

REGISTRATION NO. 333-_____

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

3100 SANDERS ROAD

NORTHBROOK, ILLINOIS 60062

847/402-5000

(Address and Phone Number of Principal Executive Office)

C T CORPORATION

208 South LaSalle Street

Suite 814

Chicago, IL 60604

(312) 345-4320

(Name, Complete Address and Telephone Number of Agent for Service)

COPIES TO:

JOCELYN LIU, ESQUIRE

ALLSTATE LIFE INSURANCE COMPANY

3100 SANDERS ROAD SUITE J5B

NORTHBROOK, IL 60062

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. [X]

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, or a smaller reporting company. See definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange 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	\$30,000,000	\$1.00	\$30,000,000	\$4,092.00

(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 \$30,000,000 of interests in market value adjusted annuity contracts. Under rule 457(o) under the Securities Act of 1933, the filing fee set forth above was calculated based on the maximum aggregate offering price of \$30,000,000. 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.

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. or Morgan Stanley & Co. LLC (as applicable) 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.

ALLSTATE LIFE INSURANCE COMPANY

Supplement dated January 8, 2013, to the
Prospectuses Dated May 1, 2012, as supplemented, for
The Allstate Variable Annuities

ALLSTATE LIFE INSURANCE COMPANY OF NEW YORK

Supplement dated January 8, 2013, to the
Prospectuses Dated May 1, 2007, as supplemented, for
The Allstate Variable Annuities

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.

Effective as of January 31, 2013 (the Closure Date), the following variable sub-account available in the Allstate Variable Annuities will be closed to all contract owners *except* those contract owners who have contract value invested in the variable sub-account as of the Closure Date:

AllianceBernstein VPS Value Portfolio (Class B)

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

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

ALLSTATE LIFE INSURANCE COMPANY

Supplement, dated December 19, 2012, to the
Prospectuses Dated May 1, 2012 for
The Allstate Variable Annuities

ALLSTATE LIFE INSURANCE COMPANY OF NEW YORK

Supplement dated December 19, 2012, to the
Prospectuses Dated May 1, 2007, as supplemented, for
The Allstate Variable Annuities

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.

Effective as of January 31, 2013 (the Closure Date), the following variable sub-account available in the Allstate Variable Annuities will be closed to all contract owners *except* those contract owners who previously had contract value invested in the variable sub-account and those contract owners who have contract value invested in the variable sub-account as of the Closure Date:

AllianceBernstein VPS Value Portfolio (Class B)

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

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

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.

ALLSTATE LIFE INSURANCE COMPANY
ALLSTATE LIFE INSURANCE COMPANY OF NEW YORK

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

Morgan Stanley Variable Annuity II, dated May 1, 2010
Allstate Variable Annuity, dated May 1, 2010 (Allstate Life Insurance Company)
Allstate Variable Annuity, dated May 1, 2007 (Allstate Life Insurance Company of New York)
Preferred Client Variable Annuity, dated April 30, 2005
Morgan Stanley Variable Annuity 3, dated May 1, 2010
Allstate Variable Annuity II, dated April 30, 2005
Allstate Variable Annuity 3, dated May 1, 2006
Morgan Stanley Variable Annuity 3 Asset Manager, dated April 30, 2005
Morgan Stanley Variable Annuity II Asset Manager, dated April 30, 2005
Allstate Variable Annuity 3 Asset Manager, 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:

Morgan Stanley Limited Duration Portfolio—Class X
Morgan Stanley Limited Duration Portfolio—Class Y

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
Prospectuses Dated May 1, 2010 and May 1, 2007, as supplemented, for
The Allstate Advisor Variable Annuities**

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 in the Allstate Advisor 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 (Service Shares)
Oppenheimer Small- & Mid-Cap Growth Fund/VA (Service Shares)*

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
(Advisor, Advisor Plus, Advisor Preferred)

Supplement Dated November 9, 2009
To the Prospectus Dated May 1, 2009

Van Kampen LIT Money Market Portfolio - Class II Liquidation

The purpose of this Supplement is to advise you of certain changes to your variable annuity contract issued by Allstate Life Insurance Company.

The Board of Trustees of the Van Kampen Life Investment Trust has approved the liquidation of the Van Kampen LIT Money Market Portfolio - Class II ("Liquidating Fund") to occur on December 18, 2009 ("Liquidation Date"). After the Liquidation Date, the Van Kampen LIT Money Market Sub-Account will no longer be available for investment, and any Contract Value allocated to the Liquidating Fund will be transferred to the Putnam VT Money Market Fund - Class IB ("Money Market Sub-Account").

If you wish to transfer your Contract Value out of the Liquidating Fund and into any other available investment option within your annuity before the Liquidation Date, you may do so without charge, and the transfer will not be applied against your annual free transfers. In addition, if your Contract Value corresponding to the Liquidating Fund is transferred into the Money Market Sub-Account on the Liquidation Date, you may transfer that amount to any other available investment option within your annuity during the 60-day period after the Liquidation Date without charge, and the transfer will not count as one of your annual free transfers.

For your convenience, we have enclosed a transfer form that you may use to transfer your Contract Value to another investment option(s). Please refer to your prospectus or visit www.accessallstate.com for detailed information about available investment options. If you need assistance in choosing investment options, please contact your financial representative. You may request a transfer via the internet at www.accessallstate.com. If you have elected the telephone transfer privilege, you may transfer your Contract Value by calling the Annuity Service Center.

If you have any questions, or would like a copy of any fund prospectuses, please contact your financial representative or the Annuity Service Center at (800) 457-7617.

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

Allstate Life Insurance Company

Allstate Financial Advisors Separate Account I

Supplement, dated July 27, 2009, to the

Prospectus Dated May 1, 2009 for

Allstate Variable Annuity & Allstate Variable Annuity L-Share

AllianceBernstein VPS Utility Income Portfolio - Class B

The purpose of this prospectus supplement is to advise you of changes to certain investment options within your variable annuity contract issued by Allstate Life Insurance Company.

The Board of Trustees of the AllianceBernstein Variable Products Series Fund, Inc. has approved the liquidation of the AllianceBernstein VPS Utility Income Portfolio - Class B ("Liquidating Fund") to occur on September 25, 2009 ("Liquidation Date"). After the Liquidation Date, the Sub-Account will no longer be available for investment. As a result, on the Liquidation Date any Contract Value allocated to the Sub-Account will be transferred to the Fidelity VIP Money Market Portfolio - Service Class 2 ("Money Market Sub-Account").

If you wish to transfer your Contract Value out of the Liquidating Fund and into any other available investment option within your annuity before the Liquidation Date, you may do so without charge and without the transfer being applied against your annual free transfers. If you take no action before the Liquidation Date, during the 60-day period after the Liquidation Date you may transfer your Contract Value corresponding to the Liquidating Fund out of the Money Market Sub-Account and into any other available investment option within your annuity without charge and without the transfer being applied against your annual free transfers.

For your convenience, we have enclosed a transfer form that you may use to transfer your Contract Value to another investment option(s). Please refer to accessallstate.com for detailed information about available investment options. If you need assistance in choosing investment options, please contact your financial representative. You may request a transfer via the internet at accessallstate.com. If you have elected the telephone transfer privilege, you may transfer your Contract Value by calling the Annuity Service Center.

If you have any questions, or would like a copy of any fund prospectuses, please contact your financial representative or the Annuity Service Center at 1-800-457-7617.

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

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

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 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>).

**THE ALLSTATE ADVISOR VARIABLE ANNUITIES
(ADVISOR, ADVISOR PLUS, ADVISOR PREFERRED)**

ALLSTATE LIFE INSURANCE COMPANY

STREET ADDRESS: 5801 SW 6TH AVE., TOPEKA KS, 66606-0001

MAILING ADDRESS: P.O. BOX 758566, TOPEKA, KS 66675-8566

TELEPHONE NUMBER: 1-800-457-7617

FAX NUMBER: 1-785-228-4584

PROSPECTUS DATED MAY 1, 2012

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

. ALLSTATE ADVISOR

. ALLSTATE ADVISOR PLUS

. ALLSTATE ADVISOR PREFERRED

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

Each Contract currently offers several investment alternatives ("INVESTMENT ALTERNATIVES"). The investment alternatives include up to 3 fixed account options ("FIXED ACCOUNT OPTIONS"), depending on the Contract, and include 59* variable sub-accounts ("VARIABLE SUB-ACCOUNTS") of the Allstate Financial Advisors Separate Account I ("VARIABLE ACCOUNT"). Each Variable Sub-Account invests exclusively in shares of the following funds ("FUNDS"):

FIDELITY(R) VARIABLE INSURANCE
PRODUCTS (SERVICE CLASS 2)

PUTNAM VARIABLE TRUST (CLASS IB)

AIM VARIABLE INSURANCE FUNDS (INVESCO

FRANKLIN TEMPLETON VARIABLE INSURANCE PRODUCTS TRUST (CLASS 2)

VARIABLE INSURANCE FUNDS) (SERIES I
AND II)

LORD ABBETT SERIES FUND, INC.
(CLASS VC)

THE UNIVERSAL INSTITUTIONAL FUNDS,
INC. (CLASS I & II)

OPPENHEIMER VARIABLE ACCOUNT FUNDS
(SERVICE SHARES)

* Certain Variable Sub-Accounts may not be available depending on the date you purchased your Contract. In addition, certain Variable Sub-Accounts are closed to Contract Owners not invested in the specified Variable Sub-Accounts by a designated date. Please see pages 44-48 for information about Variable Sub-Account and/or Portfolio liquidations, mergers, closures and name changes.

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

FOR ALLSTATE ADVISOR PLUS CONTRACTS, EACH TIME YOU MAKE A PURCHASE PAYMENT, WE WILL ADD TO YOUR CONTRACT VALUE ("CONTRACT VALUE") A CREDIT ENHANCEMENT ("CREDIT ENHANCEMENT") OF UP TO 5% (DEPENDING ON THE ISSUE AGE AND YOUR TOTAL PURCHASE PAYMENTS) OF SUCH PURCHASE PAYMENT. EXPENSES FOR THIS CONTRACT MAY BE HIGHER THAN A CONTRACT WITHOUT THE CREDIT ENHANCEMENT. OVER TIME, THE AMOUNT OF THE CREDIT ENHANCEMENT MAY BE MORE THAN OFFSET BY THE FEES ASSOCIATED WITH THE CREDIT ENHANCEMENT.

WE (Allstate Life) have filed a Statement of Additional Information, dated May 1, 2012, with the Securities and Exchange Commission ("SEC"). It contains more information about each Contract and is incorporated herein by reference, which means that it is legally a part of this prospectus. Its table of contents appears on page 93 of this prospectus. For a free copy, please write or call us at the address or telephone number above, or go to the SEC's Web site (<http://www.sec.gov>). You can find other information and documents about us, including documents that are legally part of this prospectus, at the SEC's Web site.

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

THE CONTRACTS MAY BE DISTRIBUTED THROUGH BROKER-DEALERS THAT HAVE RELATIONSHIPS WITH BANKS OR OTHER FINANCIAL INSTITUTIONS OR BY EMPLOYEES OF SUCH BANKS. HOWEVER, THE CONTRACTS ARE NOT DEPOSITS IN, OR OBLIGATIONS OF, OR GUARANTEED OR ENDORSED BY, SUCH INSTITUTIONS OR ANY FEDERAL REGULATORY AGENCY. INVESTMENT IN THE CONTRACTS INVOLVES INVESTMENT RISKS, INCLUDING POSSIBLE LOSS OF PRINCIPAL.

THE CONTRACTS ARE NOT FDIC INSURED.

2 PROSPECTUS

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3 PROSPECTUS

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.

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* In certain states a Contract may be available only as a group Contract. If you purchase a group Contract, we will issue you a certificate that represents your ownership and that summarizes the provisions of the group Contract. References to "Contract" in this prospectus include certificates, unless the context requires otherwise. References to "Contract" also include all three Contracts listed on the cover page of this prospectus, unless otherwise noted. However, we administer each Contract separately.

5 PROSPECTUS

OVERVIEW OF CONTRACTS

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

. The ALLSTATE ADVISOR CONTRACT has a mortality and expense risk charge of 1.10%, an administrative expense charge of 0.19%*, and a withdrawal charge of up to 7% with a 7-year withdrawal charge period;

. The ALLSTATE ADVISOR PLUS CONTRACT offers Credit Enhancement of up to 5% on purchase payments, a mortality and expense risk charge of 1.40%, an administrative expense charge of 0.19%*, and a withdrawal charge of up to 8.5% with an 8-year withdrawal charge period;

. The ALLSTATE ADVISOR PREFERRED CONTRACT WITH 5-YEAR WITHDRAWAL CHARGE OPTION ("Package III") has a mortality and expense risk charge of 1.40%, an administrative expense charge of 0.19%*, and a withdrawal charge of up to 7% with a 5-year withdrawal charge period;

. The ALLSTATE ADVISOR PREFERRED CONTRACT WITH 3-YEAR WITHDRAWAL CHARGE OPTION ("Package II") has a mortality and expense risk charge of 1.50%, an administrative expense charge of 0.19%*, and a withdrawal charge of up to 7% with a 3-year withdrawal charge period; and

. The ALLSTATE ADVISOR PREFERRED CONTRACT WITH NO WITHDRAWAL CHARGE OPTION ("Package I") has a mortality and expense risk charge of 1.60%, an administrative expense charge of 0.19%*, and no withdrawal charges.

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

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

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

6 PROSPECTUS

THE CONTRACTS AT A GLANCE

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

FLEXIBLE PAYMENTS WE ARE NO LONGER OFFERING NEW CONTRACTS. You can add to your Contract as often and as much as you like, but each subsequent payment must be at least \$1,000 (\$50 for automatic payments).

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

For ALLSTATE ADVISOR PLUS CONTRACTS, each time you make a purchase payment, we will add to your Contract Value a Credit Enhancement of up to 5% of such purchase payment.

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

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

ALLSTATE ADVISOR CONTRACTS

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

ALLSTATE ADVISOR PLUS CONTRACTS

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

ALLSTATE ADVISOR PREFERRED CONTRACTS (WITH 5-YEAR WITHDRAWAL CHARGE OPTION)

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

ALLSTATE ADVISOR PREFERRED CONTRACTS (WITH 3-YEAR WITHDRAWAL CHARGE OPTION)

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

ALLSTATE ADVISOR PREFERRED CONTRACTS (WITH NO WITHDRAWAL CHARGE OPTION)

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

ALL CONTRACTS

- . Annual administrative expense charge of 0.19% (up to 0.35% for future Contracts).
- . Annual contract maintenance charge of \$30 (waived in certain cases).
- . If you select the MAXIMUM ANNIVERSARY VALUE (MAV) DEATH BENEFIT OPTION ("MAV DEATH BENEFIT OPTION") you will pay an additional mortality and expense risk charge of 0.20%* (up to 0.30% for Options added in the future).
- . If you select ENHANCED BENEFICIARY PROTECTION (ANNUAL INCREASE) OPTION, you will pay an additional mortality and expense risk charge of 0.30%*.
- . If you select the EARNINGS PROTECTION DEATH BENEFIT OPTION you will pay an additional mortality and expense risk charge of 0.25% or 0.40% (up to 0.35% or 0.50% for Options added in the future) depending on the age of the oldest Owner and oldest Annuitant on the date we receive the completed application or request to add the benefit, whichever is later ("RIDER APPLICATION DATE").
- . If you select the TRUEReturn/SM/ ACCUMULATION BENEFIT OPTION ("TRUEReturn OPTION") you would pay an additional annual fee ("RIDER FEE") of 0.50% (up to 1.25% for Options added in the future) of the BENEFIT BASE in effect on each Contract anniversary ("CONTRACT ANNIVERSARY") during the Rider Period. You may not select the TrueReturn Option together with a Retirement Income Guarantee Option or any Withdrawal Benefit Option.
- . If you select the SUREINCOME OPTION, you would pay an additional annual fee ("SUREINCOME OPTION FEE") of 0.50% of the BENEFIT BASE on each Contract Anniversary (see the SureIncome Option Fee section). You may not select the SureIncome Option together with a Retirement Income Guarantee Option, a TrueReturn Option or any other Withdrawal Benefit Option.
- . If you select the SUREINCOME PLUS WITHDRAWAL BENEFIT OPTION ("SUREINCOME PLUS OPTION") you would pay an additional annual fee ("SUREINCOME PLUS OPTION FEE") of 0.65% (up to 1.25% for Options added in the future) of the BENEFIT BASE on each Contract Anniversary (see the SureIncome Plus Option Fee section). You may not select the SureIncome Plus Option together with a Retirement Income Guarantee Option, a TrueReturn Option or any other Withdrawal Benefit Option.
- . If you select the SUREINCOME FOR LIFE WITHDRAWAL BENEFIT OPTION ("SUREINCOME FOR LIFE OPTION") you would pay an additional annual fee ("SUREINCOME FOR LIFE OPTION FEE") of 0.65% (up to 1.25% for Options added in the future) of the BENEFIT BASE on each Contract Anniversary (see the SureIncome For Life Option Fee section). You may not select the SureIncome For Life Option together with a Retirement Income Guarantee Option, a TrueReturn Option or any other Withdrawal Benefit Option.

- . We discontinued offering RETIREMENT INCOME GUARANTEE OPTION 1 ("RIG 1") as of January 1, 2004 (up to May 1, 2004 in certain states). If you elected RIG 1 prior to May 1, 2004, you will pay an additional annual fee ("Rider Fee") of 0.40%* of the INCOME BASE in effect on a Contract Anniversary.
- . We discontinued offering RETIREMENT INCOME GUARANTEE OPTION 2 ("RIG 2") as of January 1, 2004 (up to May 1, 2004 in certain states). If you elected RIG 2 prior to May 1, 2004, you will pay an additional annual Rider Fee of 0.55%* of the INCOME BASE in effect on a Contract Anniversary.
- . If you select the INCOME PROTECTION BENEFIT OPTION you will pay an additional mortality and expense risk charge of 0.50% (up to 0.75% for Options added in the future) during the Payout Phase of your Contract.
- . If you select the SPOUSAL PROTECTION BENEFIT (CO-ANNUITANT) OPTION OR SPOUSAL PROTECTION BENEFIT (CO-ANNUITANT OPTION FOR CUSTODIAL INDIVIDUAL RETIREMENT ACCOUNTS ("CSP")) you would pay an additional annual fee ("RIDER FEE") of 0.10%** (up to 0.15% for Options added in the future) of the Contract Value ("CONTRACT VALUE") on each Contract Anniversary. These Options are only available for certain types of IRA Contracts, which are Contracts issued with an Individual Retirement Annuity or Account ("IRA") under Section 408 of the Internal Revenue Code. The CSP is only available for certain Custodial Individual Retirement Accounts established under Section 408 of the Internal Revenue Code. For Contracts purchased on or after January 1, 2005, we may discontinue offering the Spousal Protection Benefit (Co-Annuitant) Option at any time prior to the time you elect to receive it.**

** NO RIDER FEE WAS CHARGED FOR THESE OPTIONS FOR CONTRACT OWNERS WHO ADDED THESE OPTIONS PRIOR TO JANUARY 1, 2005. SEE PAGE 14 FOR DETAILS.

- . Transfer fee equal to 1.00% (subject to increase to up to 2.00%) of the amount transferred after the 12/th/ transfer in any Contract Year ("CONTRACT YEAR"), which we measure from the date we issue your Contract or a Contract Anniversary.
- . State premium tax (if your state imposes one)
- . NOT ALL OPTIONS ARE AVAILABLE IN ALL STATES.

WE MAY DISCONTINUE ANY OF THESE OPTIONS AT ANY TIME PRIOR TO THE TIME YOU ELECT TO RECEIVE IT.

* DIFFERENT RATES APPLY TO CONTRACT OWNERS WHO ADDED THESE OPTIONS PRIOR TO MAY 1, 2003. SEE PAGE 14 FOR DETAILS.

INVESTMENT ALTERNATIVES Each Contract offers several investment alternatives including:

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

*Certain Variable Sub-Accounts may not be available depending on the date you purchased your Contract. In addition, Certain Variable Sub- Account are closed to Contract Owners not invested in the specified Variable Sub-Accounts by a designated date. Please see page 44-48 for more information.

NOT ALL FIXED ACCOUNT OPTIONS ARE AVAILABLE IN ALL STATES OR WITH ALL CONTRACTS.

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

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

- . AUTOMATIC PORTFOLIO REBALANCING PROGRAM
 - . AUTOMATIC ADDITIONS PROGRAM
 - . DOLLAR COST AVERAGING PROGRAM
 - . SYSTEMATIC WITHDRAWAL PROGRAM
 - . TRUEBALANCE/SM/ ASSET ALLOCATION PROGRAM
-

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

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

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

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

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

- . MAV DEATH BENEFIT OPTION;
- . ENHANCED BENEFICIARY PROTECTION (ANNUAL INCREASE) OPTION; and
- . EARNINGS PROTECTION DEATH BENEFIT OPTION

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

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

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

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

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

HOW THE CONTRACTS WORK

Each Contract basically works in two ways.

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

Second, each Contract can help you plan for retirement because you can use it to receive retirement income for life and/or for a pre-set number of years, by selecting one of the income payment options (we call these "INCOME PLANS") described on page 64. You receive income payments during what we call the "PAYOUT PHASE" of the Contract, which begins on the Payout Start Date and continues until we make the last payment required by the Income Plan you select. During the Payout Phase, if you select a fixed income payment option, we guarantee the amount of your payments, which will remain fixed. If you select a variable income payment option, based on one or more of the Variable Sub-Accounts, the amount of your payments will vary up or down depending on the performance of the corresponding Portfolios. The amount of money you accumulate under your Contract during the Accumulation Phase and apply to an Income Plan will determine the amount of your income payments during the Payout Phase.

The timeline below illustrates how you might use your Contract.

[FLOW CHART]

Other income payment options are also available. See "INCOME PAYMENTS."

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

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

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EXPENSE TABLE

THE TABLE BELOW LISTS THE EXPENSES THAT YOU WILL BEAR DIRECTLY OR INDIRECTLY

WHEN YOU BUY A CONTRACT. THE TABLE AND THE EXAMPLES THAT FOLLOW DO NOT REFLECT PREMIUM TAXES THAT MAY BE IMPOSED BY THE STATE WHERE YOU RESIDE. FOR MORE INFORMATION ABOUT VARIABLE ACCOUNT EXPENSES, SEE "EXPENSES," BELOW. FOR MORE INFORMATION ABOUT PORTFOLIO EXPENSES, PLEASE REFER TO THE PROSPECTUSES FOR THE PORTFOLIOS.

CONTRACT OWNER TRANSACTION EXPENSES

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

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

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

All Contracts:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TRUE RETURN/SM/ ACCUMULATION BENEFIT OPTION FEE

(ANNUAL RATE AS A PERCENTAGE OF BENEFIT BASE ON EACH CONTRACT ANNIVERSARY)

TrueReturn/SM/ Accumulation Benefit Option	0.50%*
--	--------

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

SURE INCOME WITHDRAWAL BENEFIT OPTION FEE

(ANNUAL RATE AS A PERCENTAGE OF BENEFIT BASE ON EACH CONTRACT ANNIVERSARY)

SureIncome Withdrawal Benefit Option	0.50%*
--------------------------------------	--------

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

SURE INCOME PLUS WITHDRAWAL BENEFIT OPTION FEE

(ANNUAL RATE AS A PERCENTAGE OF BENEFIT BASE ON EACH CONTRACT ANNIVERSARY)

SureIncome Plus Withdrawal Benefit Option	0.65%*
---	--------

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

SURE INCOME FOR LIFE WITHDRAWAL BENEFIT OPTION FEE

(ANNUAL RATE AS A PERCENTAGE OF BENEFIT BASE ON EACH CONTRACT ANNIVERSARY)

SureIncome For Life Withdrawal Benefit Option	0.65%*
---	--------

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

RETIREMENT INCOME GUARANTEE OPTION FEE*

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

* We discontinued offering the Retirement Income Guarantee Options as of January 1, 2004 (up to May 1, 2004 in certain states). Fees shown apply to Contract Owners who selected an Option prior to January 1, 2004 (up to May 1, 2004 in certain states).

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

SPOUSAL PROTECTION BENEFIT (CO-ANNUITANT) OPTION FEE

(AS A PERCENTAGE OF CONTRACT VALUE ON EACH CONTRACT ANNIVERSARY)

Spousal Protection Benefit (Co-Annuitant) Option	0.10%*

* Applies to Contract Owners who select the Option on or after January 1, 2005. Up to 0.15% for options added in the future.

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

(AS A PERCENTAGE OF CONTRACT VALUE ON EACH CONTRACT ANNIVERSARY)

Spousal Protection Benefit (Co-Annuitant) Option 0.10%*

* Applies to Contract Owners who select the Option on or after January 1, 2005. Up to 0.15% for options added in the future.

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

INCOME PROTECTION BENEFIT OPTION

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

- Mortality and Expense Risk Charge," below, for details.

PORTFOLIO ANNUAL EXPENSES - MINIMUM AND MAXIMUM

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

PORTFOLIO ANNUAL EXPENSES

Minimum Maximum

Total Annual Portfolio Operating Expenses/(1) (expenses that are deducted from Portfolio assets, which may include management fees, distribution and/or services (12b-1) fees, and other expenses)	0.35%	1.92%
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(1)Expenses are shown as a percentage of Portfolio average daily net assets (before any waiver or reimbursement) as of December 31, 2011 (except as otherwise noted).

EXAMPLE 1

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

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

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



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

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

	Allstate Advisor Preferred (with 5 Year Withdrawal Charge Option)											
	Allstate Advisor				Allstate Advisor Plus				Withdrawal Charge Option)			
	1 Year	3 Years	5 Years	10 Years	1 Year	3 Years	5 Years	10 Years	1 Year	3 Years	5 Years	10 Years

Costs Based on Maximum												
Annual Portfolio Expenses	\$1,163	\$2,224	\$3,211	\$5,817	\$1,319	\$2,515	\$3,547	\$6,024	\$1,192	\$2,219	\$3,252	\$6,027

Costs Based on Minimum												
Annual Portfolio Expenses	\$1,013	\$1,789	\$2,516	\$4,584	\$1,169	\$2,085	\$2,863	\$4,831	\$1,042	\$1,788	\$2,568	\$4,835

	Allstate Advisor Preferred (with 3-Year Withdrawal Charge Option)				Allstate Advisor Preferred (with No Withdrawal Charge Option)			
	1 Year	3 Years	5 Years	10 Years	1 Year	3 Years	5 Years	10 Years

Costs Based on Maximum Annual								
Portfolio Expenses	\$1,201	\$2,245	\$3,037	\$6,094	\$618	\$1,850	\$3,084	\$6,172

Costs Based on Minimum Annual								
Portfolio Expenses	\$1,051	\$1,816	\$2,357	\$4,916	\$467	\$1,422	\$2,407	\$5,007

EXAMPLE 2

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

	Allstate Advisor Preferred (with 5 Year Withdrawal Charge Option)											
	Allstate Advisor				Allstate Advisor Plus				Withdrawal Charge Option)			
	1 Year	3 Years	5 Years	10 Years	1 Year	3 Years	5 Years	10 Years	1 Year	3 Years	5 Years	10 Years

Costs Based on Maximum												
Annual Portfolio Expenses	\$568	\$1,714	\$2,871	\$5,817	\$596	\$1,793	\$2,995	\$6,024	\$597	\$1,794	\$2,997	\$6,027

Costs Based on Minimum												
Annual Portfolio Expenses	\$418	\$1,279	\$2,176	\$4,584	\$446	\$1,362	\$2,311	\$4,831	\$447	\$1,363	\$2,313	\$4,835

	Allstate Advisor Preferred (with 3-Year Withdrawal Charge Option)				Allstate Advisor Preferred (with No Withdrawal Charge Option)							
	1 Year	3 Years	5 Years	10 Years	1 Year	3 Years	5 Years	10 Years				

Costs Based on Maximum Annual												
Portfolio Expenses	\$606	\$1,820	\$3,037	\$6,094	\$616	\$1,850	\$3,084	\$6,172				

Costs Based on Minimum Annual												
Portfolio Expenses	\$456	\$1,391	\$2,357	\$4,916	\$467	\$1,422	\$2,407	\$5,007				

PLEASE REMEMBER THAT YOU ARE LOOKING AT EXAMPLES AND NOT A REPRESENTATION OF PAST OR FUTURE EXPENSES. YOUR RATE OF RETURN MAY BE HIGHER OR LOWER THAN 5%, WHICH IS NOT GUARANTEED. THE EXAMPLES DO NOT ASSUME THAT ANY PORTFOLIO EXPENSE WAIVERS OR REIMBURSEMENT ARRANGEMENTS ARE IN EFFECT FOR THE PERIODS PRESENTED. THE EXAMPLES REFLECT THE FREE WITHDRAWAL AMOUNTS, IF APPLICABLE, AND THE DEDUCTION OF THE ANNUAL CONTRACT MAINTENANCE CHARGE OF \$30 EACH YEAR. THE ABOVE EXAMPLES ASSUME YOU HAVE SELECTED THE MAV DEATH BENEFIT OPTION AND THE ENHANCED BENEFICIARY PROTECTION (ANNUAL INCREASE) OPTION, THE EARNINGS PROTECTION DEATH BENEFIT OPTION (ASSUMING THE OLDEST CONTRACT OWNER OR ANNUITANT IS AGE 71 OR OLDER, AND ALL ARE AGE 79 OR YOUNGER ON THE RIDER APPLICATION DATE), AND THE SPOUSAL PROTECTION BENEFIT (CO-ANNUITANT) OPTION AND THE SUREINCOME PLUS WITHDRAWAL BENEFIT OPTION. EXAMPLES FOR THE ALLSTATE ADVISOR PREFERRED CONTRACTS ASSUME THE ELECTION OF THE 5-YEAR WITHDRAWAL CHARGE OPTION. IF ANY OR ALL OF THESE FEATURES WERE NOT ELECTED, THE EXPENSE FIGURES SHOWN ABOVE WOULD BE SLIGHTLY LOWER.



FINANCIAL INFORMATION

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

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

THE CONTRACTS

CONTRACT OWNER

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

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

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

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

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

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

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

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

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

ANNUITANT

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

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

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

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

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

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

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

CO-ANNUITANT

SPOUSAL PROTECTION BENEFIT (CO-ANNUITANT) OPTION

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

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

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

SPOUSAL PROTECTION BENEFIT (CO-ANNUITANT) OPTION FOR CUSTODIAL INDIVIDUAL RETIREMENT ACCOUNTS.

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

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

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



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

BENEFICIARY

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

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

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

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

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

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

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

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

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

MODIFICATION OF THE CONTRACT

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

ASSIGNMENT

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

it and files it with us. We are not responsible for the validity of any assignment. Federal law prohibits or restricts the assignment of benefits under many types of retirement plans and the terms of such plans may themselves contain restrictions on assignments. An assignment may also result in taxes or tax penalties. YOU SHOULD CONSULT WITH AN ATTORNEY BEFORE TRYING TO ASSIGN PERIODIC INCOME PAYMENTS UNDER YOUR CONTRACT.

PURCHASES

MINIMUM PURCHASE PAYMENTS

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

AUTOMATIC ADDITIONS PROGRAM

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

ALLOCATION OF PURCHASE PAYMENTS

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

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

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

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

There may be circumstances where the New York Stock Exchange is open, however, due to inclement weather, natural disaster or other circumstances beyond our control, our offices may be closed or our business processing capabilities may be restricted. Under those circumstances, your Contract Value may fluctuate based on changes in the Accumulation Unit Values, but you may not be able to transfer Contract Value, or make a purchase or redemption request.

With respect to any purchase payment that is pending investment in our Variable Account, we may hold the amount temporarily in a suspense account and may earn interest on amounts held in that suspense account. You will not be credited with any interest on amounts held in that suspense account.

CREDIT ENHANCEMENT

For ALLSTATE ADVISOR PLUS CONTRACTS, each time you make a purchase payment, we will add to your Contract Value a Credit Enhancement equal to 4% of the purchase payment if the oldest Contract Owner and oldest Annuitant are age 85 or younger on the date we receive the completed application for the Contract ("Application Date"). If the oldest Contract Owner or oldest Annuitant is age 86 or older and both are 90 or younger on the Application Date, we will add to your Contract Value a Credit Enhancement equal to 2% of the purchase payment. An additional Credit

Enhancement will be added to your Contract if the cumulative purchase payments (including the purchase payment being made) less cumulative withdrawals exceed a certain threshold. The thresholds apply individually to each Allstate Advisor Plus Contract you own. The additional Credit Enhancements and their corresponding thresholds are as follows:

ADDITIONAL CREDIT ENHANCEMENT FOR LARGE CONTRACTS	CUMULATIVE PURCHASE PAYMENTS LESS CUMULATIVE WITHDRAWALS MUST EXCEED:
0.50% of the purchase payment	\$ 500,000
1.00% of the purchase payment	\$1,000,000

If you exercise your right to cancel the Contract during the Trial Examination Period, the amount we refund to you will not include any Credit Enhancement. See "TRIAL EXAMINATION PERIOD" below for details. The ALLSTATE ADVISOR PLUS CONTRACT may not be available in all states.

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

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

TRIAL EXAMINATION PERIOD

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

Section 408(b), we will refund the greater of any purchase payments or the Contract Value.

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

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

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

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

CONTRACT VALUE

On the Issue Date, the Contract Value is equal to your initial purchase payment (for ALLSTATE ADVISOR PLUS CONTRACTS, your initial purchase payment plus the Credit Enhancement).

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

ACCUMULATION UNITS

To determine the number of Accumulation Units of each Variable Sub-Account to allocate to your Contract, we divide (i) the amount of the purchase payment or transfer you have allocated to a Variable Sub-Account by (ii) the Accumulation Unit Value of that Variable Sub-Account next computed after we receive your payment or transfer. For example, if we receive a \$10,000 purchase payment allocated to a Variable Sub-Account when the Accumulation Unit Value for the Sub-Account is \$10, we would credit 1,000 Accumulation Units of that Variable

Sub-Account to your Contract. For ALLSTATE ADVISOR PLUS CONTRACTS, we would credit your Contract additional Accumulation Units of the Variable Sub-Account to reflect the Credit Enhancement paid on your purchase payment. See "Credit Enhancement." Withdrawals and transfers from a Variable Sub-Account would, of course, reduce the number of Accumulation Units of that Sub-Account allocated to your Contract.

ACCUMULATION UNIT VALUE

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

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

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

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

YOU SHOULD REFER TO THE PROSPECTUSES FOR THE FUNDS FOR A DESCRIPTION OF HOW THE ASSETS OF EACH PORTFOLIO ARE VALUED, SINCE THAT DETERMINATION DIRECTLY BEARS ON THE ACCUMULATION UNIT VALUE OF THE CORRESPONDING VARIABLE SUB-ACCOUNT AND, THEREFORE, YOUR CONTRACT VALUE.

TRUERETURN/SM/ ACCUMULATION BENEFIT OPTION

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

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

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

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

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

ACCUMULATION BENEFIT.

On the Rider Maturity Date, if the Accumulation Benefit is greater than the Contract Value, then the Contract Value will be increased to equal the Accumulation Benefit. The excess amount of any such increase will be allocated to the Putnam VT Money Market - Class IB Sub-Account. You may transfer the excess amount out of the Putnam VT Money Market - Class IB Sub-Account and into another investment alternative at any time

thereafter. However, each transfer you make will count against the 12 transfers you can make each Contract Year without paying a transfer fee. Prior to the Rider Maturity Date, the Accumulation Benefit will not be available as a Contract Value, Settlement Value, or Death Proceeds. Additionally, we will not pay an Accumulation Benefit if the TrueReturn Option is terminated for any reason prior to the Rider Maturity Date. After the Rider Maturity Date, the TrueReturn Option provides no additional benefit.

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

AB FACTORS		
RIDER PERIOD (NUMBER OF YEARS)	GUARANTEE OPTION 1	GUARANTEE OPTION 2
8	100.0%	NA
9	112.5%	NA
10	125.0%	100.0%
11	137.5%	110.0%
12	150.0%	120.0%
13	162.5%	130.0%
14	175.0%	140.0%
15	187.5%	150.0%
16	200.0%	160.0%
17	212.5%	170.0%
18	225.0%	180.0%
19	237.5%	190.0%
20	250.0%	200.0%

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

Example 1: Guarantee Option 1

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

On the Rider Maturity Date (1/2/19):

Accumulation Benefit =Benefit Base on Rider
 Maturity Date X AB
 Factor
 =\$50,000 X 187.5%
 =\$93,750

Example 2: Guarantee Option 2

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

On the Rider Maturity Date (1/2/19):

Accumulation Benefit = Benefit Base on Rider
Maturity Date X AB
Factor
=\$50,000 X 150.0%
=\$75,000

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

BENEFIT BASE.

The Benefit Base is used solely for purposes of determining the Rider Fee and the Accumulation Benefit. The Benefit Base is not available as a Contract Value, Settlement Value, or Death Proceeds. On the Rider Date, the "Benefit Base" is equal to the Contract Value. After the Rider Date, the Benefit Base will be recalculated for purchase payments and withdrawals as follows:

. The Benefit Base will be increased by purchase payments (and Credit Enhancements for ALLSTATE ADVISOR PLUS CONTRACTS) made prior to or on the first Contract Anniversary following the Rider Date. Subject to the terms and conditions of your Contract, you may add purchase payments after this date, but they will not be included in the calculation of the Benefit Base.

THEREFORE, IF YOU PLAN TO MAKE PURCHASE PAYMENTS AFTER THE FIRST CONTRACT ANNIVERSARY FOLLOWING THE RIDER DATE, YOU SHOULD CONSIDER CAREFULLY WHETHER THIS OPTION IS APPROPRIATE FOR YOUR NEEDS.

. The Benefit Base will be decreased by a Withdrawal Adjustment for each withdrawal you make. The Withdrawal Adjustment is equal to (a) divided by

(b), with the result multiplied by (c), where:

(a) = the withdrawal amount;

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

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

Withdrawals taken prior to annuitization (referred to in this prospectus as the Payout Phase) are generally considered to come from the earnings in the Contract first. If the Contract is tax-qualified, generally all withdrawals are treated as distributions of earnings. Withdrawals of earnings are taxed as ordinary income

and, if taken prior to age 59 1/2, may be subject to an additional 10% federal tax penalty. A withdrawal charge also may apply. See Appendix G for numerical examples that illustrate how the Withdrawal Adjustment is applied.

The Benefit Base will never be less than zero.

INVESTMENT REQUIREMENTS.

If you add the TrueReturn Option to your Contract, you must adhere to certain requirements related to the investment alternatives in which you may invest during the Rider Period. The specific requirements will depend on the model portfolio option ("Model Portfolio Option") you have selected and the effective date of your TrueReturn Option. These requirements are described below in more detail. These requirements may include, but are not limited to, maximum investment limits on certain Variable Sub-Accounts or on certain Fixed Account Options, exclusion of certain Variable Sub-Accounts or of certain Fixed Account Options, required minimum allocations to certain Variable Sub-Accounts, and restrictions on transfers to or from certain investment alternatives. We may also require that you use the Automatic Portfolio Rebalancing Program. We may change the specific requirements that are applicable to a Guarantee Option or a Model Portfolio Option available under a Guarantee Option at any time in our sole discretion. Any changes we make will not apply to a TrueReturn Option that was made a part of your Contract prior to the implementation date of the change, except for changes made due to a change in investment alternatives available under the Contract. Any changes we make will apply to a new TrueReturn Option elected subsequent to the change pursuant to the Rider Trade-In Option.

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

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

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

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

GUARANTEE OPTION 1 GUARANTEE OPTION 2

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

NOTE: THE TRUEBALANCE MODEL PORTFOLIO OPTIONS WERE ADDED TO THE TRUERETURN OPTION ON MAY 1, 2005. TRUEBALANCE MODEL PORTFOLIOS SELECTED PRIOR TO MAY 1, 2005, MAY NOT BE USED WITH THE TRUERETURN OPTION. THE FIDELITY VIP FREEDOM FUNDS MODEL PORTFOLIO OPTIONS ARE AVAILABLE AS MODEL PORTFOLIO OPTIONS UNDER GUARANTEE OPTION 1 AND GUARANTEE OPTION 2 (RIDER DATE PRIOR TO OCTOBER 1, 2004). FOR GUARANTEE OPTION 2 (RIDER DATE ON OR AFTER OCTOBER 1, 2004), THE FIDELITY VIP FREEDOM FUNDS ARE PART OF THE AVAILABLE VARIABLE SUB-ACCOUNTS LISTED UNDER MODEL PORTFOLIO OPTION 2. PLEASE NOTE THAT ONLY CERTAIN FIDELITY VIP FREEDOM FUNDS MODEL PORTFOLIO OPTIONS ARE AVAILABLE WITH YOUR TRUERETURN OPTION AS SUMMARIZED IN THE TABLE ABOVE.

You may not allocate any of your Contract Value to the Standard Fixed Account Option or to the MVA Fixed Account Option. You must transfer any portion of your Contract Value that is allocated to the Standard Fixed Account Option or to the MVA Fixed Account Option to the Variable Sub-Accounts prior to adding the TrueReturn Option to your Contract. Transfers from

the MVA Fixed Account Option may be subject to a Market Value Adjustment. You may allocate any portion of your purchase payments (and Credit Enhancements for ALLSTATE ADVISOR PLUS CONTRACTS) to the DCA Fixed Account Option on the Rider Date, provided the DCA Fixed Account Option is available with your Contract and in your state. See the "Dollar Cost Averaging Fixed Account Option" section of this prospectus for more information. We use the term "Transfer Period Account" to refer to each purchase payment allocation made to the DCA Fixed Account Option for a specified term length. At the expiration of a Transfer Period Account any remaining amounts in the Transfer Period Account will be transferred to the Variable Sub-Accounts according to the percentage allocations for the Model Portfolio Option you selected.

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

MODEL PORTFOLIO OPTION 1

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

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

MODEL PORTFOLIO OPTION 1

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

CATEGORY A

Putnam VT Money Market - Class IB Sub-Account

CATEGORY B

FTVIP Franklin U.S. Government - Class 2 Sub-Account Lord Abnett Series - Bond-Debenture Sub-Account Oppenheimer Core Bond/VA - Service Shares Sub-Account Oppenheimer High Income/VA - Service Shares Sub-Account/(5)/ Oppenheimer Global Strategic Income/VA - Service Shares Sub-Account Putnam VT High Yield - Class IB Sub-Account Putnam VT Income - Class IB Sub-Account

UIF Emerging Markets Debt, Class II Sub-Account UIF U.S. Real Estate, Class II Sub-Account

CATEGORY C

Fidelity VIP Contrafund(R) - Service Class 2 Sub-Account Fidelity VIP Index 500 - Service Class 2 Sub-Account Fidelity VIP Mid Cap - Service Class 2 Sub-Account FTVIP Franklin Growth and Income Securities - Class 2 Sub-Account FTVIP Franklin Income Securities - Class 2 Sub-Account FTVIP Franklin Large Cap Growth Securities - Class 2 Sub-Account FTVIP Franklin Small Cap Value Securities - Class 2 Sub-Account FTVIP Mutual Global Discovery Securities - Class 2 Sub-Account FTVIP Mutual Shares Securities - Class 2 Sub-Account FTVIP Templeton Developing Markets Securities - Class 2 Sub-Account FTVIP Templeton Foreign Securities - Class 2 Sub-Account Lord Abnett Series - Fundamental Equity Sub-Account Lord Abnett Series - Growth and Income Sub-Account Lord Abnett Series - Growth Opportunities Sub-Account Lord Abnett Series - Mid-Cap Stock Sub-Account/(6)/ Oppenheimer Small- & Mid-Cap Growth/VA - Service Shares Sub-Account/(5)/ Oppenheimer Balanced/VA - Service Shares Sub-Account/(5)/ Oppenheimer Capital Appreciation/VA - Service Shares Sub-Account Oppenheimer Main Street(R)/VA - Service Shares Sub-Account Oppenheimer Main Street Small- & Mid-Cap(R)/VA - Service Shares Sub-Account Putnam VT Equity Income - Class IB Sub-Account Putnam VT Global Asset Allocation - Class IB Sub-Account Putnam VT Growth and Income - Class IB Sub-Account Putnam VT International Equity - Class IB Sub-Account Putnam VT Investors - Class IB Sub-Account Putnam VT Research - Class IB Sub-Account/(2)/ Putnam VT George Putnam Balanced Fund - Class IB Putnam VT Global Utilities - Class IB Sub-Account/(2)/ Putnam VT Voyager - Class IB Sub-Account Invesco Van Kampen V.I. Equity and Income - Series II Sub-Account UIF Global Franchise, Class II Sub-Account UIF Mid Cap Growth, Class II Sub-Account Invesco Van Kampen V.I. American Value - Series I Sub-Account & Invesco Van Kampen

V. I. American Value - Series II Sub-Account/(3)(6)/ Invesco Van Kampen V.I. Comstock - Series II Sub-Account Invesco Van Kampen V.I. American Franchise - Series II Sub-Account/(6)/ Invesco Van Kampen V. I. Growth and Income - Series II Sub-Account

CATEGORY D (VARIABLE SUB-ACCOUNTS NOT AVAILABLE UNDER MODEL PORTFOLIO OPTION 1)

Fidelity VIP Freedom Income - Service Class 2 Sub-Account Fidelity VIP Freedom 2010 - Service Class 2 Sub-Account Fidelity VIP Freedom 2020 - Service Class 2 Sub-Account

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Fidelity VIP Freedom 2030 - Service Class 2 Sub-Account Fidelity VIP Growth Stock - Service Class 2 Sub-Account Oppenheimer Global Securities/VA - Service Shares Sub-Account Putnam VT Global Health Care - Class IB Sub-Account/(2)/ Putnam VT Multi-Cap Growth - Class IB Sub-Account/(2)/ UIF Growth, Class I Sub-Account/(3)/

EACH CALENDAR QUARTER, WE WILL USE THE AUTOMATIC PORTFOLIO REBALANCING PROGRAM TO AUTOMATICALLY REBALANCE YOUR CONTRACT VALUE IN EACH VARIABLE SUB-ACCOUNT AND RETURN IT TO THE PERCENTAGE ALLOCATION REQUIREMENTS FOR MODEL PORTFOLIO OPTION 1. WE WILL USE THE PERCENTAGE ALLOCATIONS AS OF YOUR MOST RECENT INSTRUCTIONS.

(1)The FTVIP Franklin Small-Mid Cap Growth Securities - Class 2 Sub-Account and the FTVIP Templeton Global Bond Securities - Class 2 Sub-Account, which were closed to new investments effective May 1, 2003, are not available with the TrueReturn Option. You must transfer any portion of your Contract Value that is allocated to these Variable Sub-Accounts to any of the remaining Variable Sub-Accounts offered with the TrueReturn Option prior to adding the TrueReturn Option to your Contract.*

(2)The Putnam VT Global Health Care - Class IB Sub-Account (Category D under TrueReturn), the Putnam VT Multi-Cap Growth - Class IB Sub-Account (Category D under TrueReturn), the Putnam VT Research - Class IB Sub-Account (Category C under TrueReturn), and the Putnam VT Global Utilities - Class IB Sub-Account (Category C under TrueReturn) were offered only with Contracts issued prior to October 1, 2004, and closed to new investments effective October 1, 2004. If you add the TrueReturn Option to your Contract on or after October 1, 2004, you must transfer any portion of your Contract Value that is allocated to these Variable Sub-Accounts to any of the remaining Variable Sub-Accounts available with the TrueReturn Option prior to adding the TrueReturn Option to your Contract.*

(3)The UIF Growth, Class II Sub-Account and the Invesco Van Kampen V.I. American Value - Series II Sub-Account are offered with Contracts issued on or after May 1, 2004. Generally Contract Owners of Contracts issued prior to May 1, 2004, may invest only in the UIF Growth, Class I Sub-Account and the Invesco Van Kampen V.I. American Value - Series I Sub-Account. Contracts issued prior to May 1, 2004 that participate in certain TrueBalance model portfolios may invest in UIF Growth, Class II Sub-Account and the Invesco Van Kampen V.I. American Value - Series II Sub-Account.

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

(5)Effective as of August 30, 2010, the following Variable Sub-Accounts closed to all Contract Owners except those Contract Owners who had contract value invested in the indicated Variable Sub-Account as of the closure date:

Oppenheimer High Income/VA - Service Shares Sub-Account Oppenheimer Small- & Mid-Cap Growth/VA - Service Shares Sub-Account

Effective as of November 19, 2010, the following Variable Sub-Account closed to all Contract Owners except those Contract Owners who had contract value invested in the indicated Variable Sub-Account as of the closure date:

Oppenheimer Balanced/VA - Service Shares Sub-Account

Contract Owners who had contract value invested in the indicated Variable Sub-Account 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-Account following the closure date. Contract Owners who did not have contract value invested in the indicated Variable Sub-Accounts as of the specified closure date may not invest in the Variable Sub-Accounts.

(6)Effective May 1, 2012, the following Portfolio changed its name:

PREVIOUS NAME	NEW NAME
Lord Abbett Series Fund - Mid-Cap Value	Lord Abbett Series Fund - Mid-Cap Stock

Effective on or after April 30, 2012, the following Portfolios will change their names:

PREVIOUS NAME	NEW NAME
Invesco Van Kampen V.I. Mid-Cap Value - Series I	Invesco Van Kampen V.I. American Value - Series I
Invesco Van Kampen V.I. Mid-Cap Value - Series II	Invesco Van Kampen V.I. American Value - Series II
Invesco Van Kampen V.I. Capital Growth - Series II	Invesco Van Kampen V.I. American Franchise - Series II

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

after the effective close date, you must transfer any portion of your Contract Value that is allocated to these Variable Sub-Accounts to any of the remaining Variable Sub-Accounts available with this TrueReturn Option prior to adding it to your Contract.

MODEL PORTFOLIO OPTION 2

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

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

If your TrueReturn Option Rider Date is prior to October 1, 2004 and you choose Model Portfolio Option 2 or transfer your entire Contract Value into Model Portfolio Option 2, you may allocate your Contract Value among any of a selected group of available Variable Sub-Accounts listed below. You may choose the Variable Sub-Accounts in which you want to invest, provided you maintain the percentage allocation requirements for each category. You may also make transfers among the Variable Sub-Accounts within each category at any time, provided you maintain the percentage allocation requirements for each category.

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However, each transfer you make will count against the 12 transfers you can make each Contract Year without paying a transfer fee.

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

MODEL PORTFOLIO OPTION 2

(RIDER DATE PRIOR TO OCTOBER 1, 2004)

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

CATEGORY A

Putnam VT Money Market - Class IB Sub-Account

CATEGORY B

FTVIP Franklin U.S. Government - Class 2 Sub-Account Lord Abnett Series - Bond-Debenture Sub-Account Oppenheimer Core Bond/VA - Service Shares Sub-Account Oppenheimer High Income/VA - Service Shares Sub-Account/(5)/ Oppenheimer Global Strategic Income/VA - Service Shares Sub-Account Putnam VT High Yield - Class IB Sub-Account Putnam VT Income - Class IB Sub-Account

UIF Emerging Markets Debt, Class II Sub-Account UIF U.S. Real Estate, Class II Sub-Account

CATEGORY C

Fidelity VIP Contrafund(R) - Service Class 2 Sub-Account Fidelity VIP Index 500 - Service Class 2 Sub-Account Fidelity VIP Mid Cap - Service Class 2 Sub-Account FTVIP Franklin Growth and Income Securities - Class 2 Sub-Account FTVIP Franklin Income Securities - Class 2 Sub-Account FTVIP Franklin Large Cap Growth Securities - Class 2 Sub-Account FTVIP Mutual Global Discovery Securities - Class 2 Sub-Account FTVIP Mutual Shares Securities - Class 2 Sub-Account Lord Abnett Series - Fundamental Equity Sub-Account Lord Abnett Series - Growth and Income Sub-Account Lord Abnett Series - Growth Opportunities Sub-Account Lord Abnett Series - Mid-Cap Stock Sub-Account/(6)/ Oppenheimer Balanced/VA - Service Shares Sub-Account/(5)/ Oppenheimer Main Street(R)/VA - Service Shares Sub-Account Putnam VT Equity Income - Class IB Sub-Account Putnam VT Global Asset Allocation - Class IB Sub-Account Putnam VT Growth and Income - Class IB Sub-Account Putnam VT Research - Class IB Sub-Account/(2)/ Putnam VT George Putnam Balanced Fund - Class IB Sub-Account Putnam VT Global Utilities - Class IB Sub-Account/(2)/ Invesco Van Kampen V.I. Equity and Income - Series II Sub-Account UIF Mid Cap Growth, Class II Sub-Account Invesco Van Kampen V.I. American Value - Series I Sub-Account and Invesco Van Kampen V.I. American Value Fund - Series II Sub-Account/(3)(6)/ Invesco Van Kampen V.I. Comstock - Series II Sub-Account Van Kampen LIT Growth and Income, Class II Sub-Account

CATEGORY D

Fidelity VIP Growth Stock - Service Class 2 Sub-Account FTVIP Franklin Small Cap Value Securities - Class 2 Sub-Account FTVIP Templeton Developing Markets Securities - Class 2 Sub-Account FTVIP Templeton Foreign Securities - Class 2 Sub-Account Oppenheimer Small- & Mid-Cap Growth/VA - Service Shares Sub-Account/(5)/ Oppenheimer Capital Appreciation/VA - Service Shares Sub-Account Oppenheimer Global Securities/VA - Service Shares Sub-Account Oppenheimer Main Street Small Cap(R)/VA - Service Shares Sub-Account Putnam VT Global Health Care - Class IB Sub-Account/(2)/ Putnam VT International Equity - Class IB Sub-Account Putnam VT Investors - Class IB Sub-Account Putnam VT Multi-Cap Growth Fund - Class IB Sub-Account/(2)/ Putnam VT Voyager - Class IB Sub-Account UIF Growth, Class I Sub-Account

UIF Growth, Class II Sub-Account/(3)/

UIF Global Franchise, Class II Sub-Account UIF Small Company Growth, Class II Sub-Account Invesco Van Kampen V.I. American Franchise, Class II Sub-Account/(6)/ Invesco Van Kampen V.I. Mid Cap Growth, Class II Sub-Account/(4)/

THE FOLLOWING VARIABLE SUB-ACCOUNTS ARE NOT AVAILABLE UNDER MODEL PORTFOLIO OPTION 2 (RIDER DATE PRIOR TO OCTOBER 1, 2004): FIDELITY VIP FREEDOM INCOME - SERVICE CLASS 2 SUB-ACCOUNT, FIDELITY VIP FREEDOM 2010 - SERVICE CLASS 2 SUB-ACCOUNT, FIDELITY VIP FREEDOM 2020 - SERVICE CLASS 2 SUB-ACCOUNT AND FIDELITY VIP FREEDOM 2030 - SERVICE CLASS 2 SUB-ACCOUNT. INSTEAD, THE FIDELITY VIP FREEDOM FUNDS ARE AVAILABLE AS MODEL PORTFOLIO OPTIONS (SEE TABLE UNDER INVESTMENT REQUIREMENTS ABOVE).

EACH CALENDAR QUARTER, WE WILL USE THE AUTOMATIC PORTFOLIO REBALANCING PROGRAM TO AUTOMATICALLY REBALANCE YOUR CONTRACT VALUE IN EACH VARIABLE SUB-ACCOUNT AND RETURN IT TO THE PERCENTAGE ALLOCATION REQUIREMENTS FOR MODEL PORTFOLIO OPTION

2 (RIDER DATE PRIOR TO OCTOBER 1, 2004). WE WILL USE THE PERCENTAGE ALLOCATIONS AS OF YOUR MOST RECENT INSTRUCTIONS.

(1)The FTVIP Franklin Small-Mid Cap Growth Securities - Class 2 Sub-Account and the FTVIP Templeton Global Bond Securities - Class 2 Sub-Account, which were closed to new investments effective May 1, 2003, are not available with the TrueReturn Option. You must transfer any portion of your Contract Value that is allocated to these Variable Sub-Accounts to any of the remaining Variable Sub-Accounts offered with the TrueReturn Option prior to adding the TrueReturn Option to your Contract.*

(2)The Putnam VT Global Health Care - Class IB Sub-Account (Category D under TrueReturn), the Putnam VT Multi-Cap Growth - Class IB Sub-Account (Category D under TrueReturn), the Putnam VT Research - Class IB Sub-Account (Category C under TrueReturn), and the Putnam VT Global Utilities - Class IB Sub-Account (Category C under TrueReturn) were offered only with Contracts issued prior to October 1, 2004, and closed to new investments effective October 1, 2004. If you add the TrueReturn Option to your Contract on or after October 1, 2004, you must transfer any portion of your Contract Value that is allocated to these Variable Sub-Accounts to any of the remaining Variable Sub-Accounts available with the TrueReturn Option prior to adding the TrueReturn Option to your Contract.*

(3)The UIF Growth, Class II Sub-Account and the Invesco Van Kampen V.I. American Value - Series II Sub-Account are offered with Contracts issued on or after May 1, 2004. Generally Contract Owners of Contracts issued prior to May 1, 2004, may invest only in the UIF Growth, Class I Sub-Account and the Invesco Van Kampen V.I. American Value - Series I Sub-Account. Contracts issued prior to May 1, 2004 that participate in certain TrueBalance model portfolios may invest in UIF Growth, Class II Sub-Account and the Invesco Van Kampen V.I. American Value - Series II Sub-Account.

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

(5)Effective as of August 30, 2010, the following Variable Sub-Accounts closed to all Contract Owners except those Contract Owners who had contract value invested in the indicated Variable Sub-Account as of the closure date:

Oppenheimer High Income/VA - Service Shares Sub-Account Oppenheimer Small- & Mid-Cap Growth/VA - Service Shares Sub-Account

Effective as of November 19, 2010, the following Variable Sub-Account closed to all Contract Owners except those Contract Owners who had contract value invested in the indicated Variable Sub-Account as of the closure date:

Oppenheimer Balanced/VA - Service Shares Sub-Account

Contract Owners who had contract value invested in the indicated Variable Sub-Account 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-Account following the closure date. Contract Owners who did not have contract value invested in the indicated Variable Sub-Accounts as of the specified closure date may not invest in the Variable Sub-Accounts.

(6)Effective May 1, 2012, the following Portfolio changed its name:

PREVIOUS NAME	NEW NAME
Lord Abbett Series Fund - Mid-Cap Value	Lord Abbett Series Fund - Mid-Cap Stock

Effective on or after April 30, 2012, the following Portfolios will change their names:

PREVIOUS NAME	NEW NAME
Invesco Van Kampen V.I. Mid-Cap Value - Series I	Invesco Van Kampen V.I. American Value - Series I
Invesco Van Kampen V.I. Mid-Cap Value - Series II	Invesco Van Kampen V.I. American Value - Series II
Invesco Van Kampen V.I. Capital Growth - Series II	Invesco Van Kampen V.I. American Franchise - Series II

* AS NOTED ABOVE, CERTAIN VARIABLE SUB-ACCOUNTS ARE CLOSED TO NEW INVESTMENTS. IF YOU INVESTED IN THESE VARIABLE SUB-ACCOUNTS PRIOR TO THE EFFECTIVE CLOSE DATE, YOU MAY CONTINUE YOUR INVESTMENTS. IF PRIOR TO THE EFFECTIVE CLOSE DATE, YOU ENROLLED IN ONE OF OUR AUTOMATIC TRANSACTION PROGRAMS, SUCH AS AUTOMATIC ADDITIONS, PORTFOLIO REBALANCING OR DOLLAR COST AVERAGING, WE WILL CONTINUE TO EFFECT AUTOMATIC TRANSACTIONS TO THESE VARIABLE SUB-ACCOUNTS IN ACCORDANCE WITH THAT PROGRAM. OUTSIDE OF THESE AUTOMATIC TRANSACTION PROGRAMS, ADDITIONAL ALLOCATIONS WILL NOT BE ALLOWED.

Rider Date on or after October 1, 2004

If your TrueReturn Option Rider Date is on or after October 1, 2004, and you choose Model Portfolio Option 2 or transfer your entire Contract Value into Model Portfolio Option 2, you may allocate your Contract Value among any of a selected group of available Variable Sub-Accounts listed below. However, you may not allocate your Contract Value among any of the excluded Variable Sub-Accounts listed below. You may choose to invest in or transfer among any of the available Variable Sub-Accounts. However, each transfer you make will count against the 12 transfers you can make each Contract Year without paying a transfer fee.

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

MODEL PORTFOLIO OPTION 2

(RIDER DATE ON OR AFTER OCTOBER 1, 2004)

Available

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

FTVIP Mutual Shares Securities - Class 2 Sub-Account FTVIP Templeton Developing Markets Securities - Class 2 Sub-Account FTVIP Templeton Foreign Securities - Class 2 Sub-Account Lord Abbett Series - Fundamental Equity Sub-Account Lord Abbett Series - Bond-Debenture Sub-Account Lord Abbett Series - Growth and Income Sub-Account Lord Abbett Series - Growth Opportunities Sub-Account Lord Abbett Series - Mid-Cap Stock Sub-Account/(5)/ Oppenheimer Small- & Mid-Cap Growth/VA - Service Shares Sub-Account/(4)/ Oppenheimer Balanced/VA - Service Shares Sub-Account/(4)/ Oppenheimer Core Bond/VA - Service Shares Sub-Account Oppenheimer Capital Appreciation/VA - Service Shares Sub-Account Oppenheimer High Income/VA - Service Shares Sub-Account/(4)/ Oppenheimer Main Street(R)/VA - Service Shares Sub-Account Oppenheimer Main Street Small Cap(R)/VA - Service Shares Sub-Account/(5)/ Oppenheimer Global Strategic Income/VA - Service Shares Sub-Account Putnam VT Equity Income - Class IB Sub-Account Putnam VT Global Asset Allocation - Class IB Sub-Account Putnam VT Growth and Income - Class IB Sub-Account Putnam VT High Yield - Class IB Sub-Account Putnam VT Income - Class IB Sub-Account

Putnam VT International Equity - Class IB Sub-Account Putnam VT Investors - Class IB Sub-Account Putnam VT Money Market - Class IB Sub-Account Putnam VT George Putnam Balanced Fund - Class IB Sub-Account Putnam VT Voyager - Class IB Sub-Account UIF Emerging Markets Debt, Class II Sub-Account UIF Equity and Income, Class II Sub-Account UIF Global Franchise, Class II Sub-Account UIF Mid Cap Growth, Class II Sub-Account Invesco Van Kampen V.I. American Value, Class I Sub-Account & Invesco Van Kampen V.I. American Value, Class II Sub-Account/(2)(5)/ UIF U.S. Real Estate, Class II Sub-Account Invesco Van Kampen V.I. American Franchise - Series II Sub-Account/(5)/ Invesco Van Kampen V.I. Comstock - Class II Sub-Account Invesco Van Kampen V.I. Growth and Income - Series II Sub-Account

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Excluded

Fidelity VIP Growth Stock - Service Class 2 Sub-Account Oppenheimer Global Securities/VA - Service Shares Sub-Account UIF Growth, Class I Sub-Account &

UIF Growth, Class II Sub-Account/(2)/

UIF Small Company Growth, Class II Sub-Account Invesco Van Kampen V.I. Mid Cap Growth - Series II Sub-Account/(3)/

(1)The FTVIP Franklin Small-Mid Cap Growth Securities - Class 2 Sub-Account and the FTVIP Templeton Global Bond Securities - Class 2 Sub-Account, which were closed to new investments effective May 1, 2003, are not available with the TrueReturn Option. You must transfer any portion of your Contract Value that is allocated to these Variable Sub-Accounts to any of the remaining Variable Sub-Accounts offered with the TrueReturn Option prior to adding the TrueReturn Option to your Contract.*

(2)The UIF Growth, Class II Sub-Account and the Invesco Van Kampen V.I. American Value - Series II Sub-Account are offered with Contracts issued on or after May 1, 2004. Generally Contract Owners of Contracts issued prior to May 1, 2004, may invest only in the UIF Growth, Class I Sub-Account and the Invesco Van Kampen V.I. American Value - Series I Sub-Account. Contracts issued prior to May 1, 2004 that participate in certain TrueBalance model portfolios may invest in UIF Growth, Class II Sub-Account and the Invesco Van Kampen V.I. American Value - Series II Sub-Account.

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

(4)Effective as of August 30, 2010, the following Variable Sub-Accounts closed to all Contract Owners except those Contract Owners who had contract value invested in the indicated Variable Sub-Account as of the closure date:

Oppenheimer High Income/VA - Service Shares Sub-Account Oppenheimer Small- & Mid-Cap Growth/VA - Service Shares Sub-Account

Effective as of November 19, 2010, the following Variable Sub-Account closed to all Contract Owners except those Contract Owners who had contract value invested in the indicated Variable Sub-Account as of the closure date:

Oppenheimer Balanced/VA - Service Shares Sub-Account

Contract Owners who had contract value invested in the indicated Variable Sub-Account 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-Account following the closure date. Contract Owners who did not have contract value invested in the indicated Variable Sub-Accounts as of the specified closure date may not invest in the Variable Sub-Accounts.

(5)Effective May 1, 2012, the following Portfolio changed its name:

PREVIOUS NAME	NEW NAME
Lord Abbett Series Fund - Mid-Cap Value	Lord Abbett Series Fund - Mid-Cap Stock

Effective on or after April 30, 2012, the following Portfolios will change their names:

PREVIOUS NAME	NEW NAME
Invesco Van Kampen V.I. Mid-Cap Value - Series I	Invesco Van Kampen V.I. American Value - Series I
Invesco Van Kampen V.I. Mid-Cap Value - Series II	Invesco Van Kampen V.I. American Value - Series II
Invesco Van Kampen V.I. Capital Growth - Series II	Invesco Van Kampen V.I. American Franchise - Series II

* AS NOTED ABOVE, CERTAIN VARIABLE SUB-ACCOUNTS ARE CLOSED TO NEW INVESTMENTS. IF YOU INVESTED IN THESE VARIABLE SUB-ACCOUNTS PRIOR TO THE EFFECTIVE CLOSE DATE, YOU MAY CONTINUE YOUR INVESTMENTS. IF PRIOR TO THE EFFECTIVE CLOSE DATE, YOU ENROLLED IN ONE OF OUR AUTOMATIC TRANSACTION PROGRAMS, SUCH AS AUTOMATIC ADDITIONS, PORTFOLIO REBALANCING OR DOLLAR COST AVERAGING, WE WILL CONTINUE TO EFFECT AUTOMATIC TRANSACTIONS TO THESE

VARIABLE SUB-ACCOUNTS IN ACCORDANCE WITH THAT PROGRAM. OUTSIDE OF THESE AUTOMATIC TRANSACTION PROGRAMS, ADDITIONAL ALLOCATIONS WILL NOT BE ALLOWED. IF YOU CHOOSE TO ADD THIS TRUERETURN OPTION ON OR AFTER THE EFFECTIVE CLOSE DATE, YOU MUST TRANSFER ANY PORTION OF YOUR CONTRACT VALUE THAT IS ALLOCATED TO THESE VARIABLE SUB-ACCOUNTS TO ANY OF THE REMAINING VARIABLE SUB-ACCOUNTS AVAILABLE WITH THIS TRUERETURN OPTION PRIOR TO ADDING IT TO YOUR CONTRACT.

TRUEBALANCE/SM/ MODEL PORTFOLIO OPTIONS.

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

PLEASE NOTE ONLY CERTAIN TRUEBALANCE MODEL PORTFOLIO OPTIONS ARE AVAILABLE WITH YOUR TRUERETURN OPTION AS SUMMARIZED IN THE TABLE UNDER INVESTMENT REQUIREMENTS ABOVE.

CANCELLATION OF THE TRUERETURN OPTION.

You may not cancel the TrueReturn Option or make transfers, changes to your investment allocations, or changes to the Automatic Portfolio Rebalancing Program that are inconsistent with the investment restrictions applicable to your Guarantee Option and/or

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

DEATH OF OWNER OR ANNUITANT.

If the Contract Owner or Annuitant dies before the Rider Maturity Date and the Contract is continued under Option D of the Death of Owner or Death of Annuitant provision of your Contract, as described on page 77 of this prospectus, then the TrueReturn Option will continue, unless the new Contract Owner elects to cancel this Option. If the TrueReturn Option is continued, it will remain in effect until terminated. If the Contract is not continued under Option D, then the TrueReturn Option will terminate on the date we receive a Complete Request for Settlement of the Death Proceeds.

RIDER TRADE-IN OPTION.

We offer a "RIDER TRADE-IN OPTION" that allows you to cancel your TrueReturn Option and immediately add a new TrueReturn Option ("NEW OPTION"), provided all of the following conditions are met:

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

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

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

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

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

select the SureIncome or SureIncome Plus Withdrawal Benefit Option by utilizing the Rider Trade-In Option, the maximum age of any Contract Owner or Annuitant on the Rider Application Date is age 85. For other Withdrawal Benefit Options that may be selected in the future utilizing the Rider Trade-In Option, issue age requirements may differ.

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

TERMINATION OF THE TRUERETURN OPTION.

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

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

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

FIDELITY VIP FREEDOM FUNDS MODEL PORTFOLIO OPTIONS.

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

FIDELITY VIP FREEDOM FUNDS MODEL PORTFOLIO OPTIONS	FIDELITY VIP FREEDOM SUB-ACCOUNT
Fidelity VIP Freedom Income Fund Model Portfolio Option	Fidelity VIP Freedom Income - Service Class 2 Sub-Account
Fidelity VIP Freedom 2010 Fund Model Portfolio Option	Fidelity VIP Freedom 2010 - Service Class 2 Sub-Account
Fidelity VIP Freedom 2020 Fund Model Portfolio Option	Fidelity VIP Freedom 2020 - Service Class 2 Sub-Account
Fidelity VIP Freedom 2030 Fund Model Portfolio Option	Fidelity VIP Freedom 2030 - Service Class 2 Sub-Account

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

WITHDRAWAL BENEFIT OPTIONS

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

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

SUREINCOME WITHDRAWAL BENEFIT OPTION

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

The SureIncome Option provides a guaranteed withdrawal benefit that gives you the right to take limited partial withdrawals that total an amount equal to your purchase payments plus any applicable credit enhancements (subject to certain restrictions). Therefore, regardless of the subsequent fluctuations in the value of your Contract Value, you are entitled to a Benefit Payment each Benefit Year until your Benefit Base is exhausted (terms defined below).

The SureIncome Option guarantees an amount up to the "BENEFIT PAYMENT REMAINING" which will be available for withdrawal from the Contract each "BENEFIT YEAR" until the "BENEFIT BASE" (defined below) is reduced to zero. If the Contract Value is reduced to zero and the Benefit Base is still

greater than zero, we will distribute an amount equal to the Benefit Base to the Contract owner as described below under the "WITHDRAWAL BENEFIT PAYOUT PHASE".

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

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

The SureIncome Option is available at issue of the Contract, or may be added later, subject to availability and issue requirements. You may not add the SureIncome

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

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

WITHDRAWAL BENEFIT FACTOR

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

BENEFIT PAYMENT AND BENEFIT PAYMENT REMAINING

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

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

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

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

. The Contract Value multiplied by the Withdrawal Benefit Factor (currently 8% for new SureIncome Options); or

. The value of the Benefit Payment of the previous Withdrawal Benefit Option (attached to your Contract) which is being terminated under a rider trade-in option (see "Rider Trade-In Option" below for more information), if applicable.

After the Rider Date, the Benefit Payment will be increased by purchase payments (and Credit Enhancements for ALLSTATE ADVISOR PLUS CONTRACTS) multiplied by the Withdrawal Benefit Factor and affected by withdrawals as follows:

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

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

. The Benefit Payment immediately prior to the withdrawal; or

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

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

BENEFIT BASE

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

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

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

. The Contract Value immediately prior to withdrawal less the amount of the withdrawal; or

. The Benefit Base immediately prior to withdrawal less the amount of the withdrawal.

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

IF THE BENEFIT BASE IS REDUCED TO ZERO, THIS SUREINCOME OPTION WILL TERMINATE.

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

CONTRACT OWNER AND ASSIGNMENT OF PAYMENTS OR INTEREST

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

CONTRACT VALUE

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

WITHDRAWAL BENEFIT PAYOUT PHASE

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

The "WITHDRAWAL BENEFIT PAYOUT START DATE" is the date the Withdrawal Benefit Payout Phase is entered and the Accumulation Phase of the Contract ends.

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

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

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

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

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

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

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



INVESTMENT REQUIREMENTS

If you add a SureIncome Option to your Contract, you must adhere to certain requirements related to the investment alternatives in which you may invest. These requirements are described in "INVESTMENT REQUIREMENTS (APPLICABLE TO ALL WITHDRAWAL BENEFIT OPTIONS)" below.

CANCELLATION OF THE SUREINCOME OPTION

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

RIDER TRADE-IN OPTION

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

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

. The trade-in must occur on or after the 5th calendar year anniversary of the Rider Date. We reserve the right to extend the date at which time the trade-in may occur to up to the 10th calendar year anniversary of the Rider Date at any time in our sole discretion. Any change we make will not apply to a SureIncome Option that was added to your Contract prior to the implementation date of the change.

. The New SureIncome Option or any New Option will be made a part of your Contract on the date the existing Option is cancelled, provided it is cancelled for reasons other than the termination of your Contract.

. The New SureIncome Option or any New Option must be an Option that we make available for use with this Rider Trade-In Option.

. The issue requirements and terms and conditions of the New SureIncome Option or the New Option must be met as of the date any such Option is made a part of your Contract. Currently, if you select the SureIncome or SureIncome Plus Withdrawal Benefit Option utilizing the Rider Trade-in Option, the maximum age of any Contract Owner or Annuitant on the Rider Application Date is age 85. For a New SureIncome Option or New Option that may be offered and selected in the future utilizing the Rider Trade-In Option, issue age requirements may differ.

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

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

DEATH OF OWNER OR ANNUITANT

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

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

TERMINATION OF THE SUREINCOME OPTION

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

. The Benefit Base is reduced to zero;

. On the Payout Start Date (except if the Contract enters the Withdrawal Benefit Payout Phase as defined under the Withdrawal Benefit Payout Phase section);

- . On the date the Contract is terminated;
- . On the date the SureIncome Option is cancelled;
- . On the date we receive a Complete Request for Settlement of the Death Proceeds; or
- . On the date the SureIncome Option is replaced with a New Option under the Rider Trade-In Option.

SUREINCOME PLUS WITHDRAWAL BENEFIT OPTION

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

The SureIncome Plus Option guarantees an amount up to the "BENEFIT PAYMENT REMAINING" which will be available for withdrawal from the Contract each "BENEFIT YEAR" until the "BENEFIT BASE" (defined below) is reduced to zero. If the Contract Value is reduced to zero and the Benefit Base is still greater than zero, we will distribute an amount equal to the Benefit Base to the Contract Owner as described below under the "WITHDRAWAL BENEFIT PAYOUT PHASE". Prior to the commencement of the Withdrawal Benefit Payout Phase, the SureIncome Plus Option also provides an additional death benefit option, the SureIncome Return of Premium Death Benefit ("SUREINCOME ROP DEATH BENEFIT"). This death benefit option is described below under "DEATH OF OWNER OR ANNUITANT" and in the DEATH BENEFITS section starting on page 73.

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

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

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

Section 403(b) at this time. We reserve the right to make the SureIncome Plus Option available to such Contracts on a nondiscriminatory basis in the future at our discretion. Once added to your Contract, the SureIncome Plus Option may not be cancelled at any time.

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

WITHDRAWAL BENEFIT FACTOR

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

BENEFIT PAYMENT AND BENEFIT PAYMENT REMAINING

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

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

During each Benefit Year the Benefit Payment Remaining will be increased by purchase payments (and

Credit Enhancements for ALLSTATE ADVISOR PLUS CONTRACTS) multiplied by the Withdrawal Benefit Factor (currently 8% for new SureIncome Plus Options) and reduced by the amount of each withdrawal. The Benefit Payment Remaining will never be less than zero.

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

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

After the Rider Date, the Benefit Payment will be increased by purchase payments (and Credit Enhancements for ALLSTATE ADVISOR PLUS CONTRACTS) multiplied by the Withdrawal Benefit Factor and affected by withdrawals as follows:

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

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

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

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

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

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

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

BENEFIT BASE

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

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

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

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

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



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

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

IF THE BENEFIT BASE IS REDUCED TO ZERO, THIS SUREINCOME PLUS OPTION WILL TERMINATE.

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

CONTRACT OWNER AND ASSIGNMENT OF PAYMENTS OR INTEREST

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

CONTRACT VALUE

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

WITHDRAWAL BENEFIT PAYOUT PHASE

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

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

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

During the Withdrawal Benefit Payout Phase, we will make scheduled fixed income payments to the Owner (or new Contract Owner) at the end of each month starting one month after the commencement of the Payout Start Date. The amount of each payment will be equal to the Benefit Payment divided by 12, unless a payment frequency other than monthly is requested. The request must be in a form acceptable to us and processed by us before the first payment is made. (The amount of each payment will be adjusted accordingly; i.e., if the payment frequency requested is quarterly, the amount of each payment will be equal to the Benefit Payment divided by 4.) Payments will be made over a period certain such that total payments made will equal the Benefit Base on the Payout Start Date; therefore, the final payment may be less than each of the previous payments. If your Contract is subject to Internal Revenue Code

Section 401(a)(9), the period certain cannot exceed that which is required by such section and the regulations promulgated thereunder. Therefore, the amount of each payment under the SureIncome Plus Option may be larger so that the sum of the payments made over this period equals the Benefit Base on the Payout Start Date. Additionally, if your Contract is subject to Internal Revenue Code

Section 401(a)(9), we will not permit a change in the payment frequency or level.

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

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

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

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

INVESTMENT REQUIREMENTS

If you add a SureIncome Plus Option to your Contract, you must adhere to certain requirements related to the investment alternatives in which you may invest. These requirements are described in "INVESTMENT REQUIREMENTS (APPLICABLE TO ALL WITHDRAWAL BENEFIT OPTIONS)" below.

DEATH OF OWNER OR ANNUITANT

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



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

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

. If the withdrawal is less than or equal to the Benefit Payment Remaining in effect immediately prior to the withdrawal, the SureIncome ROP Death Benefit will be reduced by the amount of the withdrawal.

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

. The Contract Value immediately prior to withdrawal less the amount of the withdrawal; or

. The SureIncome ROP Death Benefit immediately prior to withdrawal less the amount of the withdrawal.

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

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

Refer to the Death Benefits section (page 73) for more details on the SureIncome ROP Death Benefit.

TERMINATION OF THE SUREINCOME PLUS OPTION

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

. The Benefit Base is reduced to zero;

. On the Payout Start Date (except if the Contract enters the Withdrawal Benefit Payout Phase as defined under the Withdrawal Benefit Payout Phase section);

. On the date the Contract is terminated;

. On the date the SureIncome Plus Option is cancelled as detailed under Death of Owner or Annuitant above; or

. On the date we receive a Complete Request for Settlement of the Death Proceeds.

SUREINCOME FOR LIFE WITHDRAWAL BENEFIT OPTION

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

The SureIncome For Life Option guarantees an amount up to the "BENEFIT PAYMENT REMAINING" which will be available for withdrawal from the Contract each "BENEFIT YEAR" as long as the SureIncome Covered Life is alive, subject to certain restrictions. The "SUREINCOME COVERED LIFE" is the oldest Contract Owner, or the oldest Annuitant if the Contract Owner is a non-living entity, on the Rider Date. If the Contract Value is reduced to zero and the Benefit Payment is still greater than zero, we will distribute an amount equal to the Benefit Payment each year to the Contract Owner as described below under the "WITHDRAWAL BENEFIT PAYOUT PHASE" as long as the SureIncome Covered Life is alive. Prior to the commencement of the Withdrawal Benefit Payout Phase, the SureIncome For Life Option also provides an additional death benefit option, the SureIncome Return of Premium Death Benefit ("SUREINCOME ROP DEATH BENEFIT"). This Option is described below under "DEATH OF OWNER OR ANNUITANT" and in the DEATH BENEFITS section starting on page 73.

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

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



The SureIncome For Life Option is available at issue of the Contract, or may be added later, subject to availability and issue requirements. You may not add the SureIncome For Life Option to your Contract after Contract issue without our prior approval if your Contract Value is greater than \$1,000,000 at the time you choose to add the SureIncome For Life Option. Currently, you may have only one Withdrawal Benefit Option in effect on your Contract at one time. You may only have one of the following in effect on your Contract at the same time:

a Withdrawal Benefit Option, a TrueReturn Option, or a Retirement Income Guarantee Option. The SureIncome For Life Option is only available if the oldest Contract Owner or the oldest Annuitant, if the Contract Owner is a non-living entity (i.e., the SureIncome Covered Life) is between the ages of 50 and 79, inclusive, on the effective date of the Rider (the "Rider Application Date"). (The maximum age may depend on your state.) The SureIncome For Life Option may not be added to a Contract categorized as a Tax Sheltered Annuity as defined under Internal Revenue Code Section 403(b) at this time. We reserve the right to make the SureIncome For Life Option available to such Contracts on a nondiscriminatory basis in the future at our discretion. Once added to your Contract, the SureIncome For Life Option may not be cancelled at any time.

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

WITHDRAWAL BENEFIT FACTOR

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

We currently offer the following Withdrawal Benefit Factors:

ATTAINED AGE OF SUREINCOME COVERED LIFE WITHDRAWAL BENEFIT FACTOR	

50 - 59	4%
60 - 69	5%
70 +	6%

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

BENEFIT PAYMENT AND BENEFIT PAYMENT REMAINING

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

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

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

After the Rider Date, the Benefit Payment and Benefit Payment Remaining will be increased by purchase payments (and Credit Enhancements for ALLSTATE ADVISOR PLUS CONTRACTS) multiplied by the Withdrawal Benefit Factor based on the current attained age of the SureIncome Covered Life. On the date of the first withdrawal after the Rider Date the Benefit Payment and Benefit Payment Remaining will equal the Withdrawal Benefit Factor based on the current attained age of the SureIncome Covered Life multiplied by the Benefit Base immediately after application of any purchase payments, but prior to the withdrawal on that date. THE WITHDRAWAL BENEFIT FACTOR USED IN ALL FUTURE CALCULATIONS WILL NOT CHANGE.

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

After the first withdrawal, the Benefit Payment will be increased by purchase payments (and Credit Enhancements for ALLSTATE ADVISOR PLUS CONTRACTS)

multiplied by the Withdrawal Benefit Factor. The Benefit Payment is affected by withdrawals as follows:

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

IF THE BENEFIT PAYMENT IS REDUCED TO ZERO, THE SUREINCOME FOR LIFE OPTION WILL TERMINATE.

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

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

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

BENEFIT BASE

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

- . If the withdrawal is less than or equal to the Benefit Payment Remaining in effect immediately prior to the withdrawal, the Benefit Base will be reduced by the amount of the withdrawal.
- . If the withdrawal is greater than the Benefit Payment Remaining in effect immediately prior to the withdrawal, the Benefit Base will be the lesser of:
 - . The Contract Value immediately prior to withdrawal less the amount of the withdrawal; or
 - . The Benefit Base immediately prior to withdrawal less the amount of the withdrawal (this value cannot be less than zero).

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

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

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

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

CONTRACT VALUE

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

WITHDRAWAL BENEFIT PAYOUT PHASE

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



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

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

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

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

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

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

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

INVESTMENT REQUIREMENTS

If you add a SureIncome For Life Option to your Contract, you must adhere to certain requirements related to the investment alternatives in which you may invest. These requirements are described in "INVESTMENT REQUIREMENTS (APPLICABLE TO ALL WITHDRAWAL BENEFIT OPTIONS)" below.

DEATH OF OWNER OR ANNUITANT

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

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

. If the withdrawal is less than or equal to the Benefit Payment Remaining in effect immediately prior to the withdrawal, the SureIncome ROP Death Benefit will be reduced by the amount of the withdrawal.

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

. The Contract Value immediately prior to withdrawal less the amount of the withdrawal; or

. The SureIncome ROP Death Benefit immediately prior to withdrawal less the amount of the withdrawal.

As used in the above calculation, Contract Value incorporates the impact of any purchase payments (and Credit Enhancements in the case of ALLSTATE ADVISOR PLUS CONTRACTS) received on the date of this withdrawal,

but before the application of any SureIncome For Life Withdrawal Benefit Option Fee, Spousal Protection Benefit Option Fee, Spousal Protection Benefit Option for Custodial Individual Retirement Accounts Fee or Contract Maintenance Charge applicable.

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

Refer to the DEATH BENEFITS section page 73 for more details on the SureIncome ROP Death Benefit.

TERMINATION OF THE SUREINCOME FOR LIFE OPTION

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

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

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

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

- 1) to a MODEL PORTFOLIO OPTION available as described below;
- 2) to the DCA Fixed Account Option and then transfer all purchase payments (and Credit Enhancements for ALLSTATE ADVISOR PLUS CONTRACTS) and interest to an available Model Portfolio Option; or
- 3) to a combination of (1) and (2) above.

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

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

* MODEL PORTFOLIO OPTION 1

* TrueBalance Conservative Model Portfolio Option

* TrueBalance Moderately Conservative Model Portfolio Option

* TrueBalance Moderate Model Portfolio Option

* TrueBalance Moderately Aggressive Model Portfolio Option

NOTE: THE TRUEBALANCE MODEL PORTFOLIO OPTIONS WERE FIRST MADE AVAILABLE IN CONNECTION WITH A WITHDRAWAL BENEFIT OPTION ON MAY 1, 2005. ANY TRUEBALANCE MODEL PORTFOLIOS OFFERED UNDER THE TRUEBALANCE ASSET ALLOCATION PROGRAM PRIOR TO MAY 1, 2005, MAY NOT BE USED IN CONNECTION WITH A WITHDRAWAL BENEFIT OPTION.

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

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

MODEL PORTFOLIO OPTION 1.

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

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

Available

Fidelity VIP Freedom Income - Service Class 2 Sub-Account Fidelity VIP Freedom 2010 - Service Class 2 Sub-Account Fidelity VIP Freedom 2020 - Service Class 2 Sub-Account Fidelity VIP Freedom 2030 - Service Class 2 Sub-Account Fidelity VIP Contrafund(R) - Service Class 2 Sub-Account Fidelity VIP Index 500 - Service Class 2 Sub-Account Fidelity VIP Mid Cap - Service Class 2 Sub-Account FTVIP Franklin Growth and Income Securities - Class 2 Sub-Account FTVIP Franklin Income Securities - Class 2 Sub-Account FTVIP Franklin Large Cap Growth Securities - Class 2 Sub-Account FTVIP Mutual Global Discovery Securities - Class 2 Sub-Account FTVIP Franklin Small Cap Value Securities - Class 2 Sub-Account FTVIP Franklin U.S. Government - Class 2 Sub-Account FTVIP Mutual Shares Securities - Class 2 Sub-Account FTVIP Templeton Developing Markets Securities - Class 2 Sub-Account FTVIP Templeton Foreign Securities - Class 2 Sub-Account Lord Abbett Series - Fundamental Equity Sub-Account Lord Abbett Series - Bond-Debenture Sub-Account Lord Abbett Series - Growth and Income Sub-Account Lord Abbett Series - Growth Opportunities Sub-Account Lord Abbett Series - Mid-Cap Stock Sub-Account/(5)/ Oppenheimer Small- & Mid-Cap Growth/VA - Service Shares Sub-Account/(4)/ Oppenheimer Balanced/VA - Service Shares Sub-Account/(4)/ Oppenheimer Core Bond/VA - Service Shares Sub-Account Oppenheimer Capital Appreciation/VA - Service Shares Sub-Account Oppenheimer High Income/VA - Service Shares Sub-Account/(4)/ Oppenheimer Main Street(R)/VA - Service Shares Sub-Account Oppenheimer Main Street Small- & Mid-Cap(R)/VA - Service Shares Sub-Account Oppenheimer Global Strategic Income/VA - Service Shares Sub-Account Putnam VT Equity Income - Class IB Sub-Account Putnam VT Global Asset Allocation - Class IB Sub-Account Putnam VT Growth and Income - Class IB Sub-Account Putnam VT High Yield - Class IB Sub-Account Putnam VT Income - Class IB Sub-Account

Putnam VT International Equity - Class IB Sub-Account Putnam VT Investors - Class IB Sub-Account Putnam VT Money Market - Class IB Sub-Account Putnam VT George Putnam Balanced Fund - Class IB Sub-Account

Putnam VT Voyager - Class IB Sub-Account UIF Emerging Markets Debt, Class II Sub-Account UIF Equity and Income, Class II Sub-Account UIF Global Franchise, Class II Sub-Account UIF Mid Cap Growth, Class II Sub-Account Invesco Van Kampen V.I. American Value, Class I Sub-Account & Invesco Van Kampen V.I. American Value, Class II Sub-Account/(2)(5)/ UIF U.S. Real Estate, Class II Sub-Account Invesco Van Kampen V.I. American Franchise - Series II Sub-Account/(5)/ Invesco Van Kampen V.I. Comstock - Series II Sub-Account Invesco Van Kampen V.I. Growth and Income - Series II, Class II Sub-Account

Excluded

Fidelity VIP Growth Stock - Service Class 2 Sub-Account Oppenheimer Global Securities/VA - Service Shares Sub-Account UIF Growth, Class I Sub-Account &

UIF Growth, Class II Sub-Account/(2)/

UIF Small Company Growth, Class II Sub-Account Invesco Van Kampen V.I. Mid Cap Growth - Series II Sub-Account/(3)/



(1)The FTVIP Franklin Small-Mid Cap Growth Securities - Class 2 Sub-Account and the FTVIP Templeton Global Bond Securities -Class 2 Sub-Account, which were closed to new investments effective May 1, 2003, are not available with the SureIncome Option. You must transfer any portion of your Contract Value that is allocated to these Variable Sub-Accounts to any of the remaining Variable Sub-Accounts offered with the SureIncome Option prior to adding the SureIncome Option to your Contract.*

(2)The UIF Growth, Class II Sub-Account and the Invesco Van Kampen V.I. American Value - Series II Sub-Account are offered with Contracts issued on or after May 1, 2004. Generally Contract Owners of Contracts issued prior to May 1, 2004, may invest only in the UIF Growth, Class I Sub-Account and the Invesco Van Kampen V.I. American Value - Series I Sub-Account. Contracts issued prior to May 1, 2004 that participate in certain TrueBalance model portfolios may invest in UIF Growth, Class II Sub-Account and the Invesco Van Kampen V.I. American Value - Series II Sub-Account.

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

(4)Effective as of August 30, 2010, the following Variable Sub-Accounts closed to all Contract Owners except those Contract Owners who had contract value invested in the indicated Variable Sub-Account as of the closure date:

Oppenheimer High Income/VA - Service Shares Sub-Account Oppenheimer Small- & Mid-Cap Growth/VA - Service Shares Sub-Account

Effective as of November 19, 2010, the following Variable Sub-Account closed to all Contract Owners except those Contract Owners who had contract value invested in the indicated Variable Sub-Account as of the closure date:

Oppenheimer Balanced/VA - Service Shares Sub-Account

Contract Owners who had contract value invested in the indicated Variable Sub-Account 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-Account following the closure date. Contract Owners who did not have contract value invested in the indicated Variable Sub-Accounts as of the specified closure date may not invest in the Variable Sub-Accounts.

(5)Effective May 1, 2012, the following Portfolio changed its name:

PREVIOUS NAME	NEW NAME
Lord Abbett Series Fund - Mid-Cap Value	Lord Abbett Series Fund - Mid-Cap Stock

Effective on or after April 30, 2012, the following Portfolios will change their names:

PREVIOUS NAME	NEW NAME
Invesco Van Kampen V.I. Mid-Cap Value - Series I	Invesco Van Kampen V.I. American Value - Series I
Invesco Van Kampen V.I. Mid-Cap Value - Series II	Invesco Van Kampen V.I. American Value - Series II
Invesco Van Kampen V.I. Capital Growth - Series II	Invesco Van Kampen V.I. American Franchise - Series II

* AS NOTED ABOVE, CERTAIN VARIABLE SUB-ACCOUNTS ARE CLOSED TO NEW INVESTMENTS. IF YOU INVESTED IN THESE VARIABLE SUB-ACCOUNTS PRIOR TO THE EFFECTIVE CLOSE DATE, YOU MAY CONTINUE YOUR INVESTMENTS. IF PRIOR TO THE EFFECTIVE CLOSE DATE, YOU ENROLLED IN ONE OF OUR AUTOMATIC TRANSACTION PROGRAMS, SUCH AS AUTOMATIC ADDITIONS, PORTFOLIO REBALANCING OR DOLLAR COST AVERAGING, WE WILL CONTINUE TO EFFECT AUTOMATIC TRANSACTIONS TO THESE VARIABLE SUB-ACCOUNTS IN ACCORDANCE WITH THAT PROGRAM. OUTSIDE OF THESE AUTOMATIC TRANSACTION PROGRAMS, ADDITIONAL ALLOCATIONS WILL NOT BE ALLOWED. IF YOU CHOOSE TO ADD ANY WITHDRAWAL BENEFIT OPTION ON OR AFTER THE EFFECTIVE CLOSE DATE, YOU MUST TRANSFER ANY PORTION OF YOUR CONTRACT VALUE THAT IS ALLOCATED TO THESE VARIABLE SUB-ACCOUNTS TO ANY OF THE REMAINING VARIABLE SUB-ACCOUNTS AVAILABLE WITH A WITHDRAWAL BENEFIT OPTION PRIOR TO ADDING IT TO YOUR CONTRACT.

TRUEBALANCE/SM/ MODEL PORTFOLIO OPTIONS.

If you choose one of the TrueBalance/SM/ Model Portfolio Options or transfer your entire Contract Value into one of the TrueBalance/SM/ Model Portfolio Options, you may not choose the Variable Sub-Accounts or make transfers among the Variable Sub-Accounts that comprise that TrueBalance Model Portfolio Option. Each TrueBalance Model Portfolio involves an allocation of assets among a group of pre-selected Variable Sub-Accounts. You cannot make transfers among the Variable Sub-Accounts nor vary the Variable Sub-Accounts that comprise a TrueBalance Model Portfolio Option. If you choose a TrueBalance Model Portfolio Option, we will invest and periodically reallocate your Contract Value according to the allocation percentages and requirements for the TrueBalance Model Portfolio Option you have selected currently. For more information regarding the TrueBalance program, see the "TrueBalance/SM/ Asset

Allocation Program" section of this prospectus. However, note that the restrictions described in this section, specifically the restrictions on transfers and the requirement that all of your Contract Value be allocated to a TrueBalance Model Portfolio Option, apply to the TrueBalance program only if you have added a Withdrawal Benefit Option to your Contract.

INVESTMENT ALTERNATIVES: THE VARIABLE SUB-ACCOUNTS

You may allocate your purchase payments to up to 59 Variable Sub-Accounts. Each Variable Sub-Account invests in the shares of a corresponding Portfolio. Each Portfolio has its own investment objective(s) and policies. We briefly describe the Portfolios below.

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

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YOU SHOULD CAREFULLY CONSIDER THE INVESTMENT OBJECTIVES, RISKS, CHARGES AND EXPENSES OF THE INVESTMENT ALTERNATIVES WHEN MAKING AN ALLOCATION TO THE VARIABLE SUB-ACCOUNTS. TO OBTAIN ANY OR ALL OF THE UNDERLYING PORTFOLIO

PROSPECTUSES, PLEASE CONTACT US AT 1-800-457-7617 OR GO TO WWW.ACCESSALLSTATE.COM.

* Certain Variable Sub-Accounts may not be available depending on the date you purchased your Contract. In addition, Certain Variable Sub-Accounts are closed to Contract Owners not invested in the specified Variable Sub-Accounts by a designated date. Please see page 48 for more information.

PORTFOLIO:	EACH PORTFOLIO SEEKS:	INVESTMENT ADVISER:
Fidelity VIP Contrafund(R) Portfolio--Service Class 2	Long-term capital appreciation	FIDELITY MANAGEMENT & RESEARCH COMPANY
Fidelity VIP Freedom 2010 Portfolio--Service Class 2	High total return with a secondary objective of principal preservation as the fund approaches its target date and beyond	STRATEGIC ADVISORS, INC.
Fidelity VIP Freedom 2020 Portfolio--Service Class 2	High total return with a secondary objective of principal preservation as the fund approaches its target date and beyond	
Fidelity VIP Freedom 2030 Portfolio--Service Class 2	High total return with a secondary objective of principal preservation as the fund approaches its target date and beyond	
Fidelity VIP Freedom Income Portfolio--Service Class 2	High total return with a secondary objective of principal preservation	
Fidelity VIP Growth Stock Portfolio--Service Class 2	To achieve capital appreciation	FIDELITY MANAGEMENT & RESEARCH COMPANY
Fidelity VIP Index 500 Portfolio--Service Class 2	Investment results that correspond to the total return of common stocks publicly traded in the United States as represented by the Standard & Poor's 500/(SM)/ Index (S&P 500(R))	
Fidelity VIP Mid Cap Portfolio--Service Class 2	Long-term growth of capital	
FTVIP Franklin Growth and Income Securities Fund--Class 2	Capital appreciation with current income as a secondary goal.	
FTVIP Franklin Income Securities Fund--Class 2	Maximize income while maintaining prospects for capital appreciation.	FRANKLIN ADVISERS, INC.
FTVIP Franklin Large Cap Growth Securities Fund--Class 2	Capital appreciation	
FTVIP Franklin Small-Mid Cap Growth Securities Fund--Class 2/(1)/	Long-term capital growth.	
FTVIP Franklin U.S. Government Fund--Class 2	Income	
FTVIP Templeton Global Bond Securities Fund--Class 2/(1)/	High current income, consistent with preservation of capital, with capital appreciation as a secondary consideration.	
FTVIP Franklin Small Cap Value Securities Fund-- Class 2	Long-term total return.	FRANKLIN ADVISORY SERVICES, LLC
FTVIP Mutual Global Discovery Securities Fund-- Class 2	Capital appreciation	FRANKLIN MUTUAL ADVISERS, LLC
FTVIP Mutual Shares Securities Fund--Class 2	Capital appreciation with income as a secondary goal	
FTVIP Templeton Developing Markets Securities Fund--Class 2	Long-term capital appreciation.	TEMPLETON ASSET MANAGEMENT LTD.
FTVIP Templeton Foreign Securities Fund--Class 2	Long-term capital growth.	TEMPLETON INVESTMENT COUNSEL, LLC

PORTFOLIO:	EACH PORTFOLIO SEEKS:	INVESTMENT ADVISER:
Lord Abbett Series Fund Inc.--Fundamental Equity Portfolio	Long-term growth of capital and income without excessive fluctuations in market value	
Lord Abbett Series Fund Inc.--Bond-Debtenture Portfolio	High current income and the opportunity for capital appreciation to produce a high total return	LORD, ABBETT & CO. LLC
Lord Abbett Series Fund Inc.--Growth and Income Portfolio	Long-term growth of capital and income without excessive fluctuations in market value	
Lord Abbett Series Fund Inc.--Growth Opportunities Portfolio	Capital appreciation	
Lord Abbett Series Fund Inc.--Mid-Cap Stock Portfolio/(6)/	Capital appreciation through investments, primarily in equity securities, which are believed to be undervalued in the marketplace	
Oppenheimer Small- & Mid-Cap Growth Fund/ VA--Service Shares/(5)/	Capital appreciation by investing in "growth type" companies.	
Oppenheimer Balanced Fund/VA--Service Shares/(5)/	A high total investment return, which includes current income and capital appreciation in the value of its shares.	
Oppenheimer Core Bond Fund/VA--Service Shares	High level of current income. As a secondary objective, the Portfolio seeks capital appreciation when consistent with its primary objective.	OPPENHEIMERFUNDS, INC.
Oppenheimer Capital Appreciation Fund/VA-- Service Shares	Capital appreciation by investing in securities of well-known, established companies.	
Oppenheimer Global Securities Fund/VA--Service Shares	Long-term capital appreciation by investing a substantial portion of assets in securities of foreign issuers, growth-type companies, cyclical industries and special situations that are considered to have appreciation possibilities.	
Oppenheimer High Income Fund/VA--Service Shares/(5)/	A high level of current income from investment in high-yield, fixed-income securities.	
Oppenheimer Main Street Fund(R)/VA--Service Shares	High total return.	
Oppenheimer Main Street Small- & Mid-Cap Fund(R)/VA--Service Shares	Capital appreciation.	
Oppenheimer Global Strategic Income Fund/VA-- Service Shares	A high level of current income principally derived from interest on debt securities.	

PORTFOLIO: EACH PORTFOLIO SEEKS: INVESTMENT ADVISER:

Putnam VT Equity Income Fund--Class IB Capital growth and current income.

Putnam VT George Putnam Balanced Fund--Class IB To provide a balanced investment composed of a well diversified portfolio of stocks and bonds, which produce both capital growth and current income.

Putnam VT Global Asset Allocation Fund--Class IB Long-term return consistent with the preservation of capital.

Putnam VT Growth and Income Fund--Class IB Capital growth and current income.

Putnam VT Global Health Care Fund--Class IB/(2)/ Capital appreciation.

PUTNAM INVESTMENT
MANAGEMENT, LLC

Putnam VT High Yield Fund--Class IB High current income. Capital growth is a secondary goal when consistent with achieving high current income. ("PUTNAM MANAGEMENT")

Putnam VT Income Fund--Class IB High current income consistent with what Putnam Management believes to be prudent risk.

Putnam VT International Equity Fund--Class IB Capital appreciation.

Putnam VT Investors Fund--Class IB Long-term growth of capital and any increased income that results from this growth.

Putnam VT Money Market Fund--Class IB As high a rate of current income as Putnam Management believes is consistent with preservation of capital and maintenance of liquidity.

Putnam VT Multi-Cap Growth Fund--Class IB Long-term capital appreciation.

Putnam VT Research Fund--Class IB/(2)/ Capital appreciation.

Putnam VT Global Utilities Fund--Class IB/(2)/ Capital growth and current income.

Putnam VT Voyager Fund--Class IB Capital appreciation.

UIF Growth Portfolio, Class I & UIF Growth Portfolio, Class II/(5)/ Long-term capital appreciation by investing primarily in growth-oriented equity securities of large capitalization companies.

UIF Emerging Markets Debt Portfolio, Class II High total return by investing primarily in fixed income securities of government and government-related issuers and, to a lesser extent, of corporate issuers in emerging market countries. MORGAN STANLEY INVESTMENT MANAGEMENT INC.

UIF Global Franchise Portfolio, Class II Long-term capital appreciation.

UIF Mid Cap Growth Portfolio, Class II Long-term capital growth by investing primarily in common stocks and other equity securities.

UIF Small Company Growth Portfolio, Class II Long-term capital appreciation by investing primarily in growth-oriented equity securities of small companies.

UIF U.S. Real Estate Portfolio, Class II Above average current income and long-term capital appreciation by investing primarily in equity securities of companies in the U.S. real estate industry, including real estate investment trusts.



PORTFOLIO: EACH PORTFOLIO SEEKS: INVESTMENT ADVISER:

Invesco Van Kampen V.I. American Franchise Fund, Series II(6)/ Capital appreciation.

Invesco Van Kampen V.I. Comstock Portfolio, Series II Capital growth and income through investments in equity securities, including common stocks, preferred stocks and securities convertible into common and preferred stocks. INVESCO ADVISERS, INC.

Invesco Van Kampen V.I. Equity and Income Portfolio--Series II Capital appreciation and current income.

Invesco Van Kampen V.I. Growth and Income Portfolio, Series II Long-term growth of capital and income.

Invesco Van Kampen V.I. Mid Cap Growth Portfolio, Series II(3)/ Capital growth

Invesco Van Kampen V.I. American Value Fund-- Series I & Invesco Van Kampen V.I. American Value Fund--Series II(4)(6)/ Above-average total return over a market cycle of three to five years by investing in common stocks and other equity securities.

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

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

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

(4) The Variable Sub-Accounts that invest in the UIF Growth Portfolio, Class II and the Invesco Van Kampen V.I. American Value Fund - Series II are offered with Contracts issued on or after May 1, 2004. Contracts issued prior to May 1, 2004, may only invest in the Variable Sub-Accounts that invest in the UIF Growth Portfolio, Class I and the Invesco Van Kampen V.I. American Value Fund - Series I Contracts issued prior to May 1, 2004 that participate in certain TrueBalance model portfolios may invest in UIF Growth, Class II Sub-Account and the Invesco Van Kampen V.I. American Value Fund - Series II.

(5) Effective as of August 30, 2010, the following Variable Sub-Accounts closed to all Contract Owners except those Contract Owners who had contract value invested in the indicated Variable Sub-Account as of the closure date:

Oppenheimer High Income/VA - Service Shares Sub-Account Oppenheimer Small- & Mid-Cap Growth/VA - Service Shares Sub-Account

Effective as of November 19, 2010, the following Variable Sub-Account closed to all Contract Owners except those Contract Owners who had contract value invested in the indicated Variable Sub-Account as of the closure date:

Oppenheimer Balanced/VA - Service Shares Sub-Account

Contract Owners who had contract value invested in the indicated Variable Sub-Account 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-Account following the closure date. Contract Owners who did not have contract value invested in the indicated Variable Sub-Accounts as of the specified closure date may not invest in the Variable Sub-Accounts.

(6) Effective May 1, 2012, the following Portfolio changed its name:

PREVIOUS NAME	NEW NAME
Lord Abbett Series Fund - Mid-Cap Value	Lord Abbett Series Fund - Mid-Cap Stock

Effective on or after April 30, 2012, the following Portfolios will change their names:

PREVIOUS NAME	NEW NAME
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Invesco Van Kampen V.I. Mid-Cap Value - Series I	Invesco Van Kampen V.I. American Value - Series I
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Invesco Van Kampen V.I. Mid-Cap Value - Series II	Invesco Van Kampen V.I. American Value - Series II
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Invesco Van Kampen V.I. Capital Growth - Series II	Invesco Van Kampen V.I. American Franchise - Series II
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AMOUNTS YOU ALLOCATE TO VARIABLE SUB-ACCOUNTS MAY GROW IN VALUE, DECLINE IN VALUE, OR GROW LESS THAN YOU EXPECT, DEPENDING ON THE INVESTMENT PERFORMANCE OF THE PORTFOLIOS IN WHICH THOSE VARIABLE SUB-ACCOUNTS INVEST. YOU BEAR THE INVESTMENT RISK THAT THE PORTFOLIOS MIGHT NOT MEET THEIR INVESTMENT OBJECTIVES. SHARES OF THE PORTFOLIOS ARE NOT DEPOSITS IN, OR OBLIGATIONS OF, OR GUARANTEED OR ENDORSED BY, ANY BANK AND ARE NOT INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION, THE FEDERAL RESERVE BOARD OR ANY OTHER AGENCY.

VARIABLE INSURANCE PORTFOLIOS MIGHT NOT BE MANAGED BY THE SAME PORTFOLIO

MANAGERS WHO MANAGE RETAIL MUTUAL FUNDS WITH SIMILAR NAMES. THESE PORTFOLIOS ARE LIKELY TO DIFFER FROM SIMILARLY NAMED RETAIL

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

TRUEBALANCE/SM/ ASSET ALLOCATION PROGRAM

THE TRUEBALANCE ASSET ALLOCATION PROGRAM ("TRUEBALANCE PROGRAM") IS NO LONGER OFFERED FOR NEW ENROLLMENTS. IF YOU ENROLLED IN THE TRUEBALANCE PROGRAM PRIOR TO JANUARY 31, 2008, YOU MAY REMAIN IN THE PROGRAM. IF YOU TERMINATE YOUR ENROLLMENT OR OTHERWISE TRANSFER YOUR CONTRACT VALUE OUT OF THE PROGRAM, YOU MAY NOT RE-ENROLL.

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

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

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

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

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

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

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

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

Allstate Life may offer new or revised TrueBalance model portfolios at any time, and may retain a different investment management firm to create any such new or revised TrueBalance model portfolios. Allstate Life will not automatically reallocate your Contract Value allocated to the Variable Sub-Accounts to match any new or revised model portfolios that are offered. If you are

invested in the TrueBalance model portfolio, your Morgan Stanley Financial Advisor will notify you of any new or revised TrueBalance model portfolios that may be available. If you wish to invest in accordance with a new or revised TrueBalance model portfolio, you must submit a transfer request to transfer your Contract Value in your existing TrueBalance model portfolio in accordance with the new TrueBalance model portfolio. If you do not request a transfer to a new TrueBalance model portfolio, we will continue to rebalance your Contract Value in accordance with your existing TrueBalance model portfolio. At any given time, you may only elect a TrueBalance model portfolio that is available at the time of election.

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

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

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

THE FOLLOWING APPLIES TO TRUEBALANCE MODEL PORTFOLIOS SELECTED PRIOR TO MAY 1, 2005. TRUEBALANCE MODEL PORTFOLIOS SELECTED PRIOR TO MAY 1, 2005, ARE NOT AVAILABLE WITH THE TRUEReturn OPTION OR A WITHDRAWAL BENEFIT OPTION:

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

THE FOLLOWING APPLIES TO TRUEBALANCE MODEL PORTFOLIOS SELECTED ON OR AFTER MAY 1, 2005, WITH THE TRUEReturn OPTION OR A WITHDRAWAL BENEFIT OPTION:

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

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

THE FOLLOWING APPLIES TO TRUEBALANCE MODEL PORTFOLIOS SELECTED ON OR AFTER MAY 1, 2005, WITHOUT THE TRUEReturn OPTION OR A WITHDRAWAL BENEFIT OPTION:

For TrueBalance model portfolios selected on or after May 1, 2005, without the TrueReturn or SureIncome Option, you may not make transfers from the Variable Sub-Accounts to any of the other Variable Sub-Accounts. You may make transfers, as allowed under the contract, from the Fixed Account Options to other Fixed Account Options or to the Variable Sub-Accounts included in your model portfolio, but only according to the allocation specifications of that model portfolio. You may make transfers from the Variable Sub-Accounts to any of the Fixed Account Options, except the DCA Fixed

Account Option. Transfers to Fixed Account Options may be inconsistent with the investment style you selected and with the purpose of the TrueBalance program. However, all of your Contract Value in the Variable Sub-Accounts will be automatically rebalanced at the next calendar quarter according to the percentage allocations for your currently selected model portfolio. You should consult with your sales representative before making transfers.

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

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

INVESTMENT ALTERNATIVES: THE FIXED ACCOUNT OPTIONS

You may allocate all or a portion of your purchase payments (and Credit Enhancements for ALLSTATE ADVISOR PLUS CONTRACTS) to the Fixed Account Options. The Fixed Account Options we offer include the DOLLAR COST AVERAGING FIXED ACCOUNT OPTION, the STANDARD FIXED ACCOUNT OPTION, and the MARKET VALUE ADJUSTED FIXED ACCOUNT OPTION. We may offer additional Fixed Account Options in the future. Some Options are not available in all states. In addition, Allstate Life may limit the availability of some Fixed Account Options. Please consult with your representative for current information. The Fixed Account supports our insurance and annuity obligations. The Fixed Account consists of our general assets other than those in segregated asset accounts. We have sole discretion to invest the assets of the Fixed Account, subject to applicable law. Any money you allocate to the Fixed Account does not entitle you to share in the investment experience of the Fixed Account.

DOLLAR COST AVERAGING FIXED ACCOUNT OPTION

The Dollar Cost Averaging Fixed Account Option ("DCA Fixed Account Option") is one of the investment alternatives that you can use to establish a Dollar Cost Averaging Program, as described on page 57.

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

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

Your purchase payments (and Credit Enhancements for ALLSTATE ADVISOR PLUS CONTRACTS) will earn interest while in the DCA Fixed Account Option at the interest rate in effect at the time of the allocation, depending on the term length chosen for the Transfer Period Account and the type of Contract you have. The interest rates may also differ from those available for other Fixed Account Options. The minimum interest rate associated with the DCA Fixed Account Option is based upon state requirements and the date an application to purchase a Contract is signed. This minimum interest rate will not change after Contract issue.

You must transfer all of your money, plus accumulated interest, out of a Transfer Period Account to other investment alternatives in equal monthly installments during the term of the Transfer Period Account. We reserve the right to restrict the investment alternatives available for transfers from any Transfer Period Account. You may not transfer money from the Transfer Period Accounts to any of the Fixed Account Options available under your Contract. The first transfer will occur on the next Valuation Date after you establish a Transfer Period Account. If we do not receive an allocation instruction from you when we receive the purchase payment, we will transfer each installment to the Putnam VT Money Market Variable Sub-Account until we receive a different allocation instruction. At the expiration of a Transfer Period Account any remaining amounts in the Transfer Period Account will be transferred to the Putnam VT Money Market Variable Sub-Account unless you request a different investment alternative. Transferring Contract Value to the Putnam VT Money Market Variable Sub-Account in this manner may not be consistent with the theory of dollar cost averaging described on page 57.

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

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

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

The DCA Fixed Account Option currently is not available if you have selected

the ALLSTATE ADVISOR PREFERRED CONTRACT WITH NO WITHDRAWAL CHARGE OPTION.

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

STANDARD FIXED ACCOUNT OPTION

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

At the time you allocate a purchase payment or transfer amount to the Standard Fixed Account Option, you must select the Guarantee Period for that allocation from among the available Standard Fixed Guarantee Periods. For ALLSTATE ADVISOR CONTRACTS, we currently offer Standard Fixed Guarantee Periods of 1, 3, 5 and 7 years in length. FOR ALLSTATE ADVISOR PLUS AND ALLSTATE ADVISOR PREFERRED CONTRACTS, WE CURRENTLY ARE NOT OFFERING THE STANDARD FIXED ACCOUNT OPTION. Refer to Appendix A for more information. We may offer other Guarantee Periods in the future. If you allocate a purchase payment to the Standard Fixed Account Option, but do not select a Standard Fixed Guarantee Period for the new Standard Fixed Guarantee Period Account, we will allocate the purchase payment or transfer to a new Standard Fixed Guarantee Period Account with the same Standard Fixed Guarantee Period as the Standard Fixed Guarantee Period Account of your most recent purchase payment or transfer. If we no longer offer that Standard Fixed Guarantee Period, then we will allocate the purchase payment or transfer to a new Standard Fixed Guarantee Period Account with the next shortest term currently offered. If you have not made a prior allocation to a Guarantee Period Account, then we will allocate the purchase payment or transfer to a new Standard Fixed Guarantee Period Account of the shortest Standard Fixed Guarantee Period we are offering at that time.

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

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

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

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

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

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

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

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

The money in the Standard Fixed Guarantee Period Account will earn interest at the declared renewal rate from the renewal date until the date we receive notification of your election. If we receive notification of your election to make a transfer or withdrawal from a renewing Standard Fixed Guarantee Period Account on or before the renewal date, the transfer or withdrawal will be deemed to have occurred on the renewal date. If we receive notification of your election to make a transfer or withdrawal from the renewing Standard Fixed Guarantee Period Account after the renewal date, but before the expiration of the 30-Day Window, the transfer or withdrawal will be deemed to have occurred on the day we receive such notice. Any remaining balance not withdrawn or transferred from the renewing Standard Fixed Guarantee Period Account will continue to earn interest until the next renewal date at the declared renewal rate. If we do not receive notification from you within the 30-Day Window, we will assume that you have elected to renew the Standard Fixed Guarantee Period Account and the amount in the renewing Standard Fixed Guarantee Period Account will continue to earn interest at the declared renewal rate until the next renewal date, and will be subject to all restrictions of the Standard Fixed Account Option.

The Standard Fixed Account Option currently is not available with ALLSTATE

ADVISOR PLUS and ALLSTATE ADVISOR PREFERRED CONTRACTS.

MARKET VALUE ADJUSTED FIXED ACCOUNT OPTION

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

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

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

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

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

for a maturity equal to the Market Value Adjusted Fixed Guarantee Period at the time the Market Value Adjusted Fixed Guarantee Period Account is established with the Treasury Rate for the same maturity at the time the money is taken from the Market Value Adjusted Fixed Guarantee Period Account.

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

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

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

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

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

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

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

Value Adjusted Fixed Guarantee Period, the Market Value Adjusted Fixed Guarantee Period for the new Market Value Adjusted Fixed Guarantee Period Account will be the next shortest term length we offer for the Market Value Adjusted Fixed Account Option at that time, and the interest rate will be the rate declared by us at that time for such term.

INVESTMENT ALTERNATIVES: TRANSFERS

TRANSFERS DURING THE ACCUMULATION PHASE

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

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

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

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

We reserve the right to waive any transfer restrictions.

TRANSFERS DURING THE PAYOUT PHASE

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

TELEPHONE OR ELECTRONIC TRANSFERS

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

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

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

MARKET TIMING & EXCESSIVE TRADING

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

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

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

TRADING LIMITATIONS

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

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

. we are informed by one or more of the Portfolios that they intend to restrict the purchase, exchange, or redemption of Portfolio shares because of excessive trading or because they believe that a specific transfer or group of transfers would have a detrimental effect on the prices of Portfolio shares.

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

. the total dollar amount being transferred, both in the aggregate and in the transfer request;

. the number of transfers you make over a period of time and/or the period of time between transfers (note: one set of transfers to and from a Variable Sub-Account in a short period of time can constitute market timing);

. whether your transfers follow a pattern that appears designed to take advantage of short term market fluctuations, particularly within certain Variable Sub-Account underlying Portfolios that we have identified as being susceptible to market timing activities (e.g., International, High Yield, and Small Cap Variable Sub-Accounts);

. whether the manager of the underlying Portfolio has indicated that the transfers interfere with Portfolio management or otherwise adversely impact the Portfolio; and

. the investment objectives and/or size of the Variable Sub-Account underlying Portfolio.

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

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

In our sole discretion, we may revise our Trading Limitations at any time as necessary to better deter or

minimize market timing and excessive trading or to comply with regulatory requirements.

SHORT TERM TRADING FEES

The underlying Portfolios are authorized by SEC regulation to adopt and impose redemption fees if a Portfolio's Board of Directors determines that such fees are necessary to minimize or eliminate short-term transfer activity that can reduce or dilute the value of outstanding shares issued by the Portfolio. The Portfolio will set the parameters relating to the redemption fee and such parameters may vary by Portfolio. If a Portfolio elects to adopt and charge redemption fees, these fees will be passed on to the Contract Owner(s) responsible for the short-term transfer activity generating the fee.

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

DOLLAR COST AVERAGING PROGRAM

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

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

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

AUTOMATIC PORTFOLIO REBALANCING PROGRAM

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

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

Example:

Assume that you want your initial purchase payment split among 2 Variable Sub-Accounts. You want 40% to be in the Putnam VT Income - Class IB Sub-Account and 60% to be in the Oppenheimer Small- & Mid-Cap Growth/VA - Service Shares Sub-Account. Over the next 2 months the bond market does very well while the stock market performs poorly. At the end of the first quarter, the Putnam VT Income - Class IB Sub-Account now represents 50% of your holdings because of its increase in value. If you choose to have your holdings in a Contract or Contracts rebalanced quarterly, on the first day of the next quarter we would sell some of your units in the Putnam VT Income

- Class IB Sub-Account for the appropriate Contract(s) and use the money to buy more units in the Oppenheimer Small- & Mid-Cap Growth/VA - Service Shares Sub-Account so that the percentage allocations would again be 40% and 60%, respectively.

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

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

EXPENSES

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

CONTRACT MAINTENANCE CHARGE

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

withdraw your entire Contract Value, unless your Contract qualifies for a waiver. During the Payout Phase, we will deduct the charge proportionately from each income payment.

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

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

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

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

ADMINISTRATIVE EXPENSE CHARGE

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

MORTALITY AND EXPENSE RISK CHARGE

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

ALLSTATE ADVISOR	1.10%

ALLSTATE ADVISOR PLUS	1.40%

ALLSTATE ADVISOR PREFERRED (5-YEAR WITHDRAWAL CHARGE OPTION)	1.40%

ALLSTATE ADVISOR PREFERRED (3-YEAR WITHDRAWAL CHARGE OPTION)	1.50%

ALLSTATE ADVISOR PREFERRED (NO WITHDRAWAL CHARGE OPTION)	1.60%

The mortality and expense risk charge is for all the insurance benefits available with your Contract (including our guarantee of annuity rates and the death benefits), for certain expenses of the Contract, and for assuming the risk (expense risk) that the current charges will not be sufficient in the future to cover the cost of administering the Contract. The mortality and expense risk charge also helps pay for the cost of the Credit Enhancement under the ALLSTATE ADVISOR PLUS CONTRACT. If the charges under the Contract are not sufficient, then we will bear the loss. We charge an additional amount for the optional benefits to compensate us for the additional risk that we accept by providing these options.

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

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

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

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

. 0.25% (maximum of 0.35%) if the oldest Contract Owner and oldest Annuitant are age 70 or younger on the Rider Application Date;

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

The charges may be increased but they will never exceed the maximum charges shown above. We guarantee that we will not increase the mortality and expense risk charge for this option after you have added it to your Contract. However, if your spouse

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elects to continue the Contract in the event of your death and if he or she elects to continue the Earnings Protection Death Benefit Option, the charge will be based on the ages of the oldest new Contract Owner and the oldest Annuitant at the time the Contract is continued. Refer to the Death Benefit Payments provision in this prospectus for more information. We deduct the charge for this option only during the Accumulation Phase.

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

TRUERETURN/SM/ ACCUMULATION BENEFIT OPTION FEE

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

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

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

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

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

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

from the Contract Anniversary to the date of termination, or if you terminate this Option during the first Contract Year after adding the Option, the number of full months from the Rider Date to the date of termination, divided by twelve, multiplied by 0.10%, with the result multiplied by the Contract Value immediately prior to the termination.

RETIREMENT INCOME GUARANTEE OPTION FEE

We discontinued offering the Retirement Income Guarantee Options as of January 1, 2004 (up to May 1, 2004 in certain states). Fees described below apply to Contract Owners who selected an Option prior to January 1, 2004 (up to May 1, 2004 in certain states). We impose a separate annual Rider Fee for RIG 1 and RIG 2. The current annual Rider Fee for RIG 1 is 0.40% of the Income Base on each Contract Anniversary. For Contract Owners who added RIG 1 prior to May 1, 2003, the annual Rider Fee is 0.25%. The current annual Rider Fee for RIG 2 is 0.55% of the Income Base on each Contract Anniversary. For Contract Owners who added RIG 2 prior to May 1, 2003, the annual Rider Fee is 0.45%. See "Retirement Income Guarantee Options" for details.

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

WITHDRAWAL BENEFIT OPTION FEE

We charge separate annual Rider Fees for each of the SureIncome Option (the "SUREINCOME OPTION FEE"), the SureIncome Plus Option (the "SUREINCOME PLUS OPTION FEE"), and the SureIncome For Life Option (the "SUREINCOME FOR LIFE OPTION FEE"). Collectively, we refer to the SureIncome Option Fee, the SureIncome Plus Option Fee and the SureIncome For Life Option Fee as the

"WITHDRAWAL BENEFIT OPTION FEES". "WITHDRAWAL BENEFIT OPTION FEE" is used to

refer to any one of the Withdrawal Benefit Option Fees.

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

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

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

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

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

Option Fees on each Contract Anniversary up to and including the date you terminate the Option.

If you terminate the SureIncome Option or the SureIncome Plus Option on a date other than a Contract Anniversary, we will deduct the Withdrawal Benefit Option Fee unless the termination is on the Payout Start Date or is due to the death of the Contract Owner or Annuitant. If you terminate the SureIncome For Life Option on a date other than a Contract Anniversary, we will deduct the SureIncome For Life Option Fee unless the termination is on the Payout Start Date or is due to the death of the Contract Owner, Annuitant, or the death of the SureIncome Covered Life. The Withdrawal Benefit Option Fee will be prorated to cover the period from the last Contract Anniversary to the date of termination or, if you terminate the Withdrawal Benefit Option during the first Benefit Year, from the Rider Date to the date of termination. For the SureIncome Option, the pro-rated SureIncome Option Fee will be equal to the number of full months from the Contract Anniversary to the date of termination or, if you terminate the SureIncome Option during the first Benefit Year, the number of full months from the Rider Date to the date of termination, divided by twelve, multiplied by 0.50%, with the result multiplied by the Benefit Base immediately prior to the withdrawal or termination. For the SureIncome Plus Option and the SureIncome For Life Option, the pro-rated Withdrawal Benefit Option Fee will be equal to the number of full months from the Contract Anniversary to the date of termination or, if you terminate the Withdrawal Benefit Option during the first Benefit Year, the number of full months from the Rider Date to the date of termination, divided by twelve, multiplied by 0.65%, with the result multiplied by the Benefit Base immediately prior to the withdrawal or termination. The Withdrawal Benefit Option Fee will be waived during the Withdrawal Benefit Payout Phase.

TRANSFER FEE

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

WITHDRAWAL CHARGE

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

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

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

FREE WITHDRAWAL AMOUNT

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

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

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

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

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

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

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

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

For purposes of assessing the withdrawal charge for a Charitable Remainder Trust-Owned Contract, we will



treat withdrawals as coming from the earnings first and then the oldest purchase payments as follows:

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

If you have selected the ALLSTATE ADVISOR PREFERRED CONTRACT WITH NO WITHDRAWAL CHARGE OPTION, there are no withdrawal charges applicable and, therefore, no Free Withdrawal Amount. Amounts withdrawn may be subject to a Market Value Adjustment or applicable taxes.

ALL CONTRACTS

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

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

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

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

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

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

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

TERMINAL ILLNESS WAIVER. We will waive the withdrawal charge on any applicable withdrawal under your Contract if:

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

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

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

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

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

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

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

These waivers do not apply under the ALLSTATE ADVISOR PREFERRED CONTRACT WITH

NO WITHDRAWAL CHARGE OPTION.

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

The laws of your state may limit the availability of these waivers and may also change certain terms and/or benefits available under the waivers. You should consult your Contract for further details on these variations. Also, even if you do not pay a withdrawal charge because of these waivers, a Market Value Adjustment may apply and you still may be required to pay taxes or tax penalties on the amount withdrawn. You should consult your tax advisor to determine the effect of a withdrawal on your taxes.

PREMIUM TAXES

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

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

DEDUCTION FOR SEPARATE ACCOUNT INCOME TAXES

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

OTHER EXPENSES

Each Portfolio deducts management fees and other expenses from its assets. You indirectly bear the charges and expenses of the Portfolios whose shares are held by the Variable Sub-Accounts. These fees and expenses are described in the prospectuses for the Portfolios. For a summary of Portfolio annual expenses see page 13. Allstate Life or the principal underwriter of the Contracts, Allstate Distributors, receives compensation from the investment advisers, administrators or distributors, or their affiliates, of the Portfolios in connection with the administrative, distribution (12b-1), or other services Allstate Distributors or we provide to the Portfolios. We collect this compensation under agreements between us and the Portfolio's investment adviser, administrators or distributors, and is calculated based on a percentage of the average assets allocated to the Portfolio.

ACCESS TO YOUR MONEY

WITHDRAWALS

You can withdraw some or all of your Contract Value at any time prior to the Payout Start Date. Withdrawals also are available under limited circumstances on or after the Payout Start Date. See "Income Plans" on page 64.

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

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

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

Withdrawals from the Standard Fixed Account Option may be subject to a restriction. See "Standard Fixed Account Options" on page 52.

Withdrawals taken prior to the Payout Start Date are generally considered to come from the earnings in the Contract first. If the Contract is tax-qualified, generally all withdrawals are treated as distributions of earnings. Withdrawals of earnings are taxed as ordinary income and, if taken prior to age 59 1/2, may be subject to an additional 10% federal penalty tax. If any withdrawal reduces your Contract Value to less than \$1,000, we will treat the



request as a withdrawal of the entire Contract Value, unless a Withdrawal Benefit Option is currently attached to your Contract. See "Withdrawal Benefit Options" above for more information. If you request a total withdrawal, we may require that you return your Contract to us. Your Contract will terminate if you withdraw all of your Contract Value, subject to certain exceptions if a Withdrawal Benefit Option is currently attached to your Contract. See "Withdrawal Benefit Options" for more details. We will, however, ask you to confirm your withdrawal request before terminating your Contract. If we terminate your Contract, we will distribute to you its Contract Value, adjusted by any applicable Market Value Adjustment, less withdrawal and other charges and taxes.

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.

POSTPONEMENT OF PAYMENTS

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

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

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

SYSTEMATIC WITHDRAWAL PROGRAM

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

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

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

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

MINIMUM CONTRACT VALUE

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

INCOME PAYMENTS

PAYOUT START DATE

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

. the Annuitant's 99th birthday, or

. the 10th Contract Anniversary, if later.

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

INCOME PLANS

An "Income Plan" is a series of payments made on a scheduled basis to you or to another person designated by you. You may select more than one Income Plan. If you choose more than one Income Plan, you must

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

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

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

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

The seven Income Plans are:

INCOME PLAN 1 - LIFE INCOME WITH GUARANTEED NUMBER OF PAYMENTS. Under this plan, we make periodic income payments for at least as long as the Annuitant lives. If the Annuitant dies in the Payout Phase, we will continue to pay income payments until the guaranteed number of payments has been paid. The number of months guaranteed ("Guaranteed Payment Period") may range from 0 to 360 months. If the Annuitant is age 90 or older as of the Payout Start Date, the Guaranteed Payment Period may range from 60 to 360 months.

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

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

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

INCOME PLAN 5 - JOINT LIFE INCOME WITH CASH REFUND. Under this plan, we make periodic income payments until the deaths of both the Annuitant and joint Annuitant. If the deaths of both the Annuitant and joint Annuitant occur before the total amount applied to an Income Plan is paid out, we will pay a lump sum payment of the remaining amount. Currently, a reduced survivor plan is not available. Payments under this plan are available only as fixed income payments.

INCOME PLAN 6 - LIFE INCOME WITH INSTALLMENT REFUND. Under this plan, we make periodic income payments until the later of: (1) the death of the Annuitant; or

(2) the total amount paid out under the annuity is equal to the total amount applied to the Income Plan. If the death of the Annuitant occurs before the total amount applied to an Income Plan is paid out, we will continue to make payments in the same manner

until any remaining payments are paid out. Payments under this plan are available only as fixed income payments.

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

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

The length of any Guaranteed Payment Period under your selected Income Plan generally will affect the dollar amounts of each income payment. As a general rule, longer Guarantee Payment Periods result in lower income payments, all other things being equal. For example, if you choose an Income Plan with payments that depend on the life of the Annuitant but with no guaranteed payments, the income payments generally will be greater than the income payments made under the same Income Plan with a specified Guaranteed Payment Period.

MODIFYING PAYMENTS

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

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

. You may request to change the frequency of your payments.

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

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

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

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

PAYOUT WITHDRAWAL

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

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

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

PAYOUT WITHDRAWAL CHARGE

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

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

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

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

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

- . terminate the Contract and pay you the Contract Value, adjusted by any applicable Market Value Adjustment and less any applicable taxes, in a lump sum instead of the periodic payments you have chosen, or

- . reduce the frequency of your payments so that each payment will be at least \$20.

VARIABLE INCOME PAYMENTS

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

We cannot predict the total amount of your variable income payments, which may be more or less than your total purchase payments because (a) variable income payments vary with the investment results of the underlying Portfolios; and

(b) under some of the Income Plans, we make income payments only so long as an Annuitant is alive or any applicable Guaranteed Payment Period has not yet expired.

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

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

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

You may also elect a variable income payment stream consisting of level monthly, quarterly or semi-annual payments. If you elect to receive level monthly, quarterly or semi-annual payments, the payments must be recalculated annually. You may only elect to receive level payments at or before the Payout Start Date. If you have elected level payments for an Income Plan(s), you may not make any variable to fixed payment transfers within such Income Plan(s). We will determine the amount of each annual payment as described above, place this amount in our general account, and then distribute it in level monthly, quarterly or semi-annual payments. The sum of the level payments will exceed the annual calculated amount because of an interest rate factor we use, which may vary from year to year, but will not be less than 2% per year. We do not allow withdrawals of the annual amount unless you make a full or partial withdrawal request of the value of the remaining payments under Income Plan 3. Withdrawals will be assessed a Payout Withdrawal Charge, if applicable. If the Annuitant dies while you are receiving level payments, you will not be entitled to receive any remaining level payments for that year (unless the Annuitant dies before the end of the Guaranteed Payment Period). For example, if you have selected Income Plan 1 with no Guaranteed Payment Period and the Annuitant dies during the year, the Beneficiary will not be entitled to receive the remaining level payments for that year.

INCOME PROTECTION BENEFIT OPTION

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

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

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

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

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

To achieve our Income Protection Diversification Requirement, we have divided the Variable Sub-Accounts into three separate categories: "unrestricted," "restricted" and "excluded." Currently, we require that you allocate between 30% to 100% of the assets supporting your variable income payments to the unrestricted Variable Sub-Accounts in any manner you choose. You may allocate up to 70% of the assets

supporting your variable income payments to the restricted Variable Sub-Accounts. You may not, however, allocate more than 20% of the assets supporting your variable income payments to any one of the restricted Variable Sub-Accounts. You may not allocate ANY PORTION of the assets supporting your variable income payments to the excluded Variable Sub-Accounts.

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

UNRESTRICTED VARIABLE SUB-ACCOUNTS. There is no limit to the amount of assets supporting your variable income payments that you may allocate to any one or more of the following Variable Sub-Accounts. Currently, we require that you allocate AT LEAST 30% of the assets supporting your variable income payments to this category.

Fidelity VIP Freedom Income - Service Class 2 Sub-Account FTVIP Franklin U.S. Government - Class 2 Sub-Account Oppenheimer Core Bond/VA - Service Shares Sub-Account Oppenheimer Global Strategic Income/VA - Service Shares Sub-Account Putnam VT Income - Class IB Sub-Account

Putnam VT Money Market - Class IB Sub-Account

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

Fidelity VIP Freedom 2010 - Service Class 2 Sub-Account Fidelity VIP Freedom 2020 - Service Class 2 Sub-Account Fidelity VIP Freedom 2030 - Service Class 2 Sub-Account Fidelity VIP Contrafund(R) - Service Class 2 Sub-Account Fidelity VIP Index 500 - Service Class 2 Sub-Account Fidelity VIP Mid Cap - Service Class 2 Sub-Account FTVIP Franklin Income Securities - Class 2 Sub-Account FTVIP Franklin Growth and Income Securities - Class 2 Sub-Account FTVIP Franklin Large Cap Growth Securities - Class 2 Sub-Account FTVIP Mutual Global Discovery Securities - Class 2 Sub-Account FTVIP Franklin Small Cap Value Securities - Class 2 Sub-Account FTVIP Mutual Shares Securities - Class 2 Sub-Account FTVIP Templeton Foreign Securities - Class 2 Sub-Account Lord Abbett Series - Fundamental Equity Sub-Account Lord Abbett Series - Bond-Debt Sub-Account Lord Abbett Series - Growth and Income Sub-Account Lord Abbett Series - Growth Opportunities Sub-Account Lord Abbett Series - Mid-Cap Stock Sub-Account/(6)/ Oppenheimer Balanced/VA - Service Shares Sub-Account/(5)/ Oppenheimer Capital Appreciation/VA - Service Shares Sub-Account Oppenheimer Global Securities/VA - Service Shares Sub-Account Oppenheimer High Income/VA Sub-Account/(5)/ Oppenheimer Main Street(R)/VA - Service Shares Sub-Account Oppenheimer Main Street Small- & Mid-Cap(R)/VA - Service Shares Sub-Account Putnam VT Equity Income - Class IB Sub-Account Putnam VT Global Asset Allocation - Class IB Sub-Account Putnam VT Growth and Income - Class IB Sub-Account Putnam VT High Yield - Class IB Sub-Account Putnam VT International Equity - Class IB Sub-Account Putnam VT Investors - Class IB Sub-Account Putnam VT Research - Class IB Sub-Account/(4)/ Putnam VT George Putnam Balanced Fund - Class IB Sub-Account Putnam VT Global Utilities - Class IB Sub-Account/(4)/ Putnam VT Voyager - Class IB Sub-Account Invesco Van Kampen V.I. Comstock - Series II, Class II Sub-Account Invesco Van Kampen V.I. Growth and Income - Series II Sub-Account Invesco Van Kampen V.I. Equity and Income - Series II Sub-Account UIF Growth, Class II Sub-Account (Class I & II)/(2)/ UIF Global Franchise, Class II Sub-Account Invesco Van Kampen V.I. American Value - Series II Sub-Account (Class I &

II)/(2)(6)/ UIF U.S. Real Estate, Class II Sub-Account

EXCLUDED VARIABLE SUB-ACCOUNTS. Currently, none of the following Variable Sub-Accounts are available to support variable income payments.

Fidelity VIP Growth Stock - Service Class 2 Sub-Account FTVIP Templeton Developing Markets Securities - Class 2 Sub-Account Oppenheimer Small- & Mid-Cap Growth/VA - Service Shares Sub-Account/(5)/ Putnam VT Global Health Care - Class IB Sub-Account/(4)/ Putnam VT Multi-Cap Growth - Class IB Sub-Account/(4)/ UIF Emerging Markets Debt, Class II Sub-Account UIF Mid Cap Growth, Class II Sub-Account UIF Small Company Growth, Class II Sub-Account Invesco Van Kampen V.I. American Franchise - Series II Sub-Account/(6)/ Invesco Van Kampen V.I. Mid Cap Growth - Series II Sub-Account/(3)/

(1)Effective May 1, 2003, the FTVIP Franklin Small-Mid Cap Growth Securities - Class 2 Sub-Account, and the FTVIP Templeton Global Bond Securities - Class 2 Sub-Account are no longer available for new investments. If you are currently invested in the Variable Sub-Accounts that invest in these Portfolios you may continue your investment. If you are currently enrolled in one of our automatic transaction programs, such as automatic additions, portfolio rebalancing or dollar cost averaging, we will continue to effect automatic transactions to the Portfolios in accordance with that program.*

(2)The UIF Growth, Class II Sub-Account and the Invesco Van Kampen V.I. American Value - Series II Sub-Account are offered with Contracts issued on or after May 1, 2004. Contract Owners of Contracts issued prior to May 1, 2004, may only invest in the UIF Growth, Class I Sub-Account and the Invesco Van Kampen V.I. American Value - Series I Sub-Account. Contracts issued prior to May 1, 2004 that participate in certain TrueBalance model portfolios may invest in UIF Growth, Class II Sub-Account and the Invesco Van Kampen V.I. American Value - Series II Sub-Account.

(3)Effective May 1, 2006, the Invesco Van Kampen V.I. Mid Cap Growth Fund - Series II was closed to new investments. If you are currently invested in the Variable Sub-Account that invests in this Portfolio, you may continue your investment.*

(4)Effective October 1, 2004, the Putnam VT Global Health Care - Class IB Sub-Account, Putnam VT Multi-Cap Growth - Class IB Sub-Account, Putnam VT Research - Class IB Sub-Account, and the Putnam VT Global Utilities - Class IB Sub-Account closed to new investments.*

(5)Effective as of August 30, 2010, the following Variable Sub-Accounts closed to all Contract Owners except those Contract Owners who had contract value invested in the indicated Variable Sub-Account as of the closure date:

Oppenheimer High Income/VA - Service Shares Sub-Account

Effective as of November 19, 2010, the following Variable Sub-Account closed to all Contract Owners except those Contract Owners who had contract value invested in the indicated Variable Sub-Account as of the closure date:

Oppenheimer Balanced/VA - Service Shares Sub-Account

Contract Owners who had contract value invested in the indicated Variable Sub-Account 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-Account following the closure date. Contract Owners who did not have contract value invested in the indicated Variable Sub-Accounts as of the specified closure date may not invest in the Variable Sub-Accounts.

(6) Effective May 1, 2012, the following Portfolio changed its name:

PREVIOUS NAME	NEW NAME
Lord Abbett Series Fund - Mid-Cap Value	Lord Abbett Series Fund - Mid-Cap Stock

Effective on or after April 30, 2012, the following Portfolios will change their names:

PREVIOUS NAME	NEW NAME
Invesco Van Kampen V.I. Mid-Cap Value - Series I	Invesco Van Kampen V.I. American Value - Series I
Invesco Van Kampen V.I. Mid-Cap Value - Series II	Invesco Van Kampen V.I. American Value - Series II
Invesco Van Kampen V.I. Capital Growth - Series II	Invesco Van Kampen V.I. American Franchise - Series II

* AS NOTED ABOVE, CERTAIN VARIABLE SUB-ACCOUNTS ARE CLOSED TO NEW INVESTMENTS. IF YOU INVESTED IN THESE VARIABLE SUB-ACCOUNTS PRIOR TO THE EFFECTIVE CLOSE DATE, YOU MAY CONTINUE YOUR INVESTMENTS. IF YOU CHOOSE TO ADD THE INCOME PROTECTION BENEFIT OPTION ON OR AFTER THE EFFECTIVE CLOSE DATE, YOU MUST TRANSFER ANY PORTION OF YOUR CONTRACT VALUE THAT IS ALLOCATED TO THESE VARIABLE SUB-ACCOUNTS TO ANY OF THE REMAINING VARIABLE SUB-ACCOUNTS AVAILABLE WITH THE INCOME PROTECTION BENEFIT OPTION PRIOR TO ADDING IT TO YOUR CONTRACT.

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

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

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

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

FIXED INCOME PAYMENTS

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

We calculate the fixed income payments by:

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

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

RETIREMENT INCOME GUARANTEE OPTIONS

Effective January 1, 2004, we ceased offering the Retirement Income Guarantee Options ("RIG 1" and "RIG 2"), except in a limited number of states. Effective May 1, 2004, the RIG 1 and RIG 2 Options are no longer available in any state. If you added a Retirement Income Guarantee Option to your Contract prior to January 1, 2004 (up to May 1, 2004 in certain states), your Option will continue to apply to your Contract. Also, effective January 1, 2004, we discontinued the Trade-In Program, except for Contract Owners who added RIG 1 or RIG 2 prior to May 1, 2003. For Contract Owners who added RIG 1 or RIG 2 on or after May 1, 2003, you may cancel your RIG 1 or RIG 2 Option during the 60-day period following your next 3rd

Contract Anniversary after January 1, 2004. If you do not

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cancel the Option during this 60-day period, you will not be permitted to cancel it later. Please check with your sales representative for details. The following describes the Retirement Income Guarantee Options for Contract Owners who elected the Option prior to January 1, 2004 (up to May 1, 2004 in certain states).

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

WE RESERVE THE RIGHT TO IMPOSE LIMITATIONS ON THE INVESTMENT ALTERNATIVES IN WHICH YOU MAY INVEST AS A CONDITION OF THESE OPTIONS. THESE RESTRICTIONS MAY INCLUDE, BUT ARE NOT LIMITED TO, MAXIMUM INVESTMENT LIMITS ON CERTAIN INVESTMENT ALTERNATIVES, EXCLUSION OF CERTAIN INVESTMENT ALTERNATIVES, REQUIRED MINIMUM ALLOCATIONS TO CERTAIN VARIABLE SUB-ACCOUNTS AND/OR THE AUTOMATIC PORTFOLIO REBALANCING. CURRENTLY, NO SUCH RESTRICTIONS ARE BEING IMPOSED.

For each option, an "INCOME BASE" is calculated, which is used only for the purpose of calculating the "GUARANTEED RETIREMENT INCOME BENEFIT" and the appropriate "RIDER FEE," all defined below. The Income Base does not provide a Contract Value or guarantee performance of any investment option. The Income Base for RIG 1 and RIG 2 are described in more detail below.

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

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

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

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

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

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

We assess an annual Rider Fee if you selected one of the Retirement Income Guarantee Options. The Rider Fee is deducted on each Contract Anniversary on a pro rata basis from each of the Variable Sub-Accounts in which your Contract Value is invested on that date. The Rider Fee will decrease the number of Accumulation Units in each Variable Sub-Account. The Rider Fee is deducted only during the Accumulation Phase of the Contract. For the first Contract Anniversary following the Rider Date, the Rider Fee will be prorated to cover the period between the Rider Date and the first Contract Anniversary after the Rider Date. In the case of a full withdrawal of the Contract Value, the Rider Fee is prorated to cover the period between the Contract Anniversary immediately prior to the withdrawal and the date of the withdrawal.

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

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



Otherwise, the options may not be terminated or cancelled.

CALCULATION OF INCOME BASE.

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

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

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

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

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

. In each Contract Year, for the portion of withdrawals that cumulatively exceed 5% (3% in certain states) of the RIG 1 Income Base as of the beginning of the Contract Year (or as of the Rider Date for the first Contract Year in which RIG 1 is added), the withdrawal adjustment is equal to the withdrawal amount (or portion thereof), divided by the Contract Value immediately prior to the withdrawal and reduced for the portion of withdrawals that do not cumulatively exceed 5% (3% in certain states), and the result multiplied by the most recently calculated RIG 1 Income Base, reduced for the portion of withdrawals that do not cumulatively exceed 5% (3% in certain states).

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

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

The "RIG 2 INCOME BASE" is defined as the greater of "INCOME BASE A" or "INCOME

BASE B."

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

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

- . Each time a purchase payment is made, Income Base B is increased by the amount of the purchase payment (and Credit Enhancement for ALLSTATE ADVISOR PLUS CONTRACTS).
- . Each time a withdrawal is made, Income Base B is reduced by a proportional withdrawal adjustment, defined as the withdrawal amount divided by the Contract Value immediately prior to the withdrawal, and the result multiplied by the most recently calculated Income Base B.

. On each Contract Anniversary until the first Contract Anniversary following the 85th birthday of the oldest Contract Owner or oldest Annuitant, whichever occurs first, Income Base B is equal to the greater of the Contract Value on that date or the most recently calculated Income Base B.

If no purchase payments or withdrawals are made after the Rider Date, Income Base B will be equal to the greatest of the Contract Value on the Rider Date and the Contract Values on each subsequent Contract Anniversary until the earlier of the Payout Start Date or

the Contract Anniversary following the 85th birthday of the oldest Contract Owner or oldest Annuitant, whichever occurs first.

CERTAIN EMPLOYEE BENEFIT PLANS

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

DEATH BENEFITS

DEATH PROCEEDS

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

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

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

"DEATH PROCEEDS" are determined based on when we receive a Complete Request for Settlement:

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

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

DEATH BENEFIT OPTIONS

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

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

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

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

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

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

- . The Contract Value;
- . The Settlement Value;
- . The ROP Death Benefit;
- . The MAV Death Benefit Option (if selected);

. The Enhanced Beneficiary Protection (Annual Increase) Option (if selected); or

. The SureIncome ROP Death Benefit.*

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

* THE SUREINCOME ROP DEATH BENEFIT UNDER THE SUREINCOME FOR LIFE OPTION IS ONLY INCLUDED IN THE CALCULATION OF THE DEATH BENEFIT UPON THE DEATH OF THE SUREINCOME COVERED LIFE. IF A CONTRACT OWNER,

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ANNUITANT OR CO-ANNUITANT WHO IS NOT THE SUREINCOME COVERED LIFE DIES, THE SUREINCOME ROP DEATH BENEFIT IS NOT APPLICABLE.

The "ROP DEATH BENEFIT" is equal to the sum of all purchase payments (and Credit Enhancements for ALLSTATE ADVISOR PLUS CONTRACTS), reduced by a proportional withdrawal adjustment for each withdrawal. The withdrawal adjustment is equal to the withdrawal amount divided by the Contract Value immediately prior to the withdrawal, and the result is multiplied by:

The sum of all purchase payments (and Credit Enhancements for ALLSTATE ADVISOR PLUS CONTRACTS) made prior to the withdrawal, less any prior withdrawal adjustments.

MAXIMUM ANNIVERSARY VALUE DEATH BENEFIT OPTION.

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

On the date we issue the rider for this benefit ("Rider Date"), the MAV DEATH BENEFIT is equal to the Contract Value. After the Rider Date and prior to the date we determine the Death Proceeds (see "Death Proceeds" on page 73), the MAV Death Benefit is recalculated each time a purchase payment or withdrawal is made as well as on each Contract Anniversary as follows:

. Each time a purchase payment is made, the MAV Death Benefit is increased by the amount of the purchase payment (and Credit Enhancement for ALLSTATE ADVISOR PLUS CONTRACTS).

. Each time a withdrawal is made, the MAV Death Benefit is reduced by a proportional withdrawal adjustment, defined as the withdrawal amount divided by the Contract Value immediately prior to the withdrawal, and the result multiplied by the most recently calculated MAV Death Benefit.

. On each Contract Anniversary until the first Contract Anniversary following the 80th birthday of the oldest Contract Owner or oldest Annuitant, whichever occurs first, the MAV Death Benefit is recalculated as the greater of the Contract Value on that date or the most recently calculated MAV Death Benefit.

If no purchase payments or withdrawals are made after the Rider Date, the MAV Death Benefit will be equal to the greatest of the Contract Value on the Rider Date and the Contract Values on each subsequent Contract Anniversary after the Rider Date, but before the date we determine the Death Proceeds. If, upon death of the Contract Owner, the Contract is continued under Option D as described on page 77, and if the oldest New Contract Owner and the oldest Annuitant are age 80 or younger on the date we determine the Death Proceeds, then the MAV Death Benefit Option will continue. The MAV Death Benefit will continue to be recalculated for purchase payments (and Credit Enhancements for ALLSTATE ADVISOR PLUS CONTRACTS), withdrawals, and on each Contract Anniversary after the date we determine the Death Proceeds until the earlier of:

. The first Contract Anniversary following the 80th birthday of either the oldest New Contract Owner or the oldest Annuitant, whichever is earlier. (After the 80th birthday of either the oldest New Contract Owner or the oldest Annuitant, whichever is earlier, the MAV Death Benefit will be recalculated only for purchase payments (and Credit Enhancements for ALLSTATE ADVISOR PLUS CONTRACTS) and withdrawals); or

. The date we next determine the Death Proceeds.

ENHANCED BENEFICIARY PROTECTION (ANNUAL INCREASE) OPTION.

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

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

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

(b) the date we determine the Death Proceeds.

After the 5% interest accumulation ends (3% in certain states), the Enhanced Beneficiary Protection (Annual Increase) Benefit will continue to be increased by purchase payments (and Credit Enhancements for ALLSTATE ADVISOR PLUS CONTRACTS) and reduced by withdrawal adjustments for withdrawals until the death

benefit option terminates. The withdrawal adjustment is a proportional adjustment, defined as the withdrawal amount divided by the Contract Value immediately prior to the withdrawal, and the result multiplied by the amount of the Enhanced Beneficiary Protection (Annual Increase) Benefit immediately prior to the withdrawal.

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

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

If, upon death of the Contract Owner, the Contract is continued under Option D as described on page 77, and if the oldest New Contract Owner and the oldest Annuitant are age 80 or younger on the date we determine the Death Proceeds, then the Enhanced Beneficiary Protection (Annual Increase) Option will continue. The amount of the Enhanced Beneficiary Protection (Annual Increase) Benefit as of the date we determine the Death Proceeds, plus subsequent purchase payments (and Credit Enhancements for ALLSTATE ADVISOR PLUS CONTRACTS), less withdrawal adjustments for any subsequent withdrawals, will accumulate daily at a rate equivalent to 5% per year (3% in certain states) from the date we determine the Death Proceeds, until the earlier of:

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

EARNINGS PROTECTION DEATH BENEFIT OPTION.

The "EARNINGS PROTECTION DEATH BENEFIT OPTION" is only available if the oldest Contract Owner and oldest Annuitant are age 79 or younger on the Rider Application Date. There is an additional mortality and expense risk charge for this death benefit option, currently equal to:

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

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

If the oldest Contract Owner and oldest Annuitant are age 70 or younger on the Rider Application Date, the EARNINGS PROTECTION DEATH BENEFIT is equal to the lesser of:

- . 100% of "IN-FORCE PREMIUM" (excluding purchase payments (and Credit Enhancements for ALLSTATE ADVISOR PLUS CONTRACTS) made after the date we issue the rider for this benefit ("Rider Date") and during the twelve-month period immediately prior to the death of the Contract Owner or Annuitant); or

- . 40% of "IN-FORCE EARNINGS"

calculated as of the date we determine the Death Proceeds.

If the oldest Contract Owner or oldest Annuitant is over age 70 and all are age 79 or younger on the Rider Application Date, the EARNINGS PROTECTION DEATH BENEFIT is equal to the lesser of:

- . 50% of "IN-FORCE PREMIUM" (excluding purchase payments (and Credit Enhancements for ALLSTATE ADVISOR PLUS CONTRACTS) made after the Rider Date and during the twelve-month period immediately prior to the death of the Contract Owner or Annuitant); or

- . 25% of "IN-FORCE EARNINGS"

calculated as of the date we determine the Death Proceeds.

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

IN-FORCE PREMIUM is equal to the Contract Value on the Rider Date, plus the sum of all purchase payments made after the Rider Date, less the sum of all "EXCESS-OF-EARNINGS WITHDRAWALS" made after the Rider Date.

An EXCESS-OF-EARNINGS WITHDRAWAL is equal to the excess, if any, of the amount of the withdrawal over the amount of the In-Force Earnings immediately prior to the withdrawal.

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

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If, upon death of the Contract Owner, the Contract is continued under Option D as described on page 77 below, and if the oldest new Owner and the oldest Annuitant are younger than age 80 on the date we determine the Death Proceeds, then this death benefit option will continue unless the New Contract Owner elects to terminate the death benefit option. If the death benefit option is continued, the following will apply as of the date we determine the Death Proceeds upon continuation:

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

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

ALL OPTIONS.

WE RESERVE THE RIGHT TO IMPOSE LIMITATIONS ON THE INVESTMENT ALTERNATIVES IN WHICH YOU MAY INVEST AS A CONDITION OF THESE OPTIONS. THESE RESTRICTIONS MAY INCLUDE, BUT ARE NOT LIMITED TO, MAXIMUM INVESTMENT LIMITS ON CERTAIN INVESTMENT ALTERNATIVES, EXCLUSION OF CERTAIN INVESTMENT ALTERNATIVES, REQUIRED MINIMUM ALLOCATIONS TO CERTAIN VARIABLE SUB-ACCOUNTS AND/OR THE REQUIRED USE OF AUTOMATIC PORTFOLIO REBALANCING. CURRENTLY, NO SUCH RESTRICTIONS ARE BEING IMPOSED.

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

- . the date the Contract is terminated;
- . if, upon the death of the Contract Owner, the Contract is continued under Option D as described in the Death of Owner section on page 77, and either the oldest New Owner or the oldest Annuitant is older than age 80 (age 80 or older for the Earnings Protection Death Benefit Option) on the date we determine the Death Proceeds. The death benefit option will terminate on the date we determine the Death Proceeds;
- . if the Contract is not continued in the Accumulation Phase under either the Death of Owner or Death of Annuitant provisions of the Contract. The death benefit option will terminate on the date we determine the Death Proceeds;
- . on the date the Contract Owner (if the current Contract Owner is a living person) is changed for any reason other than death unless the New Contract Owner is a trust and the Annuitant is the current Contract Owner;
- . on the date the Contract Owner (if the current Contract Owner is a non-living person) is changed for any reason unless the New Contract Owner is a non-living person or is the current Annuitant; or
- . the Payout Start Date.

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

DEATH BENEFIT PAYMENTS

DEATH OF CONTRACT OWNER

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

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

The Options available to the New Contract Owner will be determined by the applicable following Category in which the New Contract Owner is defined. An Option will be deemed to have been chosen on the day we receive written notification in a form satisfactory to us.

New Contract Owner Categories

CATEGORY 1. If your spouse (or Annuitant's spouse in the case of a grantor trust-owned Contract) is the sole New Contract Owner of the entire Contract, your spouse must choose from among the death settlement Options A, B, C, D, or E described below. If he or she does not choose one of these Options, then Option D will apply.

CATEGORY 2. If the New Contract Owner is a living person who is not your spouse (or Annuitant's spouse in

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the case of a grantor trust-owned Contract), or there is more than one New Contract Owner, all of whom are living persons, each New Contract Owner must choose from among the death settlement Options A, B, C, or E described below. If a New Contract Owner does not choose one of these Options, then Option C will apply for that New Contract Owner.

CATEGORY 3. If there are one or more New Contract Owner(s) and at least one of the New Contract Owners is a non-living person such as a corporation or a trust, all New Contract Owners are considered to be non-living persons for purposes of the death settlement options. Each New Contract Owner must choose death settlement Option A or C described below. If a New Contract Owner does not choose one of these Options, then Option C will apply for that New Contract Owner.

The death settlement options we currently offer are:

OPTION A. The New Contract Owner may elect to receive the Death Proceeds in a lump sum.

OPTION B. The New Contract Owner may elect to apply the Death Proceeds to one of the Income Plans described above. Such income payments must begin within one year of the date of death and must be payable:

- . Over the life of the New Contract Owner; or
- . For a guaranteed payment period of at least 5 years (60 months), but not to exceed the life expectancy of the New Contract Owner; or
- . Over the life of the New Contract Owner with a guaranteed payment period of at least 5 years (60 months), but not to exceed the life expectancy of the New Contract Owner.

OPTION C. The New Contract Owner may elect to receive the Contract Value payable within 5 years of the date of death. The Contract Value, as of the date we receive the first Complete Request for Settlement, will be reset to equal the Death Proceeds as of that date. Any excess amount of the Death Proceeds over the Contract Value on that date will be allocated to the Putnam VT Money Market - Class IB Sub-Account unless the New Contract Owner provides other allocation instructions.

The New Contract Owner may not make any additional purchase payments under this option. Withdrawal charges will be waived for any withdrawals made during the 5-year period after the date of death; however, amounts withdrawn may be subject to Market Value Adjustments. The New Contract Owner may exercise all rights set forth in the Transfers provision.

If the New Contract Owner dies before the Contract Value is completely withdrawn, the New Contract Owner's Beneficiary(ies) will receive the greater of the remaining Settlement Value or the remaining Contract Value within 5 years of the date of the original Contract Owner's death.

OPTION D. The New Contract Owner may elect to continue the Contract in the Accumulation Phase. If the Contract Owner was also the Annuitant, then the New Contract Owner will be the new Annuitant. This Option may only be exercised once per Contract. The Contract Value, as of the date we receive the first Complete Request for Settlement, will be reset to equal the Death Proceeds as of that date.

Unless otherwise instructed by the continuing spouse, the excess, if any, of the Death Proceeds over the Contract Value will be allocated to the Sub-Accounts of the Variable Account. This excess will be allocated in proportion to your Contract Value in those Sub-Accounts as of the end of the Valuation Date that we receive the complete request for settlement except that any portion of this excess attributable to the Fixed Account Options will be allocated to the Putnam VT Money Market - Class IB Sub-Account.

Within 30 days after the date we determine the Death Proceeds, the New Contract Owner may make a one-time transfer of all or a portion of the excess of the Death Proceeds, if any, into any combination of Variable Sub-Accounts, the Standard Fixed Account and the Market Value Adjusted Fixed Account without incurring a transfer fee, provided the investment alternative is available with the Contract at that time. Any such transfer does not count as one of the free transfers allowed each Contract Year and is subject to any minimum allocation amount specified in this Contract.

The New Contract Owner may make a single withdrawal of any amount within one year of the date of your death without incurring a Withdrawal Charge; however, the amount withdrawn may be subject to a Market Value Adjustment and a 10% tax penalty if the New Contract Owner is under age 59 1/2.

OPTION E. For Nonqualified Contracts, the New Contract Owner may elect to make withdrawals at least annually of amounts equal to the "ANNUAL REQUIRED DISTRIBUTION" calculated for each calendar year. The first such withdrawal must occur within:

- . One year of the date of death;
- . The same calendar year as the date we receive the first Complete Request for Settlement; and
- . One withdrawal frequency.

The New Contract Owner must select the withdrawal frequency (monthly, quarterly, semi-annual, or annual). Once this option is elected and frequency of withdrawals is chosen, they cannot be changed by the New Contract Owner and become irrevocable.

In the calendar year in which the Death Proceeds are determined, the ANNUAL REQUIRED DISTRIBUTION is equal to the Contract Value on the date of the first distribution divided by the "Life Expectancy" of the New Contract Owner and the result multiplied by a fraction that represents the portion of the calendar year remaining after the date of the first distribution. (The Contract Value, as of the date we receive the Complete Request for Settlement, will be reset to equal the Death Proceeds



as of that date. The Contract Value on the date of the first distribution may be more or less than the Contract Value as of the date we receive the Complete Request for Settlement.) The Life Expectancy in that calendar year is equal to the life expectancy value from IRS Tables based on the age of the New Contract Owner as of his or her birthday in the same calendar year.

In any subsequent calendar year, the Annual Required Distribution is equal to the Contract Value as of December 31 of the prior year divided by the remaining Life Expectancy of the New Contract Owner. In each calendar year after the calendar year in which the first distribution occurred, the Life Expectancy of the New Contract Owner is the Life Expectancy calculated in the previous calendar year minus one (1) year. If the Life Expectancy is less than one (1), the Annual Required Distribution is equal to the Contract Value.

If the New Contract Owner dies before the Contract Value is completely withdrawn, the scheduled withdrawals will continue to be paid to the New Contract Owner's Beneficiary(ies). The Contract Value invested in the Variable Sub-Accounts will be subject to investment risk until it is withdrawn.

We reserve the right to offer additional death settlement options.

DEATH OF ANNUITANT

If the Annuitant dies prior to the Payout Start Date, then the surviving Contract Owners will have the Options available to the New Contract Owner, determined by the applicable following category in which the New Contract Owner is defined, unless:

. The Annuitant was also the Contract Owner, in which case the Death of Owner provisions above apply; or

. The Contract Owner is a grantor trust not established by a business, in which case the Beneficiary(ies) will be deemed the New Contract Owners and the Death of Contract Owner provisions above will apply.

Surviving Contract Owner Categories

CATEGORY 1. If the Contract Owner is a living person, prior to the Annuitant's death, the Contract Owner must choose from among the death settlement Options A, B, or D described below. If the Contract Owner does not choose one of these Options, then Option D will apply.

CATEGORY 2. If the Contract Owner is a non-living person such as a corporation or a trust, the Contract Owner must choose from death settlement Options A or C described below. If the Contract Owner does not choose one of these Options, then Option C will apply.

The death settlement options we currently offer are:

OPTION A. The Contract Owner may elect to receive the Death Proceeds in a lump sum.

OPTION B. The Contract Owner may elect to apply the Death Proceeds to one of the Income Plans described above. Such income payments must begin within one year of the date of death.

OPTION C. The Contract Owner may elect to receive the Contract Value payable within 5 years of the date of death. The Contract Value, as of the date we receive the first Complete Request for Settlement, will be reset to equal the Death Proceeds as of that date. Any excess amount of the Death Proceeds over the Contract Value on that date will be allocated to the Putnam VT Money Market

- Class IB Sub-Account unless the Contract Owner provides other allocation instructions.

The Contract Owner may not make any additional purchase payments under this option. Withdrawal charges will be waived for any withdrawals made during the 5-year period after the date of death; however, amounts withdrawn may be subject to Market Value Adjustments. The Contract Owner may exercise all rights set forth in the Transfers provision.

OPTION D. The Contract Owner may elect to continue the Contract and the youngest Contract Owner will become the new Annuitant. The Contract Value of the continued Contract will not be adjusted to equal the Death Proceeds.

We reserve the right to offer additional death settlement options.

QUALIFIED CONTRACTS

The death settlement options for Qualified Contracts, including IRAs, may be different to conform with the individual tax requirements of each type of Qualified Contract. Please refer to your Endorsement for IRAs or 403(b) plans, if applicable, for additional information on your death settlement options. In the case of certain Qualified Plans, the terms of the Qualified Plan Endorsement and the plans may govern the right to benefits, regardless of the terms of the Contract.

SPOUSAL PROTECTION BENEFIT (CO-ANNUITANT) OPTION AND DEATH OF CO-ANNUITANT

We offer a Spousal Protection Benefit (Co-Annuitant) Option that may be added to your Contract subject to the following conditions:

. The individually owned Contract must be either a traditional, Roth, or Simplified Employee Pension IRA.

. The Contract Owner's spouse must be the sole Primary Beneficiary of the Contract and will be the named Co-Annuitant.

. The Contract Owner must be age 90 or younger on the Rider Application Date; and the Co-Annuitant must be age 79 or younger on the Rider Application Date.

. On or after May 1, 2005, the Option may be added only when we issue the Contract or within 6 months

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of the Contract Owner's marriage. You may not add the Option to your Contract without our prior approval if your Contract Value is greater than \$1,000,000 at the time you choose to add the Option. We may require proof of marriage in a form satisfactory to us.

Under the Spousal Protection Benefit Option, the Co-Annuitant will be considered to be an Annuitant under the Contract during the Accumulation Phase except that the "Death of Annuitant" provision does not apply on the death of the Co-Annuitant, and the latest Payout Start Date will be based solely on the Contract Owner's age.

You may change the Co-Annuitant to a new spouse only if you provide proof of remarriage in a form satisfactory to us. Once we accept a change, the change will take effect on the date you signed the request. Each change is subject to any payment we make or other action we take before we accept it. At any time, there may be only one Co-Annuitant under your Contract.

There is an annual Rider Fee of 0.10% of the Contract Value for new Options added on or after January 1, 2005. For Options added prior to this date, there is no charge for this Option. We reserve the right to assess an annual Rider Fee not to exceed 0.15% for Options added in the future. Once this Option is added to your Contract, we guarantee that we will not increase what we charge you for this Option. For Contracts purchased on or after January 1, 2005, we may discontinue offering the Spousal Protection Benefit (Co-Annuitant) Option at any time prior to the time you elect to receive it.

The option will terminate upon the date termination is accepted by us or will terminate on the earliest of the following occurrences:

- . upon the death of the Co-Annuitant (as of the date we determine the Death Proceeds);
- . upon the death of the Contract Owner (as of the date we determine the Death Proceeds);
- . on the date the Contract is terminated;
- . on the Payout Start Date; or
- . on the date you change the beneficiary of the Contract and the change is accepted by us;
- . for options added on or after January 1, 2005, the Owner may terminate the option upon the divorce of the Owner and the Co-Annuitant by providing written notice and proof of divorce in a form satisfactory to us;
- . for options added prior to January 1, 2005, the Owner may terminate this option at anytime by written notice in a form satisfactory to us.

Once terminated, a new Spousal Protection Benefit (Co-Annuitant) Option cannot be added to the Contract unless the last Option attached to the Contract was terminated due to divorce or a change of beneficiary.

DEATH OF CO-ANNUITANT. If the Co-Annuitant dies prior to the Payout Start Date, subject to the following conditions, the Contract will be continued according to Option D under the "Death of Owner" provision of your Contract:

- . The Co-Annuitant must have been your legal spouse on the date of his or her death; and
- . Option D of the "Death of Owner" provision of your Contract has not previously been exercised.

The Contract may only be continued once under Option D under the "Death of Owner" provision. For a description of Option D, see the "Death of Owner" section of this prospectus.

SPOUSAL PROTECTION BENEFIT (CO-ANNUITANT) OPTION FOR CUSTODIAL INDIVIDUAL RETIREMENT ACCOUNTS AND DEATH OF CO-ANNUITANT

We offer a Spousal Protection Benefit (Co-Annuitant) Option for certain Custodial Individual Retirement Accounts established under Code Section 408(a) that may be added to your Contract. CSP may not be available in all states. CSP is subject to the following conditions ("CSP Conditions"):

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

. On or after May 1, 2005, the CSP may be added only when we issue the Contract or within 6 months of the beneficial owner's marriage. You may not add the CSP to your Contract without our prior approval if your Contract Value is greater than \$1,000,000 at the time you choose to add the CSP. We may require proof of marriage in a form satisfactory to us.

. We have made no payments under any Income Plan.

. There is an annual Rider Fee of 0.10% of the Contract Value for new Options added on or after January 1, 2005. For Options added prior to this date, there is no charge for this Option. We reserve the right to increase the annual Rider Fee to up to 0.15% of the Contract Value.

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Under CSP, the Co-Annuitant will be considered to be an Annuitant under the Contract during the Accumulation Phase except that:

- . The Co-Annuitant will not be considered to be an Annuitant for purposes of determining the Payout Start Date.
- . The "Death of Annuitant" provision of the Contract does not apply on the death of the Co-Annuitant.
- . The Co-Annuitant is not considered the beneficial owner of the Custodial traditional IRA, Custodial Roth IRA, or the Custodial Simplified Employee Pension IRA.

You may change the Co-Annuitant to a new spouse only if you provide proof of remarriage in a form satisfactory to us. Once we accept a change, the change will take effect on the date you signed the request. Each change is subject to any payment we make or other action we take before we accept it. At any time, there may only be one Co-Annuitant under your Contract.

For Spousal Protection Benefit (Co-Annuitant) Options for Custodial Individual Retirement Accounts added on or after January 1, 2005, there is an annual Rider Fee of 0.10% of the Contract Value for this Option. For Options added prior to this date, there is no charge for this Option. We reserve the right to assess an annual Rider Fee not to exceed 0.15% for Options added in the future. Once this Option is added to your Contract, we guarantee that we will not increase what we charge you for this Option. For Contracts issued on or after January 1, 2005, we may discontinue offering the Spousal Protection Benefit (Co-Annuitant) Option for Custodial Individual Retirement Accounts at any time to new Contract Owners and to existing Contract Owners who did not elect the Option prior to the date of discontinuance.

The Owner may terminate CSP upon the divorce of the Annuitant and the Co-Annuitant by providing written notice and proof of divorce in a form satisfactory to us. The Owner may also terminate CSP upon a change in the beneficiary of the IRA by providing written notice and proof of the change in a form satisfactory to us. CSP will terminate upon the date termination is accepted by us or on the earliest of the following occurrences:

- . On the date CSP is terminated as described above; or
- . Upon the death of the Annuitant; or
- . Upon the death of the Co-Annuitant; or
- . On the date the Contract is terminated; or
- . On the Payout Start Date.

Once terminated, a new CSP cannot be added to the Contract unless the last option attached to the Contract was terminated due to divorce or change of beneficiary of the IRA.

DEATH OF CO-ANNUITANT. This section applies if:

- . The CSP Conditions are met.
- . The Annuitant was, at the time of the Co-Annuitant's death, the beneficial owner of the Custodial traditional IRA, Custodial Roth IRA, or Custodial Simplified Employee Pension IRA.
- . We have received proof satisfactory to us that the Co-Annuitant has died.
- . The Co-Annuitant was, at the time of the Co-Annuitant's death, the sole beneficiary of the Custodial traditional IRA, Custodial Roth IRA, or Custodial Simplified Employee Pension IRA, and
- . the Co-Annuitant was, at the time of the Co-Annuitant's death, the legal spouse of the Annuitant.

If this section applies and if the Co-Annuitant dies prior to the Payout Start Date, then, subject to the following conditions, the Contract may be continued according to Option D under the "Death of Owner" provisions under the same terms and conditions that would apply if the Co-Annuitant were the Owner of the Contract before death and the sole new Owner of the Contract were the Annuitant provided that:

- . The Co-Annuitant was the legal spouse of the Annuitant on the date of Annuitant's death.
- . The Owner does not thereafter name a new Co-Annuitant; and
- . The Owner of the Custodial traditional IRA, Custodial Roth IRA, or Custodial Simplified Employee Pension IRA remains the Custodian; and
- . The Contract may only be continued once.

MORE INFORMATION

ALLSTATE

Allstate Life is the issuer of the Contract. Allstate Life was organized in 1957 as a stock life insurance company under the laws of the State of Illinois.

Allstate Life is a wholly owned subsidiary of Allstate Insurance Company, a stock property-liability insurance company organized under the laws of the State of Illinois. All of the capital stock issued and outstanding of Allstate Insurance Company is owned by Allstate

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Insurance Holdings, LLC, which is wholly owned by The Allstate Corporation.

Allstate Life is licensed to operate in the District of Columbia, Puerto Rico, and all jurisdictions except the State of New York. We intend to offer the Contract in those jurisdictions in which we are licensed. Our home office is located at 3100 Sanders Road, Northbrook, Illinois, 60062.

Effective June 1, 2006, Allstate Life entered into an agreement ("the Agreement") with Prudential Financial, Inc. and its subsidiary, The Prudential Insurance Company of America ("PICA") pursuant to which Allstate Life sold, through a combination of coinsurance and modified coinsurance reinsurance, substantially all of its variable annuity business. Pursuant to the Agreement Allstate Life and PICA also entered into an administrative services agreement which provides that PICA or an affiliate administer the Variable Account and the Contracts. The benefits and provisions of the Contracts have not been changed by these transactions and agreements. None of the transactions or agreements have changed the fact that we are primarily liable to you under your Contract.

VARIABLE ACCOUNT

Allstate Life established the Allstate Financial Advisors Separate Account I ("Variable Account") in 1999. The Contracts were previously issued through Allstate Life Insurance Company Separate Account A. Effective May 1, 2004, the Variable Account combined with Allstate Life Insurance Company Separate Account A and consolidated duplicative Variable Sub-Accounts that invest in the same Portfolio (the "Consolidation"). The Accumulation Unit Values for the Variable Sub-Accounts in which you invest did not change as a result of the Consolidation, and your Contract Value immediately after the Consolidation was the same as the value immediately before the Consolidation. We have registered the Variable Account with the SEC as a unit investment trust. The SEC does not supervise the management of the Variable Account or Allstate Life.

We own the assets of the Variable Account. The Variable Account is a segregated asset account under Illinois law. That means we account for the Variable Account's income, gains and losses separately from the results of our other operations. It also means that only the assets of the Variable Account that are in excess of the reserves and other Contract liabilities with respect to the Variable Account are subject to liabilities relating to our other operations. Our obligations arising under the Contracts are general corporate obligations of Allstate Life.

The Variable Account consists of multiple Variable Sub-Accounts, each of which invests in a corresponding Portfolio. We may add new Variable Sub-Accounts or eliminate one or more of them, if we believe marketing, tax, or investment conditions so warrant. We do not guarantee the investment performance of the Variable Account, its Sub-Accounts or the Portfolios. We may use the Variable Account to fund our other annuity contracts. We will account separately for each type of annuity contract funded by the Variable Account.

THE PORTFOLIOS

DIVIDENDS AND CAPITAL GAIN DISTRIBUTIONS. We automatically reinvest all dividends and capital gains distributions from the Portfolios in shares of the distributing Portfolios at their net asset value.

VOTING PRIVILEGES. As a general matter, you do not have a direct right to vote the shares of the Portfolios held by the Variable Sub-Accounts to which you have allocated your Contract Value. Under current law, however, you are entitled to give us instructions on how to vote those shares on certain matters. Based on our present view of the law, we will vote the shares of the Portfolios that we hold directly or indirectly through the Variable Account in accordance with instructions that we receive from Contract Owners entitled to give such instructions.

As a general rule, before the Payout Start Date, the Contract Owner or anyone with a voting interest is the person entitled to give voting instructions. The number of shares that a person has a right to instruct will be determined by dividing the Contract Value allocated to the applicable Variable Sub-Account by the net asset value per share of the corresponding Portfolio as of the record date of the meeting. After the Payout Start Date the person receiving income payments has the voting interest. The payee's number of votes will be determined by dividing the reserve for such Contract allocated to the applicable Sub-Account by the net asset value per share of the corresponding Portfolio. The votes decrease as income payments are made and as the reserves for the Contract decrease.

We will vote shares attributable to Contracts for which we have not received instructions, as well as shares attributable to us, in the same proportion as we vote shares for which we have received instructions, unless we determine that we may vote such shares in our own discretion. We will apply voting instructions to abstain on any item to be voted upon on a pro-rata basis to reduce the votes eligible to be cast.

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

CHANGES IN PORTFOLIOS. If the shares of any of the Portfolios are no longer available for investment by the Variable Account or if, in our judgment, further investment in such shares is no longer desirable in view of the purposes of the Contract, we may eliminate that Portfolio and substitute shares of another eligible investment fund. Any substitution of securities will

comply with the requirements of the Investment Company Act of 1940. We also may add new Variable Sub-Accounts that invest in additional underlying funds. We will notify you in advance of any change.

CONFLICTS OF INTEREST. Certain of the Portfolios sell their shares to separate accounts underlying both variable life insurance and variable annuity contracts. It is conceivable that in the future it may be unfavorable for variable life insurance separate accounts and variable annuity separate accounts to invest in the same Portfolio. The board of directors/trustees of these Portfolios monitors for possible conflicts among separate accounts buying shares of the Portfolios. Conflicts could develop for a variety of reasons. For example, differences in treatment under tax and other laws or the failure by a separate account to comply with such laws could cause a conflict. To eliminate a conflict, the Portfolio's board of directors/trustees may require a separate account to withdraw its participation in a Portfolio. A Portfolio's net asset value could decrease if it had to sell investment securities to pay redemption proceeds to a separate account withdrawing because of a conflict.

THE CONTRACT

DISTRIBUTION. Allstate Distributors, L.L.C., located at 3100 Sanders Road, Northbrook, IL 60062, is the principal underwriter and distributor of the Contract. Allstate Distributors is a wholly owned subsidiary of Allstate Life. Allstate Distributors is registered as a broker-dealer under the Securities Exchange Act of 1934, as amended, and is a member of the Financial Industry Regulatory Authority ("FINRA").

Allstate Distributors does not sell Contracts directly to purchasers. Allstate Distributors enters into selling agreements with affiliated and unaffiliated broker-dealers and banks to sell the Contracts through their registered representatives. The broker-dealers are registered with the SEC and are FINRA member firms. Their registered representatives are also licensed as insurance agents by applicable state insurance authorities and appointed as agents of Allstate Life in order to sell the Contracts. Contracts also may be sold by representatives or employees of banks that may be acting as broker-dealers without separate registration under the Exchange Act, pursuant to legal and regulatory exceptions.

We will pay commissions to broker-dealers and banks which sell the Contracts. Commissions paid vary, but we may pay up to a maximum sales commission of 7.5% of total purchase payments. In addition, we may pay ongoing annual compensation of up to 1.25% of Contract Value. Individual representatives receive a portion of compensation paid to the broker-dealer or bank with which they are associated in accordance with the broker dealer's or bank's practices. We estimate that commissions and annual compensation, when combined, will not exceed 8.5% of total purchase payments. However, commissions and annual compensation could exceed that amount because ongoing annual compensation is related to Contract Value and the number of years the Contract is held.

From time to time, we pay asset-based compensation and/or marketing allowances to banks and broker-dealers. These payments vary among individual banks and broker dealers, and the asset-based payments may be up to 0.25% of Contract Value annually. These payments are intended to contribute to the promotion and marketing of the Contracts, and they vary among banks and broker-dealers. The marketing and distribution support services include but are not limited to:

(1) placement of the Contracts on a list of preferred or recommended products in the bank's or broker-dealer's distribution system; (2) sales promotions with regard to the Contracts; (3) participation in sales conferences; and

(4) helping to defray the costs of sales conferences and educational seminars for the bank or broker-dealer's registered representatives. A list of broker-dealers and banks that Allstate Distributors paid pursuant to such arrangements is provided in the Statement of Additional Information, which is available upon request. For a free copy, please write or call us at the address or telephone number listed on the front page of this prospectus, or go to the SEC's Web site (<http://www.sec.gov>).

To the extent permitted by FINRA rules and other applicable laws and regulations, we may pay or allow other promotional incentives or payments in the form of cash or non-cash compensation. We may not offer the arrangements to all broker-dealers and banks and the terms of the arrangement may differ among broker-dealers and banks.

Individual registered representatives, broker-dealers, banks, and branch managers within some broker-dealers and banks participating in one of these compensation arrangements may receive greater compensation for selling the contract than for selling a different contract that is not eligible for the compensation arrangement. While we take the compensation into account when establishing contract charges, any such compensation will be paid by us or Allstate Distributors and will not result in any additional charge to you. Your registered representative can provide you with more information about the compensation arrangements that apply to the sale of the contract.

Allstate Life does not pay Allstate Distributors a commission for distribution of the Contracts. Allstate Distributors compensates its representatives who act as wholesalers, and their sales management personnel, for Contract sales. This compensation is based on a percentage of premium payments and/or a percentage of Contract Values. The underwriting agreement with Allstate Distributors provides that we will reimburse Allstate Distributors for expenses incurred in distributing the Contracts, including any liability to Contract Owners arising out of services rendered or Contracts issued.

For Allstate Advisor Contracts issued to employees of Allstate Life and certain other eligible organizations, and in lieu of Allstate Life paying any commissions on sales

of those Contracts, the Contract Owner will receive a credit of 6% of the amount of each purchase payment that will be applied to each purchase payment. Allstate Life will allocate this credit in the same allocation as your most recent instruction. If you exercise your Right to Cancel your Contract as described in this prospectus, we will return to you the amount you would have received had there been no credit. Unless we are required by law to return your purchase payments, this amount also will include any charges deducted that reduced your Contract Value prior to cancellation, plus any investment gain on the credit. The credit may not be available in all states. We do not consider the credit to be an "investment in the contract" for income tax purposes.

ADMINISTRATION. We have primary responsibility for all administration of the Contracts and the Variable Account. We entered into an administrative services agreement with The Prudential Insurance Company of America ("PICA") whereby, PICA or an affiliate provides administrative services to the Variable Account and the Contracts on our behalf. In addition, PICA entered into a master services agreement with se/2/, inc., of 5801 SW 6th Avenue, Topeka, Kansas 66636, whereby se/2/, inc. provides certain business process outsourcing services with respect to the Contracts. se/2/, inc. may engage other service providers to provide certain administrative functions. These service providers may change over time, and as of December 31, 2011, consisted of the following:

Keane BPO, LLC (administrative services) located at 100 City Square, Boston, MA 02129; RR Donnelley Global Investment Markets (compliance printing and mailing) located at 111 South Wacker Drive, Chicago, IL 60606; Jayhawk File Express, LLC (file storage and document destruction) located at 601 E. 5th Street, Topeka, KS 66601-2596; Co-Sentry.net, LLC (back-up printing and disaster recovery) located at 9394 West Dodge Rd, Suite 100, Omaha, NE 68114; Convey Compliance Systems, Inc. (withholding calculations and tax statement mailing) located at 3650 Annapolis Lane, Suite 190, Plymouth, MN 55447; Spangler Graphics, LLC (compliance mailings) located at 29305 44th Street, Kansas City, KS 66106; Veritas Document Solutions, LLC (compliance mailings) located at 913 Commerce Ct, Buffalo Grove, IL 60089; Records Center of Topeka, a division of Underground Vaults & Storage, Inc. (back-up tapes storage) located at 1540 NW Gage Blvd. #6, Topeka, KS 66618; EquiSearch Services, Inc. (lost shareholder search) located at 11 Martime Avenue, Suite 665, White Plains, NY 10606; ZixCorp Systems, Inc. (email encryption) located at 2711 N. Haskell Ave., Suite 2300, Dallas, TX 75204; DST Systems, Inc. (FAN mail, positions, prices) located at 333 West 11 Street, 5th Floor, Kansas City, MO 64105.

In administering the Contracts, the following services are provided, among others:

- . maintenance of Contract Owner records;
- . Contract Owner services;
- . calculation of unit values;
- . maintenance of the Variable Account; and
- . preparation of Contract Owner reports.

We will send you Contract statements at least annually. We will also send you transaction confirmations. You should notify us promptly in writing of any address change. You should read your statements and confirmations carefully and verify their accuracy. You should contact us promptly if you have a question about a periodic statement or a confirmation. We will investigate all complaints and make any necessary adjustments retroactively, but you must notify us of a potential error within a reasonable time after the date of the questioned statement. If you wait too long, we will make the adjustment as of the date that we receive notice of the potential error.

We will also provide you with additional periodic and other reports, information and prospectuses as may be required by federal securities laws.

ANNUITIES HELD WITHIN A QUALIFIED PLAN

If you use the Contract within an employer sponsored qualified retirement plan, the plan may impose different or additional conditions or limitations on withdrawals, waivers of withdrawal charges, death benefits, Payout Start Dates, income payments, and other Contract features. In addition, adverse tax consequences may result if Qualified Plan limits on distributions and other conditions are not met. Please consult your Qualified Plan administrator for more information. Allstate Life no longer issues deferred annuities to employer sponsored qualified retirement plans.

LEGAL MATTERS

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

TAXES

THE FOLLOWING DISCUSSION IS GENERAL AND IS NOT INTENDED AS TAX ADVICE. ALLSTATE LIFE MAKES NO GUARANTEE REGARDING THE TAX TREATMENT OF ANY CONTRACT OR TRANSACTION INVOLVING A CONTRACT.

Federal, state, local and other tax consequences of ownership or receipt of distributions under an annuity contract depend on your individual circumstances. If you are concerned about any tax consequences with regard to



your individual circumstances, you should consult a competent tax adviser.

TAXATION OF ALLSTATE LIFE INSURANCE COMPANY

Allstate Life is taxed as a life insurance company under Part I of Subchapter L of the Code. Since the Variable Account is not an entity separate from Allstate Life, and its operations form a part of Allstate Life, it will not be taxed separately. Investment income and realized capital gains of the Variable Account are automatically applied to increase reserves under the Contract. Under existing federal income tax law, Allstate Life believes that the Variable Account investment income and capital gains will not be taxed to the extent that such income and gains are applied to increase the reserves under the Contract. Accordingly, Allstate Life does not anticipate that it will incur any federal income tax liability attributable to the Variable Account, and therefore Allstate Life does not intend to make provisions for any such taxes. If Allstate Life is taxed on investment income or capital gains of the Variable Account, then Allstate Life may impose a charge against the Variable Account in order to make provision for such taxes.

TAXATION OF VARIABLE ANNUITIES IN GENERAL

TAX DEFERRAL. Generally, you are not taxed on increases in the Contract Value until a distribution occurs. This rule applies only where:

- . the Contract Owner is a natural person,
- . the investments of the Variable Account are "adequately diversified" according to Treasury Department regulations, and
- . Allstate Life is considered the owner of the Variable Account assets for federal income tax purposes.

NON-NATURAL OWNERS. Non-natural owners are also referred to as Non Living Owners in this prospectus. As a general rule, annuity contracts owned by non-natural persons such as corporations, trusts, or other entities are not treated as annuity contracts for federal income tax purposes. The income on such contracts does not enjoy tax deferral and is taxed as ordinary income received or accrued by the non-natural owner during the taxable year.

EXCEPTIONS TO THE NON-NATURAL OWNER RULE. There are several exceptions to the general rule that annuity contracts held by a non-natural owner are not treated as annuity contracts for federal income tax purposes. Contracts will generally be treated as held by a natural person if the nominal owner is a trust or other entity which holds the contract as agent for a natural person. However, this special exception will not apply in the case of an employer who is the nominal owner of an annuity contract under a non-Qualified deferred compensation arrangement for its employees. Other exceptions to the non-natural owner rule are: (1) contracts acquired by an estate of a decedent by reason of the death of the decedent; (2) certain qualified contracts; (3) contracts purchased by employers upon the termination of certain Qualified Plans; (4) certain contracts used in connection with structured settlement agreements; and

(5) immediate annuity contracts, purchased with a single premium, when the annuity starting date is no later than a year from purchase of the annuity and substantially equal periodic payments are made, not less frequently than annually, during the annuity period.

GRANTOR TRUST OWNED ANNUITY. Contracts owned by a grantor trust are considered owned by a non-natural owner. Grantor trust owned contracts receive tax deferral as described in the Exceptions to the Non-Natural Owner Rule section. In accordance with the Code, upon the death of the annuitant, the death benefit must be paid. According to your Contract, the Death Benefit is paid to the beneficiary. A trust named beneficiary, including a grantor trust, has two options for receiving any death benefits: 1) a lump sum payment, or 2) payment deferred up to five years from date of death.

DIVERSIFICATION REQUIREMENTS. For a Contract to be treated as an annuity for federal income tax purposes, the investments in the Variable Account must be "adequately diversified" consistent with standards under Treasury Department regulations. If the investments in the Variable Account are not adequately diversified, the Contract will not be treated as an annuity contract for federal income tax purposes. As a result, the income on the Contract will be taxed as ordinary income received or accrued by the Contract owner during the taxable year. Although Allstate Life does not have control over the Portfolios or their investments, we expect the Portfolios to meet the diversification requirements.

OWNERSHIP TREATMENT. The IRS has stated that a contract owner will be considered the owner of separate account assets if he possesses incidents of ownership in those assets, such as the ability to exercise investment control over the assets. At the time the diversification regulations were issued, the Treasury Department announced that the regulations do not provide guidance concerning circumstances in which investor control of the separate account investments may cause a Contract owner to be treated as the owner of the separate account. The Treasury Department also stated that future guidance would be issued regarding the extent that owners could direct sub-account investments without being treated as owners of the underlying assets of the separate account.

Your rights under the Contract are different than those described by the IRS in private and published rulings in which it found that Contract owners were not owners of separate account assets. For example, if your contract offers more than twenty (20) investment alternatives you have the choice to allocate premiums and contract values

among a broader selection of investment alternatives than described in such rulings. You may be able to transfer among investment alternatives more frequently than in such rulings. These differences could result in you being treated as the owner of the Variable Account. If this occurs, income and gain from the Variable Account assets would be includible in your gross income. Allstate Life does not know what standards will be set forth in any regulations or rulings which the Treasury Department may issue. It is possible that future standards announced by the Treasury Department could adversely affect the tax treatment of your Contract. We reserve the right to modify the Contract as necessary to attempt to prevent you from being considered the federal tax owner of the assets of the Variable Account. However, we make no guarantee that such modification to the Contract will be successful.

TAXATION OF PARTIAL AND FULL WITHDRAWALS. If you make a partial withdrawal under a Non-Qualified Contract, amounts received are taxable to the extent the Contract Value, without regard to surrender charges, exceeds the investment in the Contract. The investment in the Contract is the gross premium paid for the contract minus any amounts previously received from the Contract if such amounts were properly excluded from your gross income. If you make a full withdrawal under a Non-Qualified Contract, the amount received will be taxable only to the extent it exceeds the investment in the Contract.

TAXATION OF ANNUITY PAYMENTS. Generally, the rule for income taxation of annuity payments received from a Non-Qualified Contract provides for the return of your investment in the Contract in equal tax-free amounts over the payment period. The balance of each payment received is taxable. For fixed annuity payments, the amount excluded from income is determined by multiplying the payment by the ratio of the investment in the Contract (adjusted for any refund feature or period certain) to the total expected value of annuity payments for the term of the Contract. If you elect variable annuity payments, the amount excluded from taxable income is determined by dividing the investment in the Contract by the total number of expected payments. The annuity payments will be fully taxable after the total amount of the investment in the Contract is excluded using these ratios. If any variable payment is less than the excludable amount you should contact a competent tax advisor to determine how to report any unrecovered investment. The federal tax treatment of annuity payments is unclear in some respects. As a result, if the IRS should provide further guidance, it is possible that the amount we calculate and report to the IRS as taxable could be different. If you die, and annuity payments cease before the total amount of the investment in the Contract is recovered, the unrecovered amount will be allowed as a deduction for your last taxable year.

PARTIAL ANNUITIZATION

Effective January 1, 2011, an individual may partially annuitize their non-qualified annuity if the contract so permits. The Small Business Jobs Act of 2010 included a provision which allows for a portion of a non-qualified annuity, endowment or life insurance contract to be annuitized while the balance is not annuitized. The annuitized portion must be paid out over 10 or more years or over the lives of one or more individuals. The annuitized portion of the contract is treated as a separate contract for purposes of determining taxability of the payments under IRC section 72. We do not currently permit partial annuitization.

TAXATION OF LEVEL MONTHLY VARIABLE ANNUITY PAYMENTS. You may have an option to elect a variable income payment stream consisting of level monthly payments that are recalculated annually. Although we will report your levelized payments to the IRS in the year distributed, it is possible the IRS could determine that receipt of the first monthly payout of each annual amount is constructive receipt of the entire annual amount. If the IRS were to take this position, the taxable amount of your levelized payments would be accelerated to the time of the first monthly payout and reported in the tax year in which the first monthly payout is received.

WITHDRAWALS AFTER THE PAYOUT START DATE. Federal tax law is unclear regarding the taxation of any additional withdrawal received after the Payout Start Date. It is possible that a greater or lesser portion of such a payment could be taxable than the amount we determine.

DISTRIBUTION AT DEATH RULES. In order to be considered an annuity contract for federal income tax purposes, the Contract must provide:

. if any Contract Owner dies on or after the Payout Start Date but before the entire interest in the Contract has been distributed, the remaining portion of such interest must be distributed at least as rapidly as under the method of distribution being used as of the date of the Contract Owner's death;

. if any Contract Owner dies prior to the Payout Start Date, the entire interest in the Contract will be distributed within 5 years after the date of the Contract Owner's death. These requirements are satisfied if any portion of the Contract Owner's interest that is payable to (or for the benefit of) a designated Beneficiary is distributed over the life of such Beneficiary (or over a period not extending beyond the life expectancy of the Beneficiary) and the distributions begin within 1 year of the Contract Owner's death. If the Contract Owner's designated Beneficiary is the surviving spouse of the Contract Owner, the Contract may be continued with the surviving spouse as the new Contract Owner;

. if the Contract Owner is a non-natural person, then the Annuitant will be treated as the Contract Owner

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for purposes of applying the distribution at death rules. In addition, a change in the Annuitant on a Contract owned by a non-natural person will be treated as the death of the Contract Owner.

We administer certain spousal rights under the Contract, and related tax reporting in accordance with our understanding of the Defense of Marriage Act (which defines a "marriage" as a legal union between a man and a woman and a "spouse" as a person of the opposite sex). Depending on the state in which your Contract is issued, we may offer certain spousal benefits to civil union couples, domestic partners or same-sex marriages. You should be aware, however, that federal tax law does not recognize civil union couples, domestic partners or marriage spouses of the same sex. Therefore, we cannot permit a same-sex civil union partner, domestic partner or spouse to continue the Contract within the meaning of the tax law upon the death of the first partner under the Contract's "spousal continuance" provision. Please note there may be federal tax consequences at the death of the first same-sex civil union partner, domestic partner or spouse. Civil union couples, domestic partners and spouses of the same sex should consider that limitation before selecting a spousal benefit under the Contract.

TAXATION OF ANNUITY DEATH BENEFITS. Death Benefit amounts are included in income as follows:

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

MEDICARE TAX ON NET INVESTMENT INCOME The Patient Protection and Affordable Care Act, also known as the 2010 Health Care Act, included a new Medicare tax on investment income. This new tax, which is effective in 2013, assesses a 3.8% surtax on the lesser of (1) net investment income or (2) the excess of "modified adjusted gross income" over a threshold amount. The "threshold amount" is \$250,000 for married taxpayers filing jointly, \$125,000 for married taxpayers filing separately, \$200,000 for single taxpayers, and approximately \$12,000 for trusts. The taxable portion of payments received as a withdrawal, surrender, annuity payment, death benefit payment or any other actual or deemed distribution under the contract will be considered investment income for purposes of this surtax.

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 (as defined by the Code) over the Contract Owner's life or life expectancy, or over the joint lives or joint life expectancies of the Contract Owner and the Beneficiary,
- . made under an immediate annuity, or
- . attributable to investment in the Contract before August 14, 1982.

You should consult a competent tax advisor to determine how these exceptions may apply to your situation.

SUBSTANTIALLY EQUAL PERIODIC PAYMENTS. With respect to non-Qualified Contracts using substantially equal periodic payments or immediate annuity payments as an exception to the penalty tax on premature distributions, any additional withdrawal or other material modification of the payment stream would violate the requirement that payments must be substantially equal. Failure to meet this requirement would mean that the income portion of each payment received prior to the later of 5 years or the Contract Owner's attaining age 59 1/2 would be subject to a 10% penalty tax unless another exception to the penalty tax applied. The tax for the year of the modification is increased by the penalty tax that would have been imposed without the exception, plus interest for the years in which the exception was used. A material modification does not include permitted changes described in published IRS rulings. You should consult a competent tax advisor prior to creating or modifying a substantially equal periodic payment stream.

TAX FREE EXCHANGES UNDER INTERNAL REVENUE CODE SECTION 1035. A 1035 exchange is a tax-free exchange of a non-Qualified life insurance contract, endowment contract or annuity contract into a non-Qualified annuity contract. The contract owner(s) must be the same on the old and new contract. Basis from the old contract carries over to the new contract so long as we receive that information from the relinquishing company. If basis information is never received, we will assume that all exchanged funds represent earnings and will allocate no cost basis to them.

PARTIAL EXCHANGES. The IRS has issued rulings that permit partial exchanges of annuity contracts. Effective for exchanges on or after October 24, 2011, where there is a surrender or distribution from either the initial annuity contract or receiving annuity contract within 180 days of the date on which the partial exchange was completed, the IRS will apply general tax rules to determine the substance and treatment of the original transfer. For exchanges occurring between June 30, 2008 and October 23, 2011, a partial exchange, of a deferred annuity contract for another deferred annuity contract, will qualify for tax-deferral only if no amount is withdrawn or surrendered from either contract for a period of 12 months. The 12 month period begins on the date when exchange proceeds are treated as premiums paid for the recipient contract. Withdrawals from,

annuitizations, taxable Owner or Annuitant changes, or surrenders of either contract within the 12 month period will retroactively negate the partial exchange, unless one of the following applies:

- . the contract owner is at least 59 1/2 or dies; or becomes totally disabled or obtains a divorce or suffers a loss of employment after the partial exchange was completed and prior to the withdrawal, annuitization, Owner or Annuitant change, or surrender;
- . if the annuity is owned by an entity, the annuitant dies after the partial exchange was completed and prior to the withdrawal, annuitization, Owner or Annuitant change or surrender;
- . the withdrawal is allocable to investment in the Contract before August 14, 1982; or,
- . the annuity is a qualified funding asset within the meaning of Code section 130(d).

If a partial exchange is retroactively negated, the amount originally transferred to the recipient contract is treated as a withdrawal from the source contract, taxable to the extent of any gain in that contract on the date of the exchange. An additional 10% tax penalty may also apply if the Contract Owner is under age 59 1/2. Your Contract may not permit partial exchanges.

TAXATION OF OWNERSHIP CHANGES. If you transfer a non-Qualified Contract without full and adequate consideration to a person other than your spouse (or to a former spouse incident to a divorce), you will be taxed on the difference between the Contract Value and the investment in the Contract at the time of transfer. Any assignment or pledge (or agreement to assign or pledge) of the Contract Value is taxed as a withdrawal of such amount or portion and may also incur the 10% penalty tax.

AGGREGATION OF ANNUITY CONTRACTS. The Code requires that all non-Qualified deferred annuity contracts issued by Allstate Life (or its affiliates) to the same Contract Owner during any calendar year be aggregated and treated as one annuity contract for purposes of determining the taxable amount of a distribution.

INCOME TAX WITHHOLDING

Generally, Allstate Life is required to withhold federal income tax at a rate of 10% from all non-annuitized distributions. The customer may elect out of withholding by completing and signing a withholding election form. If no election is made or no U.S. taxpayer identification number is provided we will automatically withhold the required 10% of the taxable amount. In certain states, if there is federal withholding, then state withholding is also mandatory.

Allstate Life is required to withhold federal income tax using the wage withholding rates for all annuitized distributions. The customer may elect out of withholding by completing and signing a withholding election form. If no election is made, we will automatically withhold using married with three exemptions as the default. If no U.S. taxpayer identification number is provided, we will automatically withhold using single with zero exemptions as the default. In certain states, if there is federal withholding, then state withholding is also mandatory.

Election out of withholding is valid only if the customer provides a U.S. residence address and taxpayer identification number.

Generally, Code Section 1441 provides that Allstate Life as a withholding agent must withhold 30% of the taxable amounts paid to a non-resident alien. A non-resident alien is someone other than a U.S. citizen or resident alien. We require an original IRS Form W-8BEN at issue to certify the owners' foreign status. Withholding may be reduced or eliminated if covered by an income tax treaty between the U.S. and the non-resident alien's country of residence if the payee provides a U.S. taxpayer identification number on a fully completed Form W-8BEN. A U.S. taxpayer identification number is a social security number or an individual taxpayer identification number ("ITIN"). ITINs are issued by the IRS to non-resident alien individuals who are not eligible to obtain a social security number. The U.S. does not have a tax treaty with all countries nor do all tax treaties provide an exclusion or lower withholding rate for annuities.

TAX QUALIFIED CONTRACTS

The income on tax sheltered annuity (TSA) and IRA investments is tax deferred, and the income from annuities held by such plans does not receive any additional tax deferral. You should review the annuity features, including all benefits and expenses, prior to purchasing an annuity as a TSA or IRA. Tax Qualified Contracts are contracts purchased as or in connection with:

- . Individual Retirement Annuities (IRAs) under Code Section 408(b);
- . Roth IRAs under Code Section 408A;
- . Simplified Employee Pension (SEP IRA) under Code Section 408(k);
- . Savings Incentive Match Plans for Employees (SIMPLE IRA) under Code Section 408(p);
- . Tax Sheltered Annuities under Code Section 403(b);
- . Corporate and Self Employed Pension and Profit Sharing Plans under Code Section 401; and
- . State and Local Government and Tax-Exempt Organization Deferred Compensation Plans under Code Section 457.

Allstate Life reserves the right to limit the availability of the Contract for use with any of the retirement plans listed above or to modify the Contract to conform with tax requirements. If you use the Contract within an employer sponsored qualified retirement plan, the plan may impose different or additional conditions or limitations on withdrawals, waiver of charges, death benefits, Payout Start Dates, income payments, and other Contract

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features. In addition, adverse tax consequences may result if Qualified Plan limits on distributions and other conditions are not met. Please consult your Qualified Plan administrator for more information. Allstate Life no longer issues deferred annuities to employer sponsored qualified retirement plans.

The tax rules applicable to participants with tax qualified annuities vary according to the type of contract and the terms and conditions of the endorsement. Adverse tax consequences may result from certain transactions such as excess contributions, premature distributions, and, distributions that do not conform to specified commencement and minimum distribution rules. Allstate Life can issue an individual retirement annuity on a rollover or transfer of proceeds from a decedent's IRA, TSA, or employer sponsored retirement plan under which the decedent's surviving spouse is the beneficiary. Allstate Life does not offer an individual retirement annuity that can accept a transfer of funds for any other, non-spousal, beneficiary of a decedent's IRA, TSA, or employer sponsored qualified retirement plan.

Please refer to your Endorsement for IRAs or 403(b) plans, if applicable, for additional information on your death settlement options. In the case of certain Qualified Plans, the terms of the Qualified Plan Endorsement and the plans may govern the right to benefits, regardless of the terms of the Contract.

TAXATION OF WITHDRAWALS FROM AN INDIVIDUALLY OWNED TAX QUALIFIED CONTRACT. If you make a partial withdrawal under a Tax Qualified Contract other than a Roth IRA, the portion of the payment that bears the same ratio to the total payment that the investment in the Contract (i.e., nondeductible IRA contributions) bears to the Contract Value, is excluded from your income. We do not keep track of nondeductible contributions, and generally all tax reporting of distributions from Tax Qualified Contracts other than Roth IRAs will indicate that the distribution is fully taxable.

"Qualified distributions" from Roth IRAs are not included in gross income. "Qualified distributions" are any distributions made more than five taxable years after the taxable year of the first contribution to any Roth IRA and which are:

- . made on or after the date the Contract Owner attains age 59 1/2,
- . made to a beneficiary after the Contract Owner's death,
- . attributable to the Contract Owner being disabled, or
- . made for a first time home purchase (first time home purchases are subject to a lifetime limit of \$10,000).

"Nonqualified distributions" from Roth IRAs are treated as made from contributions first and are included in gross income only to the extent that distributions exceed contributions.

REQUIRED MINIMUM DISTRIBUTIONS. Generally, Tax Qualified Contracts (excluding Roth IRAs) require minimum distributions upon reaching age 70 1/2. Failure to withdraw the required minimum distribution will result in a 50% tax penalty on the shortfall not withdrawn from the Contract. Effective December 31, 2005, the IRS requires annuity contracts to include the actuarial present value of other benefits for purposes of calculating the required minimum distribution amount. These other benefits may include accumulation, income, or death benefits. Not all income plans offered under the Contract satisfy the requirements for minimum distributions. Because these distributions are required under the Code and the method of calculation is complex, please see a competent tax advisor.

THE DEATH BENEFIT AND TAX QUALIFIED CONTRACTS. Pursuant to the Code and IRS regulations, an IRA (e.g., traditional IRA, Roth IRA, SEP IRA and SIMPLE IRA) may not invest in life insurance contracts. However, an IRA may provide a death benefit that equals the greater of the purchase payments or the Contract Value. The Contract offers a death benefit that in certain circumstances may exceed the greater of the purchase payments or the Contract Value. We believe that the Death Benefits offered by your Contract do not constitute life insurance under these regulations.

It is also possible that certain death benefits that offer enhanced earnings could be characterized as an incidental death benefit. If the death benefit were so characterized, this could result in current taxable income to a Contract Owner. In addition, there are limitations on the amount of incidental death benefits that may be provided under Qualified Plans, such as in connection with a TSA or employer sponsored qualified retirement plan.

Allstate Life reserves the right to limit the availability of the Contract for use with any of the Qualified Plans listed above.

PENALTY TAX ON PREMATURE DISTRIBUTIONS FROM TAX QUALIFIED CONTRACTS. A 10% penalty tax applies to the taxable amount of any premature distribution from a Tax Qualified Contract. The penalty tax generally applies to any distribution made prior to the date you attain age 59 1/2. However, no penalty tax is incurred on distributions:

- . made on or after the date the Contract Owner attains age 59 1/2,
- . made as a result of the Contract Owner's death or total disability,
- . made in substantially equal periodic payments (as defined by the Code) over the Contract Owner's life or life expectancy, or over the joint lives or joint life expectancies of the Contract Owner and the Beneficiary,
- . made after separation from service after age 55 (does not apply to IRAs),

- . made pursuant to an IRS levy,
- . made for certain medical expenses,
- . made to pay for health insurance premiums while unemployed (applies only for IRAs),
- . made for qualified higher education expenses (applies only for IRAs)
- . made for a first time home purchase (up to a \$10,000 lifetime limit and applies only for IRAs), and
- . from an IRA or attributable to elective deferrals under a 401(k) plan, 403(b) annuity, or certain similar arrangements made to individuals who (because of their being members of a reserve component) are ordered or called to active duty after Sept. 11, 2001, for a period of more than 179 days or for an indefinite period; and made during the period beginning on the date of the order or call to duty and ending at the close of the active duty period.

During the first 2 years of the individual's participation in a SIMPLE IRA, distributions that are otherwise subject to the premature distribution penalty, will be subject to a 25% penalty tax.

You should consult a competent tax advisor to determine how these exceptions may apply to your situation.

SUBSTANTIALLY EQUAL PERIODIC PAYMENTS ON TAX QUALIFIED CONTRACTS. With respect to Tax Qualified Contracts using substantially equal periodic payments as an exception to the penalty tax on premature distributions, any additional withdrawal or other material modification of the payment stream would violate the requirement that payments must be substantially equal. Failure to meet this requirement would mean that the income portion of each payment received prior to the later of 5 years or the taxpayer's attaining age 59 1/2 would be subject to a 10% penalty tax unless another exception to the penalty tax applied. The tax for the year of the modification is increased by the penalty tax that would have been imposed without the exception, plus interest for the years in which the exception was used. A material modification does not include permitted changes described in published IRS rulings. You should consult a competent tax advisor prior to creating or modifying a substantially equal periodic payment stream.

INCOME TAX WITHHOLDING ON TAX QUALIFIED CONTRACTS. Generally, Allstate Life is required to withhold federal income tax at a rate of 10% from all non-annuitized distributions that are not considered "eligible rollover distributions." The customer may elect out of withholding by completing and signing a withholding election form. If no election is made or if no U.S. taxpayer identification number is provided, we will automatically withhold the required 10% from the taxable amount. In certain states, if there is federal withholding, then state withholding is also mandatory. Allstate Life is required to withhold federal income tax at a rate of 20% on all "eligible rollover distributions" unless you elect to make a "direct rollover" of such amounts to an IRA or eligible retirement plan. Eligible rollover distributions generally include all distributions from Tax Qualified Contracts, including TSAs but excluding IRAs, with the exception of:

- . required minimum distributions, or,
- . a series of substantially equal periodic payments made over a period of at least 10 years, or,
- . a series of substantially equal periodic payments made over the life (joint lives) of the participant (and beneficiary), or,
- . hardship distributions.

With respect to any Contract held under a Section 457 plan or by the trustee of a Section 401 Pension or Profit Sharing Plan, we will not issue payments directly to a plan participant or beneficiary. Consequently, the obligation to comply with the withholding requirements described above will be the responsibility of the plan.

For all annuitized distributions that are not subject to the 20% withholding requirement, Allstate Life is required to withhold federal income tax using the wage withholding rates. The customer may elect out of withholding by completing and signing a withholding election form. If no election is made, we will automatically withhold using married with three exemptions as the default. If no U.S. taxpayer identification number is provided, we will automatically withhold using single with zero exemptions as the default. In certain states, if there is federal withholding, then state withholding is also mandatory.

Election out of withholding is valid only if the customer provides a U.S. residence address and taxpayer identification number.

Generally, Code Section 1441 provides that Allstate Life as a withholding agent must withhold 30% of the taxable amounts paid to a non-resident alien. A non-resident alien is someone other than a U.S. citizen or resident alien. We require an original IRS Form W-8BEN at issue to certify the owners' foreign status. Withholding may be reduced or eliminated if covered by an income tax treaty between the U.S. and the non-resident alien's country of residence if the payee provides a U.S. taxpayer identification number on a fully completed Form W-8BEN. A U.S. taxpayer identification number is a social security number or an individual taxpayer identification number ("ITIN"). ITINs are issued by the IRS to non-resident alien individuals who are not eligible to obtain a social security number. The U.S. does not have a tax treaty with all countries nor do all tax treaties provide an exclusion or lower withholding rate for annuities.

CHARITABLE IRA DISTRIBUTIONS. The Pension Protection Act of 2006 included a charitable giving incentive

permitting tax-free IRA distributions for charitable purposes. The Tax Relief, Unemployment Insurance Reauthorization, and Job Creation Act of 2010 extended this provision until the end of 2011. As of 2012, this provision expired and has not been extended. It is possible Congress will extend this provision retroactively to include some or all of 2012.

For distributions in tax years beginning after 2005 and before 2012, the Act provides an exclusion from gross income, up to \$100,000, for otherwise taxable IRA distributions from a traditional or Roth IRA that are qualified charitable distributions. To constitute a qualified charitable distribution, the distribution must be made (1) directly by the IRA trustee to certain qualified charitable organizations and (2) on or after the date the IRA owner attains age 70 1/2. Distributions that are excluded from income under this provision are not taken into account in determining the individual's deduction, if any, for charitable contributions.

The IRS has indicated that an IRA trustee is not responsible for determining whether a distribution to a charity is one that satisfies the requirements for the new income tax exclusion added by the Pension Protection Act. As a result the general rules for reporting IRA distributions apply.

INDIVIDUAL RETIREMENT ANNUITIES. Code Section 408(b) permits eligible individuals to contribute to an individual retirement program known as an Individual Retirement Annuity (IRA). Individual Retirement Annuities are subject to limitations on the amount that can be contributed and on the time when distributions may commence. Certain distributions from other types of qualified retirement plans may be "rolled over" on a tax-deferred basis into an Individual Retirement Annuity.

ROTH INDIVIDUAL RETIREMENT ANNUITIES. Code Section 408A permits eligible individuals to make nondeductible contributions to an individual retirement program known as a Roth Individual Retirement Annuity. Roth Individual Retirement Annuities are subject to limitations on the amount that can be contributed and on the time when distributions may commence.

A traditional Individual Retirement Account or Annuity may be converted or "rolled over" to a Roth Individual Retirement Annuity. For distributions after 2007, the Pension Protection Act of 2006 allows distributions from qualified retirement plans including tax sheltered annuities and governmental Section 457 plans to be rolled over directly into a Roth IRA, subject to the usual rules that apply to conversions from a traditional IRA into a Roth IRA. The income portion of a conversion or rollover distribution is taxable currently, but is exempted from the 10% penalty tax on premature distributions. Prior to January 1, 2010, income and filing status limitations applied to rollovers from non-Roth accounts to a Roth IRA. Effective January 1, 2005, the IRS requires conversions of annuity contracts to include the actuarial present value of other benefits for purposes of valuing the taxable amount of the conversion.

ANNUITIES HELD BY INDIVIDUAL RETIREMENT ACCOUNTS (COMMONLY KNOWN AS CUSTODIAL IRAS). Code Section 408 permits a custodian or trustee of an Individual Retirement Account to purchase an annuity as an investment of the Individual Retirement Account. If an annuity is purchased inside of an Individual Retirement Account, then the Annuitant must be the same person as the beneficial owner of the Individual Retirement Account.

If you have a contract issued as an IRA under Code Section 408(b) and request to change the ownership to an IRA custodian permitted under Section 408, we will treat a request to change ownership from an individual to a custodian as an indirect rollover. We will send a Form 1099R to report the distribution and the custodian should issue a Form 5498 for the contract value contribution.

Generally, the death benefit of an annuity held in an Individual Retirement Account must be paid upon the death of the Annuitant. However, in most states, the Contract permits the custodian or trustee of the Individual Retirement Account to continue the Contract in the accumulation phase, with the Annuitant's surviving spouse as the new Annuitant, if the following conditions are met:

- 1) The custodian or trustee of the Individual Retirement Account is the owner of the annuity and has the right to the death proceeds otherwise payable under the Contract;
- 2) The deceased Annuitant was the beneficial owner of the Individual Retirement Account;
- 3) We receive a complete request for settlement for the death of the Annuitant; and
- 4) The custodian or trustee of the Individual Retirement Account provides us with a signed certification of the following:
 - (a) The Annuitant's surviving spouse is the sole beneficiary of the Individual Retirement Account;
 - (b) The Annuitant's surviving spouse has elected to continue the Individual Retirement Account as his or her own Individual Retirement Account; and
 - (c) The custodian or trustee of the Individual Retirement Account has continued the Individual Retirement Account pursuant to the surviving spouse's election.

SIMPLIFIED EMPLOYEE PENSION IRA (SEP IRA). Code Section 408(k) allows eligible employers to establish simplified employee pension plans for their employees using individual retirement annuities. These employers may, within specified limits, make deductible contributions on behalf of the employees to the individual retirement annuities. Employers intending to

use the Contract in connection with such plans should seek competent tax advice.

SAVINGS INCENTIVE MATCH PLANS FOR EMPLOYEES (SIMPLE IRA). Code Section 408(p) allows eligible employers with 100 or fewer employees to establish SIMPLE retirement plans for their employees using individual retirement annuities. In general, a SIMPLE IRA consists of a salary deferral program for eligible employees and matching or nonelective contributions made by employers. Employers intending to purchase the Contract as a SIMPLE IRA should seek competent tax and legal advice. SIMPLE IRA plans must include the provisions of the Economic Growth and Tax Relief Reconciliation Act of 2007 (EGTRRA) to avoid adverse tax consequences. If your current SIMPLE IRA plan uses IRS Model Form 5304-SIMPLE with a revision date of March 2002 or later, then your plan is up to date. If your plan has a revision date prior to March 2002, please consult with your tax or legal advisor to determine the action you need to take in order to comply with this requirement.

TO DETERMINE IF YOU ARE ELIGIBLE TO CONTRIBUTE TO ANY OF THE ABOVE LISTED IRAS (TRADITIONAL, ROTH, SEP, OR SIMPLE), PLEASE REFER TO IRS PUBLICATION 590 AND YOUR COMPETENT TAX ADVISOR.

TAX SHELTERED ANNUITIES. Code Section 403(b) provides tax-deferred retirement savings plans for employees of certain non-profit and educational organizations. Under Section 403(b), any contract used for a 403(b) plan must provide that distributions attributable to salary reduction contributions made after 12/31/88, and all earnings on salary reduction contributions, may be made only on or after the date the employee:

- . attains age 59 1/2,
- . severs employment,
- . dies,
- . becomes disabled, or
- . incurs a hardship (earnings on salary reduction contributions may not be distributed on account of hardship).

These limitations do not apply to withdrawals where Allstate Life is directed to transfer some or all of the Contract Value to another 403(b) plan. Generally, we do not accept funds in 403(b) contracts that are subject to the Employee Retirement Income Security Act of 1974 (ERISA).

CAUTION: Under IRS regulations we can accept contributions, transfers and rollovers only if we have entered into an information-sharing agreement, or its functional equivalent, with the applicable employer or its plan administrator. Unless your contract is grandfathered from certain provisions in these regulations, we will only process certain transactions (e.g. transfers, withdrawals, hardship distributions and, if applicable, loans) with employer approval. This means that if you request one of these transactions we will not consider your request to be in good order, and will not therefore process the transaction, until we receive the employer's approval in written or electronic form.

CORPORATE AND SELF-EMPLOYED PENSION AND PROFIT SHARING PLANS.

Section 401(a) of the Code permits corporate employers to establish various types of tax favored retirement plans for employees. Self-employed individuals may establish tax favored retirement plans for themselves and their employees (commonly referred to as "H.R.10" or "Keogh"). Such retirement plans may permit the purchase of annuity contracts. Allstate Life no longer issues annuity contracts to employer sponsored qualified retirement plans.

There are two owner types for contracts intended to qualify under

Section 401(a): a qualified plan fiduciary or an annuitant owner.

. A qualified plan fiduciary exists when a qualified plan trust that is intended to qualify under Section 401(a) of the Code is the owner. The qualified plan trust must have its own tax identification number and a named trustee acting as a fiduciary on behalf of the plan. The annuitant should be the person for whose benefit the contract was purchased.

. An annuitant owner exists when the tax identification number of the owner and annuitant are the same, or the annuity contract is not owned by a qualified plan trust. The annuitant should be the person for whose benefit the contract was purchased.

If a qualified plan fiduciary is the owner of the contract, the qualified plan must be the beneficiary so that death benefits from the annuity are distributed in accordance with the terms of the qualified plan. Annuitant owned contracts require that the beneficiary be the annuitant's spouse (if applicable), which is consistent with the required IRS language for qualified plans under

Section 401(a). A completed Annuitant Owned Qualified Plan Designation of Beneficiary form is required in order to change the beneficiary of an annuitant owned Qualified Plan contract.

STATE AND LOCAL GOVERNMENT AND TAX-EXEMPT ORGANIZATION DEFERRED COMPENSATION PLANS. Section 457 of the Code permits employees of state and local governments and tax-exempt organizations to defer a portion of their compensation without paying current taxes. The employees must be participants in an eligible deferred compensation plan. In eligible governmental plans, all assets and income must be held in a trust/ custodial account/annuity contract for the exclusive benefit of the participants and their beneficiaries. To the extent the Contracts are used in connection with a non-governmental eligible plan,

employees are considered general creditors of the employer and the employer as owner of the Contract has the sole right to the proceeds of the Contract. Under eligible 457 plans, contributions made for the benefit of the employees will not be includible in the employees' gross income until distributed from the plan. Allstate Life no longer issues annuity contracts to 457 plans.

ANNUAL REPORTS AND OTHER DOCUMENTS

Allstate Life's Annual Report on Form 10-K for the year ended December 31, 2011, is incorporated herein by reference, which means that it is legally a part of this prospectus.

All other reports filed with the SEC under the Exchange Act since the Form 10-K Annual Report, including filings made on Form 10-Q and Form 8-K, and all documents or reports we file with the SEC under the Exchange Act after the date of this prospectus and before we terminate the offering of the securities under this prospectus are also incorporated herein by reference, which means that they are legally a part of this prospectus.

Statements in this prospectus, or in documents that we file later with the SEC and that legally become a part of this prospectus, may change or supersede statements in other documents that are legally part of this prospectus. Accordingly, only the statement that is changed or replaced will legally be a part of this prospectus.

We file our Exchange Act documents and reports, including our annual report on Form 10-K, quarterly reports on Form 10-Q and current reports on Form 8-K, electronically on the SEC's "EDGAR" system using the identifying number CIK No. 0000352736. The SEC maintains a Web site that contains reports, proxy and information statements and other information regarding registrants that file electronically with the SEC. The address of the site is <http://www.sec.gov>. You also can view these materials at the SEC's Public Reference Room at 100 F Street NE, Room 1580, Washington, DC 20549-2001. For more information on the operations of SEC's Public Reference Room, call 1-202-551-8090.

If you have received a copy of this prospectus, and would like a free copy of any document incorporated herein by reference (other than exhibits not specifically incorporated by reference into the text of such documents), please write or call us at P.O. Box 758565, Topeka, KS 66675-8565 or 1-800-457-7617.

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APPENDIX A

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.

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APPENDIX A

ALLSTATE ADVISOR CONTRACT COMPARISON CHART

Feature	Advisor	Advisor Preferred			
		Advisor Plus	5-year Withdrawal Charge Option	3-year Withdrawal Charge Option	No Withdrawal Charge Option
Credit Enhancement	None	up to 5% depending on issue age and amount of purchase payments	None	None	None
Mortality and Expense Risk Charge (Base Contract)	1.10%	1.40%	1.40%	1.50%	1.60%
Withdrawal Charge (% of purchase payment)	8.5/ 7/ 3/ 2	8.5/ 6/ 4/ 2.5	8.5/ 5/ 4/ 3	7/ 6/ 5	None
Withdrawal Charge Waivers	Confinement, Terminal Illness, Unemployment	Confinement, Terminal Illness, Unemployment	Confinement, Terminal Illness, Unemployment	Confinement, Terminal Illness, Unemployment	N/A

The Fixed Account Options available depend on the type of Contract you have purchased and the state in which your Contract was issued. The following tables summarize the availability of the Fixed Account Options in general. Please check with your representative for specific details for your state.

DCA Fixed Account Option

	Advisor	Advisor Preferred			
		Advisor Plus	3-Year Withdrawal Charge Option	5-Year Withdrawal Charge Option	No Withdrawal Charge Option
Transfer Periods	3 to 6-month	3 to 6-month	3 to 6-month	3 to 6-month	N/A
	7 to 12-month	7 to 12-month	7 to 12-month	7 to 12-month	N/A

Standard Fixed Account Option (some options not available in all states)

	Advisor	Advisor Preferred			
		Advisor Plus	5-Year Withdrawal Charge Option	3-Year Withdrawal Charge Option	No Withdrawal Charge Option
Guarantee Periods	1-year	N/A	N/A	N/A	N/A
	3-year*	N/A	N/A	N/A	N/A
	5-year*	N/A	N/A	N/A	N/A
	7-year*	N/A	N/A	N/A	N/A

* Available only in states in which the MVA Fixed Account Option is not offered.

MVA Fixed Account Option (not available in all states)**

		Advisor Preferred		
Advisor	Advisor Plus	5-Year	3-Year	
		Withdrawal Charge Option	Withdrawal Charge Option	No Withdrawal Charge Option
	3-year	3-year	3-year	3-year
	5-year	5-year	5-year	5-year
Guarantee Periods	7-year	7-year	7-year	7-year
	10-year	10-year	10-year	10-year

** Not available in states in which the 3-, 5-, or 7-year Standard Fixed Account Options are offered.

APPENDIX B

MARKET VALUE ADJUSTMENT

The Market Value Adjustment is based on the following:

- I = the Treasury Rate for a maturity equal to the term length of the Guarantee Period Account for the week preceding the establishment of the Market Value Adjusted Fixed Guarantee Period Account;
- J = the Treasury Rate for a maturity equal to the term length of the Market Value Adjusted Fixed Guarantee Period Account for the week preceding the date amounts are transferred or withdrawn from the Market Value Adjusted Fixed Guarantee Period Account, the date we determine the Death Proceeds, or the Payout Start Date, as the case may be ("Market Value Adjustment Date").
- N = the number of whole and partial years from the Market Value Adjustment Date to the expiration of the term length of the Market Value Adjusted Fixed Guarantee Period Account.

Treasury Rate means the U.S. Treasury Note Constant Maturity yield as reported in Federal Reserve Board Statistical Release H.15. If such yields cease to be available in Federal Reserve Board Statistical Release H.15, then we will use an alternate source for such information in our discretion.

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

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

The denominator of the MVA formula includes a factor, currently equal to 0.0025 or 25 basis points. The factor is an adjustment that is applied when an MVA is assessed (regardless of whether the MVA is positive or negative) and, relative to when no factor is applied, will reduce the amount being surrendered or transferred from the MVA Fixed Guarantee Period Account.

To determine the Market Value Adjustment, we will multiply the Market Value Adjustment factor by the amount transferred, withdrawn, paid as Death Proceeds, or applied to an Income Plan from a Market Value Adjusted Fixed Guarantee Period Account at any time other than during the 30 day period after such Guarantee Period Account expires. NOTE: These examples assume that premium taxes are not applicable.

EXAMPLES OF MARKET VALUE ADJUSTMENT

Purchase Payment: \$10,000 allocated to a Market Value Adjusted
Fixed Guarantee Period Account

Guarantee Period: 5 years

Interest Rate: 4.50%

Full Withdrawal: End of Contract Year 3

Contract: Allstate Advisor*

EXAMPLE 1: (ASSUMES DECLINING INTEREST RATES)

Step 1: Calculate Contract Value at End of

$$\text{Contract Year 3:} = \$10,000.00 \times (1.045)^3 = \$11,411.66$$

Step 2: Calculate the Free Withdrawal Amount: = .15 X \$10,000 = \$1500

Step 3: Calculate the Withdrawal Charge: = .06 X (\$10,000 - \$1,500) = \$510

Step 4: Calculate the Market Value Adjustment: I = 4.50%

$$J = 4.20\%$$

730 DAYS

$$N = 2$$

365 DAYS

$$\text{Market Value Adjustment Factor: } .9 \times [I - (J + .0025)] \times N$$

$$= .9 \times [.045 - (.042 + .0025)] \times 2 = .0009$$

Market Value Adjustment = Market Value
Adjustment Factor X Amount

Subject To Market Value Adjustment

$$= .0009 \times \$11,411.66 = \$10.27$$

Step 5: Calculate the amount received by

Contract owner as a result of full
withdrawal at the end of Contract

$$\text{Year 3:} = \$11,411.66 - \$510 + \$10.27 = \$10,911.93$$

EXAMPLE 2: (ASSUMES RISING INTEREST RATES)

- Step 1: Calculate Contract Value at End of
Contract Year 3: $= \$10,000.00 \times (1.045)^3 = \$11,411.66$
- Step 2: Calculate the Free Withdrawal Amount: $= .15 \times \$10,000 = \$1,500$
- Step 3: Calculate the Withdrawal Charge: $= .06 \times (\$10,000 - \$1,500) = \$510$
- Step 4: Calculate the Market Value Adjustment: $I = 4.50\%$
 $J = 4.80\%$
730 DAYS
 $N = \frac{730}{365} = 2$
365 DAYS
Market Value Adjustment Factor: $.9 \times [I - (J + .0025)] \times N$
 $= .9 \times [(.045 - (.048 + .0025))] \times 2 = -.0099$
Market Value Adjustment = Market Value
Adjustment Factor X Amount
Subject To Market Value Adjustment:
 $= -.0099 \times \$11,411.66 = -\112.98
- Step 5: Calculate the amount received by
Contract owner as a result of full
withdrawal at the end of Contract
Year 3: $= \$11,411.66 - \$510 - \$112.98 = \$10,788.68$

* These examples assume the election of the ALLSTATE ADVISOR CONTRACT for the purpose of illustrating the Market Value Adjustment calculation. The amounts would be different under ALLSTATE ADVISOR PLUS and ALLSTATE ADVISOR PREFERRED CONTRACTS, which have different expenses and withdrawal charges.

**APPENDIX C
EXAMPLE OF CALCULATION OF INCOME PROTECTION BENEFIT**

Appendix C illustrates how we calculate the amount guaranteed under the Income Protection Benefit Option. Please remember that you are looking at an example only. Please also remember that the Income Protection Benefit Option may only be added to Income Plans 1 and/or 2, and only to those Income Plans for which you have selected variable income payments.

To illustrate the calculation of the amount guaranteed under the Income Protection Benefit Option, we assume the following:

Adjusted age of
Annuitant on the Payout
Start Date: 65

Sex of Annuitant: male

Income Plan selected: 1

Payment frequency: monthly

Amount applied to
variable income payments
under the Income Plan: \$100,000.00

The example assumes that the withdrawal charge period has expired for all purchase payments. In accordance with the terms of the Contract, the following additional assumptions apply:

Assumed investment rate: 3%

Guaranteed minimum
variable income payment: 85% of the initial
variable amount income
value

STEP 1 - CALCULATION OF THE INITIAL VARIABLE AMOUNT INCOME VALUE:

Using the assumptions stated above, the initial monthly income payment is \$5.49 per \$1,000 applied to variable income payments under Income Plan 1. Therefore, the initial variable amount income value = $\$100,000 \times \$5.49/1000 = \$549.00$.

STEP 2 - CALCULATION OF THE AMOUNT GUARANTEED UNDER THE INCOME PROTECTION BENEFIT OPTION:

guaranteed minimum variable income payment = $85\% \times \text{initial variable amount income value} = 85\% \times \$549.00 = \$466.65$.

STEP 3 - ILLUSTRATION OF THE EFFECT OF THE MINIMUM PAYMENT GUARANTEE UNDER THE INCOME PROTECTION BENEFIT OPTION:

If in any month your variable income payments would fall below the amount guaranteed under the Income Protection Benefit Option, your payment for that month will equal the guaranteed minimum variable income payment. For example, you would receive \$466.65 even if the amount of your monthly income payment would have been less than that as a result of declining investment experience. On the other hand, if your monthly income payment is greater than the minimum guaranteed \$466.65, you would receive the greater amount.

APPENDIX D

WITHDRAWAL ADJUSTMENT EXAMPLE - INCOME BENEFITS*

Issue Date: January 1, 2003

Initial Purchase Payment: \$50,000 (For Allstate Advisor Plus Contracts, assume a \$2,000 Credit Enhancement would apply assuming issue age 85 or younger (a \$1,000 Credit Enhancement would apply assuming issue age 86-90))

Income Benefit Amount

5%
Roll-Up Value**

Date	Beginning Type of Occurrence	Contract Value	Contract Transaction Amount	Maximum Value After Anniversary Occurrence	Advisor Value and Preferred Plus		
1/1/04	Contract Anniversary	\$55,000	—	\$55,000	\$55,000	\$52,500	\$54,600
7/1/04	Partial Withdrawal	\$60,000	\$15,000	\$45,000	\$41,250	\$40,176	\$41,859

The following shows how we compute the adjusted income benefits in the example above. Please note that the withdrawal adjustment reduces the Maximum Anniversary Value by the same proportion as the withdrawal reduces the Contract Value. The withdrawal adjustment reduces the 5% Roll-Up Value part dollar-for-dollar and part proportionally.

MAXIMUM ANNIVERSARY VALUE INCOME BENEFIT

Partial Withdrawal Amount	(a)
Contract Value Immediately Prior to Partial Withdrawal	(b)
Value of Income Benefit Amount Immediately Prior to Partial Withdrawal	(c)
Withdrawal Adjustment	[(a)/(b)]*(c)
Adjusted Income Benefit	

5 % ROLL-UP VALUE INCOME BENEFIT**

Total Partial Withdrawal Amount	(a)
---------------------------------	-----

STEP I - DOLLAR FOR DOLLAR PORTION

Contract Value Immediately Prior to Partial Withdrawal	(b)
Value of Income Benefit Amount Immediately Prior to Partial Withdrawal (assumes 181 days worth of interest on \$52,500 and \$54,600, respectively)	(c)
Partial Withdrawal Amount (Corridor = 5% of Roll-Up Value on 1/1/04)	(d)
Dollar for Dollar Withdrawal Adjustment (discounted for a half year's worth of interest)	(e)=(d) * 1.05 ^{-0.5}

Contract Value After Step 1	(b')=(b) - (d)
Adjusted Income Benefit After Step 1	(c')=(c) - (e)

STEP 2 - PROPORTIONAL PORTION

Partial Withdrawal Amount	(a')=(a) - (d)
Proportional Adjustment	(a')/(b')*(c')
Contract Value After Step 2	(b') - (a')

Adjusted Income Benefit After Step 2

	Advisor and Preferred	Plus
MAXIMUM ANNIVERSARY VALUE INCOME BENEFIT		
Partial Withdrawal Amount	\$15,000	\$15,000
Contract Value Immediately Prior to Partial Withdrawal	\$60,000	\$60,000
Value of Income Benefit Amount Immediately Prior to Partial Withdrawal	\$55,000	\$55,000
Withdrawal Adjustment	\$13,750	\$13,750
Adjusted Income Benefit	\$41,250	\$41,250
5 % ROLL-UP VALUE INCOME BENEFIT**		
Total Partial Withdrawal Amount	\$ 15,000	\$ 15,000
STEP I - DOLLAR FOR DOLLAR PORTION		
Contract Value Immediately Prior to Partial Withdrawal	\$ 60,000	\$ 60,000
Value of Income Benefit Amount Immediately Prior to Partial Withdrawal (assumes 181 days worth of interest on \$52,500 and \$54,600, respectively)	\$53,786	\$55,937
Partial Withdrawal Amount (Corridor = 5% of Roll-Up Value on 1/1/04)	\$2,625	\$2,730
Dollar for Dollar Withdrawal Adjustment (discounted for a half year's worth of interest)	\$2,562	\$2,664
Contract Value After Step 1	\$57,375	\$57,270
Adjusted Income Benefit After Step 1	\$51,224	\$53,273
STEP 2 - PROPORTIONAL PORTION		
Partial Withdrawal Amount	\$12,375	\$12,270
Proportional Adjustment	\$11,048	\$11,414
Contract Value After Step 2	\$45,000	\$45,000
Adjusted Income Benefit After Step 2	\$40,176	\$41,859

* For purpose of illustrating the withdrawal adjustment calculation, the example assumes the same hypothetical Contract Values and Maximum Anniversary Value for all Contracts, net of applicable fees and charges. Actual income benefit amounts will differ due to the different fees and charges under each Contract and the Credit Enhancement available under the ALLSTATE ADVISOR PLUS CONTRACT. Please remember that you are looking at an example and that your investment performance may be greater or lower than the figures shown.

**In certain states, the Roll-Up Value Income Benefit accumulates interest on a daily basis at a rate equivalent to 3% per year rather than 5%. If calculations assumed an interest rate of 3% per year, the adjusted income benefit would be lower.

APPENDIX E WITHDRAWAL ADJUSTMENT EXAMPLE - DEATH BENEFITS*

Issue Date: January 1, 2005

Initial Purchase Payment: \$50,000 (For ALLSTATE ADVISOR PLUS CONTRACTS, assume a \$2,000 Credit Enhancement would apply assuming issue age 85 or younger (a \$1,000 Credit Enhancement would apply assuming issue age 86-90))

Date	Beginning Type of Contract Occurrence	Death Benefit Amount							
		Purchase Payment Value		Enhanced Beneficiary Value**					
		Contract Transaction Value	After Advisor and Occurrence	Maximum Preferred Plus	Anniversary Advisor and Preferred Plus	Value	Preferred Plus	Value	Preferred Plus
1/1/06	Contract Anniversary	\$55,000	—	\$55,000	\$50,000	\$52,000	\$55,000	\$52,500	\$54,600
7/1/06	Partial Withdrawal	\$60,000	\$15,000	\$45,000	\$37,500	\$39,000	\$41,250	\$40,339	\$41,953

The following shows how we compute the adjusted death benefits in the example above. Please note that the withdrawal reduces the Purchase Payment Value, the Maximum Anniversary Value, and the Enhanced Beneficiary Value by the same proportion as the withdrawal reduces the Contract Value.

Advisor and Preferred		
PURCHASE PAYMENT VALUE DEATH BENEFIT		
Partial Withdrawal Amount	(a)	\$15,000
Contract Value Immediately Prior to Partial Withdrawal	(b)	\$60,000
Value of Death Benefit Amount Immediately Prior to Partial Withdrawal	(c)	\$50,000
Withdrawal Adjustment	[(a)/(b)]*(c)	\$12,500
Adjusted Death Benefit		\$37,500

MAV DEATH BENEFIT		
Partial Withdrawal Amount	(a)	\$15,000
Contract Value Immediately Prior to Partial Withdrawal	(b)	\$60,000
Value of Death Benefit Amount Immediately Prior to Partial Withdrawal	(c)	\$55,000
Withdrawal Adjustment	[(a)/(b)]*(c)	\$13,750
Adjusted Death Benefit		\$41,250

ENHANCED BENEFICIARY PROTECTION (ANNUAL INCREASE) BENEFIT**		
Partial Withdrawal Amount	(a)	\$15,000
Contract Value Immediately Prior to Partial Withdrawal	(b)	\$60,000
Value of Death Benefit Amount Immediately Prior to Partial Withdrawal (assumes 181 days worth of interest on \$52,500 and \$54,600, respectively)	(c)	\$53,786
Withdrawal Adjustment	[(a)/(b)]*(c)	\$13,446
Adjusted Death Benefit		\$40,339

Plus

PURCHASE PAYMENT VALUE DEATH BENEFIT

Partial Withdrawal Amount	\$15,000	
Contract Value Immediately Prior to Partial Withdrawal		\$60,000
Value of Death Benefit Amount Immediately Prior to Partial Withdrawal		\$52,000
Withdrawal Adjustment	\$13,000	
Adjusted Death Benefit	\$39,000	

MAV DEATH BENEFIT

Partial Withdrawal Amount	\$15,000	
Contract Value Immediately Prior to Partial Withdrawal		\$60,000
Value of Death Benefit Amount Immediately Prior to Partial Withdrawal		\$55,000
Withdrawal Adjustment	\$13,750	
Adjusted Death Benefit	\$41,250	

ENHANCED BENEFICIARY PROTECTION (ANNUAL INCREASE) BENEFIT**

Partial Withdrawal Amount	\$15,000	
Contract Value Immediately Prior to Partial Withdrawal		\$60,000
Value of Death Benefit Amount Immediately Prior to Partial Withdrawal (assumes 181 days worth of interest on \$52,500 and \$54,600, respectively)		\$55,937
Withdrawal Adjustment	\$13,984	
Adjusted Death Benefit	\$41,953	

* For purpose of illustrating the withdrawal adjustment calculation, the example assumes the same hypothetical Contract Values and Maximum Anniversary Value for all Contracts, net of applicable fees and charges. Actual death benefit amounts will differ due to the different fees and charges under each Contract and the Credit Enhancement available under the ALLSTATE ADVISOR PLUS CONTRACT. Please remember that you are looking at an example and that your investment performance may be greater or lower than the figures shown.

**Calculations for the Enhanced Beneficiary Protection (Annual Increase) Benefit assume that interest accumulates on a daily basis at a rate equivalent to 5% per year. In certain states, the Benefit provides for interest that accumulates at a rate of 3% per year. If calculations assumed an interest rate of 3% per year, the adjusted death benefit would be lower.

**APPENDIX F
CALCULATION OF EARNINGS PROTECTION DEATH BENEFIT***

The following are examples of the Earnings Protection Death Benefit Option. For illustrative purposes, the examples assume Earnings in each case. Please remember that you are looking at examples and that your investment performance may be greater or lower than the figures shown.

EXAMPLE 1: ELECTED WHEN CONTRACT WAS ISSUED WITHOUT ANY SUBSEQUENT ADDITIONS OR WITHDRAWALS

In this example, assume that the oldest Contract Owner is age 55 on the Rider Application Date and elects the Earnings Protection Death Benefit Option when the Contract is issued. The Contract Owner makes an initial purchase payment of \$100,000. After four years, the Contract Owner dies. On the date Allstate Life receives a Complete Request for Settlement, the Contract Value is \$125,000. Prior to his death, the Contract Owner did not make any additional purchase payments or take any withdrawals.

Excess of Earnings Withdrawals	= \$0	
Purchase Payments in the 12 months prior to death	= \$0	
In-Force Premium	= \$100,000	
	(\$100,000+ \$0-\$0)	
In-Force Earnings	= \$25,000	
	(\$125,000-\$100,000)	
EARNINGS PROTECTION DEATH BENEFIT**	= 40% * \$25,000 = \$10,000	

Since In-Force Earnings are less than 100% of the In-Force Premium (excluding purchase payments and Credit Enhancements for ALLSTATE ADVISOR PLUS CONTRACTS in the 12 months prior to death), the In-Force Earnings are used to compute the Earnings Protection Death Benefit amount.

* For purposes of illustrating the calculation of Earnings Protection Death Benefit Option, the example assumes the same hypothetical Contract Values for all Contracts, net of applicable fees and charges. Actual death benefit amounts will differ due to the different fees and charges under each Contract and the Credit Enhancement available under the ALLSTATE ADVISOR PLUS CONTRACT.

**If the oldest Contract Owner or Annuitant had been over age 70, and both were age 79 or younger on the Rider Application Date, the Earnings Protection Death Benefit would be 25% of the In-Force Earnings (\$6,250.00).

EXAMPLE 2: ELECTED WHEN CONTRACT WAS ISSUED WITH SUBSEQUENT WITHDRAWALS

In this example, assume the same facts as above, except that the Contract Owner has taken a withdrawal of \$10,000 during the second year of the Contract. Immediately prior to the withdrawal, the Contract Value is \$105,000. Here, \$5,000 of the withdrawal is in excess of the In-Force Earnings at the time of the withdrawal. The Contract Value on the date Allstate Life receives a Complete Request for Settlement will be assumed to be \$114,000.

Excess of Earnings Withdrawals	= \$5,000	
	(\$10,000-\$5,000)	
Purchase Payments in the 12 months prior to death	= \$0	
In-Force Premium	= \$95,000	
	(\$100,000+\$0-\$5,000)	
In-Force Earnings	= \$19,000	
	(\$114,000-\$95,000)	
EARNINGS PROTECTION DEATH BENEFIT**	= 40%*\$19,000=\$7,600	

Since In-Force Earnings are less than 100% of the In-Force Premium (excluding purchase payments and Credit Enhancements for ALLSTATE ADVISOR PLUS CONTRACTS in the 12 months prior to death), the In-Force Earnings are used to compute the Earnings Protection Death Benefit amount.

* For purposes of illustrating the calculation of Earnings Protection Death Benefit Option, the example assumes the same hypothetical Contract Values for all Contracts, net of applicable fees and charges. Actual death benefit amounts will differ due to the different fees and charges under each Contract and the Credit Enhancement available under the ALLSTATE ADVISOR PLUS CONTRACT.

**If the oldest Contract Owner or Annuitant had been over age 70, and both were age 79 or younger on the Rider Application Date, the Earnings Protection Death Benefit would be 25% of the In-Force Earnings (\$4,750.00).

EXAMPLE 3: ELECTED AFTER CONTRACT WAS ISSUED WITH SUBSEQUENT ADDITIONS AND WITHDRAWALS

This example is intended to illustrate the effect of adding the Earnings Protection Death Benefit Option after the Contract has been issued and the effect of later purchase payments. In this example, assume that the oldest Contract Owner is age 72 on the Rider Application Date. At the time the Contract is issued, the Contract Owner makes a purchase payment of \$100,000. After two years pass, the Contract Owner elects to add the Earnings Protection Death



Benefit Option. On the date this Rider is added, the Contract Value is \$110,000. Two years later, the Contract Owner withdraws \$50,000. Immediately prior to the withdrawal, the Contract Value is \$130,000. Another two years later, the Contract Owner makes an additional purchase payment of \$40,000. Immediately after the additional purchase payment, the Contract Value is \$130,000. Two years later, the Contract Owner dies with a Contract Value of \$140,000 on the date Allstate Life receives a Complete Request for Settlement.

Excess of Earnings Withdrawals	= \$30,000	
	(\$50,000-\$20,000)	
Purchase Payments in the 12 months prior to death	= \$0	
In-Force Premium	= \$120,000	
	(\$110,000+\$40,000-\$30,000)	
In-Force Earnings	= \$20,000	
	(\$140,000-\$120,000)	
EARNINGS PROTECTION DEATH BENEFIT**	= 25%*\$20,000=\$5,000	

In this example, In-Force Premium is equal to the Contract Value on Rider Application Date plus the additional purchase payment and minus the Excess-of-Earnings Withdrawal.

Since In-Force Earnings are less than 50% of the In-Force Premium (excluding purchase payments and Credit Enhancements for ALLSTATE ADVISOR PLUS CONTRACTS in the 12 months prior to death), the In-Force Earnings are used to compute the Earnings Protection Death Benefit amount.

* For purposes of illustrating the calculation of Earnings Protection Death Benefit Option, the example assumes the same hypothetical Contract Values for all Contracts, net of applicable fees and charges. Actual death benefit amounts will differ due to the different fees and charges under each Contract and the Credit Enhancement available under the ALLSTATE ADVISOR PLUS CONTRACT.

**If the oldest Contract Owner or Annuitant had been age 70 or younger on the Rider Application Date, the Earnings Protection Death Benefit would be 40% of the In-Force Earnings (\$8,000.00) and Credit Enhancement for ALLSTATE ADVISOR

PLUS CONTRACT.

EXAMPLE 4: SPOUSAL CONTINUATION

This example is intended to illustrate the effect of a surviving spouse electing to continue the Contract upon the death of the Contract Owner on a Contract with the Earnings Protection Death Benefit Option. In this example, assume that the oldest Contract Owner is age 60 at the time the Contract is purchased (with the Earnings Protection Death Benefit Option and MAV Death Benefit Option) with a \$100,000 purchase payment. Five years later the Contract Owner dies and the surviving spouse elects to continue the Contract. The Contract Value and Maximum Anniversary Value at this time are \$150,000 and \$160,000, respectively.

Excess of Earnings Withdrawals	= \$0	
Purchase Payments in the 12 months prior to death	= \$0	
In-Force Premium	= \$100,000	
	(\$100,000+\$0-\$0)	
In-Force Earnings	= \$50,000	
	(\$150,000-\$100,000)	
EARNINGS PROTECTION DEATH BENEFIT**	= 40%*\$50,000=\$20,000	
Contract Value	= \$150,000	
Death Benefit	= \$160,000	
Earnings Protection Death Benefit	= \$20,000	
Continuing Contract Value	= \$180,000	
	(\$160,000+\$20,000)	

Since In-Force Earnings are less than 100% of the In-Force Premium (excluding purchase payments and Credit Enhancements for ALLSTATE ADVISOR PLUS CONTRACTS in the 12 months prior to death), the In-Force Earnings are used to compute the Earnings Protection Death Benefit amount.

Assume the surviving spouse is age 72 when the Contract is continued. At this time, the surviving spouse has the option to continue the Earnings Protection Death Benefit Option at an additional mortality and expense risk charge of 0.40% and with an In-Force Premium amount equal to the Contract Value and the Rider Date reset to the date the Contract is continued. If this selection is made, the Earnings Protection Death Benefit will be equal to the lesser of 25% of the In-Force Earnings and 50% of In-Force Premium. Otherwise, the surviving spouse may elect to terminate the Earnings Protection Death Benefit Option at the time of continuation.

* For purposes of illustrating the calculation of Earnings Protection Death Benefit Option, the example assumes the same hypothetical Contract Values and Maximum Anniversary Values for all Contracts, net of applicable fees and charges. Actual death benefit amounts will differ due to the different fees and charges under each Contract and the Credit Enhancement available under the ALLSTATE ADVISOR PLUS CONTRACT.

**If the oldest Contract Owner or Annuitant had been over age 70, and both were age 79 or younger on the Rider Application Date, the Earnings Protection Death Benefit would be 25% of the In-Force Earnings (\$12,500.00).

APPENDIX G
WITHDRAWAL ADJUSTMENT EXAMPLE - TRUERETURN ACCUMULATION BENEFIT*

Issue Date: January 2, 2005

Initial Purchase Payment: \$50,000 (For ALLSTATE ADVISOR PLUS CONTRACTS, assume a \$2,000 Credit Enhancement would apply assuming issue age 85 or younger (a \$1,000 Credit Enhancement would apply assuming issue age 86-90))

Initial Benefit Base: \$50,000 for ALLSTATE ADVISOR AND ALLSTATE ADVISOR

PREFERRED CONTRACTS, \$52,000 for ALLSTATE ADVISOR PLUS CONTRACTS (assuming issue age 85 or younger)

		Benefit Base			

		Purchase			
		Payment Value			

Date	Beginning Type of Contract Occurrence	Contract Transaction Value	After Advisor and Occurrence	Preferred	Plus

1/2/06	Contract Anniversary	\$55,000	_	\$55,000	\$50,000 \$52,000

7/2/06	Partial Withdrawal	\$60,000	\$15,000	\$45,000	\$37,500 \$39,000

The following shows how we compute the adjusted Benefit Bases in the example above. Please note that the withdrawal reduces the Benefit Base by the same proportion as the withdrawal reduces the Contract Value.

		Advisor and Preferred Plus	

BENEFIT BASE			

Partial Withdrawal Amount	(a)	\$15,000	\$15,000

Contract Value Immediately Prior to Partial Withdrawal	(b)	\$60,000	\$60,000

Value of Benefit Base Immediately Prior to Partial Withdrawal	(c)	\$50,000	\$52,000

Withdrawal Adjustment	[(a)/(b)]*(c)	\$12,500	\$13,000

Adjusted Benefit Base		\$37,500	\$39,000

* For purpose of illustrating the withdrawal adjustment calculation, the example assumes the same hypothetical Contract Values, net of applicable fees and charges for all Contracts. Actual Contract Values will differ due to the different fees and charges under each Contract and the Credit Enhancement available under the ALLSTATE ADVISOR PLUS CONTRACT. Please remember that you are looking at an example and that your investment performance may be greater or lower than the figures shown.

APPENDIX H - SUREINCOME WITHDRAWAL BENEFIT OPTION CALCULATION EXAMPLES

Example 1: Assume you purchase an Allstate Advisor contract with a \$100,000 initial purchase payment and add the SureIncome Option at issue.

Your Benefit Base is \$100,000, which is your initial purchase payment of \$100,000.

Your Benefit Payment is \$8,000, which is 8% of your initial purchase payment.

Your Benefit Payment Remaining for this Benefit Year is \$8,000, which is equal to your Benefit Payment at the beginning of this Benefit Year.

Example 2: Assume Example 1 is continued and an additional purchase payment of \$40,000 is made in the first Benefit Year.

The Benefit Base is increased to \$140,000, which is your prior Benefit Base (\$100,000) plus your additional purchase payment (\$40,000).

The Benefit Payment is increased to \$11,200, which is your prior Benefit Payment (\$8,000) plus 8% of your additional purchase payment (\$40,000).

The Benefit Payment Remaining is increased to \$11,200, which is your Benefit Payment Remaining prior to your additional purchase payment (\$8,000) plus 8% of your additional purchase payment (\$40,000).

Example 3: Assume Example 1 is continued and a withdrawal of \$8,000 is made during the first Benefit Year.

The Benefit Base is reduced to \$92,000, which is your prior Benefit Base (\$100,000) less your withdrawal (\$8,000).

The Benefit Payment is unchanged and remains \$8,000.

The Benefit Payment Remaining in the first Benefit Year is \$0, which is your Benefit Payment Remaining prior to your withdrawal (\$8,000) less your withdrawal (\$8,000).

Example 4: Assume example 1 is continued and a withdrawal of \$25,000 is made during the first Benefit Year. Assume the Contract Value prior to the withdrawal was \$130,000. Because the \$25,000 withdrawal is larger than the Benefit Payment Remaining, the Benefit Base and Benefit Payment will be recalculated according to applicable formulas.

The Benefit Base is reduced to \$75,000, determined by the following calculation: the lesser of $(\$130,000 - \$25,000)$ and $(\$100,000 - \$25,000) = \$75,000$.

The Benefit Payment remains \$8,000, determined by the following calculation:

the lesser of $(\$8,000)$ and $(8\% \times (\$130,000 - \$25,000)) = \$8,000$

There is no Benefit Payment Remaining because the withdrawal has reduced it to \$0.

Example 5: Assume example 3 is continued and an additional withdrawal of \$5,000 is taken in the same year (the first Benefit Year). Assume the Contract Value prior to the additional withdrawal was \$60,000. Because the \$5,000 withdrawal is larger than the Benefit Payment Remaining (\$0), the Benefit Base and Benefit Payment will be recalculated according to applicable formulas.

The Benefit Base is reduced to \$55,000, determined by the following calculation: the lesser of $(\$60,000 - \$5,000)$ and $(\$92,000 - \$5,000) = \$55,000$.

The Benefit Payment is reduced to \$4,400, determined by the following formula:

the lesser of $(\$8,000)$ and $((8\% \times (\$60,000 - \$5,000)) = \$4,400$.

The Benefit Payment Remaining is unchanged at \$0.

Example 6: Assume example 5 is continued and an additional Purchase Payment of 40,000 is made in the same year (the first Benefit Year).

The Benefit Base is increased to \$95,000, which is your prior Benefit Base (\$55,000) plus your additional purchase payment (\$40,000).

The Benefit Payment is increased to \$7,600, which is your prior Benefit Payment (\$4,400) plus 8% of your additional purchase payment (\$40,000).

The Benefit Payment Remaining is increased to \$3,200, which is your Benefit Payment Remaining prior to your additional purchase payment (\$0) plus 8% of your additional purchase payment (\$40,000).

Example 7: Assume example 6 is continued and an additional withdrawal of \$3,200 is taken in the same year (the first Benefit Year).

The Benefit Base is reduced to \$91,800, which is your prior Benefit Base (\$95,000) less your withdrawal (\$3,200).

The Benefit Payment is unchanged and remains \$7,600.

The Benefit Payment Remaining is reduced to \$0, which is your Benefit Payment Remaining prior to your withdrawal (\$3,200) less your withdrawal (\$3,200).

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APPENDIX I - SUREINCOME PLUS WITHDRAWAL BENEFIT OPTION CALCULATION EXAMPLES

Example 1: Assume you purchase an Allstate Advisor contract with a \$100,000 initial purchase payment and add the SureIncome Plus Option at issue.

Your Benefit Base is \$100,000, which is your initial purchase payment of \$100,000.

Your SureIncome ROP Death Benefit is \$100,000, which is your initial purchase payment of \$100,000.

Your Benefit Payment is \$8,000, which is 8% of your initial purchase payment.

Your Benefit Payment Remaining for this Benefit Year is \$8,000, which is equal to your Benefit Payment at the beginning of this Benefit Year.

Example 2: Assume Example 1 is continued and an additional purchase payment of \$40,000 is made in the first Benefit Year.

The Benefit Base is increased to \$140,000, which is your prior Benefit Base (\$100,000) plus your additional purchase payment (\$40,000).

The SureIncome ROP Death Benefit is increased to \$140,000, which is your prior SureIncome ROP Death Benefit (\$100,000) plus your additional purchase payment (\$40,000).

The Benefit Payment is increased to \$11,200, which is your prior Benefit Payment (\$8,000) plus 8% of your additional purchase payment (\$40,000).

The Benefit Payment Remaining is increased to \$11,200, which is your Benefit Payment Remaining prior to your additional purchase payment (\$8,000) plus 8% of your additional purchase payment (\$40,000).

Example 3: Assume Example 1 is continued and a withdrawal of \$8,000 is made during the first Benefit Year.

The Benefit Base is reduced to \$92,000, which is your prior Benefit Base (\$100,000) less your withdrawal (\$8,000).

The SureIncome ROP Death Benefit is reduced to \$92,000, which is your prior SureIncome ROP Death Benefit (\$100,000) less your withdrawal (\$8,000).

The Benefit Payment is unchanged and remains \$8,000.

The Benefit Payment Remaining in the first Benefit Year is \$0, which is your Benefit Payment Remaining prior to your withdrawal (\$8,000) less your withdrawal (\$8,000).

Example 4: Assume Example 1 is continued and a withdrawal of \$25,000 is made during the first Benefit Year. Assume the Contract Value prior to the withdrawal was \$130,000. Because the \$25,000 withdrawal is larger than the Benefit Payment Remaining, the Benefit Base, the SureIncome ROP Death Benefit and Benefit Payment will be recalculated according to applicable formulas.

The Benefit Base is reduced to \$75,000, determined by the following calculation: the lesser of $(\$130,000 - \$25,000)$ and $(\$100,000 - \$25,000) = \$75,000$.

The SureIncome ROP Death Benefit is reduced to \$75,000, determined by the following calculation: the lesser of $(\$130,000 - \$25,000)$ and $(\$100,000 - \$25,000) = \$75,000$.

The Benefit Payment remains \$8,000, determined by the following calculation:

the lesser of $(\$8,000)$ and $(8\% \times (\$130,000 - \$25,000)) = \$8,000$

There is no Benefit Payment Remaining because the withdrawal has reduced it to \$0.

Example 5: Assume Example 3 is continued and an additional withdrawal of \$5,000 is taken in the same year (the first Benefit Year). Assume the Contract Value prior to the additional withdrawal was \$60,000. Because the \$5,000 withdrawal is larger than the Benefit Payment Remaining (\$0), the Benefit Base and Benefit Payment will be recalculated according to applicable formulas.

The Benefit Base is reduced to \$55,000, determined by the following calculation: the lesser of $(\$60,000 - \$5,000)$ and $(\$92,000 - \$5,000) = \$55,000$.

The SureIncome ROP Death Benefit is reduced to \$55,000, determined by the following calculation: the lesser of $(\$60,000 - \$5,000)$ and $(\$92,000 - \$5,000) = \$55,000$.

The Benefit Payment is reduced to \$4,400, determined by the following formula:
the lesser of (\$8,000) and $((8\% \times (\$60,000 - \$5,000)) = \$4,400$.

The Benefit Payment Remaining is unchanged at \$0.

Example 6: Assume Example 5 is continued and an additional Purchase Payment of 40,000 is made in the same year (the first Benefit Year).

The Benefit Base is increased to \$95,000, which is your prior Benefit Base (\$55,000) plus your additional purchase payment (\$40,000).

The SureIncome ROP Death Benefit is increased to \$95,000, which is your prior SureIncome ROP Death Benefit (\$55,000) plus your additional purchase payment (\$40,000).

The Benefit Payment is increased to \$7,600, which is your prior Benefit Payment (\$4,400) plus 8% of your additional purchase payment (\$40,000).

The Benefit Payment Remaining is increased to \$3,200, which is your Benefit Payment Remaining prior to your additional purchase payment (\$0) plus 8% of your additional purchase payment (\$40,000).

Example 7: Assume Example 6 is continued and an additional withdrawal of \$3,200 is taken in the same year (the first Benefit Year).

The Benefit Base is reduced to \$91,800, which is your prior Benefit Base (\$95,000) less your withdrawal (\$3,200).

The SureIncome ROP Death Benefit is reduced to \$91,800, which is your prior SureIncome ROP Death Benefit (\$95,000) less your withdrawal (\$3,200).

The Benefit Payment is unchanged, because the amount withdrawn does not exceed the Benefit Payment Remaining, and remains \$7,600.

The Benefit Payment Remaining is reduced to \$0, which is your Benefit Payment Remaining prior to your withdrawal (\$3,200) less your withdrawal (\$3,200).

Example 8: Assume Example 1 is continued and on the first Contract Anniversary the Contract Value prior to deduction of annual fees is \$160,000.

The SureIncome Plus Option Fee is \$650, which is $0.65\% \times$ the Benefit Base (\$100,000) prior to updating the Benefit Base based on the Contract Value on the Contract Anniversary.

The final Contract Value is \$159,350, which the Contract Value on the Contract Anniversary after deduction of annual fees (assume SureIncome Plus Option Fee is the only annual fee applicable).

The Benefit Base is increased to \$159,350, which is the greater of your current Benefit Base (\$100,000) and the final Contract Value on the Contract Anniversary (\$159,350).

The SureIncome ROP Death Benefit remains \$100,000.

The Benefit Payment is increased to \$12,748, which is the greater of your current Benefit Payment (\$8,000) and $8\% \times$ the final Contract Value on the Contract Anniversary (\$159,350).

The Benefit Payment Remaining is updated to \$12,748, which is the Benefit Payment on the Contract Anniversary.

Example 9: Assume Example 8 is continued, no withdrawals or purchase payments are applied during the second Contract Year and on the second Contract Anniversary the Contract Value prior to deduction of annual fees is \$60,000.

The SureIncome Plus Option Fee is \$1,035.78, which is $0.65\% \times$ the Benefit Base (\$159,350) prior to updating the Benefit Base based on the Contract Value on the Contract Anniversary.

The final Contract Value is \$58,964.22, which the Contract Value on the Contract Anniversary after deduction of annual fees (assume SureIncome Plus Option Fee is the only annual fee applicable).

The Benefit Base remains \$159,350, which is the greater of your current Benefit Base (\$159,350) and the final Contract Value on the Contract Anniversary (\$58,964.22).

The SureIncome ROP Death Benefit remains \$100,000.

The Benefit Payment is remains \$12,748, which is the greater of your current Benefit Payment \$12,748 and $8\% \times$ the final Contract Value on the Contract Anniversary (\$58,964.22).

The Benefit Payment Remaining is updated to \$12,748, which is the Benefit Payment on the Contract Anniversary.

APPENDIX J - SUREINCOME FOR LIFE WITHDRAWAL BENEFIT OPTION CALCULATION EXAMPLES

Example 1: Assume you purchase an Allstate Advisor contract with \$100,000 initial purchase payment, are attained age 55 at issue, and add the SureIncome For Life Option at issue (you are the SureIncome Covered Life).

Your Benefit Base is \$100,000, which is your initial purchase payment of \$100,000.

Your SureIncome ROP Death Benefit is \$100,000, which is your initial purchase payment of \$100,000.

Your Benefit Payment is \$4,000, which is 4% of your initial purchase payment.

Your Benefit Payment Remaining for this Benefit Year is \$4,000, which is equal to your Benefit Payment at the beginning of this Benefit Year.

Note: The Benefit Payment remains \$4,000 until you turn age 60 (as long as the Contract Value on any of the prior Contract Anniversaries have not caused any of the guarantees under the Option to be updated). At that point, if no withdrawals have been taken, your Benefit Payment & Benefit Payment Remaining are updated to 5% X current Benefit Base (\$5,000 = 5% X \$100,000, assuming your Benefit Base is still \$100,000).

Example 2: Assume Example 1 is continued and an additional purchase payment of \$40,000 is made in the first Benefit Year.

The Benefit Base is increased to \$140,000, which is your prior Benefit Base (\$100,000) plus your additional purchase payment (\$40,000).

The SureIncome ROP Death Benefit is increased to \$140,000, which is your prior SureIncome ROP Death Benefit (\$100,000) plus your additional purchase payment (\$40,000).

The Benefit Payment is increased to \$5,600, which is your prior Benefit Payment (\$4,000) plus 4% of your additional purchase payment (\$40,000).

The Benefit Payment Remaining is increased to \$5,600, which is your prior Benefit Payment Remaining (\$4,000) plus 4% of your additional purchase payment (\$40,000).

Note: The Benefit Payment remains \$5,600 until you turn age 60 (for the purposes of this example it is assumed the maximum anniversary value on any of the prior Contract Anniversaries has not increased the Benefit Payment). At that point, if no withdrawals have been taken, your Benefit Payment & Benefit Payment Remaining are updated to 5% X current Benefit Base (\$7,000 = 5% X \$140,000, assuming your Benefit Base is still \$140,000).

Example 3a: Assume Example 1 is continued and the first withdrawal, equal to \$4,000, is made during the first Benefit Year.

The Benefit Base is reduced to \$96,000, which is your prior Benefit Base (\$100,000) less your withdrawal (\$4,000).

The SureIncome ROP Death Benefit is reduced to \$96,000, which is your prior SureIncome ROP Death Benefit (\$100,000) less your withdrawal (\$4,000).

The Benefit Payment is unchanged and remains \$4,000.

The Benefit Payment Remaining in the first Benefit Year is \$0, which is your Benefit Payment Remaining prior to your withdrawal (\$4,000) less your withdrawal (\$4,000).

Note: The Withdrawal Benefit Factor is locked at 4% because the age at first withdrawal is age 55.

Example 3b: Assume Example 1 is continued and the first withdrawal, equal to \$5,000, is made during the sixth Benefit Year and you have attained age 60 (assume the Contract Values have not increased any SureIncome For Life Option guarantees on any prior Contract Anniversaries).

The Benefit Base is reduced to \$95,000, which is your prior Benefit Base (\$100,000) less your withdrawal (\$5,000).

The SureIncome ROP Death Benefit is reduced to \$95,000, which is your prior SureIncome ROP Death Benefit (\$100,000) less your withdrawal (\$5,000).

Because the first withdrawal occurs at attained age 60, the Benefit Payment and Benefit Payment Remaining prior to the withdrawal are updated to 5% X current Benefit Base (5% X \$100,000 = \$5,000).

The Benefit Payment remains \$5,000 after withdrawal.

The Benefit Payment Remaining in the first Benefit Year is \$0, which is your Benefit Payment Remaining prior to your withdrawal (\$5,000) less your withdrawal (\$5,000).

Note: The Withdrawal Benefit Factor is locked at 5% because the age at first withdrawal is age 60.

Example 3c: Assume Example 1 is continued and the first withdrawal, equal to \$6,000, is made during the sixteenth Benefit Year and you have attained age 70 (assume the Contract Values have not increased any SureIncome For Life Option guarantees on any prior Contract Anniversaries).

The Benefit Base is reduced to \$94,000, which is your prior Benefit Base (\$100,000) less your withdrawal (\$6,000).

The SureIncome ROP Death Benefit is reduced to \$94,000, which is your prior SureIncome ROP Death Benefit (\$100,000) less your withdrawal (\$6,000).

Because the first withdrawal occurs at attained age 70, the Benefit Payment and Benefit Payment Remaining prior to the withdrawal are updated to 6% X current Benefit Base (6% X \$100,000 = \$6,000).

The Benefit Payment remains \$6,000 after withdrawal.

The Benefit Payment Remaining in the first Benefit Year is \$0, which is your Benefit Payment Remaining prior to your withdrawal (\$6,000) less your withdrawal (\$6,000).

Note: The Withdrawal Benefit Factor is locked at 6% because the age at first withdrawal is age 70.

Example 4a: Assume Example 1 is continued and a withdrawal of \$25,000 is made during the first Benefit Year. Assume the Contract Value prior to the withdrawal was \$130,000. Because the \$25,000 withdrawal is larger than the Benefit Payment Remaining, the Benefit Base, the SureIncome ROP Death Benefit and Benefit Payment will be recalculated according to applicable formulas.

The Benefit Base is reduced to \$75,000, determined by the following calculation: the lesser of (\$130,000 - \$25,000) and (\$100,000 - \$25,000) = \$75,000.

The SureIncome ROP Death Benefit is reduced to \$75,000, determined by the following calculation: the lesser of (\$130,000 - \$25,000) and (\$100,000 - \$25,000) = \$75,000.

The Benefit Payment is reduced to \$3,000, determined by the following calculation: the lesser of (\$4,000) and (4% X \$75,000) = \$3,000.

There is no Benefit Payment Remaining because the withdrawal has reduced it to \$0.

Note: The Withdrawal Benefit Factor is locked at 4% because the age at first withdrawal is age 55.

Example 4b: Assume Example 1 is continued and a withdrawal of \$25,000 is made during the sixth Benefit Year (assume the Contract Values have not increased any SureIncome For Life Option guarantees on any prior Contract Anniversaries). Assume the Contract Value prior to the withdrawal was \$130,000. Because the \$25,000 withdrawal is larger than the Benefit Payment Remaining, the Benefit Base, the SureIncome ROP Death Benefit and Benefit Payment will be recalculated according to applicable formulas.

The Benefit Base is reduced to \$75,000, determined by the following calculation: the lesser of (\$130,000 - \$25,000) and (\$100,000 - \$25,000) = \$75,000.

The SureIncome ROP Death Benefit is reduced to \$75,000, determined by the following calculation: the lesser of (\$130,000 - \$25,000) and (\$100,000 - \$25,000) = \$75,000.

Because the first withdrawal occurs at attained age 60, the Benefit Payment and Benefit Payment Remaining prior to the withdrawal are updated to 5% X current Benefit Base prior to the withdrawal (5% X \$100,000 = \$5,000).

The Benefit Payment is reduced to \$3,750, determined by the following calculation: the lesser of (\$5,000) and (5% X \$75,000) = \$3,750.

There is no Benefit Payment Remaining because the withdrawal has reduced it to \$0.

Note: The Withdrawal Benefit Factor is locked at 5% because the age at first withdrawal is age 60.

Example 5: Assume Example 3a is continued and an additional withdrawal of \$5,000 is taken in the same year (the first Benefit Year). Assume the Contract Value prior to the additional withdrawal was \$60,000. Because the \$5,000 withdrawal is larger than the Benefit Payment Remaining (\$0), the Benefit Base and Benefit Payment will be recalculated according to applicable formulas.

The Benefit Base is reduced to \$55,000, determined by the following calculation: the lesser of $(\$60,000 - \$5,000)$ and $(\$96,000 - \$5,000) = \$55,000$.

The SureIncome ROP Death Benefit is reduced to \$55,000, determined by the following calculation: the lesser of $(\$60,000 - \$5,000)$ and $(\$96,000 - \$5,000) = \$55,000$.

The Benefit Payment is reduced to \$2,200, determined by the following formula:

the lesser of $(\$4,000)$ and $(4\% \times \$55,000) = \$2,200$.

Example 6: Assume Example 5 is continued and an additional Purchase Payment of 40,000 is made in the same year (the first Benefit Year).

The Benefit Base is increased to \$95,000, which is your prior Benefit Base (\$55,000) plus your additional purchase payment (\$40,000).

The SureIncome ROP Death Benefit is increased to \$95,000, which is your prior SureIncome ROP Death Benefit (\$55,000) plus your additional purchase payment (\$40,000).

The Benefit Payment is increased to \$3,800, which is your prior Benefit Payment (\$2,200) plus 4% of your additional purchase payment (\$40,000).

The Benefit Payment Remaining is increased to \$1,600, which is your Benefit Payment Remaining prior to your additional purchase payment (\$0) plus 4% of your additional purchase payment (\$40,000).

Example 7: Assume Example 6 is continued and an additional withdrawal of \$1,600 is taken in the same year (the first Benefit Year).

The Benefit Base is reduced to \$93,400, which is your prior Benefit Base (\$95,000) less your withdrawal (\$1,600).

The SureIncome ROP Death Benefit is reduced to \$93,400, which is your prior SureIncome ROP Death Benefit (\$95,000) less your withdrawal (\$1,600).

The Benefit Payment is unchanged and remains \$3,800.

The Benefit Payment Remaining is reduced to \$0, which is your Benefit Payment Remaining prior to your withdrawal (\$1,600) less your withdrawal (\$1,600).

Example 8: Assume Example 1 is continued and on the first Contract Anniversary the Contract Value prior to deduction of annual fees is \$160,000.

The SureIncome For Life Option Fee is \$650, which is $0.65\% \times$ the Benefit Base (\$100,000) prior to updating the Benefit Base based on the Contract Value on the Contract Anniversary.

The final Contract Value is \$159,350, which the Contract Value on the Contract Anniversary after deduction of annual fees (assume SureIncome For Life Option Fee is the only annual fee applicable).

The Benefit Base is increased to \$159,350, which is the greater of your current Benefit Base (\$100,000) and the final Contract Value on the Contract Anniversary (\$159,350).

The SureIncome ROP Death Benefit remains \$100,000.

The Benefit Payment is increased to \$6,374, which is the greater of your current Benefit Payment (\$4,000) and 4% of the final Contract Value on the Contract Anniversary (\$159,350).

The Benefit Payment Remaining is updated to \$6,374, which is the Benefit Payment on the Contract Anniversary.

Note: The Benefit Payment remains \$6,374 until you turn age 60 (as long as the Contract Values on any of the prior Contract Anniversaries have not caused any of the guarantees under the Option to be updated). At that point, if no withdrawals have been taken, your Benefit Payment and Benefit Payment Remaining are updated to $5\% \times$ current Benefit Base ($\$7,967.50 = 5\% \times \$159,350$, assuming your Benefit Base is still \$159,350).

Example 9: Assume Example 8 is continued, no withdrawals or purchase payments are applied during the second Contract Year and on the second Contract Anniversary the Contract Value prior to deduction of annual fees is \$60,000.

The SureIncome For Life Option Fee is \$1,035.78, which is $0.65\% \times$ the Benefit Base (\$159,350) prior to updating for the Benefit Base based on the Contract Value on the Contract Anniversary.

The final Contract Value is \$58,964.22, which the Contract Value on the Contract Anniversary after deduction of annual fees (assume SureIncome For Life Option Fee is the only annual fee applicable).

The Benefit Base is remains \$159,350, which is the greater of your current Benefit Base (\$159,350) and the final Contract Value on the Contract Anniversary (\$58,964.22).

The SureIncome ROP Death Benefit remains \$100,000.

The Benefit Payment is remains \$6,374, which is the greater of your current Benefit Payment \$6,374 and 4% X the final Contract Value on the Contract Anniversary (\$58,964.22).

The Benefit Payment Remaining is updated to \$6,374, which is the Benefit Payment on the Contract Anniversary.

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APPENDIX K - ACCUMULATION UNIT VALUES

Appendix K presents the Accumulation Unit Values and number of Accumulation Units outstanding for each Variable Sub-Account since the Variable Sub-Accounts were first offered under the Contracts. This Appendix includes Accumulation Unit Values representing the highest and lowest available combinations of Contract charges that affect Accumulation Unit Values for each Contract. The Statement of Additional Information, which is available upon request without charge, contains the Accumulation Unit Values for all other available combinations of Contract charges that affect Accumulation Unit Values for each Contract. Please contact us at 1-800-457-7617 to obtain a copy of the Statement of Additional Information.

The Allstate Advisor, Allstate Advisor Plus, Allstate Advisor Preferred with No Withdrawal Charge Option, Allstate Advisor Preferred with the 3 year Withdrawal Charge Option and Allstate Advisor Preferred with the 5 year Withdrawal Charge Option Contracts were first offered on October 14, 2002.

The Allstate Advisor, Allstate Advisor Plus and Allstate Advisor Preferred Contracts were first offered with the MAV Death Benefit Option at 0.15% or the Enhanced Beneficiary Protection (Annual Increase) Option at 0.15%, with the Earnings Protection Death Benefit Option, with the MAV Death Benefit Option at 0.15% and the Enhanced Beneficiary Protection (Annual Increase) Option at 0.15%, with the Earnings Protection Death Benefit Option, the MAV Death Benefit Option at 0.15% and the Enhanced Beneficiary Protection (Annual Increase) Option at 0.15%, with the MAV Death Benefit Option at 0.15% and with the Earnings Protection Death Benefit Option, with the MAV Death Benefit Option at 0.15%, the Enhanced Beneficiary Protection (Annual Increase) Option at 0.15%, and the Earnings Protection Death Benefit Option, with the Enhanced Beneficiary Protection (Annual Increase) Option at 0.15% and the Earnings Protection Death Benefit Option on October 14, 2002.

The Earnings Protection Death Benefit Option, the MAV Death Benefit Option at 0.20%, and the Enhanced Beneficiary Protection (Annual Increase) Option at 0.30%, Contracts with the MAV Death Benefit Option at 0.20%, the Enhanced Beneficiary Protection (Annual Increase) Option at 0.30%, Contracts with the MAV Death Benefit Option at 0.20% and the Enhanced Beneficiary Protection (Annual Increase) Option at 0.15%, Contracts with the MAV Death Benefit Option at 0.20% and the Enhanced Beneficiary Protection (Annual Increase) Option at 0.30%, the MAV Death Benefit Option at 0.20% was first offered on May 1, 2003.

All of the Variable Sub-Accounts shown below were first offered under the Contracts on October 14, 2002, except for the Oppenheimer Capital Appreciation/VA - Service Shares Sub-Account and UIF Small Company Growth, Class II Sub-Accounts which were first offered under the Contracts on May 1, 2003, the Van Kampen LIT Money Market, Class II Sub-Account and UIF Global Franchise, Class II Sub-Accounts, which were first offered under the Contracts on December 31, 2003, and the FTVIP Franklin Income Securities - Class 2 Sub-Account, FTVIP Franklin U.S. Government - Class 2 Sub-Account, Invesco Van Kampen V.I. Comstock Fund - Series II Sub-Account, Invesco Van Kampen V.I. Equity and Income Fund - Series II Sub-Account, UIF Capital Growth, Class I Sub-Account and UIF Capital Growth, Class II Sub-Account, and Invesco Van Kampen V.I. American Value Fund - Series I Sub-Account and Invesco Van Kampen V.I. American Value Fund - Series II Sub-Accounts, which were first offered under the Contracts on May 1, 2004 and the FTVIP Franklin Large Cap Growth Securities - Class 2 Sub-Account, Lord Abbett Series Fund - Fundamental Equity Portfolio, Lord Abbett Series Fund - Bond-Debenture Portfolio, Lord Abbett Series Fund - Growth and Income Portfolio, Lord Abbett Series Fund - Growth Opportunities Portfolio, Lord Abbett Series Fund - Mid-Cap Stock Portfolio and Oppenheimer Core Bond/VA - Service Shares Sub-Account which were first offered with the Contracts on October 1, 2004, and the Fidelity VIP Contrafund - Service Class 2 Sub-Account, Fidelity VIP Freedom 2010 - Service Class 2 Sub-Account, Fidelity VIP Freedom 2020 - Service Class 2 Sub-Account, Fidelity VIP Freedom 2030 - Service Class 2 Sub-Account, Fidelity VIP Freedom Income - Service Class 2 Sub-Account, Fidelity VIP Growth Stock - Service Class 2 Sub-Account, Fidelity VIP Index 500 - Service Class 2 Sub-Account, Fidelity VIP Mid Cap - Service Class 2 Sub-Account, FTVIP Mutual Global Discovery Securities Fund - Class 2 Sub-Account and UIF U.S. Mid Cap Growth, Class II Sub-Account, which were first offered under the Contracts on May 1, 2006 and the Putnam VT Equity Income Fund - Class IB Sub-Account which was first offered under the Contracts on February 13, 2009. The Invesco Van Kampen V.I. Equity and Income Fund - Series II, the Invesco Van Kampen V.I. Mid Cap Value Fund - Series I, the Invesco Van Kampen V.I. Mid Cap Value Fund - Series II, the Invesco Van Kampen V.I. Capital Growth Fund - Series II, the Invesco Van Kampen V.I. Comstock Fund

- Series II, the Invesco Van Kampen V.I. Growth and Income Fund - Series II, and the Invesco Van Kampen V.I. Mid Cap Growth Fund - Series II, which were first offered under the Contracts on June 1, 2010.

The names of the following Sub-Accounts changed since December 31, 2011. The names shown in the tables of Accumulation Units correspond to the name of the Sub-Account as of December 31, 2011:

SUB-ACCOUNT NAME AS OF DECEMBER 31,

2011
(AS APPEARS IN THE FOLLOWING TABLES
OF ACCUMULATION UNIT VALUES) SUB-ACCOUNT NAME ON/ABOUT MAY 1, 2012

Lord Abbett Series Fund - Mid-Cap Value Lord Abbett Series Fund - Mid-Cap Stock
Invesco Van Kampen V.I. Mid-Cap Value - Series I Invesco Van Kampen V.I. American Value - Series I
Invesco Van Kampen V.I. Mid-Cap Value - Series II Invesco Van Kampen V.I. American Value - Series II
Invesco Van Kampen V.I. Capital Growth - Series II Invesco Van Kampen V.I. American Franchise - Series II



ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.1

Sub-Accounts	Number of			
	For the Year	Accumulation Unit Value	Accumulation Unit Value	Units Outstanding
	Ending at December 31	at Beginning of Period	at End of Period	at End of Period
FIDELITY VIP CONTRAFUND(R) PORTFOLIO--SERVICE CLASS 2				
2006	\$10.000	\$10.291		516,451
2007	\$10.291	\$11.915		1,004,070
2008	\$11.915	\$6.740		1,144,313
2009	\$6.740	\$9.013		1,143,620
2010	\$9.013	\$10.403		1,050,401
2011	\$10.403	\$9.983		874,253
FIDELITY VIP FREEDOM 2010 PORTFOLIO--SERVICE CLASS 2				
2006	\$10.000	\$10.483		24,455
2007	\$10.483	\$11.218		70,102
2008	\$11.218	\$8.287		116,207
2009	\$8.287	\$10.139		172,093
2010	\$10.139	\$11.264		170,536
2011	\$11.264	\$11.072		131,106
FIDELITY VIP FREEDOM 2020 PORTFOLIO--SERVICE CLASS 2				
2006	\$10.000	\$10.513		54,334
2007	\$10.513	\$11.411		128,871
2008	\$11.411	\$7.569		140,536
2009	\$7.569	\$9.604		203,822
2010	\$9.604	\$10.839		150,160
2011	\$10.839	\$10.566		128,800
FIDELITY VIP FREEDOM 2030 PORTFOLIO--SERVICE CLASS 2				
2006	\$10.000	\$10.522		14,031
2007	\$10.522	\$11.536		28,063
2008	\$11.536	\$7.040		56,210
2009	\$7.040	\$9.116		73,240
2010	\$9.116	\$10.429		69,082
2011	\$10.429	\$10.003		62,089
FIDELITY VIP FREEDOM INCOME PORTFOLIO--SERVICE CLASS 2				
2006	\$10.000	\$10.373		16,899
2007	\$10.373	\$10.845		48,727
2008	\$10.845	\$9.559		65,357
2009	\$9.559	\$10.817		76,108
2010	\$10.817	\$11.452		69,850
2011	\$11.452	\$11.461		86,305
FIDELITY VIP GROWTH STOCK PORTFOLIO--SERVICE CLASS 2				
2006	\$10.000	\$9.766		19,226
2007	\$9.766	\$11.790		53,608
2008	\$11.790	\$6.427		72,235
2009	\$6.427	\$9.163		57,801
2010	\$9.163	\$10.833		24,653
2011	\$10.833	\$10.741		18,803

ALLSTATE ADVISOR VARIABLE ANNUITY: ALLSTATE ADVISOR CONTRACTS--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING

FOR EACH VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.1

Sub-Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Number of Accumulation Units at End of Period	Units Outstanding at End of Period
FIDELITY VIP INDEX 500 PORTFOLIO--SERVICE CLASS 2				
2006	\$10.000	\$10.846	45,567	
2007	\$10.846	\$11.260	270,300	
2008	\$11.260	\$6.985	264,109	
2009	\$6.985	\$8.708	239,770	
2010	\$8.708	\$9.861	226,853	
2011	\$9.861	\$9.908	200,172	
FIDELITY VIP MID CAP PORTFOLIO--SERVICE CLASS 2				
2006	\$10.000	\$9.899	102,347	
2007	\$9.899	\$11.269	251,766	
2008	\$11.269	\$6.718	256,868	
2009	\$6.718	\$9.267	223,401	
2010	\$9.267	\$11.761	211,845	
2011	\$11.761	\$10.350	191,071	
FTVIP FRANKLIN GROWTH AND INCOME SECURITIES FUND--CLASS 2				
2002	\$10.000	\$10.860	4,339	
2003	\$10.860	\$13.475	576,019	
2004	\$13.475	\$14.713	1,237,251	
2005	\$14.713	\$15.034	1,509,644	
2006	\$15.034	\$17.328	1,376,859	
2007	\$17.328	\$16.469	1,236,047	
2008	\$16.469	\$10.543	1,065,952	
2009	\$10.543	\$13.170	897,010	
2010	\$13.170	\$15.169	740,255	
2011	\$15.169	\$15.334	542,396	
FTVIP FRANKLIN INCOME SECURITIES FUND--CLASS 2				
2004	\$10.000	\$11.263	550,454	
2005	\$11.263	\$11.297	2,186,987	
2006	\$11.297	\$13.185	3,300,784	
2007	\$13.185	\$13.503	4,027,508	
2008	\$13.503	\$9.376	3,310,458	
2009	\$9.376	\$12.550	2,996,804	
2010	\$12.550	\$13.958	2,737,443	
2011	\$13.958	\$14.107	2,234,019	
FTVIP FRANKLIN LARGE CAP GROWTH SECURITIES FUND--CLASS 2				
2004	\$10.000	\$10.533	43,535	
2005	\$10.533	\$10.508	812,179	
2006	\$10.508	\$11.503	1,735,490	
2007	\$11.503	\$12.061	2,114,492	
2008	\$12.061	\$7.795	1,887,340	
2009	\$7.795	\$9.982	1,654,042	
2010	\$9.982	\$10.995	1,464,453	
2011	\$10.995	\$10.690	1,207,012	

ALLSTATE ADVISOR VARIABLE ANNUITY: ALLSTATE ADVISOR CONTRACTS--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.1

Sub-Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Number of Accumulation Units at End of Period	Units Outstanding at End of Period
FTVIP FRANKLIN SMALL CAP VALUE SECURITIES FUND--CLASS 2				
2002	\$10.000	\$11.235	2,864	
2003	\$11.235	\$14.653	211,298	
2004	\$14.653	\$17.899	454,938	
2005	\$17.899	\$19.217	704,731	
2006	\$19.217	\$22.191	787,501	
2007	\$22.191	\$21.382	728,134	
2008	\$21.382	\$14.137	614,342	
2009	\$14.137	\$18.024	529,315	
2010	\$18.024	\$22.813	447,006	
2011	\$22.813	\$21.672	369,453	
FTVIP FRANKLIN SMALL-MID CAP GROWTH SECURITIES FUND--CLASS 2				
2002	\$10.000	\$11.545	882	
2003	\$11.545	\$15.641	21,349	
2004	\$15.641	\$17.211	21,824	
2005	\$17.211	\$17.803	21,130	
2006	\$17.803	\$19.101	20,318	
2007	\$19.101	\$20.973	17,140	
2008	\$20.973	\$11.904	19,245	
2009	\$11.904	\$16.871	13,500	
2010	\$16.871	\$21.254	9,873	
2011	\$21.254	\$19.967	6,280	
FTVIP FRANKLIN U.S. GOVERNMENT FUND--CLASS 2				
2004	\$10.000	\$10.274	268,158	
2005	\$10.274	\$10.385	454,107	
2006	\$10.385	\$10.664	553,564	
2007	\$10.664	\$11.221	643,995	
2008	\$11.221	\$11.917	756,472	
2009	\$11.917	\$12.127	776,465	
2010	\$12.127	\$12.603	739,426	
2011	\$12.603	\$13.147	550,596	
FTVIP MUTUAL GLOBAL DISCOVERY SECURITIES FUND--CLASS 2				
2006	\$10.000	\$11.041	179,990	
2007	\$11.041	\$12.189	443,786	
2008	\$12.189	\$8.608	486,057	
2009	\$8.608	\$10.478	507,819	
2010	\$10.478	\$11.580	464,348	
2011	\$11.580	\$11.093	389,053	

ALLSTATE ADVISOR VARIABLE ANNUITY: ALLSTATE ADVISOR CONTRACTS--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.1

Sub-Accounts	Number of		
	Accumulation Unit Value Ending December 31	Accumulation Unit Value at Beginning of Period	Units Outstanding at End of Period
FTVIP MUTUAL SHARES SECURITIES FUND--CLASS 2			
2002	\$10.000	\$10.333	6,303
2003	\$10.333	\$12.765	442,689
2004	\$12.765	\$14.192	1,161,162
2005	\$14.192	\$15.488	1,757,967
2006	\$15.488	\$18.099	2,186,968
2007	\$18.099	\$18.486	2,266,150
2008	\$18.486	\$11.476	1,861,389
2009	\$11.476	\$14.279	1,641,649
2010	\$14.279	\$15.673	1,423,936
2011	\$15.673	\$15.310	1,136,095
FTVIP TEMPLETON DEVELOPING MARKETS SECURITIES FUND--CLASS 2			
2002	\$10.000	\$11.243	112
2003	\$11.243	\$16.979	43,987
2004	\$16.979	\$20.902	127,960
2005	\$20.902	\$26.292	215,039
2006	\$26.292	\$33.244	254,473
2007	\$33.244	\$42.259	259,442
2008	\$42.259	\$19.728	230,730
2009	\$19.728	\$33.609	208,582
2010	\$33.609	\$39.010	179,807
2011	\$39.010	\$32.402	159,099
FTVIP TEMPLETON FOREIGN SECURITIES FUND--CLASS 2			
2002	\$10.000	\$10.484	1,995
2003	\$10.484	\$13.683	141,338
2004	\$13.683	\$16.009	352,761
2005	\$16.009	\$17.410	841,251
2006	\$17.410	\$20.872	1,384,661
2007	\$20.872	\$23.785	1,600,147
2008	\$23.785	\$13.998	1,393,105
2009	\$13.998	\$18.936	1,204,940
2010	\$18.936	\$20.263	1,066,709
2011	\$20.263	\$17.875	932,183
FTVIP TEMPLETON GLOBAL BOND SECURITIES FUND--CLASS 2			
2002	\$10.000	\$10.730	1,065
2003	\$10.730	\$12.969	27,419
2004	\$12.969	\$14.688	28,702
2005	\$14.688	\$14.052	29,443
2006	\$14.052	\$15.643	24,121
2007	\$15.643	\$17.139	24,104
2008	\$17.139	\$17.968	21,379
2009	\$17.968	\$21.050	15,757
2010	\$21.050	\$23.781	11,849
2011	\$23.781	\$23.270	11,424

ALLSTATE ADVISOR VARIABLE ANNUITY: ALLSTATE ADVISOR CONTRACTS--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.1

Sub-Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Number of Accumulation Units at End of Period	Units Outstanding at End of Period

INVESCO VAN KAMPEN V.I. CAPITAL GROWTH FUND--SERIES II				
2002	\$10.000	\$9.418	62	
2003	\$9.418	\$11.811	128,295	
2004	\$11.811	\$12.448	253,189	
2005	\$12.448	\$13.227	318,205	
2006	\$13.227	\$13.399	325,314	
2007	\$13.399	\$15.427	267,235	
2008	\$15.427	\$7.749	254,421	
2009	\$7.749	\$12.669	208,247	
2010	\$12.669	\$14.953	170,568	
2011	\$14.953	\$13.817	126,429	

INVESCO VAN KAMPEN V.I. COMSTOCK FUND--SERIES II				
2004	\$10.000	\$11.366	214,722	
2005	\$11.366	\$11.681	1,023,815	
2006	\$11.681	\$13.381	1,184,603	
2007	\$13.381	\$12.900	1,155,302	
2008	\$12.900	\$8.175	1,015,402	
2009	\$8.175	\$10.362	818,910	
2010	\$10.362	\$11.833	742,883	
2011	\$11.833	\$11.435	627,494	

INVESCO VAN KAMPEN V.I. EQUITY AND INCOME FUND--SERIES II				
2004	\$10.000	\$10.989	202,603	
2005	\$10.989	\$11.648	888,555	
2006	\$11.648	\$12.945	950,381	
2007	\$12.945	\$13.206	1,069,714	
2008	\$13.206	\$10.079	932,139	
2009	\$10.079	\$12.187	817,049	
2010	\$12.187	\$13.477	722,518	
2011	\$13.477	\$13.130	556,735	

INVESCO VAN KAMPEN V.I. GROWTH AND INCOME FUND--SERIES II				
2002	\$10.000	\$10.662	3,897	
2003	\$10.662	\$13.437	400,708	
2004	\$13.437	\$15.137	755,669	
2005	\$15.137	\$16.394	1,052,880	
2006	\$16.394	\$18.769	1,148,378	
2007	\$18.769	\$18.993	1,130,145	
2008	\$18.993	\$12.709	959,755	
2009	\$12.709	\$15.569	840,508	
2010	\$15.569	\$17.242	750,580	
2011	\$17.242	\$16.636	555,942	

INVESCO VAN KAMPEN V.I. MID CAP GROWTH FUND--SERIES II				
2004	\$10.000	\$11.153	148,068	
2005	\$11.153	\$12.233	145,429	
2006	\$12.233	\$12.670	126,259	
2007	\$12.670	\$14.706	101,130	
2008	\$14.706	\$7.718	83,765	
2009	\$7.718	\$11.913	73,374	
2010	\$11.913	\$14.966	55,789	
2011	\$14.966	\$13.391	45,054	



ALLSTATE ADVISOR VARIABLE ANNUITY: ALLSTATE ADVISOR CONTRACTS--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.1

Sub-Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Number of Accumulation Units at End of Period	Units Outstanding at End of Period
INVESCO VAN KAMPEN V.I. MID CAP VALUE FUND--SERIES I				
2004	\$10.000	\$11.330	226,309	
2005	\$11.330	\$12.560	209,221	
2006	\$12.560	\$14.965	194,883	
2007	\$14.965	\$15.930	208,857	
2008	\$15.930	\$9.232	177,447	
2009	\$9.232	\$12.685	155,724	
2010	\$12.685	\$15.307	120,227	
2011	\$15.307	\$15.249	86,378	

INVESCO VAN KAMPEN V.I. MID CAP VALUE FUND--SERIES II				
2004	\$10.000	\$11.323	123,762	
2005	\$11.323	\$12.535	227,659	
2006	\$12.535	\$14.926	352,246	
2007	\$14.926	\$15.873	433,653	
2008	\$15.873	\$9.178	417,880	
2009	\$9.178	\$12.607	336,485	
2010	\$12.607	\$15.205	289,237	
2011	\$15.205	\$15.134	235,235	

LORD ABBETT SERIES FUND, INC.--BOND-DEBENTURE PORTFOLIO				
2004	\$10.000	\$10.370	81,198	
2005	\$10.370	\$10.371	533,540	
2006	\$10.371	\$11.192	959,024	
2007	\$11.192	\$11.731	1,203,223	
2008	\$11.731	\$9.549	982,893	
2009	\$9.549	\$12.660	854,149	
2010	\$12.660	\$14.035	819,038	
2011	\$14.035	\$14.462	733,952	

LORD ABBETT SERIES FUND, INC.--FUNDAMENTAL EQUITY PORTFOLIO				
2004	\$10.000	\$10.920	15,276	
2005	\$10.920	\$11.529	148,760	
2006	\$11.529	\$13.047	258,059	
2007	\$13.047	\$13.743	281,424	
2008	\$13.743	\$9.676	252,224	
2009	\$9.676	\$12.033	221,340	
2010	\$12.033	\$14.137	205,010	
2011	\$14.137	\$13.329	170,638	

LORD ABBETT SERIES FUND, INC.--GROWTH AND INCOME PORTFOLIO				
2004	\$10.000	\$10.904	142,509	
2005	\$10.904	\$11.114	674,689	
2006	\$11.114	\$12.866	977,874	
2007	\$12.866	\$13.135	1,131,948	
2008	\$13.135	\$8.243	923,149	
2009	\$8.243	\$9.675	791,390	
2010	\$9.675	\$11.213	683,057	
2011	\$11.213	\$10.395	545,222	

ALLSTATE ADVISOR VARIABLE ANNUITY: ALLSTATE ADVISOR CONTRACTS--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.1

Sub-Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Number of Accumulation Units at End of Period	Units Outstanding at End of Period
LORD ABBETT SERIES FUND, INC.--GROWTH OPPORTUNITIES PORTFOLIO				
2004	\$10.000	\$11.153	16,581	
2005	\$11.153	\$11.518	103,190	
2006	\$11.518	\$12.268	307,914	
2007	\$12.268	\$14.685	401,093	
2008	\$14.685	\$8.952	360,805	
2009	\$8.952	\$12.861	300,712	
2010	\$12.861	\$15.606	253,522	
2011	\$15.606	\$13.857	226,260	

LORD ABBETT SERIES FUND, INC.--MID-CAP VALUE PORTFOLIO				
2004	\$10.000	\$11.136	136,025	
2005	\$11.136	\$11.896	867,902	
2006	\$11.896	\$13.179	1,058,446	
2007	\$13.179	\$13.084	1,096,947	
2008	\$13.084	\$7.832	921,170	
2009	\$7.832	\$9.789	759,217	
2010	\$9.789	\$12.120	630,406	
2011	\$12.120	\$11.484	529,614	

OPPENHEIMER BALANCED FUND/VA--SERVICE SHARES				
2002	\$10.000	\$10.706	2,115	
2003	\$10.706	\$13.176	259,159	
2004	\$13.176	\$14.280	562,275	
2005	\$14.280	\$14.614	694,753	
2006	\$14.614	\$15.992	687,270	
2007	\$15.992	\$16.335	626,947	
2008	\$16.335	\$9.092	534,080	
2009	\$9.092	\$10.913	442,615	
2010	\$10.913	\$12.138	390,066	
2011	\$12.138	\$12.027	307,892	

OPPENHEIMER CAPITAL APPRECIATION FUND/VA--SERVICE SHARES				
2003	\$10.000	\$12.323	250,178	
2004	\$12.323	\$12.968	723,531	
2005	\$12.968	\$13.424	1,303,079	
2006	\$13.424	\$14.269	1,418,096	
2007	\$14.269	\$16.036	1,252,093	
2008	\$16.036	\$8.601	1,194,919	
2009	\$8.601	\$12.239	987,395	
2010	\$12.239	\$13.186	862,275	
2011	\$13.186	\$12.837	679,504	

OPPENHEIMER CORE BOND FUND/VA--SERVICE SHARES				
2004	\$10.000	\$10.118	16,015	
2005	\$10.118	\$10.221	198,046	
2006	\$10.221	\$10.587	1,022,486	
2007	\$10.587	\$10.877	1,758,893	
2008	\$10.877	\$6.541	1,767,178	
2009	\$6.541	\$7.041	1,796,199	
2010	\$7.041	\$7.734	1,714,650	
2011	\$7.734	\$8.240	1,408,093	



ALLSTATE ADVISOR VARIABLE ANNUITY: ALLSTATE ADVISOR CONTRACTS--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.1

Sub-Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Number of Accumulation Units Outstanding at End of Period	Accumulation Unit Value at End of Period
OPPENHEIMER GLOBAL SECURITIES FUND/VA--SERVICE SHARES				
2002	\$10.000	\$10.157	45	
2003	\$10.157	\$14.323	200,904	
2004	\$14.323	\$16.808	384,682	
2005	\$16.808	\$18.924	533,061	
2006	\$18.924	\$21.924	560,411	
2007	\$21.924	\$22.956	551,050	
2008	\$22.956	\$13.521	457,046	
2009	\$13.521	\$18.599	380,350	
2010	\$18.599	\$21.242	329,854	
2011	\$21.242	\$19.180	254,911	
OPPENHEIMER GLOBAL STRATEGIC INCOME FUND/VA--SERVICE SHARES				
2002	\$10.000	\$10.560	10,218	
2003	\$10.560	\$12.213	432,449	
2004	\$12.213	\$13.072	1,265,037	
2005	\$13.072	\$13.224	2,210,765	
2006	\$13.224	\$13.998	2,542,348	
2007	\$13.998	\$15.136	2,521,268	
2008	\$15.136	\$12.777	2,111,548	
2009	\$12.777	\$14.933	1,944,138	
2010	\$14.933	\$16.918	1,731,144	
2011	\$16.918	\$16.809	1,313,374	
OPPENHEIMER HIGH INCOME FUND/VA--SERVICE SHARES				
2002	\$10.000	\$10.670	1,293	
2003	\$10.670	\$13.039	199,763	
2004	\$13.039	\$13.995	512,385	
2005	\$13.995	\$14.092	642,887	
2006	\$14.092	\$15.194	651,221	
2007	\$15.194	\$14.926	646,720	
2008	\$14.926	\$3.157	1,119,834	
2009	\$3.157	\$3.925	1,062,342	
2010	\$3.925	\$4.434	976,989	
2011	\$4.434	\$4.265	769,121	
OPPENHEIMER MAIN STREET FUND(R)/VA--SERVICE SHARES				
2002	\$10.000	\$10.186	4,827	
2003	\$10.186	\$12.713	432,829	
2004	\$12.713	\$13.696	752,941	
2005	\$13.696	\$14.296	1,271,750	
2006	\$14.296	\$16.195	1,689,212	
2007	\$16.195	\$16.649	1,682,353	
2008	\$16.649	\$10.086	1,583,489	
2009	\$10.086	\$12.743	1,388,113	
2010	\$12.743	\$14.569	1,200,629	
2011	\$14.569	\$14.337	964,024	

ALLSTATE ADVISOR VARIABLE ANNUITY: ALLSTATE ADVISOR CONTRACTS--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.1

Sub-Accounts	Number of			
	Accumulation Unit Value		Accumulation Units	
	For the Year Ending December 31	at Beginning of Period	at End of Period	at End of Period
OPPENHEIMER MAIN STREET SMALL- & MID-CAP FUND(R)/VA--SERVICE SHARES FORMERLY, OPPENHEIMER MAIN STREET SMALL CAP FUND(R)/VA--SERVICE SHARES				
	2002	\$10.000	\$10.363	944
	2003	\$10.363	\$14.755	156,683
	2004	\$14.755	\$17.358	294,993
	2005	\$17.358	\$18.799	490,871
	2006	\$18.799	\$21.278	570,415
	2007	\$21.278	\$20.709	531,717
	2008	\$20.709	\$12.673	481,521
	2009	\$12.673	\$17.124	406,889
	2010	\$17.124	\$20.800	330,552
	2011	\$20.800	\$20.043	267,644
OPPENHEIMER SMALL- & MID-CAP GROWTH FUND/VA--SERVICE SHARES				
	2002	\$10.000	\$10.069	1,697
	2003	\$10.069	\$12.468	147,767
	2004	\$12.468	\$14.698	230,665
	2005	\$14.698	\$16.248	310,149
	2006	\$16.248	\$16.472	334,836
	2007	\$16.472	\$17.240	269,795
	2008	\$17.240	\$8.643	234,531
	2009	\$8.643	\$11.284	198,239
	2010	\$11.284	\$14.163	162,327
	2011	\$14.163	\$14.098	135,036
PUTNAM VT EQUITY INCOME FUND--CLASS IB				
	2009	\$10.000	\$13.066	632,085
	2010	\$13.066	\$14.524	560,259
	2011	\$14.524	\$14.612	462,154
PUTNAM VT GEORGE PUTNAM BALANCED FUND--CLASS IB				
	2002	\$10.000	\$10.524	6,824
	2003	\$10.524	\$12.158	384,959
	2004	\$12.158	\$12.986	698,080
	2005	\$12.986	\$13.332	897,148
	2006	\$13.332	\$14.729	1,002,203
	2007	\$14.729	\$14.677	940,566
	2008	\$14.677	\$8.588	845,676
	2009	\$8.588	\$10.649	741,293
	2010	\$10.649	\$11.650	644,659
	2011	\$11.650	\$11.819	541,284

ALLSTATE ADVISOR VARIABLE ANNUITY: ALLSTATE ADVISOR CONTRACTS--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.1

Sub-Accounts	Number of		
	Accumulation Unit Value Ending December 31	Accumulation Unit Value at Beginning of Period	Units Outstanding at End of Period
PUTNAM VT GLOBAL ASSET ALLOCATION FUND--CLASS IB			
2002	\$10.000	\$10.397	46
2003	\$10.397	\$12.510	27,406
2004	\$12.510	\$13.473	100,508
2005	\$13.473	\$14.227	225,972
2006	\$14.227	\$15.850	289,761
2007	\$15.850	\$16.104	302,756
2008	\$16.104	\$10.599	251,413
2009	\$10.599	\$14.146	218,816
2010	\$14.146	\$16.015	196,452
2011	\$16.015	\$15.743	167,473
PUTNAM VT GLOBAL HEALTH CARE FUND--CLASS IB			
2002	\$10.000	\$9.732	4,020
2003	\$9.732	\$11.373	87,288
2004	\$11.373	\$12.026	143,322
2005	\$12.026	\$13.438	121,045
2006	\$13.438	\$13.636	106,651
2007	\$13.636	\$13.378	90,746
2008	\$13.378	\$10.951	75,485
2009	\$10.951	\$13.620	67,222
2010	\$13.620	\$13.776	58,814
2011	\$13.776	\$13.439	29,823
PUTNAM VT GLOBAL UTILITIES FUND--CLASS IB			
2002	\$10.000	\$11.480	377
2003	\$11.480	\$14.145	50,148
2004	\$14.145	\$16.978	84,872
2005	\$16.978	\$18.197	74,344
2006	\$18.197	\$22.819	58,275
2007	\$22.819	\$27.015	46,926
2008	\$27.015	\$18.535	34,349
2009	\$18.535	\$19.642	25,751
2010	\$19.642	\$19.744	23,665
2011	\$19.744	\$18.437	18,838
PUTNAM VT GROWTH AND INCOME FUND--CLASS IB			
2002	\$10.000	\$10.807	10,128
2003	\$10.807	\$13.589	581,918
2004	\$13.589	\$14.904	872,350
2005	\$14.904	\$15.482	894,861
2006	\$15.482	\$17.714	859,159
2007	\$17.714	\$16.428	786,066
2008	\$16.428	\$9.941	664,580
2009	\$9.941	\$12.738	561,812
2010	\$12.738	\$14.382	436,918
2011	\$14.382	\$13.538	351,941

ALLSTATE ADVISOR VARIABLE ANNUITY: ALLSTATE ADVISOR CONTRACTS--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.1

		Number of		
	Accumulation	Accumulation	Units	
For the Year	Unit Value	Unit Value	Outstanding	
Ending	at Beginning	at End	at End	
Sub-Accounts	December 31	of Period	of Period	of Period

PUTNAM VT HIGH YIELD FUND--CLASS IB

2002	\$10.000	\$10.750	2,077
2003	\$10.750	\$13.428	238,535
2004	\$13.428	\$14.652	421,723
2005	\$14.652	\$14.911	615,143
2006	\$14.911	\$16.269	729,961
2007	\$16.269	\$16.506	684,787
2008	\$16.506	\$12.046	602,387
2009	\$12.046	\$17.858	499,764
2010	\$17.858	\$20.102	445,814
2011	\$20.102	\$20.192	327,955

PUTNAM VT INCOME FUND--CLASS IB

2002	\$10.000	\$10.194	10,364
2003	\$10.194	\$10.507	486,154
2004	\$10.507	\$10.832	887,522
2005	\$10.832	\$10.945	1,526,481
2006	\$10.945	\$11.292	2,193,099
2007	\$11.292	\$11.728	2,340,081
2008	\$11.728	\$8.807	1,903,327
2009	\$8.807	\$12.749	1,506,639
2010	\$12.749	\$13.827	1,430,101
2011	\$13.827	\$14.332	1,130,191

PUTNAM VT INTERNATIONAL EQUITY FUND--CLASS IB

2002	\$10.000	\$10.613	3,753
2003	\$10.613	\$13.465	172,681
2004	\$13.465	\$15.444	250,483
2005	\$15.444	\$17.105	336,711
2006	\$17.105	\$21.566	486,115
2007	\$21.566	\$23.067	661,099
2008	\$23.067	\$12.762	606,992
2009	\$12.762	\$15.700	541,864
2010	\$15.700	\$17.051	457,663
2011	\$17.051	\$13.981	398,204

PUTNAM VT INVESTORS FUND--CLASS IB

2002	\$10.000	\$10.416	3,968
2003	\$10.416	\$13.072	94,549
2004	\$13.072	\$14.535	111,067
2005	\$14.535	\$15.611	170,882
2006	\$15.611	\$17.558	226,431
2007	\$17.558	\$16.435	231,530
2008	\$16.435	\$9.807	198,173
2009	\$9.807	\$12.664	169,347
2010	\$12.664	\$14.241	139,439
2011	\$14.241	\$14.064	114,800

ALLSTATE ADVISOR VARIABLE ANNUITY: ALLSTATE ADVISOR CONTRACTS--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.1

Number of
Accumulation Accumulation Units
For the Year Unit Value Unit Value Outstanding
Ending at Beginning at End at End
Sub-Accounts December 31 of Period of Period of Period

PUTNAM VT MONEY MARKET FUND--CLASS IB

2002	\$10.000	\$9.993	5,773
2003	\$9.993	\$9.914	239,378
2004	\$9.914	\$9.851	611,958
2005	\$9.851	\$9.970	1,639,066
2006	\$9.970	\$10.274	3,059,102
2007	\$10.274	\$10.626	2,741,531
2008	\$10.626	\$10.759	2,353,459
2009	\$10.759	\$10.642	2,823,769
2010	\$10.642	\$10.509	2,415,868
2011	\$10.509	\$10.374	2,154,262

PUTNAM VT MULTI-CAP GROWTH FUND--CLASS IB

2002	\$10.000	\$10.388	2,917
2003	\$10.388	\$13.580	115,558
2004	\$13.580	\$14.787	110,548
2005	\$14.787	\$16.056	99,940
2006	\$16.056	\$17.206	86,751
2007	\$17.206	\$17.958	73,981
2008	\$17.958	\$10.858	54,204
2009	\$10.858	\$14.162	45,582
2010	\$14.162	\$16.714	113,469
2011	\$16.714	\$15.660	95,228

PUTNAM VT NEW VALUE FUND--CLASS IB

2002	\$10.000	\$11.214	114
2003	\$11.214	\$14.664	77,578
2004	\$14.664	\$16.708	251,024
2005	\$16.708	\$17.465	540,431
2006	\$17.465	\$20.001	692,321
2007	\$20.001	\$18.777	765,754
2008	\$18.777	\$10.239	738,975
2009	\$10.239	\$9.644	0

PUTNAM VT RESEARCH FUND--CLASS IB

2002	\$10.000	\$10.651	5
2003	\$10.651	\$13.177	56,293
2004	\$13.177	\$13.990	84,821
2005	\$13.990	\$14.502	82,817
2006	\$14.502	\$15.935	78,283
2007	\$15.935	\$15.817	64,794
2008	\$15.817	\$9.594	55,482
2009	\$9.594	\$12.614	53,463
2010	\$12.614	\$14.490	41,019
2011	\$14.490	\$14.054	34,062

ALLSTATE ADVISOR VARIABLE ANNUITY: ALLSTATE ADVISOR CONTRACTS--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.1

Sub-Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Number of Accumulation Units at End of Period	Units Outstanding at End of Period
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PUTNAM VT VISTA FUND--CLASS IB

2002	\$10.000	\$10.381	2,612
2003	\$10.381	\$13.646	97,780
2004	\$13.646	\$15.976	138,680
2005	\$15.976	\$17.687	165,471
2006	\$17.687	\$18.411	161,338
2007	\$18.411	\$18.865	145,788
2008	\$18.865	\$10.140	122,422
2009	\$10.140	\$13.887	100,418
2010	\$13.887	\$15.906	0

PUTNAM VT VOYAGER FUND--CLASS IB

2002	\$10.000	\$10.118	8,458
2003	\$10.118	\$12.475	496,984
2004	\$12.475	\$12.934	797,854
2005	\$12.934	\$13.494	889,274
2006	\$13.494	\$14.045	777,631
2007	\$14.045	\$14.628	651,974
2008	\$14.628	\$9.092	538,276
2009	\$9.092	\$14.709	443,055
2010	\$14.709	\$17.539	353,192
2011	\$17.539	\$14.223	302,772

UIF EMERGING MARKETS DEBT PORTFOLIO, CLASS II

2002	\$10.000	\$11.069	33
2003	\$11.069	\$13.960	23,912
2004	\$13.960	\$15.169	159,393
2005	\$15.169	\$16.791	269,922
2006	\$16.791	\$18.365	347,798
2007	\$18.365	\$19.286	364,955
2008	\$19.286	\$16.185	298,917
2009	\$16.185	\$20.788	263,398
2010	\$20.788	\$22.519	237,498
2011	\$22.519	\$23.759	182,583

UIF GLOBAL FRANCHISE PORTFOLIO, CLASS II

2003	\$10.000	\$10.000	0
2004	\$10.000	\$11.131	130,721
2005	\$11.131	\$12.304	391,691
2006	\$12.304	\$14.758	650,901
2007	\$14.758	\$15.992	703,140
2008	\$15.992	\$11.217	598,573
2009	\$11.217	\$14.346	505,053
2010	\$14.346	\$16.150	453,294
2011	\$16.150	\$17.385	390,162

ALLSTATE ADVISOR VARIABLE ANNUITY: ALLSTATE ADVISOR CONTRACTS--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.1

Sub-Accounts	Number of			
	For the Year	Unit Value	Unit Value	Units
	Ending	at Beginning	at End	Outstanding
	December 31	of Period	of Period	of Period

UIF GROWTH PORTFOLIO, CLASS I				
FORMERLY, UIF CAPITAL GROWTH PORTFOLIO, CLASS I				
2004	\$10.000	\$10.785		242,720
2005	\$10.785	\$12.319		220,659
2006	\$12.319	\$12.660		194,105
2007	\$12.660	\$15.233		144,366
2008	\$15.233	\$7.640		148,384
2009	\$7.640	\$12.486		108,902
2010	\$12.486	\$15.143		79,570
2011	\$15.143	\$14.529		56,922

UIF GROWTH PORTFOLIO, CLASS II				
FORMERLY, UIF CAPITAL GROWTH PORTFOLIO, CLASS II				
2004	\$10.000	\$10.760		76,401
2005	\$10.760	\$12.265		144,014
2006	\$12.265	\$12.569		151,518
2007	\$12.569	\$15.094		140,241
2008	\$15.094	\$7.547		137,100
2009	\$7.547	\$12.302		111,308
2010	\$12.302	\$14.889		93,535
2011	\$14.889	\$14.251		83,860

UIF MID CAP GROWTH PORTFOLIO, CLASS II				
2006	\$10.000	\$9.853		356,563
2007	\$9.853	\$11.924		563,913
2008	\$11.924	\$6.260		598,655
2009	\$6.260	\$9.724		461,143
2010	\$9.724	\$12.696		356,333
2011	\$12.696	\$11.633		319,107

UIF SMALL COMPANY GROWTH PORTFOLIO, CLASS II				
2003	\$10.000	\$13.621		49,008
2004	\$13.621	\$15.993		76,697
2005	\$15.993	\$17.821		119,544
2006	\$17.821	\$19.674		125,802
2007	\$19.674	\$19.994		118,154
2008	\$19.994	\$11.755		110,064
2009	\$11.755	\$17.016		88,845
2010	\$17.016	\$21.258		76,769
2011	\$21.258	\$19.156		57,539

UIF U.S. REAL ESTATE PORTFOLIO, CLASS II				
2002	\$10.000	\$10.710		4,083
2003	\$10.710	\$14.601		143,509
2004	\$14.601	\$19.611		7,395
2005	\$19.611	\$22.602		584,676
2006	\$22.602	\$30.715		637,273
2007	\$30.715	\$25.080		650,191
2008	\$25.080	\$15.335		623,745
2009	\$15.335	\$19.450		541,734
2010	\$19.450	\$24.869		443,526
2011	\$24.869	\$25.938		355,414



ALLSTATE ADVISOR VARIABLE ANNUITY: ALLSTATE ADVISOR CONTRACTS--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.1

Sub-Accounts	Accumulation Unit Value		Number of
	Ending at December 31	at Beginning of Period	Units Outstanding at End of Period

VAN KAMPEN LIT MONEY MARKET PORTFOLIO--CLASS II			
2003	\$10.000	\$10.000	0
2004	\$10.000	\$9.925	437,391
2005	\$9.925	\$10.036	679,120
2006	\$10.036	\$10.319	805,399
2007	\$10.319	\$10.640	838,651
2008	\$10.640	\$10.690	865,848
2009	\$10.690	\$10.558	0

* The Accumulation Unit Values in this table reflect a mortality and expense risk charge of 1.10% and an administrative expense charge of 0.19%.

ALLSTATE ADVISOR VARIABLE ANNUITY: ALLSTATE ADVISOR CONTRACTS--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

WITH THE MAV DEATH BENEFIT OPTION, THE ENHANCED BENEFICIARY PROTECTION (ANNUAL INCREASE) OPTION, BOTH ADDED ON OR AFTER MAY 1, 2003, AND THE EARNINGS PROTECTION DEATH BENEFIT OPTION (AGE 71-79)

MORTALITY & EXPENSE = 2.0

Sub-Accounts	Number of			
	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Units Outstanding at End of Period
FIDELITY VIP CONTRAFUND(R) PORTFOLIO--SERVICE CLASS 2				
2006	\$10.000	\$10.228		0
2007	\$10.228	\$11.733		0
2008	\$11.733	\$6.577		1,365
2009	\$6.577	\$8.714		1,352
2010	\$8.714	\$9.966		1,400
2011	\$9.966	\$9.477		185
FIDELITY VIP FREEDOM 2010 PORTFOLIO--SERVICE CLASS 2				
2006	\$10.000	\$10.419		0
2007	\$10.419	\$11.048		0
2008	\$11.048	\$8.086		0
2009	\$8.086	\$9.803		0
2010	\$9.803	\$10.792		0
2011	\$10.792	\$10.511		0
FIDELITY VIP FREEDOM 2020 PORTFOLIO--SERVICE CLASS 2				
2006	\$10.000	\$10.448		0
2007	\$10.448	\$11.237		0
2008	\$11.237	\$7.385		0
2009	\$7.385	\$9.286		0
2010	\$9.286	\$10.384		0
2011	\$10.384	\$10.031		0
FIDELITY VIP FREEDOM 2030 PORTFOLIO--SERVICE CLASS 2				
2006	\$10.000	\$10.457		0
2007	\$10.457	\$11.360		0
2008	\$11.360	\$6.870		0
2009	\$6.870	\$8.814		0
2010	\$8.814	\$9.991		0
2011	\$9.991	\$9.496		0
FIDELITY VIP FREEDOM INCOME PORTFOLIO--SERVICE CLASS 2				
2006	\$10.000	\$10.310		0
2007	\$10.310	\$10.679		0
2008	\$10.679	\$9.327		0
2009	\$9.327	\$10.459		0
2010	\$10.459	\$10.972		0
2011	\$10.972	\$10.881		0
FIDELITY VIP GROWTH STOCK PORTFOLIO--SERVICE CLASS 2				
2006	\$10.000	\$9.706		0
2007	\$9.706	\$11.610		0
2008	\$11.610	\$6.271		0
2009	\$6.271	\$8.859		0
2010	\$8.859	\$10.378		0
2011	\$10.378	\$10.197		0

ALLSTATE ADVISOR VARIABLE ANNUITY: ALLSTATE ADVISOR CONTRACTS--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

WITH THE MAV DEATH BENEFIT OPTION, THE ENHANCED BENEFICIARY PROTECTION (ANNUAL INCREASE) OPTION, BOTH ADDED ON OR AFTER MAY 1, 2003, AND THE EARNINGS PROTECTION DEATH BENEFIT OPTION (AGE 71-79)

MORTALITY & EXPENSE = 2.0

Sub-Accounts	For the Year Ending December 31	Number of Accumulation Units		
		Unit Value at Beginning of Period	Unit Value at End of Period	

FIDELITY VIP INDEX 500 PORTFOLIO--SERVICE CLASS 2				
	2006	\$10.000	\$10.779	0
	2007	\$10.779	\$11.088	0
	2008	\$11.088	\$6.815	1,208
	2009	\$6.815	\$8.419	1,208
	2010	\$8.419	\$9.448	1,148
	2011	\$9.448	\$9.406	0

FIDELITY VIP MID CAP PORTFOLIO--SERVICE CLASS 2				
	2006	\$10.000	\$9.838	709
	2007	\$9.838	\$11.097	0
	2008	\$11.097	\$6.555	109
	2009	\$6.555	\$8.960	91
	2010	\$8.960	\$11.268	795
	2011	\$11.268	\$9.826	756

FTVIP FRANKLIN GROWTH AND INCOME SECURITIES FUND--CLASS 2				
	2003	\$10.698	\$13.341	3,763
	2004	\$13.341	\$14.434	5,784
	2005	\$14.434	\$14.615	5,058
	2006	\$14.615	\$16.691	4,637
	2007	\$16.691	\$15.718	4,538
	2008	\$15.718	\$9.971	3,695
	2009	\$9.971	\$12.342	3,527
	2010	\$12.342	\$14.085	3,415
	2011	\$14.085	\$14.109	3,219

FTVIP FRANKLIN INCOME SECURITIES FUND--CLASS 2				
	2004	\$10.000	\$11.194	119
	2005	\$11.194	\$11.126	1,886
	2006	\$11.126	\$12.868	1,638
	2007	\$12.868	\$13.057	1,622
	2008	\$13.057	\$8.984	7,209
	2009	\$8.984	\$11.915	5,661
	2010	\$11.915	\$13.131	5,375
	2011	\$13.131	\$13.150	76

FTVIP FRANKLIN LARGE CAP GROWTH SECURITIES FUND--CLASS 2				
	2004	\$10.000	\$10.509	60
	2005	\$10.509	\$10.389	1,272
	2006	\$10.389	\$11.269	1,792
	2007	\$11.269	\$11.708	1,763
	2008	\$11.708	\$7.497	2,046
	2009	\$7.497	\$9.513	842
	2010	\$9.513	\$10.383	851
	2011	\$10.383	\$10.003	851

ALLSTATE ADVISOR VARIABLE ANNUITY: ALLSTATE ADVISOR CONTRACTS--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

WITH THE MAV DEATH BENEFIT OPTION, THE ENHANCED BENEFICIARY PROTECTION (ANNUAL INCREASE) OPTION, BOTH ADDED ON OR AFTER MAY 1, 2003, AND THE EARNINGS PROTECTION DEATH BENEFIT OPTION (AGE 71-79)

MORTALITY & EXPENSE = 2.0

Sub-Accounts	For the Year Ending December 31	Number of Accumulation Units		
		Unit Value at Beginning of Period	Unit Value at End of Period	

FTVIP FRANKLIN SMALL CAP VALUE SECURITIES FUND--CLASS 2				
	2003	\$11.039	\$14.507	7,052
	2004	\$14.507	\$17.559	4,525
	2005	\$17.559	\$18.682	3,877
	2006	\$18.682	\$21.377	3,743
	2007	\$21.377	\$20.408	3,681
	2008	\$20.408	\$13.370	1,603
	2009	\$13.370	\$16.890	1,578
	2010	\$16.890	\$21.183	1,573
	2011	\$21.183	\$19.941	1,514

FTVIP FRANKLIN SMALL-MID CAP GROWTH SECURITIES FUND--CLASS 2				
	2003	\$11.821	\$15.485	0
	2004	\$15.485	\$16.884	0
	2005	\$16.884	\$17.306	0
	2006	\$17.306	\$18.400	0
	2007	\$18.400	\$20.018	0
	2008	\$20.018	\$11.258	0
	2009	\$11.258	\$15.810	0
	2010	\$15.810	\$19.736	0
	2011	\$19.736	\$18.372	0

FTVIP FRANKLIN U.S. GOVERNMENT FUND--CLASS 2				
	2004	\$10.000	\$10.211	518
	2005	\$10.211	\$10.228	1,905
	2006	\$10.228	\$10.406	1,858
	2007	\$10.406	\$10.850	1,879
	2008	\$10.850	\$11.418	3,303
	2009	\$11.418	\$11.513	3,742
	2010	\$11.513	\$11.856	2,289
	2011	\$11.856	\$12.256	2,205

FTVIP MUTUAL GLOBAL DISCOVERY SECURITIES FUND--CLASS 2				
	2006	\$10.000	\$10.974	0
	2007	\$10.974	\$12.004	0
	2008	\$12.004	\$8.400	950
	2009	\$8.400	\$10.131	950
	2010	\$10.131	\$11.095	903
	2011	\$11.095	\$10.531	0

FTVIP MUTUAL SHARES SECURITIES FUND--CLASS 2				
	2003	\$10.599	\$12.638	12,747
	2004	\$12.638	\$13.923	12,480
	2005	\$13.923	\$15.057	13,367
	2006	\$15.057	\$17.435	12,578
	2007	\$17.435	\$17.644	12,151
	2008	\$17.644	\$10.853	4,560
	2009	\$10.853	\$13.381	3,358
	2010	\$13.381	\$14.553	3,390
	2011	\$14.553	\$14.087	2,711



ALLSTATE ADVISOR VARIABLE ANNUITY: ALLSTATE ADVISOR CONTRACTS--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

WITH THE MAV DEATH BENEFIT OPTION, THE ENHANCED BENEFICIARY PROTECTION (ANNUAL INCREASE) OPTION, BOTH ADDED ON OR AFTER MAY 1, 2003, AND THE EARNINGS PROTECTION DEATH BENEFIT OPTION (AGE 71-79)

MORTALITY & EXPENSE = 2.0

Sub-Accounts	Number of			
	For the Year	Accumulation Unit Value	Accumulation Unit Value	Units Outstanding
	Ending	at Beginning	at End	at End
	December 31	of Period	of Period	of Period

FTVIP TEMPLETON DEVELOPING MARKETS SECURITIES FUND--CLASS 2				
	2003	\$11.674	\$16.810	0
	2004	\$16.810	\$20.505	0
	2005	\$20.505	\$25.559	282
	2006	\$25.559	\$32.024	282
	2007	\$32.024	\$40.334	281
	2008	\$40.334	\$18.657	783
	2009	\$18.657	\$31.496	474
	2010	\$31.496	\$36.225	658
	2011	\$36.225	\$29.814	702

FTVIP TEMPLETON FOREIGN SECURITIES FUND--CLASS 2				
	2003	\$10.377	\$13.547	285
	2004	\$13.547	\$15.705	580
	2005	\$15.705	\$16.925	1,448
	2006	\$16.925	\$20.105	1,415
	2007	\$20.105	\$22.702	1,379
	2008	\$22.702	\$13.239	1,360
	2009	\$13.239	\$17.745	261
	2010	\$17.745	\$18.816	324
	2011	\$18.816	\$16.447	321

FTVIP TEMPLETON GLOBAL BOND SECURITIES FUND--CLASS 2				
	2003	\$11.583	\$12.839	0
	2004	\$12.839	\$14.409	0
	2005	\$14.409	\$13.660	0
	2006	\$13.660	\$15.069	0
	2007	\$15.069	\$16.358	0
	2008	\$16.358	\$16.993	0
	2009	\$16.993	\$19.726	0
	2010	\$19.726	\$22.082	0
	2011	\$22.082	\$21.412	0

INVESCO VAN KAMPEN V.I. CAPITAL GROWTH FUND--SERIES II				
	2003	\$9.925	\$11.693	1,278
	2004	\$11.693	\$12.212	0
	2005	\$12.212	\$12.858	0
	2006	\$12.858	\$12.907	0
	2007	\$12.907	\$14.724	0
	2008	\$14.724	\$7.328	0
	2009	\$7.328	\$11.872	0
	2010	\$11.872	\$13.885	0
	2011	\$13.885	\$12.713	0

ALLSTATE ADVISOR VARIABLE ANNUITY: ALLSTATE ADVISOR CONTRACTS--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

WITH THE MAV DEATH BENEFIT OPTION, THE ENHANCED BENEFICIARY PROTECTION (ANNUAL INCREASE) OPTION, BOTH ADDED ON OR AFTER MAY 1, 2003, AND THE EARNINGS PROTECTION DEATH BENEFIT OPTION (AGE 71-79)

MORTALITY & EXPENSE = 2.0

Sub-Accounts	For the Year Ending December 31	Number of Accumulation Units	
		Unit Value at Beginning of Period	Unit Value at End of Period
INVENCO VAN KAMPEN V.I. COMSTOCK FUND--SERIES II			
2004	\$10.000	\$11.297	0
2005	\$11.297	\$11.505	232
2006	\$11.505	\$13.059	434
2007	\$13.059	\$12.474	1,335
2008	\$12.474	\$7.832	1,417
2009	\$7.832	\$9.837	0
2010	\$9.837	\$11.132	0
2011	\$11.132	\$10.659	0
INVENCO VAN KAMPEN V.I. EQUITY AND INCOME FUND--SERIES II			
2004	\$10.000	\$10.922	0
2005	\$10.922	\$11.472	222
2006	\$11.472	\$12.633	0
2007	\$12.633	\$12.770	0
2008	\$12.770	\$9.657	188
2009	\$9.657	\$11.570	0
2010	\$11.570	\$12.678	0
2011	\$12.678	\$12.240	0
INVENCO VAN KAMPEN V.I. GROWTH AND INCOME FUND--SERIES II			
2003	\$10.775	\$13.304	1,395
2004	\$13.304	\$14.850	1,131
2005	\$14.850	\$15.937	849
2006	\$15.937	\$18.080	980
2007	\$18.080	\$18.128	1,006
2008	\$18.128	\$12.019	1,053
2009	\$12.019	\$14.590	351
2010	\$14.590	\$16.011	356
2011	\$16.011	\$15.307	359
INVENCO VAN KAMPEN V.I. MID CAP GROWTH FUND--SERIES II			
2004	\$10.000	\$11.084	1,694
2005	\$11.084	\$12.047	1,655
2006	\$12.047	\$12.364	1,701
2007	\$12.364	\$14.220	1,542
2008	\$14.220	\$7.394	1,675
2009	\$7.394	\$11.310	1,536
2010	\$11.310	\$14.079	1,461
2011	\$14.079	\$12.482	1,459
INVENCO VAN KAMPEN V.I. MID CAP VALUE FUND--SERIES I			
2004	\$10.000	\$11.260	1,108
2005	\$11.260	\$12.370	1,052
2006	\$12.370	\$14.605	952
2007	\$14.605	\$15.404	928
2008	\$15.404	\$8.845	934
2009	\$8.845	\$12.043	483
2010	\$12.043	\$14.400	533
2011	\$14.400	\$14.215	509



ALLSTATE ADVISOR VARIABLE ANNUITY: ALLSTATE ADVISOR CONTRACTS--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

WITH THE MAV DEATH BENEFIT OPTION, THE ENHANCED BENEFICIARY PROTECTION (ANNUAL INCREASE) OPTION, BOTH ADDED ON OR AFTER MAY 1, 2003, AND THE EARNINGS PROTECTION DEATH BENEFIT OPTION (AGE 71-79)

MORTALITY & EXPENSE = 2.0

		Number of		
		Accumulation	Accumulation	Units
	For the Year	Unit Value	Unit Value	Outstanding
	Ending	at Beginning	at End	at End
	December 31	of Period	of Period	of Period

Sub-Accounts

INVESCO VAN KAMPEN V.I. MID CAP VALUE FUND--SERIES II

2004	\$10.000	\$11.254	1,042
2005	\$11.254	\$12.345	1,564
2006	\$12.345	\$14.566	1,463
2007	\$14.566	\$15.348	1,384
2008	\$15.348	\$8.794	1,071
2009	\$8.794	\$11.969	854
2010	\$11.969	\$14.304	836
2011	\$14.304	\$14.107	764

LORD ABBETT SERIES FUND, INC.--BOND-DEBENTURE PORTFOLIO

2004	\$10.000	\$10.347	0
2005	\$10.347	\$10.253	260
2006	\$10.253	\$10.965	516
2007	\$10.965	\$11.387	513
2008	\$11.387	\$9.184	1,345
2009	\$9.184	\$12.066	1,324
2010	\$12.066	\$13.255	1,260
2011	\$13.255	\$13.533	401

LORD ABBETT SERIES FUND, INC.--FUNDAMENTAL EQUITY PORTFOLIO

2004	\$10.000	\$10.895	58
2005	\$10.895	\$11.398	692
2006	\$11.398	\$12.782	693
2007	\$12.782	\$13.341	673
2008	\$13.341	\$9.307	729
2009	\$9.307	\$11.468	693
2010	\$11.468	\$13.351	665
2011	\$13.351	\$12.473	665

LORD ABBETT SERIES FUND, INC.--GROWTH AND INCOME PORTFOLIO

2004	\$10.000	\$10.880	1,259
2005	\$10.880	\$10.988	1,565
2006	\$10.988	\$12.604	1,490
2007	\$12.604	\$12.750	2,366
2008	\$12.750	\$7.928	2,290
2009	\$7.928	\$9.220	1,350
2010	\$9.220	\$10.589	1,002
2011	\$10.589	\$9.728	0

LORD ABBETT SERIES FUND, INC.--GROWTH OPPORTUNITIES PORTFOLIO

2004	\$10.000	\$11.127	0
2005	\$11.127	\$11.388	27
2006	\$11.388	\$12.018	0
2007	\$12.018	\$14.255	603
2008	\$14.255	\$8.610	593
2009	\$8.610	\$12.258	105
2010	\$12.258	\$14.738	181
2011	\$14.738	\$12.967	169



ALLSTATE ADVISOR VARIABLE ANNUITY: ALLSTATE ADVISOR CONTRACTS--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

WITH THE MAV DEATH BENEFIT OPTION, THE ENHANCED BENEFICIARY PROTECTION (ANNUAL INCREASE) OPTION, BOTH ADDED ON OR AFTER MAY 1, 2003, AND THE EARNINGS PROTECTION DEATH BENEFIT OPTION (AGE 71-79)

MORTALITY & EXPENSE = 2.0

Sub-Accounts	For the Year Ending December 31	Number of Accumulation Units		Units Outstanding at End of Period
		Unit Value at Beginning of Period	Unit Value at End of Period	
LORD ABBETT SERIES FUND, INC.--MID-CAP VALUE PORTFOLIO				
	2004	\$10.000	\$11.110	1,275
	2005	\$11.110	\$11.761	1,271
	2006	\$11.761	\$12.912	1,298
	2007	\$12.912	\$12.701	1,209
	2008	\$12.701	\$7.533	138
	2009	\$7.533	\$9.329	128
	2010	\$9.329	\$11.446	36
	2011	\$11.446	\$10.746	35
OPPENHEIMER BALANCED FUND/VA--SERVICE SHARES				
	2003	\$11.104	\$13.045	973
	2004	\$13.045	\$14.009	3,172
	2005	\$14.009	\$14.206	3,195
	2006	\$14.206	\$15.405	3,150
	2007	\$15.405	\$15.591	3,216
	2008	\$15.591	\$8.598	3,352
	2009	\$8.598	\$10.226	3,564
	2010	\$10.226	\$11.270	3,632
	2011	\$11.270	\$11.066	3,624
OPPENHEIMER CAPITAL APPRECIATION FUND/VA--SERVICE SHARES				
	2003	\$10.000	\$12.248	33
	2004	\$12.248	\$12.772	1,597
	2005	\$12.772	\$13.100	838
	2006	\$13.100	\$13.799	978
	2007	\$13.799	\$15.365	957
	2008	\$15.365	\$8.166	703
	2009	\$8.166	\$11.513	178
	2010	\$11.513	\$12.291	176
	2011	\$12.291	\$11.857	182
OPPENHEIMER CORE BOND FUND/VA--SERVICE SHARES				
	2004	\$10.000	\$10.095	0
	2005	\$10.095	\$10.105	0
	2006	\$10.105	\$10.371	0
	2007	\$10.371	\$10.558	0
	2008	\$10.558	\$6.291	0
	2009	\$6.291	\$6.711	1,325
	2010	\$6.711	\$7.304	1,223
	2011	\$7.304	\$7.711	1,120

ALLSTATE ADVISOR VARIABLE ANNUITY: ALLSTATE ADVISOR CONTRACTS--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

WITH THE MAV DEATH BENEFIT OPTION, THE ENHANCED BENEFICIARY PROTECTION (ANNUAL INCREASE) OPTION, BOTH ADDED ON OR AFTER MAY 1, 2003, AND THE EARNINGS PROTECTION DEATH BENEFIT OPTION (AGE 71-79)

MORTALITY & EXPENSE = 2.0

Sub-Accounts	Accumulation Unit Value		Number of Accumulation Units	
	Ending at December 31	at Beginning of Period	at End of Period	at End of Period
OPPENHEIMER GLOBAL SECURITIES FUND/VA--SERVICE SHARES				
2003	\$10.079	\$14.181	237	
2004	\$14.181	\$16.489	227	
2005	\$16.489	\$18.397	575	
2006	\$18.397	\$21.119	571	
2007	\$21.119	\$21.910	738	
2008	\$21.910	\$12.787	730	
2009	\$12.787	\$17.429	168	
2010	\$17.429	\$19.724	516	
2011	\$19.724	\$17.648	491	
OPPENHEIMER GLOBAL STRATEGIC INCOME FUND/VA--SERVICE SHARES				
2003	\$11.243	\$12.091	4,270	
2004	\$12.091	\$12.824	8,589	
2005	\$12.824	\$12.855	10,133	
2006	\$12.855	\$13.484	10,777	
2007	\$13.484	\$14.446	10,148	
2008	\$14.446	\$12.083	7,832	
2009	\$12.083	\$13.994	5,592	
2010	\$13.994	\$15.710	5,089	
2011	\$15.710	\$15.467	2,500	
OPPENHEIMER HIGH INCOME FUND/VA--SERVICE SHARES				
2003	\$11.727	\$12.909	1,353	
2004	\$12.909	\$13.729	4,420	
2005	\$13.729	\$13.698	4,804	
2006	\$13.698	\$14.636	4,537	
2007	\$14.636	\$14.246	4,579	
2008	\$14.246	\$2.985	5,281	
2009	\$2.985	\$3.678	3,968	
2010	\$3.678	\$4.117	4,034	
2011	\$4.117	\$3.924	3,883	
OPPENHEIMER MAIN STREET FUND(R)/VA--SERVICE SHARES				
2003	\$10.460	\$12.586	2,396	
2004	\$12.586	\$13.437	4,635	
2005	\$13.437	\$13.898	5,645	
2006	\$13.898	\$15.601	5,949	
2007	\$15.601	\$15.890	5,788	
2008	\$15.890	\$9.539	5,841	
2009	\$9.539	\$11.941	4,397	
2010	\$11.941	\$13.529	4,342	
2011	\$13.529	\$13.191	4,296	

ALLSTATE ADVISOR VARIABLE ANNUITY: ALLSTATE ADVISOR CONTRACTS--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

WITH THE MAV DEATH BENEFIT OPTION, THE ENHANCED BENEFICIARY PROTECTION (ANNUAL INCREASE) OPTION, BOTH ADDED ON OR AFTER MAY 1, 2003, AND THE EARNINGS PROTECTION DEATH BENEFIT OPTION (AGE 71-79)

MORTALITY & EXPENSE = 2.0

Sub-Accounts	For the Year Ending December 31	Number of Accumulation Unit Value at Beginning of Period	Number of Accumulation Unit Value at End of Period	Units Outstanding at End of Period
<hr/>				
OPPENHEIMER MAIN STREET SMALL- & MID-CAP FUND(R)/VA--SERVICE SHARES FORMERLY, OPPENHEIMER MAIN STREET SMALL CAP FUND(R)/VA--SERVICE SHARES				
	2003	\$10.710	\$14.608	2,493
	2004	\$14.608	\$17.029	1,308
	2005	\$17.029	\$18.275	1,603
	2006	\$18.275	\$20.496	1,193
	2007	\$20.496	\$19.766	1,204
	2008	\$19.766	\$11.985	1,162
	2009	\$11.985	\$16.046	1,186
	2010	\$16.046	\$19.314	1,159
	2011	\$19.314	\$18.442	1,113
<hr/>				
OPPENHEIMER SMALL- & MID-CAP GROWTH FUND/VA--SERVICE SHARES				
	2003	\$10.337	\$12.344	678
	2004	\$12.344	\$14.419	677
	2005	\$14.419	\$15.795	834
	2006	\$15.795	\$15.867	832
	2007	\$15.867	\$16.455	831
	2008	\$16.455	\$8.174	829
	2009	\$8.174	\$10.574	813
	2010	\$10.574	\$13.151	673
	2011	\$13.151	\$12.972	673
<hr/>				
PUTNAM VT EQUITY INCOME FUND--CLASS IB				
	2009	\$10.000	\$12.244	422
	2010	\$12.244	\$13.486	416
	2011	\$13.486	\$13.445	406
<hr/>				
PUTNAM VT GEORGE PUTNAM BALANCED FUND--CLASS IB				
	2003	\$10.678	\$12.037	4,283
	2004	\$12.037	\$12.740	5,947
	2005	\$12.740	\$12.960	4,812
	2006	\$12.960	\$14.188	4,957
	2007	\$14.188	\$14.008	5,071
	2008	\$14.008	\$8.122	5,017
	2009	\$8.122	\$9.980	5,280
	2010	\$9.980	\$10.818	5,433
	2011	\$10.818	\$10.875	5,357
<hr/>				
PUTNAM VT GLOBAL ASSET ALLOCATION FUND--CLASS IB				
	2003	\$10.748	\$12.385	0
	2004	\$12.385	\$13.218	116
	2005	\$13.218	\$13.831	2,636
	2006	\$13.831	\$15.268	2,800
	2007	\$15.268	\$15.371	2,792
	2008	\$15.371	\$10.024	2,790
	2009	\$10.024	\$13.257	2,774
	2010	\$13.257	\$14.871	2,765
	2011	\$14.871	\$14.485	2,760



ALLSTATE ADVISOR VARIABLE ANNUITY: ALLSTATE ADVISOR CONTRACTS--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

WITH THE MAV DEATH BENEFIT OPTION, THE ENHANCED BENEFICIARY PROTECTION (ANNUAL INCREASE) OPTION, BOTH ADDED ON OR AFTER MAY 1, 2003, AND THE EARNINGS PROTECTION DEATH BENEFIT OPTION (AGE 71-79)

MORTALITY & EXPENSE = 2.0

Sub-Accounts	For the Year Ending December 31	Number of Accumulation Units		
		Unit Value at Beginning of Period	Unit Value at End of Period	Units Outstanding at End of Period

PUTNAM VT GLOBAL HEALTH CARE FUND--CLASS IB				
	2003	\$10.230	\$11.260	0
	2004	\$11.260	\$11.798	0
	2005	\$11.798	\$13.063	0
	2006	\$13.063	\$13.135	0
	2007	\$13.135	\$12.769	0
	2008	\$12.769	\$10.356	0
	2009	\$10.356	\$12.764	0
	2010	\$12.764	\$12.792	0
	2011	\$12.792	\$12.365	0

PUTNAM VT GLOBAL UTILITIES FUND--CLASS IB				
	2003	\$11.642	\$14.004	118
	2004	\$14.004	\$16.656	265
	2005	\$16.656	\$17.690	261
	2006	\$17.690	\$21.981	253
	2007	\$21.981	\$25.785	223
	2008	\$25.785	\$17.530	217
	2009	\$17.530	\$18.407	207
	2010	\$18.407	\$18.334	220
	2011	\$18.334	\$16.964	237

PUTNAM VT GROWTH AND INCOME FUND--CLASS IB				
	2003	\$10.989	\$13.454	1,648
	2004	\$13.454	\$14.621	1,792
	2005	\$14.621	\$15.050	2,221
	2006	\$15.050	\$17.064	2,310
	2007	\$17.064	\$15.680	2,411
	2008	\$15.680	\$9.401	1,319
	2009	\$9.401	\$11.937	1,262
	2010	\$11.937	\$13.354	1,250
	2011	\$13.354	\$12.456	1,241

PUTNAM VT HIGH YIELD FUND--CLASS IB				
	2003	\$11.861	\$13.294	1,125
	2004	\$13.294	\$14.374	4,411
	2005	\$14.374	\$14.495	3,459
	2006	\$14.495	\$15.671	3,201
	2007	\$15.671	\$15.754	3,211
	2008	\$15.754	\$11.392	1,049
	2009	\$11.392	\$16.735	1,632
	2010	\$16.735	\$18.667	1,594
	2011	\$18.667	\$18.579	1,512

ALLSTATE ADVISOR VARIABLE ANNUITY: ALLSTATE ADVISOR CONTRACTS--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

WITH THE MAV DEATH BENEFIT OPTION, THE ENHANCED BENEFICIARY PROTECTION (ANNUAL INCREASE) OPTION, BOTH ADDED ON OR AFTER MAY 1, 2003, AND THE EARNINGS PROTECTION DEATH BENEFIT OPTION (AGE 71-79)

MORTALITY & EXPENSE = 2.0

Sub-Accounts	For the Year Ending December 31	Number of Accumulation Units	
		Unit Value at Beginning of Period	Unit Value at End of Period
PUTNAM VT INCOME FUND--CLASS IB			
2003	\$10.352	\$10.403	2,859
2004	\$10.403	\$10.626	10,273
2005	\$10.626	\$10.639	11,645
2006	\$10.639	\$10.877	12,594
2007	\$10.877	\$11.194	12,384
2008	\$11.194	\$8.329	7,522
2009	\$8.329	\$11.948	4,690
2010	\$11.948	\$12.839	4,914
2011	\$12.839	\$13.187	4,669
PUTNAM VT INTERNATIONAL EQUITY FUND--CLASS IB			
2003	\$10.571	\$13.331	3,933
2004	\$13.331	\$15.151	1,561
2005	\$15.151	\$16.628	1,446
2006	\$16.628	\$20.774	1,480
2007	\$20.774	\$22.016	1,750
2008	\$22.016	\$12.069	750
2009	\$12.069	\$14.712	725
2010	\$14.712	\$15.833	590
2011	\$15.833	\$12.864	588
PUTNAM VT INVESTORS FUND--CLASS IB			
2003	\$10.688	\$12.942	417
2004	\$12.942	\$14.259	3,302
2005	\$14.259	\$15.176	2,975
2006	\$15.176	\$16.913	2,889
2007	\$16.913	\$15.686	2,800
2008	\$15.686	\$9.274	2,641
2009	\$9.274	\$11.867	2,515
2010	\$11.867	\$13.223	2,464
2011	\$13.223	\$12.940	2,359
PUTNAM VT MONEY MARKET FUND--CLASS IB			
2003	\$9.933	\$9.815	158
2004	\$9.815	\$9.664	7,242
2005	\$9.664	\$9.692	8,142
2006	\$9.692	\$9.897	9,943
2007	\$9.897	\$10.142	8,870
2008	\$10.142	\$10.175	6,205
2009	\$10.175	\$9.973	7,393
2010	\$9.973	\$9.758	5,755
2011	\$9.758	\$9.546	5,402

ALLSTATE ADVISOR VARIABLE ANNUITY: ALLSTATE ADVISOR CONTRACTS--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

WITH THE MAV DEATH BENEFIT OPTION, THE ENHANCED BENEFICIARY PROTECTION (ANNUAL INCREASE) OPTION, BOTH ADDED ON OR AFTER MAY 1, 2003, AND THE EARNINGS PROTECTION DEATH BENEFIT OPTION (AGE 71-79)

MORTALITY & EXPENSE = 2.0

Sub-Accounts	For the Year Ending December 31	Number of Accumulation Units		Units Outstanding at End of Period
		Unit Value at Beginning of Period	Unit Value at End of Period	

PUTNAM VT MULTI-CAP GROWTH FUND--CLASS IB				
	2003	\$10.975	\$13.445	196
	2004	\$13.445	\$14.506	489
	2005	\$14.506	\$15.609	82
	2006	\$15.609	\$16.574	80
	2007	\$16.574	\$17.140	76
	2008	\$17.140	\$10.268	0
	2009	\$10.268	\$13.271	0
	2010	\$13.271	\$15.520	513
	2011	\$15.520	\$14.409	506

PUTNAM VT NEW VALUE FUND--CLASS IB				
	2003	\$11.317	\$14.518	107
	2004	\$14.518	\$16.391	948
	2005	\$16.391	\$16.978	905
	2006	\$16.978	\$19.267	1,051
	2007	\$19.267	\$17.922	1,086
	2008	\$17.922	\$9.683	880
	2009	\$9.683	\$9.110	0

PUTNAM VT RESEARCH FUND--CLASS IB				
	2003	\$10.837	\$13.046	124
	2004	\$13.046	\$13.725	580
	2005	\$13.725	\$14.098	619
	2006	\$14.098	\$15.350	639
	2007	\$15.350	\$15.096	661
	2008	\$15.096	\$9.074	563
	2009	\$9.074	\$11.820	502
	2010	\$11.820	\$13.455	474
	2011	\$13.455	\$12.931	466

PUTNAM VT VISTA FUND--CLASS IB				
	2003	\$10.794	\$13.510	434
	2004	\$13.510	\$15.673	969
	2005	\$15.673	\$17.194	524
	2006	\$17.194	\$17.735	528
	2007	\$17.735	\$18.005	523
	2008	\$18.005	\$9.590	509
	2009	\$9.590	\$13.014	490
	2010	\$13.014	\$14.806	0

ALLSTATE ADVISOR VARIABLE ANNUITY: ALLSTATE ADVISOR CONTRACTS--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

WITH THE MAV DEATH BENEFIT OPTION, THE ENHANCED BENEFICIARY PROTECTION (ANNUAL INCREASE) OPTION, BOTH ADDED ON OR AFTER MAY 1, 2003, AND THE EARNINGS PROTECTION DEATH BENEFIT OPTION (AGE 71-79)

MORTALITY & EXPENSE = 2.0

Sub-Accounts	For the Year Ending December 31	Number of Accumulation Units		Units Outstanding at End of Period
		Unit Value at Beginning of Period	Unit Value at End of Period	

PUTNAM VT VOYAGER FUND--CLASS IB				
	2003	\$10.574	\$12.351	5,778
	2004	\$12.351	\$12.688	2,080
	2005	\$12.688	\$13.118	2,864
	2006	\$13.118	\$13.529	3,165
	2007	\$13.529	\$13.961	3,139
	2008	\$13.961	\$8.598	1,766
	2009	\$8.598	\$13.784	1,946
	2010	\$13.784	\$16.286	2,107
	2011	\$16.286	\$13.087	2,128

UIF EMERGING MARKETS DEBT PORTFOLIO, CLASS II				
	2003	\$12.285	\$13.821	0
	2004	\$13.821	\$14.881	1,477
	2005	\$14.881	\$16.322	1,382
	2006	\$16.322	\$17.691	1,351
	2007	\$17.691	\$18.407	1,247
	2008	\$18.407	\$15.307	1,282
	2009	\$15.307	\$19.481	925
	2010	\$19.481	\$20.910	914
	2011	\$20.910	\$21.862	829

UIF GLOBAL FRANCHISE PORTFOLIO, CLASS II				
	2003	\$10.000	\$10.000	0
	2004	\$10.000	\$11.030	0
	2005	\$11.030	\$12.081	0
	2006	\$12.081	\$14.359	475
	2007	\$14.359	\$15.417	475
	2008	\$15.417	\$10.715	0
	2009	\$10.715	\$13.579	0
	2010	\$13.579	\$15.147	0
	2011	\$15.147	\$16.157	0

UIF GROWTH PORTFOLIO, CLASS I				
FORMERLY, UIF CAPITAL GROWTH PORTFOLIO, CLASS I				
	2004	\$10.000	\$10.719	388
	2005	\$10.719	\$12.133	407
	2006	\$12.133	\$12.355	443
	2007	\$12.355	\$14.730	430
	2008	\$14.730	\$7.320	1,747
	2009	\$7.320	\$11.854	1,642
	2010	\$11.854	\$14.245	1,537
	2011	\$14.245	\$13.544	1,442

ALLSTATE ADVISOR VARIABLE ANNUITY: ALLSTATE ADVISOR CONTRACTS--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

WITH THE MAV DEATH BENEFIT OPTION, THE ENHANCED BENEFICIARY PROTECTION (ANNUAL INCREASE) OPTION, BOTH ADDED ON OR AFTER MAY 1, 2003, AND THE EARNINGS PROTECTION DEATH BENEFIT OPTION (AGE 71-79)

MORTALITY & EXPENSE = 2.0

Sub-Accounts	Accumulation Unit Value		Number of Units	
	Ending December 31	at Beginning of Period	at End of Period	at End of Period

UIF GROWTH PORTFOLIO, CLASS II				
FORMERLY, UIF CAPITAL GROWTH PORTFOLIO, CLASS II				
2004	\$10.000	\$10.694	1,255	
2005	\$10.694	\$12.080	1,700	
2006	\$12.080	\$12.266	1,083	
2007	\$12.266	\$14.595	864	
2008	\$14.595	\$7.231	0	
2009	\$7.231	\$11.679	0	
2010	\$11.679	\$14.007	0	
2011	\$14.007	\$13.284	0	

UIF MID CAP GROWTH PORTFOLIO, CLASS II				
2006	\$10.000	\$9.793	0	
2007	\$9.793	\$11.743	0	
2008	\$11.743	\$6.108	1,756	
2009	\$6.108	\$9.402	1,568	
2010	\$9.402	\$12.164	1,428	
2011	\$12.164	\$11.044	1,386	

UIF SMALL COMPANY GROWTH PORTFOLIO, CLASS II				
2003	\$10.000	\$13.538	1,345	
2004	\$13.538	\$15.751	1,461	
2005	\$15.751	\$17.392	1,402	
2006	\$17.392	\$19.025	1,359	
2007	\$19.025	\$19.158	1,371	
2008	\$19.158	\$11.161	1,449	
2009	\$11.161	\$16.008	1,333	
2010	\$16.008	\$19.816	1,317	
2011	\$19.816	\$17.694	1,256	

UIF U.S. REAL ESTATE PORTFOLIO, CLASS II				
2003	\$11.376	\$14.455	1,499	
2004	\$14.455	\$19.239	2,484	
2005	\$19.239	\$21.972	2,279	
2006	\$21.972	\$29.588	1,822	
2007	\$29.588	\$23.938	2,051	
2008	\$23.938	\$14.502	1,387	
2009	\$14.502	\$18.226	1,178	
2010	\$18.226	\$23.092	1,063	
2011	\$23.092	\$23.866	1,001	

VAN KAMPEN LIT MONEY MARKET PORTFOLIO--CLASS II				
2003	\$10.000	\$10.000	0	
2004	\$10.000	\$9.835	4,172	
2005	\$9.835	\$9.854	3,349	
2006	\$9.854	\$10.040	2,852	
2007	\$10.040	\$10.257	2,651	
2008	\$10.257	\$10.212	2,030	
2009	\$10.212	\$9.997	0	

* The Accumulation Unit Values in this table reflect a mortality and expense risk charge of 2.00% and an administrative expense charge of 0.19%.



ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.4

Sub-Accounts	Number of			
	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Units Outstanding at End of Period

FIDELITY VIP CONTRAFUND(R) PORTFOLIO--SERVICE CLASS 2				
2006	\$10.000	\$10.270		283,913
2007	\$10.270	\$11.854		439,032
2008	\$11.854	\$6.685		480,294
2009	\$6.685	\$8.913		414,170
2010	\$8.913	\$10.256		390,878
2011	\$10.256	\$9.812		328,026

FIDELITY VIP FREEDOM 2010 PORTFOLIO--SERVICE CLASS 2				
2006	\$10.000	\$10.462		4,820
2007	\$10.462	\$11.161		4,337
2008	\$11.161	\$8.219		21,445
2009	\$8.219	\$10.026		20,638
2010	\$10.026	\$11.105		24,739
2011	\$11.105	\$10.882		31,381

FIDELITY VIP FREEDOM 2020 PORTFOLIO--SERVICE CLASS 2				
2006	\$10.000	\$10.491		3,082
2007	\$10.491	\$11.353		24,445
2008	\$11.353	\$7.507		76,943
2009	\$7.507	\$9.497		42,398
2010	\$9.497	\$10.686		24,372
2011	\$10.686	\$10.385		20,099

FIDELITY VIP FREEDOM 2030 PORTFOLIO--SERVICE CLASS 2				
2006	\$10.000	\$10.500		11,481
2007	\$10.500	\$11.477		15,501
2008	\$11.477	\$6.983		16,534
2009	\$6.983	\$9.015		14,671
2010	\$9.015	\$10.281		11,064
2011	\$10.281	\$9.832		11,005

FIDELITY VIP FREEDOM INCOME PORTFOLIO--SERVICE CLASS 2				
2006	\$10.000	\$10.352		519
2007	\$10.352	\$10.789		26,730
2008	\$10.789	\$9.481		28,748
2009	\$9.481	\$10.696		42,972
2010	\$10.696	\$11.290		26,391
2011	\$11.290	\$11.265		16,487

FIDELITY VIP GROWTH STOCK PORTFOLIO--SERVICE CLASS 2				
2006	\$10.000	\$9.746		5,960
2007	\$9.746	\$11.730		9,721
2008	\$11.730	\$6.375		14,136
2009	\$6.375	\$9.061		11,849
2010	\$9.061	\$10.680		28,798
2011	\$10.680	\$10.557		6,595

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING

FOR EACH VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.4

Sub-Accounts	For the Year Ending at December 31	Number of Accumulation Units		Units Outstanding at End of Period
		Unit Value at Beginning of Period	Unit Value at End of Period	

FIDELITY VIP INDEX 500 PORTFOLIO--SERVICE CLASS 2				
	2006	\$10.000	\$10.824	20,407
	2007	\$10.824	\$11.203	123,148
	2008	\$11.203	\$6.928	109,337
	2009	\$6.928	\$8.611	97,080
	2010	\$8.611	\$9.722	76,446
	2011	\$9.722	\$9.738	69,814

FIDELITY VIP MID CAP PORTFOLIO--SERVICE CLASS 2				
	2006	\$10.000	\$9.879	86,590
	2007	\$9.879	\$11.212	104,391
	2008	\$11.212	\$6.663	132,298
	2009	\$6.663	\$9.164	126,233
	2010	\$9.164	\$11.595	127,785
	2011	\$11.595	\$10.173	99,189

FTVIP FRANKLIN GROWTH AND INCOME SECURITIES FUND--CLASS 2				
	2002	\$10.000	\$10.853	903
	2003	\$10.853	\$13.425	204,532
	2004	\$13.425	\$14.614	239,720
	2005	\$14.614	\$14.888	216,067
	2006	\$14.888	\$17.107	540,890
	2007	\$17.107	\$16.210	496,501
	2008	\$16.210	\$10.345	358,524
	2009	\$10.345	\$12.884	320,788
	2010	\$12.884	\$14.795	269,363
	2011	\$14.795	\$14.910	221,946

FTVIP FRANKLIN INCOME SECURITIES FUND--CLASS 2				
	2004	\$10.000	\$11.240	20,529
	2005	\$11.240	\$11.240	107,691
	2006	\$11.240	\$13.079	1,218,293
	2007	\$13.079	\$13.354	1,368,496
	2008	\$13.354	\$9.244	1,325,003
	2009	\$9.244	\$12.335	1,176,879
	2010	\$12.335	\$13.677	1,056,219
	2011	\$13.677	\$13.781	908,749

FTVIP FRANKLIN LARGE CAP GROWTH SECURITIES FUND--CLASS 2				
	2004	\$10.000	\$10.525	5,010
	2005	\$10.525	\$10.468	53,966
	2006	\$10.468	\$11.425	762,291
	2007	\$11.425	\$11.943	867,606
	2008	\$11.943	\$7.695	791,913
	2009	\$7.695	\$9.824	661,491
	2010	\$9.824	\$10.788	589,255
	2011	\$10.788	\$10.457	538,908

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING

FOR EACH VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.4

Sub-Accounts	Number of			
	For the Year Ending December 31	Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Units Outstanding at End of Period

FTVIP FRANKLIN SMALL CAP VALUE SECURITIES FUND--CLASS 2				
	2002	\$10.000	\$11.228	1,221
	2003	\$11.228	\$14.599	109,873
	2004	\$14.599	\$17.778	78,714
	2005	\$17.778	\$19.031	91,305
	2006	\$19.031	\$21.909	293,264
	2007	\$21.909	\$21.046	271,427
	2008	\$21.046	\$13.873	238,542
	2009	\$13.873	\$17.632	203,382
	2010	\$17.632	\$22.249	178,119
	2011	\$22.249	\$21.073	159,996

FTVIP FRANKLIN SMALL-MID CAP GROWTH SECURITIES FUND--CLASS 2				
	2002	\$10.000	\$11.538	290
	2003	\$11.538	\$15.583	12,058
	2004	\$15.583	\$17.095	23,996
	2005	\$17.095	\$17.630	21,758
	2006	\$17.630	\$18.858	10,502
	2007	\$18.858	\$20.643	7,403
	2008	\$20.643	\$11.681	7,971
	2009	\$11.681	\$16.505	6,474
	2010	\$16.505	\$20.730	6,329
	2011	\$20.730	\$19.415	5,300

FTVIP FRANKLIN U.S. GOVERNMENT FUND--CLASS 2				
	2004	\$10.000	\$10.253	9,294
	2005	\$10.253	\$10.333	19,913
	2006	\$10.333	\$10.577	187,553
	2007	\$10.577	\$11.096	248,011
	2008	\$11.096	\$11.748	319,693
	2009	\$11.748	\$11.919	489,931
	2010	\$11.919	\$12.350	474,324
	2011	\$12.350	\$12.844	442,131

FTVIP MUTUAL GLOBAL DISCOVERY SECURITIES FUND--CLASS 2				
	2006	\$10.000	\$11.019	119,365
	2007	\$11.019	\$12.127	189,293
	2008	\$12.127	\$8.538	209,202
	2009	\$8.538	\$10.362	204,171
	2010	\$10.362	\$11.417	203,468
	2011	\$11.417	\$10.903	165,956

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING

FOR EACH VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.4

Sub-Accounts	Number of			
	For the Year	Unit Value	Unit Value	Units
	Ending	at Beginning	at End	Outstanding
	December 31	of Period	of Period	of Period

FTVIP MUTUAL SHARES SECURITIES FUND--CLASS 2				
2002	\$10.000	\$10.327		4,512
2003	\$10.327	\$12.718		203,839
2004	\$12.718	\$14.097		154,189
2005	\$14.097	\$15.338		187,550
2006	\$15.338	\$17.869		682,906
2007	\$17.869	\$18.195		703,665
2008	\$18.195	\$11.261		570,057
2009	\$11.261	\$13.969		456,695
2010	\$13.969	\$15.286		413,760
2011	\$15.286	\$14.886		328,778

FTVIP TEMPLETON DEVELOPING MARKETS SECURITIES FUND--CLASS 2				
2002	\$10.000	\$11.236		101
2003	\$11.236	\$16.917		58,107
2004	\$16.917	\$20.762		14,136
2005	\$20.762	\$26.037		17,133
2006	\$26.037	\$32.822		112,374
2007	\$32.822	\$41.594		130,198
2008	\$41.594	\$19.358		97,736
2009	\$19.358	\$32.879		82,067
2010	\$32.879	\$38.048		74,938
2011	\$38.048	\$31.506		70,883

FTVIP TEMPLETON FOREIGN SECURITIES FUND--CLASS 2				
2002	\$10.000	\$10.477		1,484
2003	\$10.477	\$13.633		79,873
2004	\$13.633	\$15.902		59,175
2005	\$15.902	\$17.241		93,972
2006	\$17.241	\$20.606		530,191
2007	\$20.606	\$23.411		597,641
2008	\$23.411	\$13.736		554,748
2009	\$13.736	\$18.525		462,135
2010	\$18.525	\$19.763		416,002
2011	\$19.763	\$17.381		349,257

FTVIP TEMPLETON GLOBAL BOND SECURITIES FUND--CLASS 2				
2002	\$10.000	\$10.723		0
2003	\$10.723	\$12.921		3,305
2004	\$12.921	\$14.589		8,097
2005	\$14.589	\$13.916		7,980
2006	\$13.916	\$15.444		3,331
2007	\$15.444	\$16.870		3,277
2008	\$16.870	\$17.632		4,741
2009	\$17.632	\$20.593		16,455
2010	\$20.593	\$23.194		16,292
2011	\$23.194	\$22.627		12,353

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING

FOR EACH VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.4

Sub-Accounts	Number of			Units Outstanding at End of Period
	For the Year Ending at December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	

INVESCO VAN KAMPEN V.I. CAPITAL GROWTH FUND--SERIES II				
	2002	\$10.000	\$9.412	226
	2003	\$9.412	\$11.767	49,664
	2004	\$11.767	\$12.365	54,076
	2005	\$12.365	\$13.098	53,013
	2006	\$13.098	\$13.229	171,720
	2007	\$13.229	\$15.184	151,568
	2008	\$15.184	\$7.603	112,940
	2009	\$7.603	\$12.394	91,359
	2010	\$12.394	\$14.584	83,468
	2011	\$14.584	\$13.435	71,038

INVESCO VAN KAMPEN V.I. COMSTOCK FUND--SERIES II				
	2004	\$10.000	\$11.343	14,269
	2005	\$11.343	\$11.622	47,730
	2006	\$11.622	\$13.273	633,111
	2007	\$13.273	\$12.757	537,385
	2008	\$12.757	\$8.059	477,119
	2009	\$8.059	\$10.184	420,385
	2010	\$10.184	\$11.596	363,992
	2011	\$11.596	\$11.171	274,028

INVESCO VAN KAMPEN V.I. EQUITY AND INCOME FUND--SERIES II				
	2004	\$10.000	\$10.967	16,162
	2005	\$10.967	\$11.589	29,002
	2006	\$11.589	\$12.840	280,682
	2007	\$12.840	\$13.060	347,010
	2008	\$13.060	\$9.937	331,539
	2009	\$9.937	\$11.978	319,241
	2010	\$11.978	\$13.206	288,945
	2011	\$13.206	\$12.827	218,094

INVESCO VAN KAMPEN V.I. GROWTH AND INCOME FUND--SERIES II				
	2002	\$10.000	\$10.655	3,194
	2003	\$10.655	\$13.388	152,359
	2004	\$13.388	\$15.035	119,515
	2005	\$15.035	\$16.235	127,047
	2006	\$16.235	\$18.530	443,130
	2007	\$18.530	\$18.694	418,529
	2008	\$18.694	\$12.471	341,355
	2009	\$12.471	\$15.231	303,451
	2010	\$15.231	\$16.817	282,302
	2011	\$16.817	\$16.176	248,084

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING

FOR EACH VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.4

Sub-Accounts	Number of			
	For the Year	Unit Value	Accumulation Unit Value	Units Outstanding
	Ending	at Beginning	at End	at End
	December 31	of Period	of Period	of Period

INVESCO VAN KAMPEN V.I. MID CAP GROWTH FUND--SERIES II

2004	\$10.000	\$11.130	46,225
2005	\$11.130	\$12.171	43,238
2006	\$12.171	\$12.567	40,593
2007	\$12.567	\$14.543	31,988
2008	\$14.543	\$7.609	24,363
2009	\$7.609	\$11.709	22,391
2010	\$11.709	\$14.665	20,707
2011	\$14.665	\$13.082	18,347

INVESCO VAN KAMPEN V.I. MID CAP VALUE FUND--SERIES I

2004	\$10.000	\$11.306	58,610
2005	\$11.306	\$12.497	51,537
2006	\$12.497	\$14.844	112,320
2007	\$14.844	\$15.753	100,885
2008	\$15.753	\$9.101	86,957
2009	\$9.101	\$12.468	80,040
2010	\$12.468	\$14.999	74,826
2011	\$14.999	\$14.897	33,214

INVESCO VAN KAMPEN V.I. MID CAP VALUE FUND--SERIES II

2004	\$10.000	\$11.300	14,404
2005	\$11.300	\$12.472	20,338
2006	\$12.472	\$14.805	114,995
2007	\$14.805	\$15.697	163,770
2008	\$15.697	\$9.049	159,408
2009	\$9.049	\$12.392	137,628
2010	\$12.392	\$14.900	113,213
2011	\$14.900	\$14.785	96,736

LORD ABBETT SERIES FUND, INC.--BOND-DEBENTURE PORTFOLIO

2004	\$10.000	\$10.363	5,743
2005	\$10.363	\$10.332	42,214
2006	\$10.332	\$11.116	348,673
2007	\$11.116	\$11.615	442,802
2008	\$11.615	\$9.426	376,145
2009	\$9.426	\$12.459	332,066
2010	\$12.459	\$13.771	301,339
2011	\$13.771	\$14.147	255,685

LORD ABBETT SERIES FUND, INC.--FUNDAMENTAL EQUITY PORTFOLIO

2004	\$10.000	\$10.912	5,559
2005	\$10.912	\$11.485	7,084
2006	\$11.485	\$12.958	137,579
2007	\$12.958	\$13.608	130,324
2008	\$13.608	\$9.552	134,300
2009	\$9.552	\$11.842	109,583
2010	\$11.842	\$13.871	95,400
2011	\$13.871	\$13.038	88,093

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.4

Sub-Accounts	For the Year Ending December 31	Unit Value at Beginning of Period	Number of Accumulation Units at End of Period	Unit Value at End of Period	Units Outstanding at End of Period
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LORD ABBETT SERIES FUND, INC.--GROWTH AND INCOME PORTFOLIO

2004	\$10.000	\$10.896	1,993
2005	\$10.896	\$11.072	40,840
2006	\$11.072	\$12.778	435,257
2007	\$12.778	\$13.006	437,477
2008	\$13.006	\$8.137	375,485
2009	\$8.137	\$9.521	333,553
2010	\$9.521	\$11.001	275,904
2011	\$11.001	\$10.169	220,574

LORD ABBETT SERIES FUND, INC.--GROWTH OPPORTUNITIES PORTFOLIO

2004	\$10.000	\$11.144	268
2005	\$11.144	\$11.475	7,646
2006	\$11.475	\$12.184	104,562
2007	\$12.184	\$14.541	150,622
2008	\$14.541	\$8.837	157,421
2009	\$8.837	\$12.658	127,029
2010	\$12.658	\$15.312	111,055
2011	\$15.312	\$13.555	76,483

LORD ABBETT SERIES FUND, INC.--MID-CAP VALUE PORTFOLIO

2004	\$10.000	\$11.127	1,679
2005	\$11.127	\$11.851	48,962
2006	\$11.851	\$13.090	439,310
2007	\$13.090	\$12.955	414,136
2008	\$12.955	\$7.732	385,510
2009	\$7.732	\$9.634	313,448
2010	\$9.634	\$11.892	279,411
2011	\$11.892	\$11.233	229,133

OPPENHEIMER BALANCED FUND/VA--SERVICE SHARES

2002	\$10.000	\$10.699	381
2003	\$10.699	\$13.128	118,638
2004	\$13.128	\$14.184	99,388
2005	\$14.184	\$14.472	112,333
2006	\$14.472	\$15.789	286,137
2007	\$15.789	\$16.078	289,544
2008	\$16.078	\$8.921	200,630
2009	\$8.921	\$10.676	127,991
2010	\$10.676	\$11.838	117,180
2011	\$11.838	\$11.695	101,343

OPPENHEIMER CAPITAL APPRECIATION FUND/VA--SERVICE SHARES

2003	\$10.000	\$12.298	127,891
2004	\$12.298	\$12.903	60,080
2005	\$12.903	\$13.316	80,633
2006	\$13.316	\$14.111	831,237
2007	\$14.111	\$15.810	733,219
2008	\$15.810	\$8.454	552,440
2009	\$8.454	\$11.993	462,878
2010	\$11.993	\$12.881	415,802
2011	\$12.881	\$12.503	321,140



ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING

FOR EACH VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.4

Sub-Accounts	Number of		
	For the Year	Accumulation Unit Value	Accumulation Units
	Ending at	at Beginning	at End
	December 31	of Period	of Period
		of Period	of Period

OPPENHEIMER CORE BOND FUND/VA--SERVICE SHARES			
2004	\$10.000	\$10.110	18
2005	\$10.110	\$10.182	6,577
2006	\$10.182	\$10.515	416,500
2007	\$10.515	\$10.770	725,278
2008	\$10.770	\$6.457	718,452
2009	\$6.457	\$6.929	739,474
2010	\$6.929	\$7.589	603,480
2011	\$7.589	\$8.060	487,812

OPPENHEIMER GLOBAL SECURITIES FUND/VA--SERVICE SHARES			
2002	\$10.000	\$10.150	1,468
2003	\$10.150	\$14.270	71,158
2004	\$14.270	\$16.695	79,066
2005	\$16.695	\$18.740	73,144
2006	\$18.740	\$21.645	182,436
2007	\$21.645	\$22.595	161,936
2008	\$22.595	\$13.267	117,070
2009	\$13.267	\$18.195	102,975
2010	\$18.195	\$20.717	85,054
2011	\$20.717	\$18.650	74,086

OPPENHEIMER GLOBAL STRATEGIC INCOME FUND/VA--SERVICE SHARES			
2002	\$10.000	\$10.553	2,732
2003	\$10.553	\$12.168	218,046
2004	\$12.168	\$12.984	182,539
2005	\$12.984	\$13.095	227,958
2006	\$13.095	\$13.820	936,505
2007	\$13.820	\$14.898	898,573
2008	\$14.898	\$12.537	714,766
2009	\$12.537	\$14.609	670,287
2010	\$14.609	\$16.501	582,180
2011	\$16.501	\$16.344	475,810

OPPENHEIMER HIGH INCOME FUND/VA--SERVICE SHARES			
2002	\$10.000	\$10.663	2,578
2003	\$10.663	\$12.991	158,346
2004	\$12.991	\$13.901	108,252
2005	\$13.901	\$13.955	102,339
2006	\$13.955	\$15.000	226,400
2007	\$15.000	\$14.691	214,333
2008	\$14.691	\$3.098	410,839
2009	\$3.098	\$3.840	412,793
2010	\$3.840	\$4.324	361,109
2011	\$4.324	\$4.147	316,812

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING

FOR EACH VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.4

Sub-Accounts	For the Year Ending December 31	Number of Accumulation Units Outstanding		
		Unit Value at Beginning of Period	Unit Value at End of Period	Units at End of Period

OPPENHEIMER MAIN STREET FUND(R)/VA--SERVICE SHARES				
	2002	\$10.000	\$10.179	776
	2003	\$10.179	\$12.666	331,015
	2004	\$12.666	\$13.604	209,165
	2005	\$13.604	\$14.157	230,257
	2006	\$14.157	\$15.989	723,778
	2007	\$15.989	\$16.387	716,425
	2008	\$16.387	\$9.897	655,439
	2009	\$9.897	\$12.466	584,230
	2010	\$12.466	\$14.210	509,223
	2011	\$14.210	\$13.940	448,432

OPPENHEIMER MAIN STREET SMALL- & MID-CAP FUND(R)/VA--SERVICE SHARES FORMERLY, OPPENHEIMER MAIN STREET SMALL CAP FUND(R)/VA--SERVICE SHARES				
	2002	\$10.000	\$10.356	1,102
	2003	\$10.356	\$14.701	95,842
	2004	\$14.701	\$17.242	57,383
	2005	\$17.242	\$18.617	65,352
	2006	\$18.617	\$21.007	277,326
	2007	\$21.007	\$20.384	252,656
	2008	\$20.384	\$12.436	188,278
	2009	\$12.436	\$16.752	149,396
	2010	\$16.752	\$20.286	121,390
	2011	\$20.286	\$19.489	105,259

OPPENHEIMER SMALL- & MID-CAP GROWTH FUND/VA--SERVICE SHARES				
	2002	\$10.000	\$10.063	6
	2003	\$10.063	\$12.422	43,239
	2004	\$12.422	\$14.600	24,359
	2005	\$14.600	\$16.090	27,814
	2006	\$16.090	\$16.263	59,133
	2007	\$16.263	\$16.969	58,286
	2008	\$16.969	\$8.481	43,515
	2009	\$8.481	\$11.038	34,131
	2010	\$11.038	\$13.814	28,946
	2011	\$13.814	\$13.708	31,963

PUTNAM VT EQUITY INCOME FUND--CLASS IB				
	2009	\$10.000	\$12.783	270,276
	2010	\$12.783	\$14.165	240,229
	2011	\$14.165	\$14.208	203,258

PUTNAM VT GEORGE PUTNAM BALANCED FUND--CLASS IB				
	2002	\$10.000	\$10.517	4,392
	2003	\$10.517	\$12.113	147,503
	2004	\$12.113	\$12.899	131,257
	2005	\$12.899	\$13.202	148,439
	2006	\$13.202	\$14.542	234,261
	2007	\$14.542	\$14.446	206,764
	2008	\$14.446	\$8.427	155,173
	2009	\$8.427	\$10.418	144,056
	2010	\$10.418	\$11.363	130,769
	2011	\$11.363	\$11.492	120,765



ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING

FOR EACH VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.4

Sub-Accounts	Number of			Units Outstanding at End of Period
	For the Year Ending December 31	Unit Value at Beginning of Period	Unit Value at End of Period	

PUTNAM VT GLOBAL ASSET ALLOCATION FUND--CLASS IB				
2002	\$10.000	\$10.390		4
2003	\$10.390	\$12.464		31,401
2004	\$12.464	\$13.383		29,830
2005	\$13.383	\$14.089		40,883
2006	\$14.089	\$15.649		130,113
2007	\$15.649	\$15.851		142,847
2008	\$15.851	\$10.401		100,708
2009	\$10.401	\$13.839		89,383
2010	\$13.839	\$15.620		78,587
2011	\$15.620	\$15.308		65,430

PUTNAM VT GLOBAL HEALTH CARE FUND--CLASS IB				
2002	\$10.000	\$9.726		1,736
2003	\$9.726	\$11.331		43,250
2004	\$11.331	\$11.945		54,726
2005	\$11.945	\$13.308		49,402
2006	\$13.308	\$13.462		40,028
2007	\$13.462	\$13.168		38,972
2008	\$13.168	\$10.746		31,865
2009	\$10.746	\$13.325		27,216
2010	\$13.325	\$13.436		27,103
2011	\$13.436	\$13.067		22,709

PUTNAM VT GLOBAL UTILITIES FUND--CLASS IB				
2002	\$10.000	\$11.472		0
2003	\$11.472	\$14.093		14
2004	\$14.093	\$16.864		7,591
2005	\$16.864	\$18.020		6,607
2006	\$18.020	\$22.529		37,029
2007	\$22.529	\$26.590		34,126
2008	\$26.590	\$18.188		31,541
2009	\$18.188	\$19.216		25,166
2010	\$19.216	\$19.257		24,394
2011	\$19.257	\$17.927		21,215

PUTNAM VT GROWTH AND INCOME FUND--CLASS IB				
2002	\$10.000	\$10.800		3,560
2003	\$10.800	\$13.539		241,997
2004	\$13.539	\$14.804		172,124
2005	\$14.804	\$15.331		162,143
2006	\$15.331	\$17.489		266,435
2007	\$17.489	\$16.170		244,115
2008	\$16.170	\$9.755		223,397
2009	\$9.755	\$12.461		197,345
2010	\$12.461	\$14.027		162,734
2011	\$14.027	\$13.163		134,412

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING

FOR EACH VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.4

Sub-Accounts	For the Year Ending December 31	Number of Accumulation Units		Units Outstanding at End of Period
		Unit Value at Beginning of Period	Unit Value at End of Period	

PUTNAM VT HIGH YIELD FUND--CLASS IB				
	2002	\$10.000	\$10.743	475
	2003	\$10.743	\$13.378	120,256
	2004	\$13.378	\$14.554	48,270
	2005	\$14.554	\$14.766	57,946
	2006	\$14.766	\$16.062	300,762
	2007	\$16.062	\$16.246	292,179
	2008	\$16.246	\$11.820	204,275
	2009	\$11.820	\$17.470	183,498
	2010	\$17.470	\$19.606	165,844
	2011	\$19.606	\$19.634	140,532

PUTNAM VT INCOME FUND--CLASS IB				
	2002	\$10.000	\$10.187	5,609
	2003	\$10.187	\$10.469	263,037
	2004	\$10.469	\$10.759	201,668
	2005	\$10.759	\$10.838	232,164
	2006	\$10.838	\$11.149	1,001,618
	2007	\$11.149	\$11.544	1,052,702
	2008	\$11.544	\$8.642	754,881
	2009	\$8.642	\$12.472	619,477
	2010	\$12.472	\$13.486	546,039
	2011	\$13.486	\$13.935	445,768

PUTNAM VT INTERNATIONAL EQUITY FUND--CLASS IB				
	2002	\$10.000	\$10.606	683
	2003	\$10.606	\$13.416	57,398
	2004	\$13.416	\$15.341	79,696
	2005	\$15.341	\$16.939	90,776
	2006	\$16.939	\$21.291	244,922
	2007	\$21.291	\$22.704	205,176
	2008	\$22.704	\$12.523	164,011
	2009	\$12.523	\$15.359	145,629
	2010	\$15.359	\$16.630	133,045
	2011	\$16.630	\$13.595	120,706

PUTNAM VT INVESTORS FUND--CLASS IB				
	2002	\$10.000	\$10.409	302
	2003	\$10.409	\$13.024	46,132
	2004	\$13.024	\$14.437	19,447
	2005	\$14.437	\$15.460	25,617
	2006	\$15.460	\$17.334	114,672
	2007	\$17.334	\$16.176	92,519
	2008	\$16.176	\$9.623	61,381
	2009	\$9.623	\$12.389	54,368
	2010	\$12.389	\$13.889	51,133
	2011	\$13.889	\$13.675	47,305

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING

FOR EACH VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.4

Sub-Accounts	For the Year Ending December 31	Number of		Units Outstanding at End of Period
		Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	

PUTNAM VT MONEY MARKET FUND--CLASS IB				
	2002	\$10.000	\$9.987	5,174
	2003	\$9.987	\$9.878	199,617
	2004	\$9.878	\$9.785	78,052
	2005	\$9.785	\$9.873	106,156
	2006	\$9.873	\$10.144	1,326,605
	2007	\$10.144	\$10.459	1,230,632
	2008	\$10.459	\$10.557	1,168,900
	2009	\$10.557	\$10.411	1,045,501
	2010	\$10.411	\$10.249	909,223
	2011	\$10.249	\$10.088	817,149

PUTNAM VT MULTI-CAP GROWTH FUND--CLASS IB				
	2002	\$10.000	\$10.381	0
	2003	\$10.381	\$13.530	57,917
	2004	\$13.530	\$14.687	29,678
	2005	\$14.687	\$15.900	28,046
	2006	\$15.900	\$16.987	56,689
	2007	\$16.987	\$17.675	53,275
	2008	\$17.675	\$10.654	46,425
	2009	\$10.654	\$13.855	43,295
	2010	\$13.855	\$16.301	67,256
	2011	\$16.301	\$15.227	59,876

PUTNAM VT NEW VALUE FUND--CLASS IB				
	2002	\$10.000	\$11.206	1,048
	2003	\$11.206	\$14.610	58,917
	2004	\$14.610	\$16.596	47,472
	2005	\$16.596	\$17.296	78,202
	2006	\$17.296	\$19.747	342,022
	2007	\$19.747	\$18.481	367,814
	2008	\$18.481	\$10.047	315,350
	2009	\$10.047	\$9.460	0

PUTNAM VT RESEARCH FUND--CLASS IB				
	2002	\$10.000	\$10.644	66
	2003	\$10.644	\$13.128	38,525
	2004	\$13.128	\$13.896	25,803
	2005	\$13.896	\$14.361	22,777
	2006	\$14.361	\$15.733	17,578
	2007	\$15.733	\$15.568	16,380
	2008	\$15.568	\$9.415	16,221
	2009	\$9.415	\$12.340	13,193
	2010	\$12.340	\$14.132	10,427
	2011	\$14.132	\$13.665	8,739

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING

FOR EACH VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.4

Sub-Accounts	Number of			Units Outstanding at End of Period
	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	

PUTNAM VT VISTA FUND--CLASS IB				
2002	\$10.000	\$10.374		66
2003	\$10.374	\$13.596		32,814
2004	\$13.596	\$15.869		37,929
2005	\$15.869	\$17.515		34,660
2006	\$17.515	\$18.177		43,154
2007	\$18.177	\$18.568		38,321
2008	\$18.568	\$9.950		30,685
2009	\$9.950	\$13.586		27,854
2010	\$13.586	\$15.526		0

PUTNAM VT VOYAGER FUND--CLASS IB				
2002	\$10.000	\$10.111		2,714
2003	\$10.111	\$12.429		204,603
2004	\$12.429	\$12.847		232,660
2005	\$12.847	\$13.363		220,448
2006	\$13.363	\$13.866		183,695
2007	\$13.866	\$14.398		171,556
2008	\$14.398	\$8.922		134,351
2009	\$8.922	\$14.390		120,884
2010	\$14.390	\$17.106		107,042
2011	\$17.106	\$13.830		95,187

UIF EMERGING MARKETS DEBT PORTFOLIO, CLASS II				
2002	\$10.000	\$11.062		0
2003	\$11.062	\$13.908		21,280
2004	\$13.908	\$15.067		16,192
2005	\$15.067	\$16.627		18,091
2006	\$16.627	\$18.131		100,034
2007	\$18.131	\$18.983		96,018
2008	\$18.983	\$15.882		83,252
2009	\$15.882	\$20.337		65,956
2010	\$20.337	\$21.963		62,028
2011	\$21.963	\$23.103		54,786

UIF GLOBAL FRANCHISE PORTFOLIO, CLASS II				
2003	\$10.000	\$10.000		0
2004	\$10.000	\$11.098		14,221
2005	\$11.098	\$12.230		27,462
2006	\$12.230	\$14.625		272,665
2007	\$14.625	\$15.798		294,419
2008	\$15.798	\$11.048		255,720
2009	\$11.048	\$14.086		226,866
2010	\$14.086	\$15.809		197,080
2011	\$15.809	\$16.967		161,094

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING

FOR EACH VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.4

Sub-Accounts	Number of			Units Outstanding at End of Period
	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	

UIF GROWTH PORTFOLIO, CLASS I				
FORMERLY, UIF CAPITAL GROWTH PORTFOLIO, CLASS I				
2004	\$10.000	\$10.763		24,252
2005	\$10.763	\$12.257		26,735
2006	\$12.257	\$12.558		173,605
2007	\$12.558	\$15.064		150,677
2008	\$15.064	\$7.532		80,186
2009	\$7.532	\$12.272		67,644
2010	\$12.272	\$14.838		58,516
2011	\$14.838	\$14.194		56,387

UIF GROWTH PORTFOLIO, CLASS II				
FORMERLY, UIF CAPITAL GROWTH PORTFOLIO, CLASS II				
2004	\$10.000	\$10.738		9,011
2005	\$10.738	\$12.203		10,641
2006	\$12.203	\$12.468		124,471
2007	\$12.468	\$14.926		106,403
2008	\$14.926	\$7.440		37,889
2009	\$7.440	\$12.092		26,990
2010	\$12.092	\$14.590		22,022
2011	\$14.590	\$13.922		21,100

UIF MID CAP GROWTH PORTFOLIO, CLASS II				
2006	\$10.000	\$9.833		92,016
2007	\$9.833	\$11.864		215,863
2008	\$11.864	\$6.209		236,127
2009	\$6.209	\$9.616		186,191
2010	\$9.616	\$12.517		148,828
2011	\$12.517	\$11.434		133,416

UIF SMALL COMPANY GROWTH PORTFOLIO, CLASS II				
2003	\$10.000	\$13.593		20,071
2004	\$13.593	\$15.912		19,130
2005	\$15.912	\$17.677		17,888
2006	\$17.677	\$19.456		35,605
2007	\$19.456	\$19.712		38,349
2008	\$19.712	\$11.554		27,627
2009	\$11.554	\$16.675		26,656
2010	\$16.675	\$20.768		27,188
2011	\$20.768	\$18.657		24,626

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING

FOR EACH VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.4

Sub-Accounts	For the Year Ending December 31	Number of Accumulation Units		Units Outstanding at End of Period
		Unit Value at Beginning of Period	Unit Value at End of Period	

UIF U.S. REAL ESTATE PORTFOLIO, CLASS II				
	2002	\$10.000	\$10.703	1,077
	2003	\$10.703	\$14.547	58,906
	2004	\$14.547	\$19.479	58,603
	2005	\$19.479	\$22.382	68,172
	2006	\$22.382	\$30.325	181,974
	2007	\$30.325	\$24.686	156,400
	2008	\$24.686	\$15.048	151,102
	2009	\$15.048	\$19.028	125,186
	2010	\$19.028	\$24.254	104,933
	2011	\$24.254	\$25.221	92,839

VAN KAMPEN LIT MONEY MARKET PORTFOLIO--CLASS II				
	2003	\$10.000	\$10.000	0
	2004	\$10.000	\$9.895	66,137
	2005	\$9.895	\$9.975	118,151
	2006	\$9.975	\$10.226	302,731
	2007	\$10.226	\$10.511	398,400
	2008	\$10.511	\$10.529	314,797
	2009	\$10.529	\$10.368	0

* The Accumulation Unit Values in this table reflect a mortality and expense risk charge of 1.40% and an administrative expense charge of 0.19%.

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

WITH THE MAV DEATH BENEFIT OPTION, THE ENHANCED BENEFICIARY PROTECTION (ANNUAL INCREASE) OPTION, BOTH ADDED ON OR AFTER MAY 1, 2003, AND THE EARNINGS PROTECTION DEATH BENEFIT OPTION (AGE 71-79)

MORTALITY & EXPENSE = 2.3

Sub-Accounts	Number of			
	For the Year Ending	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Units Outstanding at End of Period

FIDELITY VIP CONTRAFUND(R) PORTFOLIO--SERVICE CLASS 2				
2006	\$10.000	\$10.207	0	
2007	\$10.207	\$11.673	0	
2008	\$11.673	\$6.523	0	
2009	\$6.523	\$8.616	0	
2010	\$8.616	\$9.824	0	
2011	\$9.824	\$9.313	0	

FIDELITY VIP FREEDOM 2010 PORTFOLIO--SERVICE CLASS 2				
2006	\$10.000	\$10.397	0	
2007	\$10.397	\$10.991	0	
2008	\$10.991	\$8.020	0	
2009	\$8.020	\$9.693	0	
2010	\$9.693	\$10.638	0	
2011	\$10.638	\$10.329	0	

FIDELITY VIP FREEDOM 2020 PORTFOLIO--SERVICE CLASS 2				
2006	\$10.000	\$10.427	0	
2007	\$10.427	\$11.179	0	
2008	\$11.179	\$7.325	0	
2009	\$7.325	\$9.182	0	
2010	\$9.182	\$10.236	0	
2011	\$10.236	\$9.858	0	

FIDELITY VIP FREEDOM 2030 PORTFOLIO--SERVICE CLASS 2				
2006	\$10.000	\$10.436	0	
2007	\$10.436	\$11.302	0	
2008	\$11.302	\$6.813	0	
2009	\$6.813	\$8.715	0	
2010	\$8.715	\$9.849	0	
2011	\$9.849	\$9.332	0	

FIDELITY VIP FREEDOM INCOME PORTFOLIO--SERVICE CLASS 2				
2006	\$10.000	\$10.289	0	
2007	\$10.289	\$10.624	0	
2008	\$10.624	\$9.251	0	
2009	\$9.251	\$10.341	0	
2010	\$10.341	\$10.815	0	
2011	\$10.815	\$10.693	0	

FIDELITY VIP GROWTH STOCK PORTFOLIO--SERVICE CLASS 2				
2006	\$10.000	\$9.686	0	
2007	\$9.686	\$11.551	0	
2008	\$11.551	\$6.220	0	
2009	\$6.220	\$8.760	0	
2010	\$8.760	\$10.230	0	
2011	\$10.230	\$10.021	0	

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

WITH THE MAV DEATH BENEFIT OPTION, THE ENHANCED BENEFICIARY PROTECTION (ANNUAL INCREASE) OPTION, BOTH ADDED ON OR AFTER MAY 1, 2003, AND THE EARNINGS PROTECTION DEATH BENEFIT OPTION (AGE 71-79)

MORTALITY & EXPENSE = 2.3

Sub-Accounts	For the Year Ending December 31	Number of Accumulation Units		Units Outstanding at End of Period
		Unit Value at Beginning of Period	Unit Value at End of Period	
FIDELITY VIP INDEX 500 PORTFOLIO--SERVICE CLASS 2				
	2006	\$10.000	\$10.757	0
	2007	\$10.757	\$11.031	0
	2008	\$11.031	\$6.759	0
	2009	\$6.759	\$8.325	0
	2010	\$8.325	\$9.313	0
	2011	\$9.313	\$9.244	0
FIDELITY VIP MID CAP PORTFOLIO--SERVICE CLASS 2				
	2006	\$10.000	\$9.818	0
	2007	\$9.818	\$11.040	0
	2008	\$11.040	\$6.501	0
	2009	\$6.501	\$8.859	0
	2010	\$8.859	\$11.107	0
	2011	\$11.107	\$9.656	0
FTVIP FRANKLIN GROWTH AND INCOME SECURITIES FUND--CLASS 2				
	2003	\$10.680	\$13.292	794
	2004	\$13.292	\$14.336	1,584
	2005	\$14.336	\$14.472	1,014
	2006	\$14.472	\$16.477	963
	2007	\$16.477	\$15.469	1,185
	2008	\$15.469	\$9.782	1,244
	2009	\$9.782	\$12.072	1,094
	2010	\$12.072	\$13.735	1,085
	2011	\$13.735	\$13.716	400
FTVIP FRANKLIN INCOME SECURITIES FUND--CLASS 2				
	2004	\$10.000	\$11.171	0
	2005	\$11.171	\$11.069	0
	2006	\$11.069	\$12.763	0
	2007	\$12.763	\$12.911	0
	2008	\$12.911	\$8.856	0
	2009	\$8.856	\$11.709	0
	2010	\$11.709	\$12.865	0
	2011	\$12.865	\$12.844	0
FTVIP FRANKLIN LARGE CAP GROWTH SECURITIES FUND--CLASS 2				
	2004	\$10.000	\$10.501	0
	2005	\$10.501	\$10.349	7,469
	2006	\$10.349	\$11.192	6,505
	2007	\$11.192	\$11.592	6,371
	2008	\$11.592	\$7.400	6,487
	2009	\$7.400	\$9.361	6,662
	2010	\$9.361	\$10.186	6,770
	2011	\$10.186	\$9.783	7,683

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

WITH THE MAV DEATH BENEFIT OPTION, THE ENHANCED BENEFICIARY PROTECTION (ANNUAL INCREASE) OPTION, BOTH ADDED ON OR AFTER MAY 1, 2003, AND THE EARNINGS PROTECTION DEATH BENEFIT OPTION (AGE 71-79)

MORTALITY & EXPENSE = 2.3

Sub-Accounts	For the Year Ending December 31	Number of Accumulation Units		Units Outstanding at End of Period
		Unit Value at Beginning of Period	Unit Value at End of Period	
FTVIP FRANKLIN SMALL CAP VALUE SECURITIES FUND--CLASS 2				
	2003	\$11.021	\$14.453	5,633
	2004	\$14.453	\$17.440	5,461
	2005	\$17.440	\$18.498	5,412
	2006	\$18.498	\$21.102	4,871
	2007	\$21.102	\$20.084	4,745
	2008	\$20.084	\$13.117	4,658
	2009	\$13.117	\$16.520	4,515
	2010	\$16.520	\$20.655	3,165
	2011	\$20.655	\$19.385	3,074
FTVIP FRANKLIN SMALL-MID CAP GROWTH SECURITIES FUND--CLASS 2				
	2003	\$11.801	\$15.428	0
	2004	\$15.428	\$16.770	0
	2005	\$16.770	\$17.137	0
	2006	\$17.137	\$18.164	0
	2007	\$18.164	\$19.700	0
	2008	\$19.700	\$11.045	0
	2009	\$11.045	\$15.464	0
	2010	\$15.464	\$19.244	0
	2011	\$19.244	\$17.860	0
FTVIP FRANKLIN U.S. GOVERNMENT FUND--CLASS 2				
	2004	\$10.000	\$10.190	0
	2005	\$10.190	\$10.176	0
	2006	\$10.176	\$10.322	0
	2007	\$10.322	\$10.728	0
	2008	\$10.728	\$11.255	0
	2009	\$11.255	\$11.315	0
	2010	\$11.315	\$11.616	0
	2011	\$11.616	\$11.971	0
FTVIP MUTUAL GLOBAL DISCOVERY SECURITIES FUND--CLASS 2				
	2006	\$10.000	\$10.951	0
	2007	\$10.951	\$11.942	200
	2008	\$11.942	\$8.331	199
	2009	\$8.331	\$10.018	197
	2010	\$10.018	\$10.936	195
	2011	\$10.936	\$10.349	194
FTVIP MUTUAL SHARES SECURITIES FUND--CLASS 2				
	2003	\$10.581	\$12.591	0
	2004	\$12.591	\$13.829	404
	2005	\$13.829	\$14.909	0
	2006	\$14.909	\$17.211	0
	2007	\$17.211	\$17.364	0
	2008	\$17.364	\$10.648	0
	2009	\$10.648	\$13.088	0
	2010	\$13.088	\$14.191	0
	2011	\$14.191	\$13.694	0



ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

WITH THE MAV DEATH BENEFIT OPTION, THE ENHANCED BENEFICIARY PROTECTION (ANNUAL INCREASE) OPTION, BOTH ADDED ON OR AFTER MAY 1, 2003, AND THE EARNINGS PROTECTION DEATH BENEFIT OPTION (AGE 71-79)

MORTALITY & EXPENSE = 2.3

Sub-Accounts	Number of			
	For the Year	Accumulation Unit Value	Accumulation Unit Value	Units Outstanding
	Ending at December 31	at Beginning of Period	at End of Period	at End of Period

FTVIP TEMPLETON DEVELOPING MARKETS SECURITIES FUND--CLASS 2				
2003	\$11.655	\$16.748		0
2004	\$16.748	\$20.367		274
2005	\$20.367	\$25.309		241
2006	\$25.309	\$31.613		34
2007	\$31.613	\$39.694		98
2008	\$39.694	\$18.304		169
2009	\$18.304	\$30.806		157
2010	\$30.806	\$35.323		92
2011	\$35.323	\$28.983		91

FTVIP TEMPLETON FOREIGN SECURITIES FUND--CLASS 2				
2003	\$10.359	\$13.497		785
2004	\$13.497	\$15.599		785
2005	\$15.599	\$16.759		3,619
2006	\$16.759	\$19.847		3,197
2007	\$19.847	\$22.342		3,034
2008	\$22.342	\$12.988		3,180
2009	\$12.988	\$17.356		3,016
2010	\$17.356	\$18.347		2,985
2011	\$18.347	\$15.988		3,679

FTVIP TEMPLETON GLOBAL BOND SECURITIES FUND--CLASS 2				
2003	\$11.563	\$12.792		0
2004	\$12.792	\$14.312		0
2005	\$14.312	\$13.526		0
2006	\$13.526	\$14.875		0
2007	\$14.875	\$16.099		0
2008	\$16.099	\$16.672		0
2009	\$16.672	\$19.294		0
2010	\$19.294	\$21.533		0
2011	\$21.533	\$20.815		0

INVESCO VAN KAMPEN V.I. CAPITAL GROWTH FUND--SERIES II				
2003	\$9.909	\$11.650		14,005
2004	\$11.650	\$12.129		16,837
2005	\$12.129	\$12.732		15,428
2006	\$12.732	\$12.742		14,773
2007	\$12.742	\$14.490		14,117
2008	\$14.490	\$7.189		12,744
2009	\$7.189	\$11.612		12,635
2010	\$11.612	\$13.539		9,787
2011	\$13.539	\$12.359		9,206

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

WITH THE MAV DEATH BENEFIT OPTION, THE ENHANCED BENEFICIARY PROTECTION (ANNUAL INCREASE) OPTION, BOTH ADDED ON OR AFTER MAY 1, 2003, AND THE EARNINGS PROTECTION DEATH BENEFIT OPTION (AGE 71-79)

MORTALITY & EXPENSE = 2.3

Sub-Accounts	For the Year Ending December 31	Number of Accumulation Units	
		Unit Value at Beginning of Period	Unit Value at End of Period

INVESCO VAN KAMPEN V.I. COMSTOCK FUND--SERIES II			
2004	\$10.000	\$11.274	0
2005	\$11.274	\$11.446	2,787
2006	\$11.446	\$12.952	2,016
2007	\$12.952	\$12.334	2,145
2008	\$12.334	\$7.721	2,244
2009	\$7.721	\$9.667	2,369
2010	\$9.667	\$10.906	2,332
2011	\$10.906	\$10.411	2,320

INVESCO VAN KAMPEN V.I. EQUITY AND INCOME FUND--SERIES II			
2004	\$10.000	\$10.900	0
2005	\$10.900	\$11.413	0
2006	\$11.413	\$12.530	0
2007	\$12.530	\$12.627	0
2008	\$12.627	\$9.520	0
2009	\$9.520	\$11.370	2,501
2010	\$11.370	\$12.421	2,466
2011	\$12.421	\$11.955	2,429

INVESCO VAN KAMPEN V.I. GROWTH AND INCOME FUND--SERIES II			
2003	\$10.757	\$13.254	2,676
2004	\$13.254	\$14.749	2,467
2005	\$14.749	\$15.781	5,528
2006	\$15.781	\$17.848	4,770
2007	\$17.848	\$17.840	4,656
2008	\$17.840	\$11.792	4,541
2009	\$11.792	\$14.270	4,564
2010	\$14.270	\$15.612	4,380
2011	\$15.612	\$14.880	4,296

INVESCO VAN KAMPEN V.I. MID CAP GROWTH FUND--SERIES II			
2004	\$10.000	\$11.062	1,030
2005	\$11.062	\$11.986	1,030
2006	\$11.986	\$12.263	1,003
2007	\$12.263	\$14.061	955
2008	\$14.061	\$7.289	956
2009	\$7.289	\$11.114	956
2010	\$11.114	\$13.794	906
2011	\$13.794	\$12.192	852

INVESCO VAN KAMPEN V.I. MID CAP VALUE FUND--SERIES I			
2004	\$10.000	\$11.237	1,038
2005	\$11.237	\$12.307	1,038
2006	\$12.307	\$14.486	1,011
2007	\$14.486	\$15.231	963
2008	\$15.231	\$8.719	963
2009	\$8.719	\$11.835	963
2010	\$11.835	\$14.108	913
2011	\$14.108	\$13.884	859



ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

WITH THE MAV DEATH BENEFIT OPTION, THE ENHANCED BENEFICIARY PROTECTION (ANNUAL INCREASE) OPTION, BOTH ADDED ON OR AFTER MAY 1, 2003, AND THE EARNINGS PROTECTION DEATH BENEFIT OPTION (AGE 71-79)

MORTALITY & EXPENSE = 2.3

Sub-Accounts	Number of			
	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Units Outstanding at End of Period

INVESCO VAN KAMPEN V.I. MID CAP VALUE FUND--SERIES II

2004	\$10.000	\$11.231	0
2005	\$11.231	\$12.282	0
2006	\$12.282	\$14.447	0
2007	\$14.447	\$15.176	153
2008	\$15.176	\$8.668	152
2009	\$8.668	\$11.763	150
2010	\$11.763	\$14.014	149
2011	\$14.014	\$13.779	395

LORD ABBETT SERIES FUND, INC.--BOND-DEBENTURE PORTFOLIO

2004	\$10.000	\$10.339	0
2005	\$10.339	\$10.214	3,358
2006	\$10.214	\$10.890	3,659
2007	\$10.890	\$11.274	3,579
2008	\$11.274	\$9.065	2,148
2009	\$9.065	\$11.873	2,116
2010	\$11.873	\$13.003	2,116
2011	\$13.003	\$13.236	2,538

LORD ABBETT SERIES FUND, INC.--FUNDAMENTAL EQUITY PORTFOLIO

2004	\$10.000	\$10.887	0
2005	\$10.887	\$11.355	0
2006	\$11.355	\$12.694	0
2007	\$12.694	\$13.208	0
2008	\$13.208	\$9.186	0
2009	\$9.186	\$11.284	0
2010	\$11.284	\$13.097	0
2011	\$13.097	\$12.198	0

LORD ABBETT SERIES FUND, INC.--GROWTH AND INCOME PORTFOLIO

2004	\$10.000	\$10.871	0
2005	\$10.871	\$10.946	0
2006	\$10.946	\$12.518	0
2007	\$12.518	\$12.624	0
2008	\$12.624	\$7.826	1,062
2009	\$7.826	\$9.073	1,183
2010	\$9.073	\$10.388	0
2011	\$10.388	\$9.513	0

LORD ABBETT SERIES FUND, INC.--GROWTH OPPORTUNITIES PORTFOLIO

2004	\$10.000	\$11.119	0
2005	\$11.119	\$11.344	0
2006	\$11.344	\$11.936	0
2007	\$11.936	\$14.114	0
2008	\$14.114	\$8.499	0
2009	\$8.499	\$12.062	0
2010	\$12.062	\$14.458	0
2011	\$14.458	\$12.682	0



ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

WITH THE MAV DEATH BENEFIT OPTION, THE ENHANCED BENEFICIARY PROTECTION (ANNUAL INCREASE) OPTION, BOTH ADDED ON OR AFTER MAY 1, 2003, AND THE EARNINGS PROTECTION DEATH BENEFIT OPTION (AGE 71-79)

MORTALITY & EXPENSE = 2.3

Sub-Accounts	Number of			
	For the Year	Accumulation Unit Value	Accumulation Unit Value	Units
	Ending	at Beginning	at End	at End
	December 31	of Period	of Period	of Period
LORD ABBETT SERIES FUND, INC.--MID-CAP VALUE PORTFOLIO				
2004	\$10.000	\$11.102		0
2005	\$11.102	\$11.716		4,347
2006	\$11.716	\$12.823		3,504
2007	\$12.823	\$12.574		3,802
2008	\$12.574	\$7.435		4,518
2009	\$7.435	\$9.180		4,598
2010	\$9.180	\$11.228		3,893
2011	\$11.228	\$10.510		3,962
OPPENHEIMER BALANCED FUND/VA--SERVICE SHARES				
2003	\$11.085	\$12.997		0
2004	\$12.997	\$13.914		468
2005	\$13.914	\$14.067		468
2006	\$14.067	\$15.207		469
2007	\$15.207	\$15.343		460
2008	\$15.343	\$8.435		0
2009	\$8.435	\$10.002		0
2010	\$10.002	\$10.990		0
2011	\$10.990	\$10.758		0
OPPENHEIMER CAPITAL APPRECIATION FUND/VA--SERVICE SHARES				
2003	\$10.000	\$12.222		0
2004	\$12.222	\$12.707		1,319
2005	\$12.707	\$12.994		3,573
2006	\$12.994	\$13.644		3,427
2007	\$13.644	\$15.146		3,202
2008	\$15.146	\$8.025		4,955
2009	\$8.025	\$11.280		4,347
2010	\$11.280	\$12.005		3,381
2011	\$12.005	\$11.546		2,288
OPPENHEIMER CORE BOND FUND/VA--SERVICE SHARES				
2004	\$10.000	\$10.087		0
2005	\$10.087	\$10.066		0
2006	\$10.066	\$10.300		0
2007	\$10.300	\$10.453		0
2008	\$10.453	\$6.210		0
2009	\$6.210	\$6.603		0
2010	\$6.603	\$7.165		0
2011	\$7.165	\$7.541		2,486

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

WITH THE MAV DEATH BENEFIT OPTION, THE ENHANCED BENEFICIARY PROTECTION (ANNUAL INCREASE) OPTION, BOTH ADDED ON OR AFTER MAY 1, 2003, AND THE EARNINGS PROTECTION DEATH BENEFIT OPTION (AGE 71-79)

MORTALITY & EXPENSE = 2.3

Sub-Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Number of Accumulation Units at End of Period	Units Outstanding at End of Period

OPPENHEIMER GLOBAL SECURITIES FUND/VA--SERVICE SHARES				
2003	\$10.062	\$14.128	0	
2004	\$14.128	\$16.377	0	
2005	\$16.377	\$18.216	152	
2006	\$18.216	\$20.848	140	
2007	\$20.848	\$21.563	138	
2008	\$21.563	\$12.545	135	
2009	\$12.545	\$17.047	144	
2010	\$17.047	\$19.233	139	
2011	\$19.233	\$17.156	142	

OPPENHEIMER GLOBAL STRATEGIC INCOME FUND/VA--SERVICE SHARES				
2003	\$11.224	\$12.046	4,565	
2004	\$12.046	\$12.737	6,173	
2005	\$12.737	\$12.729	7,837	
2006	\$12.729	\$13.310	8,414	
2007	\$13.310	\$14.217	7,968	
2008	\$14.217	\$11.855	5,798	
2009	\$11.855	\$13.688	5,757	
2010	\$13.688	\$15.319	5,418	
2011	\$15.319	\$15.035	4,336	

OPPENHEIMER HIGH INCOME FUND/VA--SERVICE SHARES				
2003	\$11.708	\$12.861	3,096	
2004	\$12.861	\$13.636	3,274	
2005	\$13.636	\$13.564	3,612	
2006	\$13.564	\$14.448	3,461	
2007	\$14.448	\$14.020	3,340	
2008	\$14.020	\$2.929	3,933	
2009	\$2.929	\$3.597	3,566	
2010	\$3.597	\$4.014	3,315	
2011	\$4.014	\$3.814	2,063	

OPPENHEIMER MAIN STREET FUND(R)/VA--SERVICE SHARES				
2003	\$10.442	\$12.540	2,031	
2004	\$12.540	\$13.346	1,958	
2005	\$13.346	\$13.761	8,119	
2006	\$13.761	\$15.400	6,907	
2007	\$15.400	\$15.638	6,790	
2008	\$15.638	\$9.358	7,509	
2009	\$9.358	\$11.680	7,613	
2010	\$11.680	\$13.192	7,319	
2011	\$13.192	\$12.823	7,522	

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

WITH THE MAV DEATH BENEFIT OPTION, THE ENHANCED BENEFICIARY PROTECTION (ANNUAL INCREASE) OPTION, BOTH ADDED ON OR AFTER MAY 1, 2003, AND THE EARNINGS PROTECTION DEATH BENEFIT OPTION (AGE 71-79)

MORTALITY & EXPENSE = 2.3

Sub-Accounts	For the Year Ending December 31	Number of Accumulation Units		
		Unit Value at Beginning of Period	Unit Value at End of Period	Units Outstanding at End of Period

OPPENHEIMER MAIN STREET SMALL- & MID-CAP FUND(R)/VA--SERVICE SHARES FORMERLY, OPPENHEIMER MAIN STREET SMALL CAP FUND(R)/VA--SERVICE SHARES				
	2003	\$10.692	\$14.554	715
	2004	\$14.554	\$16.914	1,046
	2005	\$16.914	\$18.096	2,028
	2006	\$18.096	\$20.234	1,714
	2007	\$20.234	\$19.452	1,740
	2008	\$19.452	\$11.759	2,077
	2009	\$11.759	\$15.695	1,980
	2010	\$15.695	\$18.833	1,634
	2011	\$18.833	\$17.927	1,610

OPPENHEIMER SMALL- & MID-CAP GROWTH FUND/VA--SERVICE SHARES				
	2003	\$10.319	\$12.298	4,939
	2004	\$12.298	\$14.322	4,736
	2005	\$14.322	\$15.640	4,663
	2006	\$15.640	\$15.664	4,465
	2007	\$15.664	\$16.193	4,277
	2008	\$16.193	\$8.019	3,927
	2009	\$8.019	\$10.342	3,895
	2010	\$10.342	\$12.824	2,865
	2011	\$12.824	\$12.610	2,702

PUTNAM VT EQUITY INCOME FUND--CLASS IB				
	2009	\$10.000	\$11.976	13,127
	2010	\$11.976	\$13.150	10,689
	2011	\$13.150	\$13.070	10,121

PUTNAM VT GEORGE PUTNAM BALANCED FUND--CLASS IB				
	2003	\$10.660	\$11.992	1,563
	2004	\$11.992	\$12.654	1,561
	2005	\$12.654	\$12.833	2,112
	2006	\$12.833	\$14.006	1,869
	2007	\$14.006	\$13.786	1,731
	2008	\$13.786	\$7.968	833
	2009	\$7.968	\$9.761	530
	2010	\$9.761	\$10.548	271
	2011	\$10.548	\$10.571	268

PUTNAM VT GLOBAL ASSET ALLOCATION FUND--CLASS IB				
	2003	\$10.730	\$12.339	0
	2004	\$12.339	\$13.128	0
	2005	\$13.128	\$13.695	750
	2006	\$13.695	\$15.072	736
	2007	\$15.072	\$15.127	726
	2008	\$15.127	\$9.835	0
	2009	\$9.835	\$12.966	0
	2010	\$12.966	\$14.501	0
	2011	\$14.501	\$14.081	0



ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

WITH THE MAV DEATH BENEFIT OPTION, THE ENHANCED BENEFICIARY PROTECTION (ANNUAL INCREASE) OPTION, BOTH ADDED ON OR AFTER MAY 1, 2003, AND THE EARNINGS PROTECTION DEATH BENEFIT OPTION (AGE 71-79)

MORTALITY & EXPENSE = 2.3

Sub-Accounts	For the Year Ending December 31	Number of Accumulation Units		
		Unit Value at Beginning of Period	Unit Value at End of Period	Units Outstanding at End of Period

PUTNAM VT GLOBAL HEALTH CARE FUND--CLASS IB				
	2003	\$10.213	\$11.218	116
	2004	\$11.218	\$11.718	96
	2005	\$11.718	\$12.935	80
	2006	\$12.935	\$12.966	65
	2007	\$12.966	\$12.566	53
	2008	\$12.566	\$10.161	41
	2009	\$10.161	\$12.484	22
	2010	\$12.484	\$12.474	8
	2011	\$12.474	\$12.020	8

PUTNAM VT GLOBAL UTILITIES FUND--CLASS IB				
	2003	\$11.455	\$13.971	0
	2004	\$13.971	\$16.543	0
	2005	\$16.543	\$17.516	0
	2006	\$17.516	\$21.699	0
	2007	\$21.699	\$25.376	0
	2008	\$25.376	\$17.199	0
	2009	\$17.199	\$18.004	0
	2010	\$18.004	\$17.878	0
	2011	\$17.878	\$16.491	0

PUTNAM VT GROWTH AND INCOME FUND--CLASS IB				
	2003	\$10.971	\$13.404	263
	2004	\$13.404	\$14.522	212
	2005	\$14.522	\$14.902	179
	2006	\$14.902	\$16.845	148
	2007	\$16.845	\$15.431	132
	2008	\$15.431	\$9.224	122
	2009	\$9.224	\$11.675	81
	2010	\$11.675	\$13.022	44
	2011	\$13.022	\$12.109	44

PUTNAM VT HIGH YIELD FUND--CLASS IB				
	2003	\$11.841	\$13.245	0
	2004	\$13.245	\$14.277	391
	2005	\$14.277	\$14.353	397
	2006	\$14.353	\$15.470	387
	2007	\$15.470	\$15.504	405
	2008	\$15.504	\$11.177	3,131
	2009	\$11.177	\$16.368	2,981
	2010	\$16.368	\$18.202	2,936
	2011	\$18.202	\$18.061	2,789

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

WITH THE MAV DEATH BENEFIT OPTION, THE ENHANCED BENEFICIARY PROTECTION (ANNUAL INCREASE) OPTION, BOTH ADDED ON OR AFTER MAY 1, 2003, AND THE EARNINGS PROTECTION DEATH BENEFIT OPTION (AGE 71-79)

MORTALITY & EXPENSE = 2.3

Sub-Accounts	Number of			Units Outstanding at End of Period
	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	

PUTNAM VT INCOME FUND--CLASS IB				
2003	\$10.335	\$10.364		1,290
2004	\$10.364	\$10.554		2,104
2005	\$10.554	\$10.535		7,068
2006	\$10.535	\$10.738		7,270
2007	\$10.738	\$11.016		7,160
2008	\$11.016	\$8.171		4,637
2009	\$8.171	\$11.686		4,048
2010	\$11.686	\$12.520		3,996
2011	\$12.520	\$12.819		4,112

PUTNAM VT INTERNATIONAL EQUITY FUND--CLASS IB				
2003	\$10.554	\$13.282		15,292
2004	\$13.282	\$15.049		8,870
2005	\$15.049	\$16.465		8,551
2006	\$16.465	\$20.507		8,194
2007	\$20.507	\$21.667		7,989
2008	\$21.667	\$11.841		7,104
2009	\$11.841	\$14.390		7,057
2010	\$14.390	\$15.439		4,119
2011	\$15.439	\$12.505		3,937

PUTNAM VT INVESTORS FUND--CLASS IB				
2003	\$10.670	\$12.894		0
2004	\$12.894	\$14.163		0
2005	\$14.163	\$15.027		0
2006	\$15.027	\$16.696		0
2007	\$16.696	\$15.437		0
2008	\$15.437	\$9.099		0
2009	\$9.099	\$11.607		0
2010	\$11.607	\$12.894		0
2011	\$12.894	\$12.579		0

PUTNAM VT MONEY MARKET FUND--CLASS IB				
2003	\$9.917	\$9.779		1,411
2004	\$9.779	\$9.598		3,015
2005	\$9.598	\$9.597		8,670
2006	\$9.597	\$9.770		9,762
2007	\$9.770	\$9.981		9,632
2008	\$9.981	\$9.982		4,607
2009	\$9.982	\$9.754		7,609
2010	\$9.754	\$9.515		7,675
2011	\$9.515	\$9.279		7,027

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

WITH THE MAV DEATH BENEFIT OPTION, THE ENHANCED BENEFICIARY PROTECTION (ANNUAL INCREASE) OPTION, BOTH ADDED ON OR AFTER MAY 1, 2003, AND THE EARNINGS PROTECTION DEATH BENEFIT OPTION (AGE 71-79)

MORTALITY & EXPENSE = 2.3

Sub-Accounts	For the Year Ending December 31	Number of Accumulation Units	
		Unit Value at Beginning of Period	Unit Value at End of Period

PUTNAM VT MULTI-CAP GROWTH FUND--CLASS IB			
2003	\$10.957	\$13.395	0
2004	\$13.395	\$14.408	0
2005	\$14.408	\$15.456	0
2006	\$15.456	\$16.362	0
2007	\$16.362	\$16.868	0
2008	\$16.868	\$10.074	0
2009	\$10.074	\$12.980	0
2010	\$12.980	\$15.133	0
2011	\$15.133	\$14.007	0

PUTNAM VT NEW VALUE FUND--CLASS IB			
2003	\$11.298	\$14.464	12,046
2004	\$14.464	\$16.280	13,910
2005	\$16.280	\$16.812	15,326
2006	\$16.812	\$19.020	14,500
2007	\$19.020	\$17.637	14,265
2008	\$17.637	\$9.500	13,254
2009	\$9.500	\$8.935	0

PUTNAM VT RESEARCH FUND--CLASS IB			
2003	\$10.819	\$12.997	0
2004	\$12.997	\$13.632	0
2005	\$13.632	\$13.960	0
2006	\$13.960	\$15.153	0
2007	\$15.153	\$14.856	0
2008	\$14.856	\$8.902	0
2009	\$8.902	\$11.561	0
2010	\$11.561	\$13.120	0
2011	\$13.120	\$12.570	0

PUTNAM VT VISTA FUND--CLASS IB			
2003	\$10.776	\$13.460	0
2004	\$13.460	\$15.567	0
2005	\$15.567	\$17.025	0
2006	\$17.025	\$17.507	0
2007	\$17.507	\$17.719	0
2008	\$17.719	\$9.408	0
2009	\$9.408	\$12.729	0
2010	\$12.729	\$14.449	0

PUTNAM VT VOYAGER FUND--CLASS IB			
2003	\$10.557	\$12.305	813
2004	\$12.305	\$12.603	915
2005	\$12.603	\$12.989	0
2006	\$12.989	\$13.355	0
2007	\$13.355	\$13.740	0
2008	\$13.740	\$8.436	0
2009	\$8.436	\$13.482	0
2010	\$13.482	\$15.881	0
2011	\$15.881	\$12.722	0



ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

WITH THE MAV DEATH BENEFIT OPTION, THE ENHANCED BENEFICIARY PROTECTION (ANNUAL INCREASE) OPTION, BOTH ADDED ON OR AFTER MAY 1, 2003, AND THE EARNINGS PROTECTION DEATH BENEFIT OPTION (AGE 71-79)

MORTALITY & EXPENSE = 2.3

Sub-Accounts	For the Year Ending December 31	Number of Accumulation Units		
		Unit Value at Beginning of Period	Unit Value at End of Period	Units Outstanding at End of Period

UIF EMERGING MARKETS DEBT PORTFOLIO, CLASS II				
	2003	\$12.265	\$13.770	0
	2004	\$13.770	\$14.780	0
	2005	\$14.780	\$16.162	0
	2006	\$16.162	\$17.464	0
	2007	\$17.464	\$18.115	0
	2008	\$18.115	\$15.018	0
	2009	\$15.018	\$19.054	0
	2010	\$19.054	\$20.390	0
	2011	\$20.390	\$21.252	0

UIF GLOBAL FRANCHISE PORTFOLIO, CLASS II				
	2003	\$10.000	\$10.000	0
	2004	\$10.000	\$10.996	0
	2005	\$10.996	\$12.007	0
	2006	\$12.007	\$14.228	0
	2007	\$14.228	\$15.228	159
	2008	\$15.228	\$10.551	157
	2009	\$10.551	\$13.331	156
	2010	\$13.331	\$14.825	154
	2011	\$14.825	\$15.765	153

UIF GROWTH PORTFOLIO, CLASS I				
FORMERLY, UIF CAPITAL GROWTH PORTFOLIO, CLASS I				
	2004	\$10.000	\$10.697	3,557
	2005	\$10.697	\$12.071	3,407
	2006	\$12.071	\$12.254	3,405
	2007	\$12.254	\$14.565	3,141
	2008	\$14.565	\$7.216	3,594
	2009	\$7.216	\$11.649	2,973
	2010	\$11.649	\$13.956	2,840
	2011	\$13.956	\$13.229	1,648

UIF GROWTH PORTFOLIO, CLASS II				
FORMERLY, UIF CAPITAL GROWTH PORTFOLIO, CLASS II				
	2004	\$10.000	\$10.672	0
	2005	\$10.672	\$12.018	0
	2006	\$12.018	\$12.166	0
	2007	\$12.166	\$14.432	0
	2008	\$14.432	\$7.127	0
	2009	\$7.127	\$11.478	0
	2010	\$11.478	\$13.723	0
	2011	\$13.723	\$12.975	0

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

WITH THE MAV DEATH BENEFIT OPTION, THE ENHANCED BENEFICIARY PROTECTION (ANNUAL INCREASE) OPTION, BOTH ADDED ON OR AFTER MAY 1, 2003, AND THE EARNINGS PROTECTION DEATH BENEFIT OPTION (AGE 71-79)

MORTALITY & EXPENSE = 2.3

Sub-Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Number of Accumulation Units at End of Period	Units Outstanding at End of Period
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UIF MID CAP GROWTH PORTFOLIO, CLASS II

2006	\$10.000	\$9.772	0
2007	\$9.772	\$11.682	0
2008	\$11.682	\$6.058	0
2009	\$6.058	\$9.296	0
2010	\$9.296	\$11.990	0
2011	\$11.990	\$10.853	314

UIF SMALL COMPANY GROWTH PORTFOLIO, CLASS II

2003	\$10.000	\$13.510	0
2004	\$13.510	\$15.670	0
2005	\$15.670	\$17.250	0
2006	\$17.250	\$18.813	0
2007	\$18.813	\$18.885	0
2008	\$18.885	\$10.968	0
2009	\$10.968	\$15.684	0
2010	\$15.684	\$19.355	0
2011	\$19.355	\$17.229	0

UIF U.S. REAL ESTATE PORTFOLIO, CLASS II

2003	\$11.357	\$14.402	2,467
2004	\$14.402	\$19.109	2,258
2005	\$19.109	\$21.756	2,395
2006	\$21.756	\$29.208	2,198
2007	\$29.208	\$23.558	2,284
2008	\$23.558	\$14.228	1,464
2009	\$14.228	\$17.827	1,466
2010	\$17.827	\$22.516	1,397
2011	\$22.516	\$23.200	1,316

VAN KAMPEN LIT MONEY MARKET PORTFOLIO--CLASS II

2003	\$10.000	\$10.000	0
2004	\$10.000	\$9.805	0
2005	\$9.805	\$9.793	0
2006	\$9.793	\$9.948	0
2007	\$9.948	\$10.132	0
2008	\$10.132	\$10.056	4,793
2009	\$10.056	\$9.815	0

* The Accumulation Unit Values in this table reflect a mortality and expense risk charge of 2.30% and an administrative expense charge of 0.19%.

ALLSTATE ADVISOR VARIABLE ANNUITY: ALLSTATE ADVISOR PREFERRED CONTRACTS WITH 5 YEAR WITHDRAWAL CHARGE OPTION--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.4

Sub-Accounts	Number of			
	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Units Outstanding at End of Period
FIDELITY VIP CONTRAFUND(R) PORTFOLIO--SERVICE CLASS 2				
2006	\$10.000	\$10.270	58,931	
2007	\$10.270	\$11.854	205,386	
2008	\$11.854	\$6.685	199,825	
2009	\$6.685	\$8.913	180,795	
2010	\$8.913	\$10.256	164,209	
2011	\$10.256	\$9.812	144,054	
FIDELITY VIP FREEDOM 2010 PORTFOLIO--SERVICE CLASS 2				
2006	\$10.000	\$10.462	22,865	
2007	\$10.462	\$11.161	49,421	
2008	\$11.161	\$8.219	88,629	
2009	\$8.219	\$10.026	71,540	
2010	\$10.026	\$11.105	60,223	
2011	\$11.105	\$10.882	59,897	
FIDELITY VIP FREEDOM 2020 PORTFOLIO--SERVICE CLASS 2				
2006	\$10.000	\$10.491	0	
2007	\$10.491	\$11.353	0	
2008	\$11.353	\$7.507	8,967	
2009	\$7.507	\$9.497	8,524	
2010	\$9.497	\$10.686	9,013	
2011	\$10.686	\$10.385	8,631	
FIDELITY VIP FREEDOM 2030 PORTFOLIO--SERVICE CLASS 2				
2006	\$10.000	\$10.500	4,936	
2007	\$10.500	\$11.477	3,177	
2008	\$11.477	\$6.983	1,002	
2009	\$6.983	\$9.015	607	
2010	\$9.015	\$10.281	603	
2011	\$10.281	\$9.832	601	
FIDELITY VIP FREEDOM INCOME PORTFOLIO--SERVICE CLASS 2				
2006	\$10.000	\$10.352	2,423	
2007	\$10.352	\$10.789	4,787	
2008	\$10.789	\$9.481	6,169	
2009	\$9.481	\$10.696	10,903	
2010	\$10.696	\$11.290	10,351	
2011	\$11.290	\$11.265	9,775	
FIDELITY VIP GROWTH STOCK PORTFOLIO--SERVICE CLASS 2				
2006	\$10.000	\$9.746	0	
2007	\$9.746	\$11.730	1,813	
2008	\$11.730	\$6.375	1,340	
2009	\$6.375	\$9.061	1,008	
2010	\$9.061	\$10.680	99	
2011	\$10.680	\$10.557	96	

ALLSTATE ADVISOR VARIABLE ANNUITY: ALLSTATE ADVISOR PREFERRED CONTRACTS WITH 5 YEAR WITHDRAWAL CHARGE OPTION--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.4

Sub-Accounts	For the Year Ending December 31	Number of Accumulation Units		Units Outstanding at End of Period
		Unit Value at Beginning of Period	Unit Value at End of Period	
FIDELITY VIP INDEX 500 PORTFOLIO--SERVICE CLASS 2				
	2006	\$10.000	\$10.824	22,952
	2007	\$10.824	\$11.203	55,881
	2008	\$11.203	\$6.928	58,510
	2009	\$6.928	\$8.611	60,521
	2010	\$8.611	\$9.722	58,553
	2011	\$9.722	\$9.738	57,984
FIDELITY VIP MID CAP PORTFOLIO--SERVICE CLASS 2				
	2006	\$10.000	\$9.879	9,989
	2007	\$9.879	\$11.212	38,987
	2008	\$11.212	\$6.663	39,134
	2009	\$6.663	\$9.164	36,579
	2010	\$9.164	\$11.595	34,385
	2011	\$11.595	\$10.173	30,938
FTVIP FRANKLIN GROWTH AND INCOME SECURITIES FUND--CLASS 2				
	2002	\$10.000	\$10.853	1,895
	2003	\$10.853	\$13.425	31,028
	2004	\$13.425	\$14.614	68,823
	2005	\$14.614	\$14.888	79,315
	2006	\$14.888	\$17.107	84,562
	2007	\$17.107	\$16.210	90,229
	2008	\$16.210	\$10.345	80,421
	2009	\$10.345	\$12.884	72,551
	2010	\$12.884	\$14.795	53,880
	2011	\$14.795	\$14.910	37,462
FTVIP FRANKLIN INCOME SECURITIES FUND--CLASS 2				
	2004	\$10.000	\$11.240	22,636
	2005	\$11.240	\$11.240	258,448
	2006	\$11.240	\$13.079	488,323
	2007	\$13.079	\$13.354	651,119
	2008	\$13.354	\$9.244	569,671
	2009	\$9.244	\$12.335	496,401
	2010	\$12.335	\$13.677	413,030
	2011	\$13.677	\$13.781	278,944
FTVIP FRANKLIN LARGE CAP GROWTH SECURITIES FUND--CLASS 2				
	2004	\$10.000	\$10.525	1,153
	2005	\$10.525	\$10.468	106,672
	2006	\$10.468	\$11.425	209,179
	2007	\$11.425	\$11.943	242,913
	2008	\$11.943	\$7.695	220,904
	2009	\$7.695	\$9.824	190,232
	2010	\$9.824	\$10.788	161,248
	2011	\$10.788	\$10.457	119,551

ALLSTATE ADVISOR VARIABLE ANNUITY: ALLSTATE ADVISOR PREFERRED CONTRACTS WITH 5 YEAR WITHDRAWAL CHARGE OPTION--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.4

Sub-Accounts	For the Year Ending December 31	Number of Accumulation Units		Units Outstanding at End of Period
		Unit Value at Beginning of Period	Unit Value at End of Period	
FTVIP FRANKLIN SMALL CAP VALUE SECURITIES FUND--CLASS 2				
	2002	\$10.000	\$11.228	0
	2003	\$11.228	\$14.599	17,710
	2004	\$14.599	\$17.778	32,091
	2005	\$17.778	\$19.031	56,409
	2006	\$19.031	\$21.909	67,453
	2007	\$21.909	\$21.046	74,742
	2008	\$21.046	\$13.873	68,129
	2009	\$13.873	\$17.632	59,102
	2010	\$17.632	\$22.249	49,377
	2011	\$22.249	\$21.073	40,278
FTVIP FRANKLIN SMALL-MID CAP GROWTH SECURITIES FUND--CLASS 2				
	2002	\$10.000	\$11.538	0
	2003	\$11.538	\$15.583	2,120
	2004	\$15.583	\$17.095	1,457
	2005	\$17.095	\$17.630	1,685
	2006	\$17.630	\$18.858	1,833
	2007	\$18.858	\$20.643	1,745
	2008	\$20.643	\$11.681	1,870
	2009	\$11.681	\$16.505	1,956
	2010	\$16.505	\$20.730	1,713
	2011	\$20.730	\$19.415	1,657
FTVIP FRANKLIN U.S. GOVERNMENT FUND--CLASS 2				
	2004	\$10.000	\$10.253	4,788
	2005	\$10.253	\$10.333	36,809
	2006	\$10.333	\$10.577	69,659
	2007	\$10.577	\$11.096	71,356
	2008	\$11.096	\$11.748	84,106
	2009	\$11.748	\$11.919	121,665
	2010	\$11.919	\$12.350	100,956
	2011	\$12.350	\$12.844	80,072
FTVIP MUTUAL GLOBAL DISCOVERY SECURITIES FUND--CLASS 2				
	2006	\$10.000	\$11.019	28,256
	2007	\$11.019	\$12.127	139,069
	2008	\$12.127	\$8.538	142,841
	2009	\$8.538	\$10.362	133,223
	2010	\$10.362	\$11.417	120,659
	2011	\$11.417	\$10.903	93,404
FTVIP MUTUAL SHARES SECURITIES FUND--CLASS 2				
	2002	\$10.000	\$10.327	0
	2003	\$10.327	\$12.718	51,247
	2004	\$12.718	\$14.097	89,468
	2005	\$14.097	\$15.338	195,874
	2006	\$15.338	\$17.869	248,012
	2007	\$17.869	\$18.195	286,267
	2008	\$18.195	\$11.261	235,403
	2009	\$11.261	\$13.969	193,701
	2010	\$13.969	\$15.286	159,607
	2011	\$15.286	\$14.886	113,515



ALLSTATE ADVISOR VARIABLE ANNUITY: ALLSTATE ADVISOR PREFERRED CONTRACTS WITH 5 YEAR WITHDRAWAL CHARGE OPTION--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.4

Sub-Accounts	Number of			
	Accumulation Unit Value		Units	
	Ending at December 31	at Beginning of Period	at End of Period	at End of Period
FTVIP TEMPLETON DEVELOPING MARKETS SECURITIES FUND--CLASS 2				
2002	\$10.000	\$11.236	0	
2003	\$11.236	\$16.917	4,338	
2004	\$16.917	\$20.762	10,936	
2005	\$20.762	\$26.037	24,121	
2006	\$26.037	\$32.822	33,128	
2007	\$32.822	\$41.594	21,398	
2008	\$41.594	\$19.358	21,909	
2009	\$19.358	\$32.879	20,227	
2010	\$32.879	\$38.048	17,301	
2011	\$38.048	\$31.506	14,612	
FTVIP TEMPLETON FOREIGN SECURITIES FUND--CLASS 2				
2002	\$10.000	\$10.477	0	
2003	\$10.477	\$13.633	10,738	
2004	\$13.633	\$15.902	24,545	
2005	\$15.902	\$17.241	131,380	
2006	\$17.241	\$20.606	214,900	
2007	\$20.606	\$23.411	229,814	
2008	\$23.411	\$13.736	198,347	
2009	\$13.736	\$18.525	163,288	
2010	\$18.525	\$19.763	133,918	
2011	\$19.763	\$17.381	105,338	
FTVIP TEMPLETON GLOBAL BOND SECURITIES FUND--CLASS 2				
2002	\$10.000	\$10.723	1,921	
2003	\$10.723	\$12.920	1,995	
2004	\$12.920	\$14.589	2,561	
2005	\$14.589	\$13.916	2,729	
2006	\$13.916	\$15.444	2,751	
2007	\$15.444	\$16.870	2,584	
2008	\$16.870	\$17.632	1,829	
2009	\$17.632	\$20.593	2,009	
2010	\$20.593	\$23.194	69	
2011	\$23.194	\$22.627	0	
INVESCO VAN KAMPEN V.I. CAPITAL GROWTH FUND--SERIES II				
2002	\$10.000	\$9.412	0	
2003	\$9.412	\$11.767	4,800	
2004	\$11.767	\$12.365	16,427	
2005	\$12.365	\$13.098	35,171	
2006	\$13.098	\$13.229	43,766	
2007	\$13.229	\$15.184	46,533	
2008	\$15.184	\$7.603	41,011	
2009	\$7.603	\$12.394	33,167	
2010	\$12.394	\$14.584	24,429	
2011	\$14.584	\$13.435	17,815	

ALLSTATE ADVISOR VARIABLE ANNUITY: ALLSTATE ADVISOR PREFERRED CONTRACTS WITH 5 YEAR WITHDRAWAL CHARGE OPTION--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.4

Sub-Accounts	For the Year Ending December 31	Number of Accumulation Units		Units Outstanding at End of Period
		Unit Value at Beginning of Period	Unit Value at End of Period	
INVESCO VAN KAMPEN V.I. COMSTOCK FUND--SERIES II				
	2004	\$10.000	\$11.343	29,089
	2005	\$11.343	\$11.622	104,771
	2006	\$11.622	\$13.273	162,673
	2007	\$13.273	\$12.757	166,026
	2008	\$12.757	\$8.059	133,110
	2009	\$8.059	\$10.184	123,616
	2010	\$10.184	\$11.596	99,310
	2011	\$11.596	\$11.171	80,657
INVESCO VAN KAMPEN V.I. EQUITY AND INCOME FUND--SERIES II				
	2004	\$10.000	\$10.967	40,892
	2005	\$10.967	\$11.589	82,180
	2006	\$11.589	\$12.840	139,142
	2007	\$12.840	\$13.060	160,968
	2008	\$13.060	\$9.937	149,835
	2009	\$9.937	\$11.978	125,212
	2010	\$11.978	\$13.206	104,510
	2011	\$13.206	\$12.827	91,610
INVESCO VAN KAMPEN V.I. GROWTH AND INCOME FUND--SERIES II				
	2002	\$10.000	\$10.655	0
	2003	\$10.655	\$13.388	16,041
	2004	\$13.388	\$15.035	55,062
	2005	\$15.035	\$16.235	97,713
	2006	\$16.235	\$18.530	121,276
	2007	\$18.530	\$18.694	125,665
	2008	\$18.694	\$12.471	111,525
	2009	\$12.471	\$15.231	92,694
	2010	\$15.231	\$16.817	72,582
	2011	\$16.817	\$16.176	63,083
INVESCO VAN KAMPEN V.I. MID CAP GROWTH FUND--SERIES II				
	2004	\$10.000	\$11.130	5,000
	2005	\$11.130	\$12.171	9,550
	2006	\$12.171	\$12.567	7,898
	2007	\$12.567	\$14.543	7,549
	2008	\$14.543	\$7.609	6,352
	2009	\$7.609	\$11.709	5,887
	2010	\$11.709	\$14.665	5,666
	2011	\$14.665	\$13.082	4,466
INVESCO VAN KAMPEN V.I. MID CAP VALUE FUND--SERIES I				
	2004	\$10.000	\$11.306	17,454
	2005	\$11.306	\$12.497	18,097
	2006	\$12.497	\$14.844	17,725
	2007	\$14.844	\$15.753	14,683
	2008	\$15.753	\$9.101	13,906
	2009	\$9.101	\$12.468	12,012
	2010	\$12.468	\$14.999	6,277
	2011	\$14.999	\$14.897	2,052



ALLSTATE ADVISOR VARIABLE ANNUITY: ALLSTATE ADVISOR PREFERRED CONTRACTS WITH 5 YEAR WITHDRAWAL CHARGE OPTION--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.4

Number of
Accumulation Accumulation Units
For the Year Unit Value Unit Value Outstanding
Ending at Beginning at End at End
December 31 of Period of Period of Period

Sub-Accounts

INVESCO VAN KAMPEN V.I. MID CAP VALUE FUND--SERIES II

2004	\$10.000	\$11.300	18,683
2005	\$11.300	\$12.472	23,225
2006	\$12.472	\$14.805	40,335
2007	\$14.805	\$15.697	53,940
2008	\$15.697	\$9.049	55,316
2009	\$9.049	\$12.392	47,020
2010	\$12.392	\$14.900	38,572
2011	\$14.900	\$14.785	36,190

LORD ABBETT SERIES FUND, INC.--BOND-DEBENTURE PORTFOLIO

2004	\$10.000	\$10.363	1,954
2005	\$10.363	\$10.332	64,927
2006	\$10.332	\$11.116	124,486
2007	\$11.116	\$11.615	173,757
2008	\$11.615	\$9.426	146,403
2009	\$9.426	\$12.459	128,757
2010	\$12.459	\$13.771	104,848
2011	\$13.771	\$14.147	71,472

LORD ABBETT SERIES FUND, INC.--FUNDAMENTAL EQUITY PORTFOLIO

2004	\$10.000	\$10.912	2,680
2005	\$10.912	\$11.485	19,434
2006	\$11.485	\$12.958	33,197
2007	\$12.958	\$13.608	39,496
2008	\$13.608	\$9.552	35,683
2009	\$9.552	\$11.842	30,990
2010	\$11.842	\$13.871	23,559
2011	\$13.871	\$13.038	21,416

LORD ABBETT SERIES FUND, INC.--GROWTH AND INCOME PORTFOLIO

2004	\$10.000	\$10.896	7,786
2005	\$10.896	\$11.072	66,461
2006	\$11.072	\$12.778	96,277
2007	\$12.778	\$13.006	122,166
2008	\$13.006	\$8.137	105,589
2009	\$8.137	\$9.521	96,028
2010	\$9.521	\$11.001	85,295
2011	\$11.001	\$10.169	58,576

LORD ABBETT SERIES FUND, INC.--GROWTH OPPORTUNITIES PORTFOLIO

2004	\$10.000	\$11.144	86
2005	\$11.144	\$11.475	6,838
2006	\$11.475	\$12.184	31,720
2007	\$12.184	\$14.541	42,332
2008	\$14.541	\$8.837	39,901
2009	\$8.837	\$12.658	28,179
2010	\$12.658	\$15.312	21,998
2011	\$15.312	\$13.555	21,588



ALLSTATE ADVISOR VARIABLE ANNUITY: ALLSTATE ADVISOR PREFERRED CONTRACTS WITH 5 YEAR WITHDRAWAL CHARGE OPTION--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.4

Sub-Accounts	For the Year Ending December 31	Number of Accumulation Units		Units Outstanding at End of Period
		Unit Value at Beginning of Period	Unit Value at End of Period	
LORD ABBETT SERIES FUND, INC.--MID-CAP VALUE PORTFOLIO				
	2004	\$10.000	\$11.127	2,907
	2005	\$11.127	\$11.851	88,785
	2006	\$11.851	\$13.090	113,220
	2007	\$13.090	\$12.955	133,809
	2008	\$12.955	\$7.732	127,162
	2009	\$7.732	\$9.634	110,093
	2010	\$9.634	\$11.892	92,273
	2011	\$11.892	\$11.233	51,683
OPPENHEIMER BALANCED FUND/VA--SERVICE SHARES				
	2002	\$10.000	\$10.699	0
	2003	\$10.699	\$13.128	14,806
	2004	\$13.128	\$14.184	25,039
	2005	\$14.184	\$14.472	40,359
	2006	\$14.472	\$15.789	46,580
	2007	\$15.789	\$16.078	45,964
	2008	\$16.078	\$8.921	44,678
	2009	\$8.921	\$10.676	41,279
	2010	\$10.676	\$11.838	34,820
	2011	\$11.838	\$11.695	23,779
OPPENHEIMER CAPITAL APPRECIATION FUND/VA--SERVICE SHARES				
	2003	\$10.000	\$12.298	16,293
	2004	\$12.298	\$12.903	62,821
	2005	\$12.903	\$13.316	119,313
	2006	\$13.316	\$14.111	148,739
	2007	\$14.111	\$15.810	121,790
	2008	\$15.810	\$8.454	106,556
	2009	\$8.454	\$11.993	82,580
	2010	\$11.993	\$12.881	68,853
	2011	\$12.881	\$12.503	48,137
OPPENHEIMER CORE BOND FUND/VA--SERVICE SHARES				
	2004	\$10.000	\$10.110	1,900
	2005	\$10.110	\$10.182	19,950
	2006	\$10.182	\$10.515	131,838
	2007	\$10.515	\$10.770	250,642
	2008	\$10.770	\$6.457	255,607
	2009	\$6.457	\$6.929	257,461
	2010	\$6.929	\$7.589	213,012
	2011	\$7.589	\$8.060	164,661

ALLSTATE ADVISOR VARIABLE ANNUITY: ALLSTATE ADVISOR PREFERRED CONTRACTS WITH 5 YEAR WITHDRAWAL CHARGE OPTION--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.4

Sub-Accounts	Number of			
	Accumulation Unit Value		Units	
	Ending at December 31	at Beginning of Period	at End of Period	at End of Period
OPPENHEIMER GLOBAL SECURITIES FUND/VA--SERVICE SHARES				
2002	\$10.000	\$10.150	0	
2003	\$10.150	\$14.270	4,146	
2004	\$14.270	\$16.695	18,071	
2005	\$16.695	\$18.740	21,315	
2006	\$18.740	\$21.645	21,514	
2007	\$21.645	\$22.595	24,156	
2008	\$22.595	\$13.267	18,696	
2009	\$13.267	\$18.195	15,856	
2010	\$18.195	\$20.717	12,923	
2011	\$20.717	\$18.650	8,843	
OPPENHEIMER GLOBAL STRATEGIC INCOME FUND/VA--SERVICE SHARES				
2002	\$10.000	\$10.553	1,928	
2003	\$10.553	\$12.168	41,097	
2004	\$12.168	\$12.984	77,772	
2005	\$12.984	\$13.095	191,974	
2006	\$13.095	\$13.820	247,776	
2007	\$13.820	\$14.898	297,150	
2008	\$14.898	\$12.537	258,453	
2009	\$12.537	\$14.609	243,833	
2010	\$14.609	\$16.501	174,038	
2011	\$16.501	\$16.344	135,197	
OPPENHEIMER HIGH INCOME FUND/VA--SERVICE SHARES				
2002	\$10.000	\$10.663	0	
2003	\$10.663	\$12.991	12	
2004	\$12.991	\$13.901	41,186	
2005	\$13.901	\$13.955	48,901	
2006	\$13.955	\$15.000	61,033	
2007	\$15.000	\$14.691	66,322	
2008	\$14.691	\$3.098	87,042	
2009	\$3.098	\$3.840	70,920	
2010	\$3.840	\$4.324	59,676	
2011	\$4.324	\$4.147	47,869	
OPPENHEIMER MAIN STREET FUND(R)/VA--SERVICE SHARES				
2002	\$10.000	\$10.179	1,945	
2003	\$10.179	\$12.666	26,782	
2004	\$12.666	\$13.604	59,125	
2005	\$13.604	\$14.157	140,753	
2006	\$14.157	\$15.989	202,184	
2007	\$15.989	\$16.387	197,820	
2008	\$16.387	\$9.897	190,381	
2009	\$9.897	\$12.466	166,920	
2010	\$12.466	\$14.210	137,070	
2011	\$14.210	\$13.940	103,909	

ALLSTATE ADVISOR VARIABLE ANNUITY: ALLSTATE ADVISOR PREFERRED CONTRACTS WITH 5 YEAR WITHDRAWAL CHARGE OPTION--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.4

Sub-Accounts	For the Year Ending December 31	Number of Accumulation Units		
		Unit Value at Beginning of Period	Unit Value at End of Period	Units Outstanding at End of Period
OPPENHEIMER MAIN STREET SMALL- & MID-CAP FUND(R)/VA--SERVICE SHARES FORMERLY, OPPENHEIMER MAIN STREET SMALL CAP FUND(R)/VA--SERVICE SHARES				
	2002	\$10.000	\$10.356	0
	2003	\$10.356	\$14.701	14,941
	2004	\$14.701	\$17.242	25,485
	2005	\$17.242	\$18.617	41,748
	2006	\$18.617	\$21.007	54,905
	2007	\$21.007	\$20.384	54,188
	2008	\$20.384	\$12.436	48,848
	2009	\$12.436	\$16.752	41,773
	2010	\$16.752	\$20.286	30,478
	2011	\$20.286	\$19.489	25,911
OPPENHEIMER SMALL- & MID-CAP GROWTH FUND/VA--SERVICE SHARES				
	2002	\$10.000	\$10.063	0
	2003	\$10.063	\$12.422	8,483
	2004	\$12.422	\$14.600	22,403
	2005	\$14.600	\$16.090	30,987
	2006	\$16.090	\$16.263	40,565
	2007	\$16.263	\$16.969	36,754
	2008	\$16.969	\$8.481	36,514
	2009	\$8.481	\$11.038	33,983
	2010	\$11.038	\$13.814	19,366
	2011	\$13.814	\$13.708	11,821
PUTNAM VT EQUITY INCOME FUND--CLASS IB				
	2009	\$10.000	\$12.783	79,948
	2010	\$12.783	\$14.165	69,708
	2011	\$14.165	\$14.208	54,645
PUTNAM VT GEORGE PUTNAM BALANCED FUND--CLASS IB				
	2002	\$10.000	\$10.517	0
	2003	\$10.517	\$12.113	24,540
	2004	\$12.113	\$12.899	64,309
	2005	\$12.899	\$13.202	58,344
	2006	\$13.202	\$14.542	72,048
	2007	\$14.542	\$14.446	67,765
	2008	\$14.446	\$8.427	38,767
	2009	\$8.427	\$10.418	33,425
	2010	\$10.418	\$11.363	29,228
	2011	\$11.363	\$11.492	23,376

ALLSTATE ADVISOR VARIABLE ANNUITY: ALLSTATE ADVISOR PREFERRED CONTRACTS WITH 5 YEAR WITHDRAWAL CHARGE OPTION--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.4

Sub-Accounts	For the Year Ending December 31	Number of		
		Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Units Outstanding at End of Period
PUTNAM VT GLOBAL ASSET ALLOCATION FUND--CLASS IB				
	2002	\$10.000	\$10.390	0
	2003	\$10.390	\$12.464	8,988
	2004	\$12.464	\$13.383	14,779
	2005	\$13.383	\$14.089	22,697
	2006	\$14.089	\$15.649	33,202
	2007	\$15.649	\$15.851	29,202
	2008	\$15.851	\$10.401	22,083
	2009	\$10.401	\$13.839	20,871
	2010	\$13.839	\$15.620	20,539
	2011	\$15.620	\$15.308	17,521
PUTNAM VT GLOBAL HEALTH CARE FUND--CLASS IB				
	2002	\$10.000	\$9.726	0
	2003	\$9.726	\$11.331	978
	2004	\$11.331	\$11.945	1,958
	2005	\$11.945	\$13.308	2,147
	2006	\$13.308	\$13.462	2,250
	2007	\$13.462	\$13.168	2,107
	2008	\$13.168	\$10.746	1,552
	2009	\$10.746	\$13.325	398
	2010	\$13.325	\$13.436	377
	2011	\$13.436	\$13.067	2,043
PUTNAM VT GLOBAL UTILITIES FUND--CLASS IB				
	2002	\$10.000	\$11.472	0
	2003	\$11.472	\$14.093	2,112
	2004	\$14.093	\$16.864	5,170
	2005	\$16.864	\$18.020	5,057
	2006	\$18.020	\$22.529	4,787
	2007	\$22.529	\$26.590	2,885
	2008	\$26.590	\$18.188	2,084
	2009	\$18.188	\$19.216	2,203
	2010	\$19.216	\$19.257	2,334
	2011	\$19.257	\$17.927	1,810
PUTNAM VT GROWTH AND INCOME FUND--CLASS IB				
	2002	\$10.000	\$10.800	0
	2003	\$10.800	\$14.093	2,112
	2004	\$14.093	\$14.804	49,986
	2005	\$14.804	\$15.331	53,041
	2006	\$15.331	\$17.489	51,557
	2007	\$17.489	\$16.170	56,846
	2008	\$16.170	\$9.755	35,860
	2009	\$9.755	\$12.461	31,367
	2010	\$12.461	\$14.027	24,921
	2011	\$14.027	\$13.163	19,371

ALLSTATE ADVISOR VARIABLE ANNUITY: ALLSTATE ADVISOR PREFERRED CONTRACTS WITH 5 YEAR WITHDRAWAL CHARGE OPTION--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.4

Sub-Accounts	For the Year Ending December 31	Number of Accumulation Units		Units Outstanding at End of Period
		Unit Value at Beginning of Period	Unit Value at End of Period	
PUTNAM VT HIGH YIELD FUND--CLASS IB				
	2002	\$10.000	\$10.743	0
	2003	\$10.743	\$13.378	20,709
	2004	\$13.378	\$14.554	39,241
	2005	\$14.554	\$14.766	58,158
	2006	\$14.766	\$16.062	84,296
	2007	\$16.062	\$16.246	90,170
	2008	\$16.246	\$11.820	71,506
	2009	\$11.820	\$17.470	63,317
	2010	\$17.470	\$19.606	48,193
	2011	\$19.606	\$19.634	35,571
PUTNAM VT INCOME FUND--CLASS IB				
	2002	\$10.000	\$10.187	0
	2003	\$10.187	\$10.469	33,742
	2004	\$10.469	\$10.759	65,425
	2005	\$10.759	\$10.838	153,673
	2006	\$10.838	\$11.149	278,298
	2007	\$11.149	\$11.544	316,107
	2008	\$11.544	\$8.642	257,346
	2009	\$8.642	\$12.472	195,766
	2010	\$12.472	\$13.486	163,032
	2011	\$13.486	\$13.935	120,780
PUTNAM VT INTERNATIONAL EQUITY FUND--CLASS IB				
	2002	\$10.000	\$10.606	0
	2003	\$10.606	\$13.416	16,560
	2004	\$13.416	\$15.341	23,536
	2005	\$15.341	\$16.939	34,205
	2006	\$16.939	\$21.291	56,149
	2007	\$21.291	\$22.704	67,587
	2008	\$22.704	\$12.523	61,723
	2009	\$12.523	\$15.359	57,600
	2010	\$15.359	\$16.630	54,173
	2011	\$16.630	\$13.595	44,970
PUTNAM VT INVESTORS FUND--CLASS IB				
	2002	\$10.000	\$10.409	0
	2003	\$10.409	\$13.024	4,222
	2004	\$13.024	\$14.437	5,134
	2005	\$14.437	\$15.460	14,206
	2006	\$15.460	\$17.334	28,439
	2007	\$17.334	\$16.176	33,309
	2008	\$16.176	\$9.623	21,458
	2009	\$9.623	\$12.389	19,349
	2010	\$12.389	\$13.889	16,051
	2011	\$13.889	\$13.675	9,056

ALLSTATE ADVISOR VARIABLE ANNUITY: ALLSTATE ADVISOR PREFERRED CONTRACTS WITH 5 YEAR WITHDRAWAL CHARGE OPTION--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.4

Sub-Accounts	For the Year Ending December 31	Number of Accumulation Units	
		Unit Value at Beginning of Period	Unit Value at End of Period
PUTNAM VT MONEY MARKET FUND--CLASS IB			
2002	\$10.000	\$9.987	0
2003	\$9.987	\$9.878	3,503
2004	\$9.878	\$9.785	25,745
2005	\$9.785	\$9.873	132,095
2006	\$9.873	\$10.144	212,468
2007	\$10.144	\$10.459	333,114
2008	\$10.459	\$10.557	236,819
2009	\$10.557	\$10.411	245,324
2010	\$10.411	\$10.249	247,881
2011	\$10.249	\$10.088	165,490
PUTNAM VT MULTI-CAP GROWTH FUND--CLASS IB			
2002	\$10.000	\$10.381	0
2003	\$10.381	\$13.530	4,646
2004	\$13.530	\$14.687	4,607
2005	\$14.687	\$15.900	4,534
2006	\$15.900	\$16.987	4,578
2007	\$16.987	\$17.675	3,706
2008	\$17.675	\$10.654	1,418
2009	\$10.654	\$13.855	482
2010	\$13.855	\$16.301	4,562
2011	\$16.301	\$15.227	2,694
PUTNAM VT NEW VALUE FUND--CLASS IB			
2002	\$10.000	\$11.206	0
2003	\$11.206	\$14.610	3,413
2004	\$14.610	\$16.596	9,332
2005	\$16.596	\$17.296	52,908
2006	\$17.296	\$19.747	83,473
2007	\$19.747	\$18.481	99,643
2008	\$18.481	\$10.047	92,634
2009	\$10.047	\$9.460	0
PUTNAM VT RESEARCH FUND--CLASS IB			
2002	\$10.000	\$10.644	0
2003	\$10.644	\$13.128	2,239
2004	\$13.128	\$13.896	4,387
2005	\$13.896	\$14.361	4,597
2006	\$14.361	\$15.733	4,443
2007	\$15.733	\$15.568	3,226
2008	\$15.568	\$9.415	2,745
2009	\$9.415	\$12.340	1,662
2010	\$12.340	\$14.132	1,628
2011	\$14.132	\$13.665	378

ALLSTATE ADVISOR VARIABLE ANNUITY: ALLSTATE ADVISOR PREFERRED CONTRACTS WITH 5 YEAR WITHDRAWAL CHARGE OPTION--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.4

Sub-Accounts	For the Year Ending December 31	Number of Accumulation Units Outstanding		
		Unit Value at Beginning of Period	Unit Value at End of Period	Units at End of Period
PUTNAM VT VISTA FUND--CLASS IB				
	2002	\$10.000	\$10.374	0
	2003	\$10.374	\$13.596	9,417
	2004	\$13.596	\$15.869	15,619
	2005	\$15.869	\$17.515	12,925
	2006	\$17.515	\$18.177	9,150
	2007	\$18.177	\$18.568	7,663
	2008	\$18.568	\$9.950	6,265
	2009	\$9.950	\$13.586	5,142
	2010	\$13.586	\$15.526	0
PUTNAM VT VOYAGER FUND--CLASS IB				
	2002	\$10.000	\$10.111	0
	2003	\$10.111	\$12.429	44,440
	2004	\$12.429	\$12.847	54,946
	2005	\$12.847	\$13.363	71,627
	2006	\$13.363	\$13.866	70,383
	2007	\$13.866	\$14.398	64,271
	2008	\$14.398	\$8.922	51,527
	2009	\$8.922	\$14.390	44,697
	2010	\$14.390	\$17.106	37,002
	2011	\$17.106	\$13.830	26,322
UIF EMERGING MARKETS DEBT PORTFOLIO, CLASS II				
	2002	\$10.000	\$11.062	0
	2003	\$11.062	\$13.908	2,511
	2004	\$13.908	\$15.067	7,583
	2005	\$15.067	\$16.627	20,297
	2006	\$16.627	\$18.131	24,735
	2007	\$18.131	\$18.983	25,013
	2008	\$18.983	\$15.882	22,345
	2009	\$15.882	\$20.337	22,960
	2010	\$20.337	\$21.963	19,235
	2011	\$21.963	\$23.103	12,529
UIF GLOBAL FRANCHISE PORTFOLIO, CLASS II				
	2003	\$10.000	\$10.000	0
	2004	\$10.000	\$11.098	20,294
	2005	\$11.098	\$12.230	67,795
	2006	\$12.230	\$14.625	126,365
	2007	\$14.625	\$15.798	126,897
	2008	\$15.798	\$11.048	108,420
	2009	\$11.048	\$14.086	97,432
	2010	\$14.086	\$15.809	84,098
	2011	\$15.809	\$16.967	69,786

ALLSTATE ADVISOR VARIABLE ANNUITY: ALLSTATE ADVISOR PREFERRED CONTRACTS WITH 5 YEAR WITHDRAWAL CHARGE OPTION--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.4

Sub-Accounts	For the Year Ending December 31	Number of Accumulation Units Outstanding		
		Unit Value at Beginning of Period	Unit Value at End of Period	Units at End of Period
UIF GROWTH PORTFOLIO, CLASS I FORMERLY, UIF CAPITAL GROWTH PORTFOLIO, CLASS I				
	2004	\$10.000	\$10.763	7,291
	2005	\$10.763	\$12.257	6,860
	2006	\$12.257	\$12.558	5,209
	2007	\$12.558	\$15.064	4,795
	2008	\$15.064	\$7.532	3,861
	2009	\$7.532	\$12.272	3,428
	2010	\$12.272	\$14.838	2,323
	2011	\$14.838	\$14.194	2,202
UIF GROWTH PORTFOLIO, CLASS II FORMERLY, UIF CAPITAL GROWTH PORTFOLIO, CLASS II				
	2004	\$10.000	\$10.738	4,141
	2005	\$10.738	\$12.203	5,702
	2006	\$12.203	\$12.468	8,295
	2007	\$12.468	\$14.926	8,181
	2008	\$14.926	\$7.440	8,649
	2009	\$7.440	\$12.092	5,348
	2010	\$12.092	\$14.590	5,199
	2011	\$14.590	\$13.922	2,023
UIF MID CAP GROWTH PORTFOLIO, CLASS II				
	2006	\$10.000	\$9.833	33,087
	2007	\$9.833	\$11.864	55,991
	2008	\$11.864	\$6.209	61,786
	2009	\$6.209	\$9.616	51,479
	2010	\$9.616	\$12.517	33,210
	2011	\$12.517	\$11.434	25,338
UIF SMALL COMPANY GROWTH PORTFOLIO, CLASS II				
	2003	\$10.000	\$13.593	1,742
	2004	\$13.593	\$15.912	8,905
	2005	\$15.912	\$17.677	12,996
	2006	\$17.677	\$19.456	11,922
	2007	\$19.456	\$19.712	9,527
	2008	\$19.712	\$11.554	7,698
	2009	\$11.554	\$16.675	7,106
	2010	\$16.675	\$20.768	6,847
	2011	\$20.768	\$18.657	7,126
UIF U.S. REAL ESTATE PORTFOLIO, CLASS II				
	2002	\$10.000	\$10.703	0
	2003	\$10.703	\$14.547	10,341
	2004	\$14.547	\$19.479	25,715
	2005	\$19.479	\$22.382	34,738
	2006	\$22.382	\$30.325	37,755
	2007	\$30.325	\$24.686	45,700
	2008	\$24.686	\$15.048	41,215
	2009	\$15.048	\$19.028	37,874
	2010	\$19.028	\$24.254	30,799
	2011	\$24.254	\$25.221	25,190



ALLSTATE ADVISOR VARIABLE ANNUITY: ALLSTATE ADVISOR PREFERRED CONTRACTS WITH 5 YEAR WITHDRAWAL CHARGE OPTION--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.4

Sub-Accounts	For the Year Ending December 31	Number of		Units Outstanding at End of Period
		Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	

VAN KAMPEN LIT MONEY MARKET PORTFOLIO--CLASS II				
	2003	\$10.000	\$10.000	0
	2004	\$10.000	\$9.895	23,867
	2005	\$9.895	\$9.975	76,491
	2006	\$9.975	\$10.226	55,566
	2007	\$10.226	\$10.511	52,997
	2008	\$10.511	\$10.529	45,546
	2009	\$10.529	\$10.368	0

* The Accumulation Unit Values in this table reflect a mortality and expense risk charge of 1.40% and an administrative expense charge of 0.19%.

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ALLSTATE ADVISOR VARIABLE ANNUITY: ALLSTATE ADVISOR PREFERRED CONTRACTS WITH 5 YEAR WITHDRAWAL CHARGE OPTION--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

WITH THE MAV DEATH BENEFIT OPTION, THE ENHANCED BENEFICIARY PROTECTION (ANNUAL INCREASE) OPTION, BOTH ADDED ON OR AFTER MAY 1, 2003, AND THE EARNINGS PROTECTION DEATH BENEFIT OPTION (AGE 71-79)

MORTALITY & EXPENSE = 2.3

Sub-Accounts	Number of			
	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Units Outstanding at End of Period
FIDELITY VIP CONTRAFUND(R) PORTFOLIO--SERVICE CLASS 2				
	2006	\$10.000	\$10.207	0
	2007	\$10.207	\$11.673	0
	2008	\$11.673	\$6.523	0
	2009	\$6.523	\$8.616	0
	2010	\$8.616	\$9.824	0
	2011	\$9.824	\$9.313	0
FIDELITY VIP FREEDOM 2010 PORTFOLIO--SERVICE CLASS 2				
	2006	\$10.000	\$10.397	0
	2007	\$10.397	\$10.991	0
	2008	\$10.991	\$8.020	0
	2009	\$8.020	\$9.693	0
	2010	\$9.693	\$10.638	0
	2011	\$10.638	\$10.329	0
FIDELITY VIP FREEDOM 2020 PORTFOLIO--SERVICE CLASS 2				
	2006	\$10.000	\$10.427	0
	2007	\$10.427	\$11.179	0
	2008	\$11.179	\$7.325	0
	2009	\$7.325	\$9.182	0
	2010	\$9.182	\$10.236	0
	2011	\$10.236	\$9.858	0
FIDELITY VIP FREEDOM 2030 PORTFOLIO--SERVICE CLASS 2				
	2006	\$10.000	\$10.436	0
	2007	\$10.436	\$11.302	0
	2008	\$11.302	\$6.813	0
	2009	\$6.813	\$8.715	0
	2010	\$8.715	\$9.849	0
	2011	\$9.849	\$9.332	0
FIDELITY VIP FREEDOM INCOME PORTFOLIO--SERVICE CLASS 2				
	2006	\$10.000	\$10.289	0
	2007	\$10.289	\$10.624	0
	2008	\$10.624	\$9.251	0
	2009	\$9.251	\$10.341	0
	2010	\$10.341	\$10.815	0
	2011	\$10.815	\$10.693	0
FIDELITY VIP GROWTH STOCK PORTFOLIO--SERVICE CLASS 2				
	2006	\$10.000	\$9.686	0
	2007	\$9.686	\$11.551	0
	2008	\$11.551	\$6.220	0
	2009	\$6.220	\$8.760	0
	2010	\$8.760	\$10.230	0
	2011	\$10.230	\$10.021	0

ALLSTATE ADVISOR VARIABLE ANNUITY: ALLSTATE ADVISOR PREFERRED CONTRACTS WITH 5 YEAR WITHDRAWAL CHARGE OPTION--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

MORTALITY & EXPENSE = 2.3

Sub-Accounts	For the Year Ending December 31	Number of Accumulation Units		Units Outstanding at End of Period
		Unit Value at Beginning of Period	Unit Value at End of Period	
FIDELITY VIP INDEX 500 PORTFOLIO--SERVICE CLASS 2				
	2006	\$10.000	\$10.757	0
	2007	\$10.757	\$11.031	0
	2008	\$11.031	\$6.759	0
	2009	\$6.759	\$8.325	0
	2010	\$8.325	\$9.313	0
	2011	\$9.313	\$9.244	0
FIDELITY VIP MID CAP PORTFOLIO--SERVICE CLASS 2				
	2006	\$10.000	\$9.818	0
	2007	\$9.818	\$11.040	0
	2008	\$11.040	\$6.501	0
	2009	\$6.501	\$8.859	0
	2010	\$8.859	\$11.107	0
	2011	\$11.107	\$9.656	0
FTVIP FRANKLIN GROWTH AND INCOME SECURITIES FUND--CLASS 2				
	2003	\$10.680	\$13.292	0
	2004	\$13.292	\$14.336	0
	2005	\$14.336	\$14.472	0
	2006	\$14.472	\$16.477	0
	2007	\$16.477	\$15.469	0
	2008	\$15.469	\$9.782	0
	2009	\$9.782	\$12.072	0
	2010	\$12.072	\$13.735	0
	2011	\$13.735	\$13.716	0
FTVIP FRANKLIN INCOME SECURITIES FUND--CLASS 2				
	2004	\$10.000	\$11.171	0
	2005	\$11.171	\$11.069	0
	2006	\$11.069	\$12.763	0
	2007	\$12.763	\$12.911	0
	2008	\$12.911	\$8.856	0
	2009	\$8.856	\$11.709	0
	2010	\$11.709	\$12.865	0
	2011	\$12.865	\$12.844	0
FTVIP FRANKLIN LARGE CAP GROWTH SECURITIES FUND--CLASS 2				
	2004	\$10.000	\$10.501	0
	2005	\$10.501	\$10.349	40
	2006	\$10.349	\$11.192	40
	2007	\$11.192	\$11.592	40
	2008	\$11.592	\$7.400	40
	2009	\$7.400	\$9.361	39
	2010	\$9.361	\$10.186	1,243
	2011	\$10.186	\$9.783	1,174

ALLSTATE ADVISOR VARIABLE ANNUITY: ALLSTATE ADVISOR PREFERRED CONTRACTS WITH 5 YEAR WITHDRAWAL CHARGE OPTION--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

MORTALITY & EXPENSE = 2.3

Sub-Accounts	Number of			
	Accumulation Unit Value		Units	
	For the Year Ending December 31	at Beginning of Period	at End of Period	Outstanding at End of Period
FTVIP FRANKLIN SMALL CAP VALUE SECURITIES FUND--CLASS 2				
	2003	\$11.021	\$14.453	0
	2004	\$14.453	\$17.440	0
	2005	\$17.440	\$18.498	0
	2006	\$18.498	\$21.102	0
	2007	\$21.102	\$20.084	0
	2008	\$20.084	\$13.117	0
	2009	\$13.117	\$16.520	0
	2010	\$16.520	\$20.655	0
	2011	\$20.655	\$19.385	0
FTVIP FRANKLIN SMALL-MID CAP GROWTH SECURITIES FUND--CLASS 2				
	2003	\$11.801	\$15.428	0
	2004	\$15.428	\$16.770	0
	2005	\$16.770	\$17.137	0
	2006	\$17.137	\$18.164	0
	2007	\$18.164	\$19.700	0
	2008	\$19.700	\$11.045	0
	2009	\$11.045	\$15.464	0
	2010	\$15.464	\$19.244	0
	2011	\$19.244	\$17.860	0
FTVIP FRANKLIN U.S. GOVERNMENT FUND--CLASS 2				
	2004	\$10.000	\$10.190	0
	2005	\$10.190	\$10.176	0
	2006	\$10.176	\$10.322	0
	2007	\$10.322	\$10.728	0
	2008	\$10.728	\$11.255	0
	2009	\$11.255	\$11.315	0
	2010	\$11.315	\$11.616	0
	2011	\$11.616	\$11.971	0
FTVIP MUTUAL GLOBAL DISCOVERY SECURITIES FUND--CLASS 2				
	2006	\$10.000	\$10.951	0
	2007	\$10.951	\$11.942	0
	2008	\$11.942	\$8.331	0
	2009	\$8.331	\$10.018	0
	2010	\$10.018	\$10.936	0
	2011	\$10.936	\$10.349	0
FTVIP MUTUAL SHARES SECURITIES FUND--CLASS 2				
	2003	\$10.581	\$12.591	0
	2004	\$12.591	\$13.829	0
	2005	\$13.829	\$14.909	0
	2006	\$14.909	\$17.211	552
	2007	\$17.211	\$17.364	548
	2008	\$17.364	\$10.648	545
	2009	\$10.648	\$13.088	540
	2010	\$13.088	\$14.191	0
	2011	\$14.191	\$13.694	0

ALLSTATE ADVISOR VARIABLE ANNUITY: ALLSTATE ADVISOR PREFERRED CONTRACTS WITH 5 YEAR WITHDRAWAL CHARGE OPTION--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

MORTALITY & EXPENSE = 2.3

Sub-Accounts	Number of			Units Outstanding at End of Period
	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	
FTVIP TEMPLETON DEVELOPING MARKETS SECURITIES FUND--CLASS 2				
2003	\$11.655	\$16.748		0
2004	\$16.748	\$20.367		0
2005	\$20.367	\$25.309		0
2006	\$25.309	\$31.613		0
2007	\$31.613	\$39.694		0
2008	\$39.694	\$18.304		0
2009	\$18.304	\$30.806		0
2010	\$30.806	\$35.323		0
2011	\$35.323	\$28.983		0
FTVIP TEMPLETON FOREIGN SECURITIES FUND--CLASS 2				
2003	\$10.359	\$13.497		0
2004	\$13.497	\$15.599		0
2005	\$15.599	\$16.759		0
2006	\$16.759	\$19.847		281
2007	\$19.847	\$22.342		279
2008	\$22.342	\$12.988		277
2009	\$12.988	\$17.356		275
2010	\$17.356	\$18.347		668
2011	\$18.347	\$15.988		631
FTVIP TEMPLETON GLOBAL BOND SECURITIES FUND--CLASS 2				
2003	\$11.563	\$12.792		0
2004	\$12.792	\$14.312		0
2005	\$14.312	\$13.526		0
2006	\$13.526	\$14.875		0
2007	\$14.875	\$16.099		0
2008	\$16.099	\$16.672		0
2009	\$16.672	\$19.294		0
2010	\$19.294	\$21.533		0
2011	\$21.533	\$20.815		0
INVESCO VAN KAMPEN V.I. CAPITAL GROWTH FUND--SERIES II				
2003	\$9.909	\$11.650		0
2004	\$11.650	\$12.129		0
2005	\$12.129	\$12.732		0
2006	\$12.732	\$12.742		0
2007	\$12.742	\$14.490		0
2008	\$14.490	\$7.189		0
2009	\$7.189	\$11.612		0
2010	\$11.612	\$13.539		0
2011	\$13.539	\$12.359		0

ALLSTATE ADVISOR VARIABLE ANNUITY: ALLSTATE ADVISOR PREFERRED CONTRACTS WITH 5 YEAR WITHDRAWAL CHARGE OPTION--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

MORTALITY & EXPENSE = 2.3

Sub-Accounts	For the Year Ending December 31	Number of Accumulation Units		Units Outstanding at End of Period
		Unit Value at Beginning of Period	Unit Value at End of Period	
INVESCO VAN KAMPEN V.I. COMSTOCK FUND--SERIES II				
	2004	\$10.000	\$11.274	0
	2005	\$11.274	\$11.446	0
	2006	\$11.446	\$12.952	0
	2007	\$12.952	\$12.334	0
	2008	\$12.334	\$7.721	0
	2009	\$7.721	\$9.667	0
	2010	\$9.667	\$10.906	0
	2011	\$10.906	\$10.411	0
INVESCO VAN KAMPEN V.I. EQUITY AND INCOME FUND--SERIES II				
	2004	\$10.000	\$10.900	0
	2005	\$10.900	\$11.413	0
	2006	\$11.413	\$12.530	0
	2007	\$12.530	\$12.627	0
	2008	\$12.627	\$9.520	0
	2009	\$9.520	\$11.370	0
	2010	\$11.370	\$12.421	0
	2011	\$12.421	\$11.955	0
INVESCO VAN KAMPEN V.I. GROWTH AND INCOME FUND--SERIES II				
	2003	\$10.757	\$13.254	354
	2004	\$13.254	\$14.749	476
	2005	\$14.749	\$15.781	499
	2006	\$15.781	\$17.848	625
	2007	\$17.848	\$17.840	621
	2008	\$17.840	\$11.792	617
	2009	\$11.792	\$14.270	611
	2010	\$14.270	\$15.612	1,101
	2011	\$15.612	\$14.880	1,040
INVESCO VAN KAMPEN V.I. MID CAP GROWTH FUND--SERIES II				
	2004	\$10.000	\$11.062	0
	2005	\$11.062	\$11.986	0
	2006	\$11.986	\$12.263	0
	2007	\$12.263	\$14.061	0
	2008	\$14.061	\$7.289	0
	2009	\$7.289	\$11.114	0
	2010	\$11.114	\$13.794	0
	2011	\$13.794	\$12.192	0
INVESCO VAN KAMPEN V.I. MID CAP VALUE FUND--SERIES I				
	2004	\$10.000	\$11.237	629
	2005	\$11.237	\$12.307	313
	2006	\$12.307	\$14.486	311
	2007	\$14.486	\$15.231	309
	2008	\$15.231	\$8.719	307
	2009	\$8.719	\$11.835	304
	2010	\$11.835	\$14.108	0
	2011	\$14.108	\$13.884	0

ALLSTATE ADVISOR VARIABLE ANNUITY: ALLSTATE ADVISOR PREFERRED CONTRACTS WITH 5 YEAR WITHDRAWAL CHARGE OPTION--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

MORTALITY & EXPENSE = 2.3

Number of
Accumulation Accumulation Units
For the Year Unit Value Unit Value Outstanding
Ending at Beginning at End at End
December 31 of Period of Period of Period

Sub-Accounts

INVESTCO VAN KAMPEN V.I. MID CAP VALUE FUND--SERIES II

2004	\$10.000	\$11.231	0
2005	\$11.231	\$12.282	0
2006	\$12.282	\$14.447	0
2007	\$14.447	\$15.176	0
2008	\$15.176	\$8.668	0
2009	\$8.668	\$11.763	0
2010	\$11.763	\$14.014	0
2011	\$14.014	\$13.779	0

LORD ABBETT SERIES FUND, INC.--BOND-DEBENTURE PORTFOLIO

2004	\$10.000	\$10.339	0
2005	\$10.339	\$10.214	0
2006	\$10.214	\$10.890	0
2007	\$10.890	\$11.274	0
2008	\$11.274	\$9.065	0
2009	\$9.065	\$11.873	0
2010	\$11.873	\$13.003	0
2011	\$13.003	\$13.236	0

LORD ABBETT SERIES FUND, INC.--FUNDAMENTAL EQUITY PORTFOLIO

2004	\$10.000	\$10.887	0
2005	\$10.887	\$11.355	0
2006	\$11.355	\$12.694	0
2007	\$12.694	\$13.208	0
2008	\$13.208	\$9.186	0
2009	\$9.186	\$11.284	0
2010	\$11.284	\$13.097	0
2011	\$13.097	\$12.198	0

LORD ABBETT SERIES FUND, INC.--GROWTH AND INCOME PORTFOLIO

2004	\$10.000	\$10.871	0
2005	\$10.871	\$10.946	0
2006	\$10.946	\$12.518	0
2007	\$12.518	\$12.624	0
2008	\$12.624	\$7.826	0
2009	\$7.826	\$9.073	0
2010	\$9.073	\$10.388	0
2011	\$10.388	\$9.513	0

LORD ABBETT SERIES FUND, INC.--GROWTH OPPORTUNITIES PORTFOLIO

2004	\$10.000	\$11.119	0
2005	\$11.119	\$11.344	0
2006	\$11.344	\$11.936	0
2007	\$11.936	\$14.114	0
2008	\$14.114	\$8.499	0
2009	\$8.499	\$12.062	0
2010	\$12.062	\$14.458	0
2011	\$14.458	\$12.682	0

ALLSTATE ADVISOR VARIABLE ANNUITY: ALLSTATE ADVISOR PREFERRED CONTRACTS WITH 5 YEAR WITHDRAWAL CHARGE OPTION--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

MORTALITY & EXPENSE = 2.3

Sub-Accounts	Number of			
	Accumulation Unit Value		Accumulation Units	
	For the Year Ending December 31	at Beginning of Period	at End of Period	Outstanding at End of Period
LORD ABBETT SERIES FUND, INC.--MID-CAP VALUE PORTFOLIO				
2004	\$10.000	\$11.102	0	0
2005	\$11.102	\$11.716	0	0
2006	\$11.716	\$12.823	0	0
2007	\$12.823	\$12.574	0	0
2008	\$12.574	\$7.435	0	0
2009	\$7.435	\$9.180	0	0
2010	\$9.180	\$11.228	0	0
2011	\$11.228	\$10.510	0	0
OPPENHEIMER BALANCED FUND/VA--SERVICE SHARES				
2003	\$11.085	\$12.997	0	0
2004	\$12.997	\$13.914	0	0
2005	\$13.914	\$14.067	0	0
2006	\$14.067	\$15.207	0	0
2007	\$15.207	\$15.343	0	0
2008	\$15.343	\$8.435	0	0
2009	\$8.435	\$10.002	0	0
2010	\$10.002	\$10.990	0	0
2011	\$10.990	\$10.758	0	0
OPPENHEIMER CAPITAL APPRECIATION FUND/VA--SERVICE SHARES				
2003	\$10.000	\$12.222	0	0
2004	\$12.222	\$12.707	0	0
2005	\$12.707	\$12.994	0	0
2006	\$12.994	\$13.644	0	0
2007	\$13.644	\$15.146	0	0
2008	\$15.146	\$8.025	0	0
2009	\$8.025	\$11.280	0	0
2010	\$11.280	\$12.005	0	0
2011	\$12.005	\$11.546	0	0
OPPENHEIMER CORE BOND FUND/VA--SERVICE SHARES				
2004	\$10.000	\$10.087	0	0
2005	\$10.087	\$10.066	0	0
2006	\$10.066	\$10.300	0	0
2007	\$10.300	\$10.453	0	0
2008	\$10.453	\$6.210	0	0
2009	\$6.210	\$6.603	0	0
2010	\$6.603	\$7.165	0	0
2011	\$7.165	\$7.541	0	0
OPPENHEIMER GLOBAL SECURITIES FUND/VA--SERVICE SHARES				
2003	\$10.062	\$14.128	0	0
2004	\$14.128	\$16.377	0	0
2005	\$16.377	\$18.216	0	0
2006	\$18.216	\$20.848	0	0
2007	\$20.848	\$21.563	0	0
2008	\$21.563	\$12.545	0	0
2009	\$12.545	\$17.047	0	0
2010	\$17.047	\$19.233	0	0
2011	\$19.233	\$17.156	0	0



ALLSTATE ADVISOR VARIABLE ANNUITY: ALLSTATE ADVISOR PREFERRED CONTRACTS WITH 5 YEAR WITHDRAWAL CHARGE OPTION--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

MORTALITY & EXPENSE = 2.3

Sub-Accounts	For the Year Ending December 31	Number of Accumulation Units		Units Outstanding at End of Period
		Unit Value at Beginning of Period	Unit Value at End of Period	
OPPENHEIMER GLOBAL STRATEGIC INCOME FUND/VA--SERVICE SHARES				
	2003	\$11.224	\$12.046	0
	2004	\$12.046	\$12.737	0
	2005	\$12.737	\$12.729	0
	2006	\$12.729	\$13.310	0
	2007	\$13.310	\$14.217	0
	2008	\$14.217	\$11.855	0
	2009	\$11.855	\$13.688	0
	2010	\$13.688	\$15.319	0
	2011	\$15.319	\$15.035	0
OPPENHEIMER HIGH INCOME FUND/VA--SERVICE SHARES				
	2003	\$11.708	\$12.861	0
	2004	\$12.861	\$13.636	0
	2005	\$13.636	\$13.564	0
	2006	\$13.564	\$14.448	0
	2007	\$14.448	\$14.020	0
	2008	\$14.020	\$2.929	0
	2009	\$2.929	\$3.597	0
	2010	\$3.597	\$4.014	0
	2011	\$4.014	\$3.814	0
OPPENHEIMER MAIN STREET FUND(R)/VA--SERVICE SHARES				
	2003	\$10.442	\$12.540	370
	2004	\$12.540	\$13.346	498
	2005	\$13.346	\$13.761	525
	2006	\$13.761	\$15.400	29
	2007	\$15.400	\$15.638	29
	2008	\$15.638	\$9.358	29
	2009	\$9.358	\$11.680	29
	2010	\$11.680	\$13.192	0
	2011	\$13.192	\$12.823	0
OPPENHEIMER MAIN STREET SMALL- & MID-CAP FUND(R)/VA--SERVICE SHARES FORMERLY, OPPENHEIMER MAIN STREET SMALL CAP FUND(R)/VA--SERVICE SHARES				
	2003	\$10.692	\$14.554	321
	2004	\$14.554	\$16.914	428
	2005	\$16.914	\$18.096	213
	2006	\$18.096	\$20.234	211
	2007	\$20.234	\$19.452	210
	2008	\$19.452	\$11.759	209
	2009	\$11.759	\$15.695	207
	2010	\$15.695	\$18.833	0
	2011	\$18.833	\$17.927	0

ALLSTATE ADVISOR VARIABLE ANNUITY: ALLSTATE ADVISOR PREFERRED CONTRACTS WITH 5 YEAR WITHDRAWAL CHARGE OPTION--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

MORTALITY & EXPENSE = 2.3

Sub-Accounts	Number of			
	For the Year Ending	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Units Outstanding at End of Period
OPPENHEIMER SMALL- & MID-CAP GROWTH FUND/VA--SERVICE SHARES				
2003	\$10.319	\$12.298		0
2004	\$12.298	\$14.322		0
2005	\$14.322	\$15.640		0
2006	\$15.640	\$15.664		0
2007	\$15.664	\$16.193		0
2008	\$16.193	\$8.019		0
2009	\$8.019	\$10.342		0
2010	\$10.342	\$12.824		0
2011	\$12.824	\$12.610		0
PUTNAM VT EQUITY INCOME FUND--CLASS IB				
2009	\$10.000	\$11.976		0
2010	\$11.976	\$13.150		0
2011	\$13.150	\$13.070		0
PUTNAM VT GEORGE PUTNAM BALANCED FUND--CLASS IB				
2003	\$10.660	\$11.992		0
2004	\$11.992	\$12.654		0
2005	\$12.654	\$12.833		0
2006	\$12.833	\$14.006		0
2007	\$14.006	\$13.786		0
2008	\$13.786	\$7.968		0
2009	\$7.968	\$9.761		0
2010	\$9.761	\$10.548		0
2011	\$10.548	\$10.571		0
PUTNAM VT GLOBAL ASSET ALLOCATION FUND--CLASS IB				
2003	\$10.730	\$12.339		0
2004	\$12.339	\$13.128		0
2005	\$13.128	\$13.695		0
2006	\$13.695	\$15.072		0
2007	\$15.072	\$15.127		0
2008	\$15.127	\$9.835		0
2009	\$9.835	\$12.966		0
2010	\$12.966	\$14.501		0
2011	\$14.501	\$14.081		0
PUTNAM VT GLOBAL HEALTH CARE FUND--CLASS IB				
2003	\$10.213	\$11.218		0
2004	\$11.218	\$11.718		0
2005	\$11.718	\$12.935		0
2006	\$12.935	\$12.966		0
2007	\$12.966	\$12.566		0
2008	\$12.566	\$10.161		0
2009	\$10.161	\$12.484		0
2010	\$12.484	\$12.474		0
2011	\$12.474	\$12.020		0

ALLSTATE ADVISOR VARIABLE ANNUITY: ALLSTATE ADVISOR PREFERRED CONTRACTS WITH 5 YEAR WITHDRAWAL CHARGE OPTION--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

MORTALITY & EXPENSE = 2.3

Sub-Accounts	Accumulation Unit Value		Number of	Units Outstanding at End of Period
	Ending at December 31	at Beginning of Period	Accumulation Units at End of Period	

PUTNAM VT GLOBAL UTILITIES FUND--CLASS IB				
2003	\$11.623	\$13.975	0	0
2004	\$13.975	\$16.543	0	0
2005	\$16.543	\$17.516	0	0
2006	\$17.516	\$21.699	0	0
2007	\$21.699	\$25.376	0	0
2008	\$25.376	\$17.199	0	0
2009	\$17.199	\$18.004	0	0
2010	\$18.004	\$17.878	0	0
2011	\$17.878	\$16.491	0	0

PUTNAM VT GROWTH AND INCOME FUND--CLASS IB				
2003	\$10.971	\$13.404	0	0
2004	\$13.404	\$14.522	0	0
2005	\$14.522	\$14.902	0	0
2006	\$14.902	\$16.845	0	0
2007	\$16.845	\$15.431	0	0
2008	\$15.431	\$9.224	0	0
2009	\$9.224	\$11.675	0	0
2010	\$11.675	\$13.022	0	0
2011	\$13.022	\$12.109	0	0

PUTNAM VT HIGH YIELD FUND--CLASS IB				
2003	\$11.841	\$13.245	0	0
2004	\$13.245	\$14.277	0	0
2005	\$14.277	\$14.353	0	0
2006	\$14.353	\$15.470	0	0
2007	\$15.470	\$15.504	0	0
2008	\$15.504	\$11.177	0	0
2009	\$11.177	\$16.368	0	0
2010	\$16.368	\$18.202	0	0
2011	\$18.202	\$18.061	0	0

PUTNAM VT INCOME FUND--CLASS IB				
2003	\$10.335	\$10.364	0	0
2004	\$10.364	\$10.554	0	0
2005	\$10.554	\$10.535	0	0
2006	\$10.535	\$10.738	0	0
2007	\$10.738	\$11.016	0	0
2008	\$11.016	\$8.171	0	0
2009	\$8.171	\$11.686	0	0
2010	\$11.686	\$12.520	0	0
2011	\$12.520	\$12.819	0	0

ALLSTATE ADVISOR VARIABLE ANNUITY: ALLSTATE ADVISOR PREFERRED CONTRACTS WITH 5 YEAR WITHDRAWAL CHARGE OPTION--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

MORTALITY & EXPENSE = 2.3

Sub-Accounts	Number of			Units Outstanding at End of Period
	Accumulation Unit Value at Beginning December 31	Accumulation Unit Value at End of Period	Units Outstanding at End of Period	

PUTNAM VT INTERNATIONAL EQUITY FUND--CLASS IB

2003	\$10.554	\$13.282	0
2004	\$13.282	\$15.049	0
2005	\$15.049	\$16.465	0
2006	\$16.465	\$20.507	0
2007	\$20.507	\$21.667	0
2008	\$21.667	\$11.841	0
2009	\$11.841	\$14.390	0
2010	\$14.390	\$15.439	0
2011	\$15.439	\$12.505	0

PUTNAM VT INVESTORS FUND--CLASS IB

2003	\$10.670	\$12.894	0
2004	\$12.894	\$14.163	0
2005	\$14.163	\$15.027	0
2006	\$15.027	\$16.696	0
2007	\$16.696	\$15.437	0
2008	\$15.437	\$9.099	0
2009	\$9.099	\$11.607	0
2010	\$11.607	\$12.894	0
2011	\$12.894	\$12.579	0

PUTNAM VT MONEY MARKET FUND--CLASS IB

2003	\$9.917	\$9.779	0
2004	\$9.779	\$9.598	0
2005	\$9.598	\$9.597	0
2006	\$9.597	\$9.770	0
2007	\$9.770	\$9.981	0
2008	\$9.981	\$9.982	0
2009	\$9.982	\$9.754	0
2010	\$9.754	\$9.515	0
2011	\$9.515	\$9.279	0

PUTNAM VT MULTI-CAP GROWTH FUND--CLASS IB

2003	\$10.957	\$13.395	0
2004	\$13.395	\$14.408	0
2005	\$14.408	\$15.456	0
2006	\$15.456	\$16.362	0
2007	\$16.362	\$16.868	0
2008	\$16.868	\$10.074	0
2009	\$10.074	\$12.980	0
2010	\$12.980	\$15.133	0
2011	\$15.133	\$14.007	0

ALLSTATE ADVISOR VARIABLE ANNUITY: ALLSTATE ADVISOR PREFERRED CONTRACTS WITH 5 YEAR WITHDRAWAL CHARGE OPTION--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

MORTALITY & EXPENSE = 2.3

Number of
Accumulation Accumulation Units
For the Year Unit Value Unit Value Outstanding
Ending at Beginning at End at End
Sub-Accounts December 31 of Period of Period of Period

PUTNAM VT NEW VALUE FUND--CLASS IB

2003	\$11.298	\$14.464	0
2004	\$14.464	\$16.280	0
2005	\$16.280	\$16.812	0
2006	\$16.812	\$19.020	0
2007	\$19.020	\$17.637	0
2008	\$17.637	\$9.500	0
2009	\$9.500	\$8.935	0

PUTNAM VT RESEARCH FUND--CLASS IB

2003	\$10.819	\$12.997	356
2004	\$12.997	\$13.632	481
2005	\$13.632	\$13.960	478
2006	\$13.960	\$15.153	0
2007	\$15.153	\$14.856	0
2008	\$14.856	\$8.902	0
2009	\$8.902	\$11.561	0
2010	\$11.561	\$13.120	0
2011	\$13.120	\$12.570	0

PUTNAM VT VISTA FUND--CLASS IB

2003	\$10.776	\$13.460	0
2004	\$13.460	\$15.567	0
2005	\$15.567	\$17.025	0
2006	\$17.025	\$17.507	0
2007	\$17.507	\$17.719	0
2008	\$17.719	\$9.408	0
2009	\$9.408	\$12.729	0
2010	\$12.729	\$14.449	0

PUTNAM VT VOYAGER FUND--CLASS IB

2003	\$10.557	\$12.305	0
2004	\$12.305	\$12.603	0
2005	\$12.603	\$12.989	0
2006	\$12.989	\$13.355	0
2007	\$13.355	\$13.740	0
2008	\$13.740	\$8.436	0
2009	\$8.436	\$13.482	0
2010	\$13.482	\$15.881	0
2011	\$15.881	\$12.722	0

UIF EMERGING MARKETS DEBT PORTFOLIO, CLASS II

2003	\$12.265	\$13.770	0
2004	\$13.770	\$14.780	0
2005	\$14.780	\$16.162	0
2006	\$16.162	\$17.464	0
2007	\$17.464	\$18.115	0
2008	\$18.115	\$15.018	0
2009	\$15.018	\$19.054	0
2010	\$19.054	\$20.390	0
2011	\$20.390	\$21.252	0



ALLSTATE ADVISOR VARIABLE ANNUITY: ALLSTATE ADVISOR PREFERRED CONTRACTS WITH 5 YEAR WITHDRAWAL CHARGE OPTION--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

MORTALITY & EXPENSE = 2.3

Number of
Accumulation Accumulation Units
For the Year Unit Value Unit Value Outstanding
Ending at Beginning at End at End
Sub-Accounts December 31 of Period of Period of Period

UIF GLOBAL FRANCHISE PORTFOLIO, CLASS II

2003	\$10.000	\$10.000	0
2004	\$10.000	\$10.996	0
2005	\$10.996	\$12.007	0
2006	\$12.007	\$14.228	0
2007	\$14.228	\$15.228	0
2008	\$15.228	\$10.551	0
2009	\$10.551	\$13.331	0
2010	\$13.331	\$14.825	0
2011	\$14.825	\$15.765	0

UIF GROWTH PORTFOLIO, CLASS I FORMERLY, UIF CAPITAL GROWTH PORTFOLIO, CLASS I

2004	\$10.000	\$10.697	0
2005	\$10.697	\$12.071	0
2006	\$12.071	\$12.254	688,857
2007	\$12.254	\$14.565	851
2008	\$14.565	\$7.216	845
2009	\$7.216	\$11.649	838
2010	\$11.649	\$13.956	0
2011	\$13.956	\$13.229	0

UIF GROWTH PORTFOLIO, CLASS II FORMERLY, UIF CAPITAL GROWTH PORTFOLIO, CLASS II

2004	\$10.000	\$10.672	0
2005	\$10.672	\$12.018	0
2006	\$12.018	\$12.166	0
2007	\$12.166	\$14.432	0
2008	\$14.432	\$7.127	0
2009	\$7.127	\$11.478	0
2010	\$11.478	\$13.723	0
2011	\$13.723	\$12.975	0

UIF MID CAP GROWTH PORTFOLIO, CLASS II

2006	\$10.000	\$9.772	0
2007	\$9.772	\$11.682	0
2008	\$11.682	\$6.058	0
2009	\$6.058	\$9.296	0
2010	\$9.296	\$11.990	0
2011	\$11.990	\$10.853	0

UIF SMALL COMPANY GROWTH PORTFOLIO, CLASS II

2003	\$10.000	\$13.510	0
2004	\$13.510	\$15.670	0
2005	\$15.670	\$17.250	0
2006	\$17.250	\$18.813	211
2007	\$18.813	\$18.885	210
2008	\$18.885	\$10.968	208
2009	\$10.968	\$15.684	207
2010	\$15.684	\$19.355	0
2011	\$19.355	\$17.229	0



ALLSTATE ADVISOR VARIABLE ANNUITY: ALLSTATE ADVISOR PREFERRED CONTRACTS WITH 5 YEAR WITHDRAWAL CHARGE OPTION--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

MORTALITY & EXPENSE = 2.3

Sub-Accounts	Accumulation Unit Value		Number of
	Ending at December 31	at Beginning of Period	Units Outstanding at End of Period

UIF U.S. REAL ESTATE PORTFOLIO, CLASS II

2003	\$11.357	\$14.402	0
2004	\$14.402	\$19.109	0
2005	\$19.109	\$21.756	0
2006	\$21.756	\$29.208	0
2007	\$29.208	\$23.558	0
2008	\$23.558	\$14.228	0
2009	\$14.228	\$17.827	0
2010	\$17.827	\$22.516	0
2011	\$22.516	\$23.200	0

VAN KAMPEN LIT MONEY MARKET PORTFOLIO--CLASS II

2003	\$10.000	\$10.000	0
2004	\$10.000	\$9.805	0
2005	\$9.805	\$9.793	0
2006	\$9.793	\$9.948	0
2007	\$9.948	\$10.132	0
2008	\$10.132	\$10.056	0
2009	\$10.056	\$9.815	0

* The Accumulation Unit Values in this table reflect a mortality and expense risk charge of 2.30% and an administrative expense charge of 0.19%.

YEAR

WITHDRAWAL CHARGE OPTION--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING

FOR EACH VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.5

Sub-Accounts	For the Year Ending December 31	Number of Accumulation Units		
		Unit Value at Beginning of Period	Unit Value at End of Period	Units Outstanding at End of Period

FIDELITY VIP CONTRAFUND(R) PORTFOLIO--SERVICE CLASS 2				
	2006	\$10.000	\$10.263	414,282
	2007	\$10.263	\$11.834	723,702
	2008	\$11.834	\$6.667	709,286
	2009	\$6.667	\$8.879	601,778
	2010	\$8.879	\$10.207	457,330
	2011	\$10.207	\$9.755	278,431

FIDELITY VIP FREEDOM 2010 PORTFOLIO--SERVICE CLASS 2				
	2006	\$10.000	\$10.454	130,383
	2007	\$10.454	\$11.142	148,898
	2008	\$11.142	\$8.197	65,773
	2009	\$8.197	\$9.989	55,401
	2010	\$9.989	\$11.052	39,273
	2011	\$11.052	\$10.819	60,877

FIDELITY VIP FREEDOM 2020 PORTFOLIO--SERVICE CLASS 2				
	2006	\$10.000	\$10.484	36,399
	2007	\$10.484	\$11.333	99,598
	2008	\$11.333	\$7.487	65,030
	2009	\$7.487	\$9.462	27,133
	2010	\$9.462	\$10.635	24,098
	2011	\$10.635	\$10.326	49,240

FIDELITY VIP FREEDOM 2030 PORTFOLIO--SERVICE CLASS 2				
	2006	\$10.000	\$10.493	42,087
	2007	\$10.493	\$11.458	40,167
	2008	\$11.458	\$6.964	88,559
	2009	\$6.964	\$8.981	82,513
	2010	\$8.981	\$10.232	81,870
	2011	\$10.232	\$9.775	12,194

FIDELITY VIP FREEDOM INCOME PORTFOLIO--SERVICE CLASS 2				
	2006	\$10.000	\$10.345	9,730
	2007	\$10.345	\$10.771	10,156
	2008	\$10.771	\$9.455	4,355
	2009	\$9.455	\$10.656	3,997
	2010	\$10.656	\$11.236	2,189
	2011	\$11.236	\$11.200	213

FIDELITY VIP GROWTH STOCK PORTFOLIO--SERVICE CLASS 2				
	2006	\$10.000	\$9.739	7,984
	2007	\$9.739	\$11.710	10,829
	2008	\$11.710	\$6.358	16,378
	2009	\$6.358	\$9.027	9,794
	2010	\$9.027	\$10.629	10,512
	2011	\$10.629	\$10.497	3,415



YEAR

WITHDRAWAL CHARGE OPTION--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING

FOR EACH VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.5

Sub-Accounts	For the Year Ending December 31	Number of		Units Outstanding at End of Period
		Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	

FIDELITY VIP INDEX 500 PORTFOLIO--SERVICE CLASS 2				
	2006	\$10.000	\$10.816	37,450
	2007	\$10.816	\$11.184	47,278
	2008	\$11.184	\$6.909	85,968
	2009	\$6.909	\$8.579	72,421
	2010	\$8.579	\$9.676	41,785
	2011	\$9.676	\$9.682	28,227

FIDELITY VIP MID CAP PORTFOLIO--SERVICE CLASS 2				
	2006	\$10.000	\$9.872	94,755
	2007	\$9.872	\$11.192	192,846
	2008	\$11.192	\$6.645	203,011
	2009	\$6.645	\$9.130	175,340
	2010	\$9.130	\$11.540	141,472
	2011	\$11.540	\$10.114	106,342

FTVIP FRANKLIN GROWTH AND INCOME SECURITIES FUND--CLASS 2				
	2002	\$10.000	\$10.851	347
	2003	\$10.851	\$13.409	117,457
	2004	\$13.409	\$14.582	236,098
	2005	\$14.582	\$14.840	310,781
	2006	\$14.840	\$17.034	302,687
	2007	\$17.034	\$16.124	261,390
	2008	\$16.124	\$10.280	205,726
	2009	\$10.280	\$12.790	177,653
	2010	\$12.790	\$14.672	132,201
	2011	\$14.672	\$14.771	114,763

FTVIP FRANKLIN INCOME SECURITIES FUND--CLASS 2				
	2004	\$10.000	\$11.233	66,922
	2005	\$11.233	\$11.221	1,005,366
	2006	\$11.221	\$13.044	2,122,022
	2007	\$13.044	\$13.304	2,815,817
	2008	\$13.304	\$9.200	2,181,007
	2009	\$9.200	\$12.264	1,764,424
	2010	\$12.264	\$13.585	1,293,447
	2011	\$13.585	\$13.674	980,131

FTVIP FRANKLIN LARGE CAP GROWTH SECURITIES FUND--CLASS 2				
	2004	\$10.000	\$10.523	2,116
	2005	\$10.523	\$10.455	378,307
	2006	\$10.455	\$11.399	825,544
	2007	\$11.399	\$11.903	1,001,796
	2008	\$11.903	\$7.661	880,173
	2009	\$7.661	\$9.771	773,389
	2010	\$9.771	\$10.719	538,058
	2011	\$10.719	\$10.380	394,360



YEAR

WITHDRAWAL CHARGE OPTION--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING

FOR EACH VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.5

Sub-Accounts	Number of			
	Accumulation For the Year Ending December 31	Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Units Outstanding at End of Period

FTVIP FRANKLIN SMALL CAP VALUE SECURITIES FUND--CLASS 2

2002	\$10.000	\$11.225	860
2003	\$11.225	\$14.581	101,030
2004	\$14.581	\$17.739	168,475
2005	\$17.739	\$18.969	285,208
2006	\$18.969	\$21.816	356,890
2007	\$21.816	\$20.935	345,544
2008	\$20.935	\$13.785	247,439
2009	\$13.785	\$17.504	206,772
2010	\$17.504	\$22.064	152,352
2011	\$22.064	\$20.877	116,901

FTVIP FRANKLIN SMALL-MID CAP GROWTH SECURITIES FUND--CLASS 2

2002	\$10.000	\$11.535	434
2003	\$11.535	\$15.564	4,327
2004	\$15.564	\$17.057	3,941
2005	\$17.057	\$17.572	8,813
2006	\$17.572	\$18.778	7,164
2007	\$18.778	\$20.534	5,267
2008	\$20.534	\$11.608	2,199
2009	\$11.608	\$16.384	1,637
2010	\$16.384	\$20.557	1,538
2011	\$20.557	\$19.234	1,150

FTVIP FRANKLIN U.S. GOVERNMENT FUND--CLASS 2

2004	\$10.000	\$10.246	42,893
2005	\$10.246	\$10.315	136,448
2006	\$10.315	\$10.549	257,214
2007	\$10.549	\$11.055	355,522
2008	\$11.055	\$11.693	492,222
2009	\$11.693	\$11.851	483,472
2010	\$11.851	\$12.266	348,199
2011	\$12.266	\$12.745	245,367

FTVIP MUTUAL GLOBAL DISCOVERY SECURITIES FUND--CLASS 2

2006	\$10.000	\$11.011	320,169
2007	\$11.011	\$12.107	558,370
2008	\$12.107	\$8.515	496,269
2009	\$8.515	\$10.323	331,500
2010	\$10.323	\$11.362	236,990
2011	\$11.362	\$10.840	174,737

YEAR

WITHDRAWAL CHARGE OPTION--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING

FOR EACH VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.5

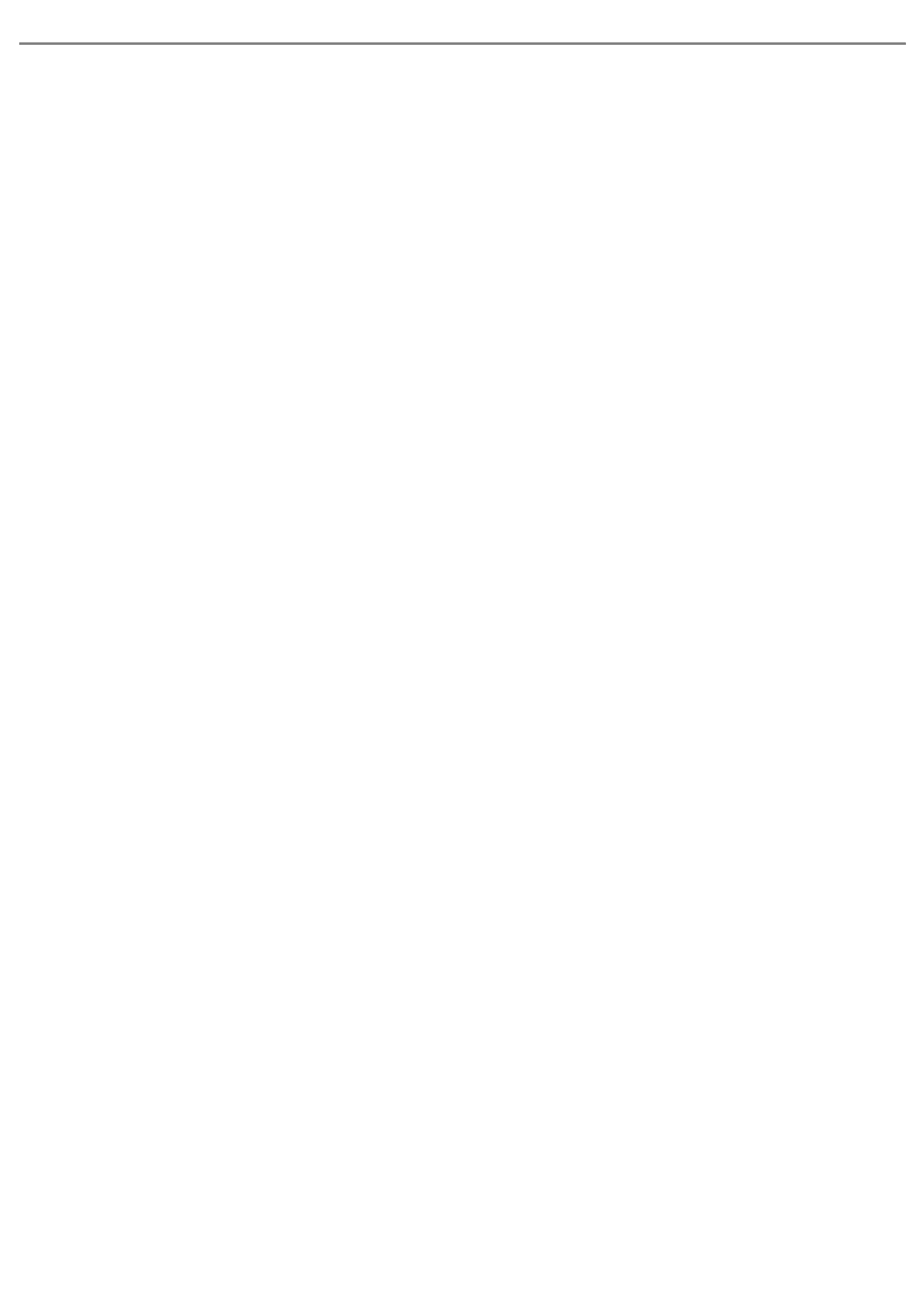
Sub-Accounts	For the Year Ending December 31	Number of Accumulation Units		
		Unit Value at Beginning of Period	Unit Value at End of Period	Units Outstanding at End of Period

FTVIP MUTUAL SHARES SECURITIES FUND--CLASS 2				
	2002	\$10.000	\$10.324	2,174
	2003	\$10.324	\$12.703	148,918
	2004	\$12.703	\$14.065	358,905
	2005	\$14.065	\$15.288	688,072
	2006	\$15.288	\$17.793	1,079,337
	2007	\$17.793	\$18.099	1,269,936
	2008	\$18.099	\$11.190	1,016,065
	2009	\$11.190	\$13.867	797,516
	2010	\$13.867	\$15.159	591,846
	2011	\$15.159	\$14.748	459,856

FTVIP TEMPLETON DEVELOPING MARKETS SECURITIES FUND--CLASS 2				
	2002	\$10.000	\$11.233	0
	2003	\$11.233	\$16.896	54,196
	2004	\$16.896	\$20.715	85,691
	2005	\$20.715	\$25.952	122,683
	2006	\$25.952	\$32.682	166,538
	2007	\$32.682	\$41.374	194,282
	2008	\$41.374	\$19.236	150,573
	2009	\$19.236	\$32.639	122,960
	2010	\$32.639	\$37.731	89,048
	2011	\$37.731	\$31.213	66,518

FTVIP TEMPLETON FOREIGN SECURITIES FUND--CLASS 2				
	2002	\$10.000	\$10.475	640
	2003	\$10.475	\$13.616	53,801
	2004	\$13.616	\$15.866	104,501
	2005	\$15.866	\$17.185	354,268
	2006	\$17.185	\$20.518	733,746
	2007	\$20.518	\$23.288	922,024
	2008	\$23.288	\$13.649	778,137
	2009	\$13.649	\$18.389	662,465
	2010	\$18.389	\$19.599	500,703
	2011	\$19.599	\$17.219	397,437

FTVIP TEMPLETON GLOBAL BOND SECURITIES FUND--CLASS 2				
	2002	\$10.000	\$10.721	135
	2003	\$10.721	\$12.905	12,812
	2004	\$12.905	\$14.556	4,209
	2005	\$14.556	\$13.871	5,030
	2006	\$13.871	\$15.378	5,249
	2007	\$15.378	\$16.780	3,012
	2008	\$16.780	\$17.521	4,760
	2009	\$17.521	\$20.443	3,046
	2010	\$20.443	\$23.001	2,970
	2011	\$23.001	\$22.416	3,425



YEAR

WITHDRAWAL CHARGE OPTION--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING

FOR EACH VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.5

Sub-Accounts	For the Year Ending December 31	Number of		Units Outstanding at End of Period
		Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	

INVESCO VAN KAMPEN V.I. CAPITAL GROWTH FUND--SERIES II				
	2002	\$10.000	\$9.410	0
	2003	\$9.410	\$11.753	31,986
	2004	\$11.753	\$12.337	49,070
	2005	\$12.337	\$13.056	81,791
	2006	\$13.056	\$13.172	88,072
	2007	\$13.172	\$15.104	83,140
	2008	\$15.104	\$7.555	61,776
	2009	\$7.555	\$12.304	53,009
	2010	\$12.304	\$14.462	40,941
	2011	\$14.462	\$13.310	28,687

INVESCO VAN KAMPEN V.I. COMSTOCK FUND--SERIES II				
	2004	\$10.000	\$11.336	53,964
	2005	\$11.336	\$11.603	402,711
	2006	\$11.603	\$13.237	647,016
	2007	\$13.237	\$12.709	665,447
	2008	\$12.709	\$8.021	537,414
	2009	\$8.021	\$10.126	407,245
	2010	\$10.126	\$11.517	268,144
	2011	\$11.517	\$11.084	196,598

INVESCO VAN KAMPEN V.I. EQUITY AND INCOME FUND--SERIES II				
	2004	\$10.000	\$10.959	70,540
	2005	\$10.959	\$11.570	222,716
	2006	\$11.570	\$12.805	415,319
	2007	\$12.805	\$13.011	401,611
	2008	\$13.011	\$9.890	326,479
	2009	\$9.890	\$11.909	245,044
	2010	\$11.909	\$13.117	148,033
	2011	\$13.117	\$12.728	127,309

INVESCO VAN KAMPEN V.I. GROWTH AND INCOME FUND--SERIES II				
	2002	\$10.000	\$10.653	0
	2003	\$10.653	\$13.371	74,198
	2004	\$13.371	\$15.002	146,747
	2005	\$15.002	\$16.182	296,595
	2006	\$16.182	\$18.451	387,496
	2007	\$18.451	\$18.595	334,095
	2008	\$18.595	\$12.392	257,830
	2009	\$12.392	\$15.120	219,842
	2010	\$15.120	\$16.677	163,294
	2011	\$16.677	\$16.025	129,504

YEAR

WITHDRAWAL CHARGE OPTION--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING

FOR EACH VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.5

Sub-Accounts	For the Year Ending December 31	Number of Accumulation Units		
		Unit Value at Beginning of Period	Unit Value at End of Period	Units Outstanding at End of Period

INVESCO VAN KAMPEN V.I. MID CAP GROWTH FUND--SERIES II				
	2004	\$10.000	\$11.122	49,268
	2005	\$11.122	\$12.150	62,073
	2006	\$12.150	\$12.533	45,545
	2007	\$12.533	\$14.489	39,401
	2008	\$14.489	\$7.573	12,991
	2009	\$7.573	\$11.641	9,989
	2010	\$11.641	\$14.566	7,341
	2011	\$14.566	\$12.980	5,552

INVESCO VAN KAMPEN V.I. MID CAP VALUE FUND--SERIES I				
	2004	\$10.000	\$11.299	104,318
	2005	\$11.299	\$12.476	113,259
	2006	\$12.476	\$14.804	85,256
	2007	\$14.804	\$15.694	65,948
	2008	\$15.694	\$9.058	32,724
	2009	\$9.058	\$12.397	24,906
	2010	\$12.397	\$14.898	19,561
	2011	\$14.898	\$14.782	15,380

INVESCO VAN KAMPEN V.I. MID CAP VALUE FUND--SERIES II				
	2004	\$10.000	\$11.292	33,745
	2005	\$11.292	\$12.451	71,563
	2006	\$12.451	\$14.765	150,213
	2007	\$14.765	\$15.638	209,679
	2008	\$15.638	\$9.006	181,842
	2009	\$9.006	\$12.320	160,274
	2010	\$12.320	\$14.799	116,091
	2011	\$14.799	\$14.670	85,310

LORD ABBETT SERIES FUND, INC.--BOND-DEBENTURE PORTFOLIO				
	2004	\$10.000	\$10.360	3,670
	2005	\$10.360	\$10.319	188,567
	2006	\$10.319	\$11.091	388,338
	2007	\$11.091	\$11.577	495,383
	2008	\$11.577	\$9.386	389,523
	2009	\$9.386	\$12.393	331,061
	2010	\$12.393	\$13.684	249,181
	2011	\$13.684	\$14.043	197,982

LORD ABBETT SERIES FUND, INC.--FUNDAMENTAL EQUITY PORTFOLIO				
	2004	\$10.000	\$10.909	1,724
	2005	\$10.909	\$11.471	75,627
	2006	\$11.471	\$12.929	147,228
	2007	\$12.929	\$13.563	126,050
	2008	\$13.563	\$9.511	98,141
	2009	\$9.511	\$11.779	102,450
	2010	\$11.779	\$13.783	86,974
	2011	\$13.783	\$12.942	76,212



YEAR

WITHDRAWAL CHARGE OPTION--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING

FOR EACH VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.5

Sub-Accounts	For the Year Ending December 31	Number of Accumulation Units		Units Outstanding at End of Period
		at Beginning of Period	at End of Period	

LORD ABBETT SERIES FUND, INC.--GROWTH AND INCOME PORTFOLIO

2004	\$10.000	\$10.893	11,058
2005	\$10.893	\$11.057	149,184
2006	\$11.057	\$12.749	311,007
2007	\$12.749	\$12.963	391,344
2008	\$12.963	\$8.102	269,542
2009	\$8.102	\$9.471	227,548
2010	\$9.471	\$10.932	195,108
2011	\$10.932	\$10.094	139,901

LORD ABBETT SERIES FUND, INC.--GROWTH OPPORTUNITIES PORTFOLIO

2004	\$10.000	\$11.141	2,150
2005	\$11.141	\$11.460	37,104
2006	\$11.460	\$12.156	134,749
2007	\$12.156	\$14.493	199,136
2008	\$14.493	\$8.799	163,727
2009	\$8.799	\$12.590	155,579
2010	\$12.590	\$15.215	117,525
2011	\$15.215	\$13.455	90,728

LORD ABBETT SERIES FUND, INC.--MID-CAP VALUE PORTFOLIO

2004	\$10.000	\$11.124	16
2005	\$11.124	\$11.836	431,792
2006	\$11.836	\$13.060	720,550
2007	\$13.060	\$12.913	767,839
2008	\$12.913	\$7.698	649,218
2009	\$7.698	\$9.582	528,877
2010	\$9.582	\$11.816	359,792
2011	\$11.816	\$11.151	296,496

OPPENHEIMER BALANCED FUND/VA--SERVICE SHARES

2002	\$10.000	\$10.696	0
2003	\$10.696	\$13.112	73,942
2004	\$13.112	\$14.152	124,555
2005	\$14.152	\$14.425	184,065
2006	\$14.425	\$15.722	190,342
2007	\$15.722	\$15.993	170,766
2008	\$15.993	\$8.865	129,736
2009	\$8.865	\$10.598	124,736
2010	\$10.598	\$11.739	98,351
2011	\$11.739	\$11.586	90,458

YEAR

WITHDRAWAL CHARGE OPTION--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING

FOR EACH VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.5

Sub-Accounts	For the Year Ending December 31	Number of Accumulation Units		
		Unit Value at Beginning of Period	Unit Value at End of Period	Units Outstanding at End of Period

OPPENHEIMER CAPITAL APPRECIATION FUND/VA--SERVICE SHARES				
	2003	\$10.000	\$12.289	45,608
	2004	\$12.289	\$12.881	124,466
	2005	\$12.881	\$13.280	313,104
	2006	\$13.280	\$14.059	394,571
	2007	\$14.059	\$15.735	358,649
	2008	\$15.735	\$8.405	328,673
	2009	\$8.405	\$11.912	258,339
	2010	\$11.912	\$12.781	190,033
	2011	\$12.781	\$12.393	150,747

OPPENHEIMER CORE BOND FUND/VA--SERVICE SHARES				
	2004	\$10.000	\$10.108	274
	2005	\$10.108	\$10.169	55,948
	2006	\$10.169	\$10.491	456,364
	2007	\$10.491	\$10.734	845,679
	2008	\$10.734	\$6.429	791,707
	2009	\$6.429	\$6.893	755,522
	2010	\$6.893	\$7.541	621,580
	2011	\$7.541	\$8.001	428,332

OPPENHEIMER GLOBAL SECURITIES FUND/VA--SERVICE SHARES				
	2002	\$10.000	\$10.148	0
	2003	\$10.148	\$14.253	38,933
	2004	\$14.253	\$16.657	62,907
	2005	\$16.657	\$18.679	59,949
	2006	\$18.679	\$21.553	90,930
	2007	\$21.553	\$22.475	82,603
	2008	\$22.475	\$13.184	61,365
	2009	\$13.184	\$18.062	47,429
	2010	\$18.062	\$20.545	33,263
	2011	\$20.545	\$18.476	26,470

OPPENHEIMER GLOBAL STRATEGIC INCOME FUND/VA--SERVICE SHARES				
	2002	\$10.000	\$10.551	0
	2003	\$10.551	\$12.153	261,984
	2004	\$12.153	\$12.955	475,970
	2005	\$12.955	\$13.052	837,415
	2006	\$13.052	\$13.761	941,030
	2007	\$13.761	\$14.819	918,620
	2008	\$14.819	\$12.458	681,916
	2009	\$12.458	\$14.502	542,217
	2010	\$14.502	\$16.364	412,626
	2011	\$16.364	\$16.192	318,923

YEAR

WITHDRAWAL CHARGE OPTION--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING

FOR EACH VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.5

Sub-Accounts	For the Year Ending December 31	Number of Accumulation Units		
		Unit Value at Beginning of Period	Unit Value at End of Period	Units Outstanding at End of Period

OPPENHEIMER HIGH INCOME FUND/VA--SERVICE SHARES				
	2002	\$10.000	\$10.661	508
	2003	\$10.661	\$12.975	81,371
	2004	\$12.975	\$13.869	165,436
	2005	\$13.869	\$13.909	197,061
	2006	\$13.909	\$14.936	160,880
	2007	\$14.936	\$14.614	134,180
	2008	\$14.614	\$3.078	135,257
	2009	\$3.078	\$3.811	139,723
	2010	\$3.811	\$4.288	117,686
	2011	\$4.288	\$4.108	103,855

OPPENHEIMER MAIN STREET FUND(R)/VA--SERVICE SHARES				
	2002	\$10.000	\$10.177	1,007
	2003	\$10.177	\$12.650	83,324
	2004	\$12.650	\$13.574	196,103
	2005	\$13.574	\$14.111	446,470
	2006	\$14.111	\$15.921	653,766
	2007	\$15.921	\$16.300	674,700
	2008	\$16.300	\$9.835	587,158
	2009	\$9.835	\$12.375	499,694
	2010	\$12.375	\$14.092	370,750
	2011	\$14.092	\$13.810	282,723

OPPENHEIMER MAIN STREET SMALL- & MID-CAP FUND(R)/VA--SERVICE SHARES FORMERLY, OPPENHEIMER MAIN STREET SMALL CAP FUND(R)/VA--SERVICE SHARES				
	2002	\$10.000	\$10.354	745
	2003	\$10.354	\$14.682	58,798
	2004	\$14.682	\$17.203	106,502
	2005	\$17.203	\$18.556	180,178
	2006	\$18.556	\$20.918	260,535
	2007	\$20.918	\$20.276	252,429
	2008	\$20.276	\$12.357	187,285
	2009	\$12.357	\$16.629	145,775
	2010	\$16.629	\$20.118	109,483
	2011	\$20.118	\$19.307	69,577

OPPENHEIMER SMALL- & MID-CAP GROWTH FUND/VA--SERVICE SHARES				
	2002	\$10.000	\$10.060	0
	2003	\$10.060	\$12.406	22,549
	2004	\$12.406	\$14.567	68,809
	2005	\$14.567	\$16.038	102,358
	2006	\$16.038	\$16.193	132,006
	2007	\$16.193	\$16.879	111,355
	2008	\$16.879	\$8.427	65,981
	2009	\$8.427	\$10.958	57,944
	2010	\$10.958	\$13.699	54,073
	2011	\$13.699	\$13.580	46,048



YEAR

WITHDRAWAL CHARGE OPTION--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING

FOR EACH VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.5

Sub-Accounts	For the Year Ending December 31	Number of Accumulation Units Outstanding		
		Unit Value at Beginning of Period	Unit Value at End of Period	Units at End of Period

PUTNAM VT EQUITY INCOME FUND--CLASS IB				
	2009	\$10.000	\$12.689	283,803
	2010	\$12.689	\$14.048	204,074
	2011	\$14.048	\$14.076	145,412

PUTNAM VT GEORGE PUTNAM BALANCED FUND--CLASS IB				
	2002	\$10.000	\$10.515	2,030
	2003	\$10.515	\$12.098	79,093
	2004	\$12.098	\$12.870	157,776
	2005	\$12.870	\$13.159	218,982
	2006	\$13.159	\$14.480	184,184
	2007	\$14.480	\$14.370	248,096
	2008	\$14.370	\$8.374	166,587
	2009	\$8.374	\$10.342	141,098
	2010	\$10.342	\$11.268	97,054
	2011	\$11.268	\$11.385	82,723

PUTNAM VT GLOBAL ASSET ALLOCATION FUND--CLASS IB				
	2002	\$10.000	\$10.388	0
	2003	\$10.388	\$12.448	12,054
	2004	\$12.448	\$13.353	35,146
	2005	\$13.353	\$14.043	132,476
	2006	\$14.043	\$15.582	172,913
	2007	\$15.582	\$15.767	162,161
	2008	\$15.767	\$10.335	107,317
	2009	\$10.335	\$13.738	95,280
	2010	\$13.738	\$15.490	62,032
	2011	\$15.490	\$15.165	48,242

PUTNAM VT GLOBAL HEALTH CARE FUND--CLASS IB				
	2002	\$10.000	\$9.724	0
	2003	\$9.724	\$11.317	24,389
	2004	\$11.317	\$11.919	34,838
	2005	\$11.919	\$13.264	31,655
	2006	\$13.264	\$13.405	24,547
	2007	\$13.405	\$13.098	12,934
	2008	\$13.098	\$10.678	23,876
	2009	\$10.678	\$13.227	21,918
	2010	\$13.227	\$13.325	22,632
	2011	\$13.325	\$12.946	22,653

YEAR

WITHDRAWAL CHARGE OPTION--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING

FOR EACH VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.5

Sub-Accounts	Number of			
	Accumulation Unit Value		Units	
	For the Year Ending	at Beginning of Period	at End of Period	at End of Period
	December 31	of Period	of Period	of Period

PUTNAM VT GLOBAL UTILITIES FUND--CLASS IB

2002	\$10.000	\$11.470	0
2003	\$11.470	\$14.075	15,549
2004	\$14.075	\$16.826	25,933
2005	\$16.826	\$17.961	23,337
2006	\$17.961	\$22.432	18,945
2007	\$22.432	\$26.449	13,069
2008	\$26.449	\$18.074	8,045
2009	\$18.074	\$19.076	6,771
2010	\$19.076	\$19.097	5,419
2011	\$19.097	\$17.760	5,618

PUTNAM VT GROWTH AND INCOME FUND--CLASS IB

2002	\$10.000	\$10.798	1,666
2003	\$10.798	\$14.075	15,549
2004	\$14.075	\$14.771	186,092
2005	\$14.771	\$15.281	223,540
2006	\$15.281	\$17.414	189,319
2007	\$17.414	\$16.084	159,148
2008	\$16.084	\$9.693	116,929
2009	\$9.693	\$12.370	100,412
2010	\$12.370	\$13.910	86,978
2011	\$13.910	\$13.041	76,604

PUTNAM VT HIGH YIELD FUND--CLASS IB

2002	\$10.000	\$10.741	1,550
2003	\$10.741	\$13.362	114,140
2004	\$13.362	\$14.521	182,596
2005	\$14.521	\$14.718	293,917
2006	\$14.718	\$15.993	301,544
2007	\$15.993	\$16.161	305,846
2008	\$16.161	\$11.746	217,102
2009	\$11.746	\$17.342	215,207
2010	\$17.342	\$19.443	164,105
2011	\$19.443	\$19.451	138,401

PUTNAM VT INCOME FUND--CLASS IB

2002	\$10.000	\$10.185	1,811
2003	\$10.185	\$10.456	155,621
2004	\$10.456	\$10.735	329,460
2005	\$10.735	\$10.803	676,821
2006	\$10.803	\$11.101	914,327
2007	\$11.101	\$11.482	932,946
2008	\$11.482	\$8.587	701,127
2009	\$8.587	\$12.381	537,163
2010	\$12.381	\$13.374	423,127
2011	\$13.374	\$13.806	309,378



YEAR

WITHDRAWAL CHARGE OPTION--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING

FOR EACH VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.5

Sub-Accounts	Number of			
	For the Year	Accumulation Unit Value at Beginning	Accumulation Unit Value at End	Units Outstanding at End
	Ending December 31	of Period	of Period	of Period

PUTNAM VT INTERNATIONAL EQUITY FUND--CLASS IB

2002	\$10.000	\$10.604	319
2003	\$10.604	\$13.399	50,972
2004	\$13.399	\$15.306	72,525
2005	\$15.306	\$16.884	136,789
2006	\$16.884	\$21.200	208,019
2007	\$21.200	\$22.584	267,987
2008	\$22.584	\$12.444	235,795
2009	\$12.444	\$15.247	216,061
2010	\$15.247	\$16.492	180,562
2011	\$16.492	\$13.468	161,840

PUTNAM VT INVESTORS FUND--CLASS IB

2002	\$10.000	\$10.407	150
2003	\$10.407	\$13.008	41,343
2004	\$13.008	\$14.405	41,743
2005	\$14.405	\$15.409	60,847
2006	\$15.409	\$17.260	59,846
2007	\$17.260	\$16.090	56,727
2008	\$16.090	\$9.562	57,533
2009	\$9.562	\$12.299	53,186
2010	\$12.299	\$13.774	43,590
2011	\$13.774	\$13.547	37,786

PUTNAM VT MONEY MARKET FUND--CLASS IB

2002	\$10.000	\$9.985	0
2003	\$9.985	\$9.865	652,592
2004	\$9.865	\$9.763	641,522
2005	\$9.763	\$9.841	952,353
2006	\$9.841	\$10.100	1,202,292
2007	\$10.100	\$10.404	1,302,640
2008	\$10.404	\$10.491	895,485
2009	\$10.491	\$10.335	1,009,635
2010	\$10.335	\$10.164	824,169
2011	\$10.164	\$9.994	627,782

PUTNAM VT MULTI-CAP GROWTH FUND--CLASS IB

2002	\$10.000	\$10.379	1,640
2003	\$10.379	\$13.513	20,679
2004	\$13.513	\$14.654	33,167
2005	\$14.654	\$15.849	32,056
2006	\$15.849	\$16.915	20,031
2007	\$16.915	\$17.582	4,574
2008	\$17.582	\$10.587	3,141
2009	\$10.587	\$13.753	2,744
2010	\$13.753	\$16.165	18,102
2011	\$16.165	\$15.085	11,431



YEAR

WITHDRAWAL CHARGE OPTION--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING

FOR EACH VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.5

Sub-Accounts	For the Year Ending December 31	Number of Accumulation Units		Units Outstanding at End of Period
		at Beginning of Period	at End of Period	

PUTNAM VT NEW VALUE FUND--CLASS IB				
	2002	\$10.000	\$11.204	424
	2003	\$11.204	\$14.592	48,650
	2004	\$14.592	\$16.559	96,870
	2005	\$16.559	\$17.239	252,139
	2006	\$17.239	\$19.663	343,255
	2007	\$19.663	\$18.384	382,838
	2008	\$18.384	\$9.984	325,754
	2009	\$9.984	\$9.399	0

PUTNAM VT RESEARCH FUND--CLASS IB				
	2002	\$10.000	\$10.642	0
	2003	\$10.642	\$13.112	7,152
	2004	\$13.112	\$13.865	14,354
	2005	\$13.865	\$14.315	14,048
	2006	\$14.315	\$15.665	13,472
	2007	\$15.665	\$15.485	9,001
	2008	\$15.485	\$9.355	10,330
	2009	\$9.355	\$12.250	6,797
	2010	\$12.250	\$14.015	5,565
	2011	\$14.015	\$13.538	6,012

PUTNAM VT VISTA FUND--CLASS IB				
	2002	\$10.000	\$10.372	2,547
	2003	\$10.372	\$13.579	50,687
	2004	\$13.579	\$15.833	82,701
	2005	\$15.833	\$17.458	64,526
	2006	\$17.458	\$18.099	58,064
	2007	\$18.099	\$18.470	51,749
	2008	\$18.470	\$9.887	29,195
	2009	\$9.887	\$13.487	18,368
	2010	\$13.487	\$15.401	0

PUTNAM VT VOYAGER FUND--CLASS IB				
	2002	\$10.000	\$10.109	617
	2003	\$10.109	\$12.414	153,342
	2004	\$12.414	\$12.818	248,311
	2005	\$12.818	\$13.320	317,126
	2006	\$13.320	\$13.807	316,832
	2007	\$13.807	\$14.322	249,085
	2008	\$14.322	\$8.865	189,190
	2009	\$8.865	\$14.284	131,514
	2010	\$14.284	\$16.964	100,660
	2011	\$16.964	\$13.701	92,916

YEAR

WITHDRAWAL CHARGE OPTION--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING

FOR EACH VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.5

Sub-Accounts	Number of			
	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Units Outstanding at End of Period

UIF EMERGING MARKETS DEBT PORTFOLIO, CLASS II				
2002	\$10.000	\$11.059		0
2003	\$11.059	\$13.891		12,459
2004	\$13.891	\$15.033		61,335
2005	\$15.033	\$16.573		87,995
2006	\$16.573	\$18.054		103,578
2007	\$18.054	\$18.882		98,940
2008	\$18.882	\$15.782		58,386
2009	\$15.782	\$20.188		54,461
2010	\$20.188	\$21.780		45,203
2011	\$21.780	\$22.887		39,579

UIF GLOBAL FRANCHISE PORTFOLIO, CLASS II				
2003	\$10.000	\$10.000		0
2004	\$10.000	\$11.086		36,213
2005	\$11.086	\$12.205		306,837
2006	\$12.205	\$14.580		671,532
2007	\$14.580	\$15.734		793,322
2008	\$15.734	\$10.992		696,993
2009	\$10.992	\$14.000		582,715
2010	\$14.000	\$15.697		418,726
2011	\$15.697	\$16.829		335,572

UIF GROWTH PORTFOLIO, CLASS I				
FORMERLY, UIF CAPITAL GROWTH PORTFOLIO, CLASS I				
2004	\$10.000	\$10.756		63,467
2005	\$10.756	\$12.236		57,712
2006	\$12.236	\$12.524		44,233
2007	\$12.524	\$15.008		18,828
2008	\$15.008	\$7.497		15,161
2009	\$7.497	\$12.202		9,385
2010	\$12.202	\$14.738		8,422
2011	\$14.738	\$14.084		4,448

UIF GROWTH PORTFOLIO, CLASS II				
FORMERLY, UIF CAPITAL GROWTH PORTFOLIO, CLASS II				
2004	\$10.000	\$10.731		41,130
2005	\$10.731	\$12.183		39,564
2006	\$12.183	\$12.434		34,463
2007	\$12.434	\$14.871		30,048
2008	\$14.871	\$7.405		31,018
2009	\$7.405	\$12.022		21,686
2010	\$12.022	\$14.492		17,723
2011	\$14.492	\$13.814		15,679

YEAR

WITHDRAWAL CHARGE OPTION--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING

FOR EACH VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.5

Sub-Accounts	For the Year Ending December 31	Number of Accumulation Units		Units Outstanding at End of Period
		Unit Value at Beginning of Period	Unit Value at End of Period	

UIF MID CAP GROWTH PORTFOLIO, CLASS II				
	2006	\$10.000	\$9.826	151,344
	2007	\$9.826	\$11.844	287,553
	2008	\$11.844	\$6.192	303,564
	2009	\$6.192	\$9.580	218,132
	2010	\$9.580	\$12.457	149,574
	2011	\$12.457	\$11.368	114,103

UIF SMALL COMPANY GROWTH PORTFOLIO, CLASS II				
	2003	\$10.000	\$13.584	13,341
	2004	\$13.584	\$15.885	33,746
	2005	\$15.885	\$17.630	45,386
	2006	\$17.630	\$19.384	35,762
	2007	\$19.384	\$19.619	33,493
	2008	\$19.619	\$11.488	39,583
	2009	\$11.488	\$16.562	23,722
	2010	\$16.562	\$20.606	20,927
	2011	\$20.606	\$18.493	18,291

UIF U.S. REAL ESTATE PORTFOLIO, CLASS II				
	2002	\$10.000	\$10.701	0
	2003	\$10.701	\$14.529	19,376
	2004	\$14.529	\$19.436	121,865
	2005	\$19.436	\$22.309	275,668
	2006	\$22.309	\$30.195	378,389
	2007	\$30.195	\$24.555	372,415
	2008	\$24.555	\$14.953	326,604
	2009	\$14.953	\$18.888	264,687
	2010	\$18.888	\$24.053	210,207
	2011	\$24.053	\$24.986	188,619

VAN KAMPEN LIT MONEY MARKET PORTFOLIO--CLASS II				
	2003	\$10.000	\$10.000	0
	2004	\$10.000	\$9.885	95,428
	2005	\$9.885	\$9.955	276,059
	2006	\$9.955	\$10.195	280,454
	2007	\$10.195	\$10.468	394,938
	2008	\$10.468	\$10.475	436,606
	2009	\$10.475	\$10.306	0

* The Accumulation Unit Values in this table reflect a mortality and expense risk charge of 1.50% and an administrative expense charge of 0.19%.

ALLSTATE ADVISOR VARIABLE ANNUITY: ALLSTATE ADVISOR PREFERRED CONTRACTS WITH 3 YEAR WITHDRAWAL CHARGE OPTION--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

WITH THE MAV DEATH BENEFIT OPTION, THE ENHANCED BENEFICIARY PROTECTION (ANNUAL INCREASE) OPTION, BOTH ADDED ON OR AFTER MAY 1, 2003, AND THE EARNINGS PROTECTION DEATH BENEFIT OPTION (AGE 71-79)

MORTALITY & EXPENSE = 2.4

Sub-Accounts	Number of			
	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Units Outstanding at End of Period
FIDELITY VIP CONTRAFUND(R) PORTFOLIO--SERVICE CLASS 2				
	2006	\$10.000	\$10.200	0
	2007	\$10.200	\$11.653	0
	2008	\$11.653	\$6.505	0
	2009	\$6.505	\$8.584	0
	2010	\$8.584	\$9.777	0
	2011	\$9.777	\$9.259	0
FIDELITY VIP FREEDOM 2010 PORTFOLIO--SERVICE CLASS 2				
	2006	\$10.000	\$10.390	0
	2007	\$10.390	\$10.972	0
	2008	\$10.972	\$7.998	0
	2009	\$7.998	\$9.657	0
	2010	\$9.657	\$10.587	0
	2011	\$10.587	\$10.269	0
FIDELITY VIP FREEDOM 2020 PORTFOLIO--SERVICE CLASS 2				
	2006	\$10.000	\$10.420	0
	2007	\$10.420	\$11.160	0
	2008	\$11.160	\$7.305	0
	2009	\$7.305	\$9.147	0
	2010	\$9.147	\$10.187	0
	2011	\$10.187	\$9.801	0
FIDELITY VIP FREEDOM 2030 PORTFOLIO--SERVICE CLASS 2				
	2006	\$10.000	\$10.428	0
	2007	\$10.428	\$11.282	0
	2008	\$11.282	\$6.795	0
	2009	\$6.795	\$8.682	0
	2010	\$8.682	\$9.802	0
	2011	\$9.802	\$9.278	0
FIDELITY VIP FREEDOM INCOME PORTFOLIO--SERVICE CLASS 2				
	2006	\$10.000	\$10.281	0
	2007	\$10.281	\$10.606	0
	2008	\$10.606	\$9.225	0
	2009	\$9.225	\$10.302	0
	2010	\$10.302	\$10.764	0
	2011	\$10.764	\$10.631	0
FIDELITY VIP GROWTH STOCK PORTFOLIO--SERVICE CLASS 2				
	2006	\$10.000	\$9.680	0
	2007	\$9.680	\$11.531	0
	2008	\$11.531	\$6.203	0
	2009	\$6.203	\$8.727	0
	2010	\$8.727	\$10.181	0
	2011	\$10.181	\$9.963	0

ALLSTATE ADVISOR VARIABLE ANNUITY: ALLSTATE ADVISOR PREFERRED CONTRACTS WITH 3 YEAR WITHDRAWAL CHARGE OPTION--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

MORTALITY & EXPENSE = 2.4

Sub-Accounts	Accumulation Unit Value		Number of
	For the Year	Ending at	Units
	Ending at	Beginning at	Outstanding
	December 31	of Period	at End
		of Period	of Period
FIDELITY VIP INDEX 500 PORTFOLIO--SERVICE CLASS 2			
2006	\$10.000	\$10.750	0
2007	\$10.750	\$11.012	0
2008	\$11.012	\$6.741	0
2009	\$6.741	\$8.293	0
2010	\$8.293	\$9.268	0
2011	\$9.268	\$9.190	0
FIDELITY VIP MID CAP PORTFOLIO--SERVICE CLASS 2			
2006	\$10.000	\$9.811	0
2007	\$9.811	\$11.021	0
2008	\$11.021	\$6.483	0
2009	\$6.483	\$8.826	0
2010	\$8.826	\$11.054	0
2011	\$11.054	\$9.600	0
FTVIP FRANKLIN GROWTH AND INCOME SECURITIES FUND--CLASS 2			
2003	\$10.675	\$13.275	544
2004	\$13.275	\$14.304	1,424
2005	\$14.304	\$14.424	1,453
2006	\$14.424	\$16.406	423
2007	\$16.406	\$15.386	428
2008	\$15.386	\$9.720	938
2009	\$9.720	\$11.983	628
2010	\$11.983	\$13.619	23
2011	\$13.619	\$13.587	19
FTVIP FRANKLIN INCOME SECURITIES FUND--CLASS 2			
2004	\$10.000	\$11.164	0
2005	\$11.164	\$11.050	467
2006	\$11.050	\$12.728	508
2007	\$12.728	\$12.862	485
2008	\$12.862	\$8.813	450
2009	\$8.813	\$11.641	449
2010	\$11.641	\$12.777	428
2011	\$12.777	\$12.744	285
FTVIP FRANKLIN LARGE CAP GROWTH SECURITIES FUND--CLASS 2			
2004	\$10.000	\$10.499	0
2005	\$10.499	\$10.336	0
2006	\$10.336	\$11.166	0
2007	\$11.166	\$11.553	0
2008	\$11.553	\$7.368	0
2009	\$7.368	\$9.311	0
2010	\$9.311	\$10.121	0
2011	\$10.121	\$9.711	0

ALLSTATE ADVISOR VARIABLE ANNUITY: ALLSTATE ADVISOR PREFERRED CONTRACTS WITH 3 YEAR WITHDRAWAL CHARGE OPTION--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

MORTALITY & EXPENSE = 2.4

Sub-Accounts	Number of			
	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Units Outstanding at End of Period
FTVIP FRANKLIN SMALL CAP VALUE SECURITIES FUND--CLASS 2				
	2003	\$11.014	\$14.435	4,865
	2004	\$14.435	\$17.401	5,390
	2005	\$17.401	\$18.438	5,354
	2006	\$18.438	\$21.012	873
	2007	\$21.012	\$19.977	754
	2008	\$19.977	\$13.034	697
	2009	\$13.034	\$16.398	0
	2010	\$16.398	\$20.482	0
	2011	\$20.482	\$19.202	0
FTVIP FRANKLIN SMALL-MID CAP GROWTH SECURITIES FUND--CLASS 2				
	2003	\$11.794	\$15.409	0
	2004	\$15.409	\$16.732	0
	2005	\$16.732	\$17.080	0
	2006	\$17.080	\$18.085	0
	2007	\$18.085	\$19.595	0
	2008	\$19.595	\$10.975	0
	2009	\$10.975	\$15.350	0
	2010	\$15.350	\$19.083	0
	2011	\$19.083	\$17.692	0
FTVIP FRANKLIN U.S. GOVERNMENT FUND--CLASS 2				
	2004	\$10.000	\$10.183	0
	2005	\$10.183	\$10.158	0
	2006	\$10.158	\$10.294	0
	2007	\$10.294	\$10.688	0
	2008	\$10.688	\$11.201	0
	2009	\$11.201	\$11.249	0
	2010	\$11.249	\$11.537	0
	2011	\$11.537	\$11.877	0
FTVIP MUTUAL GLOBAL DISCOVERY SECURITIES FUND--CLASS 2				
	2006	\$10.000	\$10.943	0
	2007	\$10.943	\$11.921	0
	2008	\$11.921	\$8.308	675
	2009	\$8.308	\$9.980	731
	2010	\$9.980	\$10.884	0
	2011	\$10.884	\$10.289	0
FTVIP MUTUAL SHARES SECURITIES FUND--CLASS 2				
	2003	\$10.575	\$12.576	3,040
	2004	\$12.576	\$13.797	4,637
	2005	\$13.797	\$14.860	4,937
	2006	\$14.860	\$17.137	1,078
	2007	\$17.137	\$17.271	1,022
	2008	\$17.271	\$10.580	939
	2009	\$10.580	\$12.991	613
	2010	\$12.991	\$14.072	317
	2011	\$14.072	\$13.565	305

ALLSTATE ADVISOR VARIABLE ANNUITY: ALLSTATE ADVISOR PREFERRED CONTRACTS WITH 3 YEAR WITHDRAWAL CHARGE OPTION--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

MORTALITY & EXPENSE = 2.4

Sub-Accounts	Number of			
	Accumulation Unit Value		Accumulation Units	
	For the Year Ending December 31	at Beginning of Period	at End of Period	Outstanding at End of Period

FTVIP TEMPLETON DEVELOPING MARKETS SECURITIES FUND--CLASS 2				
2003	\$11.648	\$16.727	1,444	
2004	\$16.727	\$20.321	1,931	
2005	\$20.321	\$25.226	1,763	
2006	\$25.226	\$31.477	324	
2007	\$31.477	\$39.483	280	
2008	\$39.483	\$18.188	259	
2009	\$18.188	\$30.579	0	
2010	\$30.579	\$35.026	0	
2011	\$35.026	\$28.710	0	

FTVIP TEMPLETON FOREIGN SECURITIES FUND--CLASS 2				
2003	\$10.354	\$13.480	0	
2004	\$13.480	\$15.564	0	
2005	\$15.564	\$16.704	0	
2006	\$16.704	\$19.762	512	
2007	\$19.762	\$22.223	442	
2008	\$22.223	\$12.906	409	
2009	\$12.906	\$17.228	0	
2010	\$17.228	\$18.193	0	
2011	\$18.193	\$15.838	0	

FTVIP TEMPLETON GLOBAL BOND SECURITIES FUND--CLASS 2				
2003	\$11.557	\$12.776	0	
2004	\$12.776	\$14.279	0	
2005	\$14.279	\$13.482	0	
2006	\$13.482	\$14.811	0	
2007	\$14.811	\$16.013	0	
2008	\$16.013	\$16.566	0	
2009	\$16.566	\$19.152	0	
2010	\$19.152	\$21.352	0	
2011	\$21.352	\$20.619	0	

INVESCO VAN KAMPEN V.I. CAPITAL GROWTH FUND--SERIES II				
2003	\$9.903	\$11.635	1,920	
2004	\$11.635	\$12.102	2,937	
2005	\$12.102	\$12.690	2,926	
2006	\$12.690	\$12.687	0	
2007	\$12.687	\$14.413	0	
2008	\$14.413	\$7.144	0	
2009	\$7.144	\$11.527	0	
2010	\$11.527	\$13.425	0	
2011	\$13.425	\$12.242	0	

ALLSTATE ADVISOR VARIABLE ANNUITY: ALLSTATE ADVISOR PREFERRED CONTRACTS WITH 3 YEAR WITHDRAWAL CHARGE OPTION--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

MORTALITY & EXPENSE = 2.4

Sub-Accounts	For the Year Ending December 31	Number of Accumulation Units		Units Outstanding at End of Period
		Unit Value at Beginning of Period	Unit Value at End of Period	
INVESCO VAN KAMPEN V.I. COMSTOCK FUND--SERIES II				
	2004	\$10.000	\$11.266	0
	2005	\$11.266	\$11.426	0
	2006	\$11.426	\$12.917	0
	2007	\$12.917	\$12.288	0
	2008	\$12.288	\$7.684	0
	2009	\$7.684	\$9.611	0
	2010	\$9.611	\$10.832	0
	2011	\$10.832	\$10.329	0
INVESCO VAN KAMPEN V.I. EQUITY AND INCOME FUND--SERIES II				
	2004	\$10.000	\$10.892	0
	2005	\$10.892	\$11.394	0
	2006	\$11.394	\$12.496	0
	2007	\$12.496	\$12.579	0
	2008	\$12.579	\$9.474	0
	2009	\$9.474	\$11.304	0
	2010	\$11.304	\$12.336	0
	2011	\$12.336	\$11.861	0
INVESCO VAN KAMPEN V.I. GROWTH AND INCOME FUND--SERIES II				
	2003	\$10.751	\$13.238	938
	2004	\$13.238	\$14.716	804
	2005	\$14.716	\$15.729	752
	2006	\$15.729	\$17.771	699
	2007	\$17.771	\$17.745	667
	2008	\$17.745	\$11.717	542
	2009	\$11.717	\$14.165	271
	2010	\$14.165	\$15.481	20
	2011	\$15.481	\$14.740	18
INVESCO VAN KAMPEN V.I. MID CAP GROWTH FUND--SERIES II				
	2004	\$10.000	\$11.054	4,384
	2005	\$11.054	\$11.965	4,325
	2006	\$11.965	\$12.230	562
	2007	\$12.230	\$14.008	479
	2008	\$14.008	\$7.254	481
	2009	\$7.254	\$11.050	25
	2010	\$11.050	\$13.700	23
	2011	\$13.700	\$12.096	22
INVESCO VAN KAMPEN V.I. MID CAP VALUE FUND--SERIES I				
	2004	\$10.000	\$11.229	1,052
	2005	\$11.229	\$12.286	975
	2006	\$12.286	\$14.446	861
	2007	\$14.446	\$15.174	788
	2008	\$15.174	\$8.677	746
	2009	\$8.677	\$11.767	338
	2010	\$11.767	\$14.012	22
	2011	\$14.012	\$13.775	19

ALLSTATE ADVISOR VARIABLE ANNUITY: ALLSTATE ADVISOR PREFERRED CONTRACTS WITH 3 YEAR WITHDRAWAL CHARGE OPTION--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

MORTALITY & EXPENSE = 2.4

Number of
Accumulation Accumulation Units
For the Year Unit Value Unit Value Outstanding
Ending at Beginning at End at End
December 31 of Period of Period of Period

Sub-Accounts

INVESTCO VAN KAMPEN V.I. MID CAP VALUE FUND--SERIES II

2004	\$10.000	\$11.223	0
2005	\$11.223	\$12.261	0
2006	\$12.261	\$14.408	0
2007	\$14.408	\$15.119	0
2008	\$15.119	\$8.627	0
2009	\$8.627	\$11.694	0
2010	\$11.694	\$13.919	0
2011	\$13.919	\$13.671	0

LORD ABBETT SERIES FUND, INC.--BOND-DEBENTURE PORTFOLIO

2004	\$10.000	\$10.336	0
2005	\$10.336	\$10.201	170
2006	\$10.201	\$10.865	185
2007	\$10.865	\$11.236	176
2008	\$11.236	\$9.026	164
2009	\$9.026	\$11.809	163
2010	\$11.809	\$12.920	156
2011	\$12.920	\$13.138	104

LORD ABBETT SERIES FUND, INC.--FUNDAMENTAL EQUITY PORTFOLIO

2004	\$10.000	\$10.884	0
2005	\$10.884	\$11.340	318
2006	\$11.340	\$12.665	344
2007	\$12.665	\$13.164	329
2008	\$13.164	\$9.146	305
2009	\$9.146	\$11.224	304
2010	\$11.224	\$13.014	290
2011	\$13.014	\$12.108	193

LORD ABBETT SERIES FUND, INC.--GROWTH AND INCOME PORTFOLIO

2004	\$10.000	\$10.868	0
2005	\$10.868	\$10.932	324
2006	\$10.932	\$12.489	1,925
2007	\$12.489	\$12.582	1,695
2008	\$12.582	\$7.792	1,569
2009	\$7.792	\$9.024	311
2010	\$9.024	\$10.321	297
2011	\$10.321	\$9.443	198

LORD ABBETT SERIES FUND, INC.--GROWTH OPPORTUNITIES PORTFOLIO

2004	\$10.000	\$11.116	0
2005	\$11.116	\$11.330	0
2006	\$11.330	\$11.908	0
2007	\$11.908	\$14.067	0
2008	\$14.067	\$8.462	0
2009	\$8.462	\$11.997	0
2010	\$11.997	\$14.365	0
2011	\$14.365	\$12.588	0

ALLSTATE ADVISOR VARIABLE ANNUITY: ALLSTATE ADVISOR PREFERRED CONTRACTS WITH 3 YEAR WITHDRAWAL CHARGE OPTION--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

MORTALITY & EXPENSE = 2.4

Sub-Accounts	Number of			
	Accumulation Unit Value		Accumulation Units	
	For the Year Ending December 31	at Beginning of Period	at End of Period	Outstanding at End of Period

LORD ABBETT SERIES FUND, INC.--MID-CAP VALUE PORTFOLIO

2004	\$10.000	\$11.099	0
2005	\$11.099	\$11.701	307
2006	\$11.701	\$12.793	1,834
2007	\$12.793	\$12.533	1,614
2008	\$12.533	\$7.403	1,494
2009	\$7.403	\$9.131	294
2010	\$9.131	\$11.156	281
2011	\$11.156	\$10.432	187

OPPENHEIMER BALANCED FUND/VA--SERVICE SHARES

2003	\$11.079	\$12.981	0
2004	\$12.981	\$13.883	212
2005	\$13.883	\$14.021	526
2006	\$14.021	\$15.142	300
2007	\$15.142	\$15.262	285
2008	\$15.262	\$8.382	321
2009	\$8.382	\$9.928	304
2010	\$9.928	\$10.897	286
2011	\$10.897	\$10.657	273

OPPENHEIMER CAPITAL APPRECIATION FUND/VA--SERVICE SHARES

2003	\$10.000	\$12.214	995
2004	\$12.214	\$12.685	2,545
2005	\$12.685	\$12.958	2,564
2006	\$12.958	\$13.593	896
2007	\$13.593	\$15.074	792
2008	\$15.074	\$7.978	792
2009	\$7.978	\$11.203	355
2010	\$11.203	\$11.911	26
2011	\$11.911	\$11.444	23

OPPENHEIMER CORE BOND FUND/VA--SERVICE SHARES

2004	\$10.000	\$10.084	0
2005	\$10.084	\$10.053	0
2006	\$10.053	\$10.277	0
2007	\$10.277	\$10.418	0
2008	\$10.418	\$6.183	0
2009	\$6.183	\$6.568	0
2010	\$6.568	\$7.119	0
2011	\$7.119	\$7.485	0

OPPENHEIMER GLOBAL SECURITIES FUND/VA--SERVICE SHARES

2003	\$10.056	\$14.111	0
2004	\$14.111	\$16.340	0
2005	\$16.340	\$18.156	0
2006	\$18.156	\$20.759	0
2007	\$20.759	\$21.448	0
2008	\$21.448	\$12.465	0
2009	\$12.465	\$16.921	0
2010	\$16.921	\$19.072	0
2011	\$19.072	\$16.994	0



ALLSTATE ADVISOR VARIABLE ANNUITY: ALLSTATE ADVISOR PREFERRED CONTRACTS WITH 3 YEAR WITHDRAWAL CHARGE OPTION--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

MORTALITY & EXPENSE = 2.4

Sub-Accounts	For the Year Ending December 31	Number of Accumulation Units		
		Unit Value at Beginning of Period	Unit Value at End of Period	Outstanding at End of Period
OPPENHEIMER GLOBAL STRATEGIC INCOME FUND/VA--SERVICE SHARES				
	2003	\$11.218	\$12.031	0
	2004	\$11.218	\$12.708	1,731
	2005	\$12.708	\$12.687	2,773
	2006	\$12.687	\$13.253	2,387
	2007	\$13.253	\$14.141	2,094
	2008	\$14.141	\$11.779	1,772
	2009	\$11.779	\$13.587	632
	2010	\$13.587	\$15.190	583
	2011	\$15.190	\$14.894	553
OPPENHEIMER HIGH INCOME FUND/VA--SERVICE SHARES				
	2003	\$11.702	\$12.845	0
	2004	\$12.845	\$13.605	612
	2005	\$13.605	\$13.520	1,545
	2006	\$13.520	\$14.385	895
	2007	\$14.385	\$13.945	884
	2008	\$13.945	\$2.910	2,605
	2009	\$2.910	\$3.571	2,405
	2010	\$3.571	\$3.981	2,229
	2011	\$3.981	\$3.778	2,178
OPPENHEIMER MAIN STREET FUND(R)/VA--SERVICE SHARES				
	2003	\$10.436	\$12.524	6,474
	2004	\$12.524	\$13.315	7,620
	2005	\$13.315	\$13.716	7,865
	2006	\$13.716	\$15.334	1,003
	2007	\$15.334	\$15.555	952
	2008	\$15.555	\$9.299	878
	2009	\$9.299	\$11.594	505
	2010	\$11.594	\$13.081	183
	2011	\$13.081	\$12.703	173
OPPENHEIMER MAIN STREET SMALL- & MID-CAP FUND(R)/VA--SERVICE SHARES FORMERLY, OPPENHEIMER MAIN STREET SMALL CAP FUND(R)/VA--SERVICE SHARES				
	2003	\$10.686	\$14.536	487
	2004	\$14.536	\$16.875	802
	2005	\$16.875	\$18.037	772
	2006	\$18.037	\$20.146	346
	2007	\$20.146	\$19.349	345
	2008	\$19.349	\$11.684	302
	2009	\$11.684	\$15.579	18
	2010	\$15.579	\$18.675	17
	2011	\$18.675	\$17.759	15

ALLSTATE ADVISOR VARIABLE ANNUITY: ALLSTATE ADVISOR PREFERRED CONTRACTS WITH 3 YEAR WITHDRAWAL CHARGE OPTION--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

MORTALITY & EXPENSE = 2.4

Sub-Accounts	Number of			Units Outstanding at End of Period
	For the Year Ending December 31	Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	
OPPENHEIMER SMALL- & MID-CAP GROWTH FUND/VA--SERVICE SHARES				
2003	\$10.314	\$12.283		0
2004	\$12.283	\$14.289		0
2005	\$14.289	\$15.589		0
2006	\$15.589	\$15.596		0
2007	\$15.596	\$16.107		0
2008	\$16.107	\$7.968		0
2009	\$7.968	\$10.266		0
2010	\$10.266	\$12.716		0
2011	\$12.716	\$12.491		0
PUTNAM VT EQUITY INCOME FUND--CLASS IB				
2009	\$10.000	\$11.888		0
2010	\$11.888	\$13.040		0
2011	\$13.040	\$12.947		0
PUTNAM VT GEORGE PUTNAM BALANCED FUND--CLASS IB				
2003	\$10.654	\$11.977		427
2004	\$11.977	\$12.625		712
2005	\$12.625	\$12.791		1,171
2006	\$12.791	\$13.946		820
2007	\$13.946	\$13.712		807
2008	\$13.712	\$7.918		453
2009	\$7.918	\$9.689		415
2010	\$9.689	\$10.460		398
2011	\$10.460	\$10.472		370
PUTNAM VT GLOBAL ASSET ALLOCATION FUND--CLASS IB				
2003	\$10.724	\$12.324		6,221
2004	\$12.324	\$13.098		9,245
2005	\$13.098	\$13.650		9,405
2006	\$13.650	\$15.007		202
2007	\$15.007	\$15.046		193
2008	\$15.046	\$9.772		184
2009	\$9.772	\$12.871		156
2010	\$12.871	\$14.379		145
2011	\$14.379	\$13.949		139
PUTNAM VT GLOBAL HEALTH CARE FUND--CLASS IB				
2003	\$10.207	\$11.204		0
2004	\$11.204	\$11.691		0
2005	\$11.691	\$12.893		0
2006	\$12.893	\$12.910		0
2007	\$12.910	\$12.499		0
2008	\$12.499	\$10.096		0
2009	\$10.096	\$12.392		0
2010	\$12.392	\$12.369		0
2011	\$12.369	\$11.907		0

ALLSTATE ADVISOR VARIABLE ANNUITY: ALLSTATE ADVISOR PREFERRED CONTRACTS WITH 3 YEAR WITHDRAWAL CHARGE OPTION--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

MORTALITY & EXPENSE = 2.4

Sub-Accounts	Number of			Units Outstanding at End of Period
	Accumulation Unit Value Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	
PUTNAM VT GLOBAL UTILITIES FUND--CLASS IB				
2003	\$11.616	\$13.935		0
2004	\$13.935	\$16.506		0
2005	\$16.506	\$17.459		0
2006	\$17.459	\$21.606		0
2007	\$21.606	\$25.240		0
2008	\$25.240	\$17.089		0
2009	\$17.089	\$17.871		0
2010	\$17.871	\$17.728		0
2011	\$17.728	\$16.336		0
PUTNAM VT GROWTH AND INCOME FUND--CLASS IB				
2003	\$10.965	\$13.387		7,904
2004	\$13.387	\$14.490		8,998
2005	\$14.490	\$14.853		9,101
2006	\$14.853	\$16.772		738
2007	\$16.772	\$15.349		772
2008	\$15.349	\$9.165		381
2009	\$9.165	\$11.589		24
2010	\$11.589	\$12.912		24
2011	\$12.912	\$11.995		22
PUTNAM VT HIGH YIELD FUND--CLASS IB				
2003	\$11.835	\$13.228		0
2004	\$13.228	\$14.244		686
2005	\$14.244	\$14.306		1,015
2006	\$14.306	\$15.403		295
2007	\$15.403	\$15.421		282
2008	\$15.421	\$11.106		241
2009	\$11.106	\$16.248		187
2010	\$16.248	\$18.049		173
2011	\$18.049	\$17.892		162
PUTNAM VT INCOME FUND--CLASS IB				
2003	\$10.329	\$10.351		0
2004	\$10.351	\$10.530		1,298
2005	\$10.530	\$10.500		1,361
2006	\$10.500	\$10.692		1,743
2007	\$10.692	\$10.957		1,505
2008	\$10.957	\$8.120		1,393
2009	\$8.120	\$11.600		0
2010	\$11.600	\$12.415		0
2011	\$12.415	\$12.699		0

ALLSTATE ADVISOR VARIABLE ANNUITY: ALLSTATE ADVISOR PREFERRED CONTRACTS WITH 3 YEAR WITHDRAWAL CHARGE OPTION--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

MORTALITY & EXPENSE = 2.4

Sub-Accounts	Number of			Units Outstanding at End of Period
	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	
PUTNAM VT INTERNATIONAL EQUITY FUND--CLASS IB				
	2003	\$10.548	\$13.265	3,566
	2004	\$13.265	\$15.015	4,094
	2005	\$15.015	\$16.411	4,031
	2006	\$16.411	\$20.419	0
	2007	\$20.419	\$21.551	0
	2008	\$21.551	\$11.766	0
	2009	\$11.766	\$14.284	0
	2010	\$14.284	\$15.309	0
	2011	\$15.309	\$12.388	0
PUTNAM VT INVESTORS FUND--CLASS IB				
	2003	\$10.664	\$12.878	0
	2004	\$12.878	\$14.131	0
	2005	\$14.131	\$14.978	0
	2006	\$14.978	\$16.624	0
	2007	\$16.624	\$15.354	0
	2008	\$15.354	\$9.041	0
	2009	\$9.041	\$11.522	0
	2010	\$11.522	\$12.786	0
	2011	\$12.786	\$12.461	0
PUTNAM VT MONEY MARKET FUND--CLASS IB				
	2003	\$9.911	\$9.767	0
	2004	\$9.767	\$9.576	1,427
	2005	\$9.576	\$9.565	1,494
	2006	\$9.565	\$9.728	0
	2007	\$9.728	\$9.928	0
	2008	\$9.928	\$9.919	0
	2009	\$9.919	\$9.682	1,043
	2010	\$9.682	\$9.435	1,101
	2011	\$9.435	\$9.192	1,053
PUTNAM VT MULTI-CAP GROWTH FUND--CLASS IB				
	2003	\$10.951	\$13.378	1,010
	2004	\$13.378	\$14.375	937
	2005	\$14.375	\$15.405	885
	2006	\$15.405	\$16.291	859
	2007	\$16.291	\$16.778	812
	2008	\$16.778	\$10.010	442
	2009	\$10.010	\$12.885	27
	2010	\$12.885	\$15.006	46
	2011	\$15.006	\$13.875	42
PUTNAM VT NEW VALUE FUND--CLASS IB				
	2003	\$11.292	\$14.446	0
	2004	\$14.446	\$16.244	421
	2005	\$16.244	\$16.757	426
	2006	\$16.757	\$18.938	0
	2007	\$18.938	\$17.543	0
	2008	\$17.543	\$9.439	0
	2009	\$9.439	\$8.877	0



ALLSTATE ADVISOR VARIABLE ANNUITY: ALLSTATE ADVISOR PREFERRED CONTRACTS WITH 3 YEAR WITHDRAWAL CHARGE OPTION--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

MORTALITY & EXPENSE = 2.4

Sub-Accounts	For the Year Ending December 31	Number of Accumulation Units		Units Outstanding at End of Period
		Unit Value at Beginning of Period	Unit Value at End of Period	
PUTNAM VT RESEARCH FUND--CLASS IB				
	2003	\$10.813	\$12.981	0
	2004	\$12.981	\$13.601	0
	2005	\$13.601	\$13.914	0
	2006	\$13.914	\$15.088	0
	2007	\$15.088	\$14.777	0
	2008	\$14.777	\$8.846	0
	2009	\$8.846	\$11.476	0
	2010	\$11.476	\$13.010	0
	2011	\$13.010	\$12.452	0
PUTNAM VT VISTA FUND--CLASS IB				
	2003	\$10.770	\$13.443	3,822
	2004	\$13.443	\$15.532	4,339
	2005	\$15.532	\$16.969	4,183
	2006	\$16.969	\$17.432	1,376
	2007	\$17.432	\$17.625	1,225
	2008	\$17.625	\$9.348	1,157
	2009	\$9.348	\$12.635	22
	2010	\$12.635	\$14.332	0
PUTNAM VT VOYAGER FUND--CLASS IB				
	2003	\$10.551	\$12.290	8,426
	2004	\$12.290	\$12.574	10
	2005	\$12.574	\$12.947	10,159
	2006	\$12.947	\$13.298	2,422
	2007	\$13.298	\$13.666	2,185
	2008	\$13.666	\$8.382	1,624
	2009	\$8.382	\$13.382	26
	2010	\$13.382	\$15.747	25
	2011	\$15.747	\$12.602	26
UIF EMERGING MARKETS DEBT PORTFOLIO, CLASS II				
	2003	\$12.258	\$13.752	0
	2004	\$13.752	\$14.746	166
	2005	\$14.746	\$16.109	381
	2006	\$16.109	\$17.388	772
	2007	\$17.388	\$18.019	680
	2008	\$18.019	\$14.923	591
	2009	\$14.923	\$18.914	134
	2010	\$18.914	\$20.219	129
	2011	\$20.219	\$21.052	115
UIF GLOBAL FRANCHISE PORTFOLIO, CLASS II				
	2003	\$10.000	\$10.000	0
	2004	\$10.000	\$10.985	0
	2005	\$10.985	\$11.983	0
	2006	\$11.983	\$14.184	0
	2007	\$14.184	\$15.166	0
	2008	\$15.166	\$10.497	0
	2009	\$10.497	\$13.249	0
	2010	\$13.249	\$14.719	0
	2011	\$14.719	\$15.636	0



ALLSTATE ADVISOR VARIABLE ANNUITY: ALLSTATE ADVISOR PREFERRED CONTRACTS WITH 3 YEAR WITHDRAWAL CHARGE OPTION--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

MORTALITY & EXPENSE = 2.4

Sub-Accounts	For the Year Ending December 31	Number of		
		Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Units Outstanding at End of Period

UIF GROWTH PORTFOLIO, CLASS I FORMERLY, UIF CAPITAL GROWTH PORTFOLIO, CLASS I				
	2004	\$10.000	\$10.690	478
	2005	\$10.690	\$12.050	422
	2006	\$12.050	\$12.221	433
	2007	\$12.221	\$14.510	365
	2008	\$14.510	\$7.181	390
	2009	\$7.181	\$11.581	318
	2010	\$11.581	\$13.861	0
	2011	\$13.861	\$13.125	0

UIF GROWTH PORTFOLIO, CLASS II FORMERLY, UIF CAPITAL GROWTH PORTFOLIO, CLASS II				
	2004	\$10.000	\$10.665	1,922
	2005	\$10.665	\$11.998	1,786
	2006	\$11.998	\$12.133	0
	2007	\$12.133	\$14.377	0
	2008	\$14.377	\$7.093	0
	2009	\$7.093	\$11.411	0
	2010	\$11.411	\$13.629	0
	2011	\$13.629	\$12.873	0

UIF MID CAP GROWTH PORTFOLIO, CLASS II				
	2006	\$10.000	\$9.766	0
	2007	\$9.766	\$11.662	0
	2008	\$11.662	\$6.041	0
	2009	\$6.041	\$9.261	0
	2010	\$9.261	\$11.933	0
	2011	\$11.933	\$10.790	0

UIF SMALL COMPANY GROWTH PORTFOLIO, CLASS II				
	2003	\$10.000	\$13.501	0
	2004	\$13.501	\$15.644	0
	2005	\$15.644	\$17.203	0
	2006	\$17.203	\$18.742	941
	2007	\$18.742	\$18.795	812
	2008	\$18.795	\$10.904	752
	2009	\$10.904	\$15.577	0
	2010	\$15.577	\$19.203	0
	2011	\$19.203	\$17.077	0

UIF U.S. REAL ESTATE PORTFOLIO, CLASS II				
	2003	\$11.351	\$14.384	0
	2004	\$14.384	\$19.066	129
	2005	\$19.066	\$21.685	283
	2006	\$21.685	\$29.083	498
	2007	\$29.083	\$23.432	473
	2008	\$23.432	\$14.138	458
	2009	\$14.138	\$17.695	140
	2010	\$17.695	\$22.327	116
	2011	\$22.327	\$22.982	105



ALLSTATE ADVISOR VARIABLE ANNUITY: ALLSTATE ADVISOR PREFERRED CONTRACTS WITH 3 YEAR WITHDRAWAL CHARGE OPTION--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

MORTALITY & EXPENSE = 2.4

Sub-Accounts	Number of			Units Outstanding at End of Period
	Accumulation		Accumulation	
	For the Year Ending December 31	Unit Value at Beginning of Period		

VAN KAMPEN LIT MONEY MARKET PORTFOLIO--CLASS II				
2003	\$10.000	\$10.000		0
2004	\$10.000	\$9.794		1,001
2005	\$9.794	\$9.773		2,515
2006	\$9.773	\$9.918		1,527
2007	\$9.918	\$10.090		1,438
2008	\$10.090	\$10.005		886
2009	\$10.005	\$9.756		0

* The Accumulation Unit Values in this table reflect a mortality and expense risk charge of 2.40% and an administrative expense charge of 0.19%.

ALLSTATE ADVISOR VARIABLE ANNUITY: ALLSTATE ADVISOR PREFERRED CONTRACTS WITH NO

WITHDRAWAL CHARGE OPTION--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.6

Sub-Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Number of Accumulation Units at End of Period	Units Outstanding at End of Period
FIDELITY VIP CONTRAFUND(R) PORTFOLIO--SERVICE CLASS 2				
2006	\$10.000	\$10.256	101,761	
2007	\$10.256	\$11.814	99,784	
2008	\$11.814	\$6.649	90,797	
2009	\$6.649	\$8.846	99,596	
2010	\$8.846	\$10.158	64,871	
2011	\$10.158	\$9.699	51,961	
FIDELITY VIP FREEDOM 2010 PORTFOLIO--SERVICE CLASS 2				
2006	\$10.000	\$10.447	0	
2007	\$10.447	\$11.123	18,543	
2008	\$11.123	\$8.175	53,234	
2009	\$8.175	\$9.952	38,273	
2010	\$9.952	\$11.000	11,860	
2011	\$11.000	\$10.757	1,960	
FIDELITY VIP FREEDOM 2020 PORTFOLIO--SERVICE CLASS 2				
2006	\$10.000	\$10.477	1,372	
2007	\$10.477	\$11.314	1,363	
2008	\$11.314	\$7.467	18,158	
2009	\$7.467	\$9.426	21,246	
2010	\$9.426	\$10.584	33,341	
2011	\$10.584	\$10.266	29,455	
FIDELITY VIP FREEDOM 2030 PORTFOLIO--SERVICE CLASS 2				
2006	\$10.000	\$10.486	0	
2007	\$10.486	\$11.438	0	
2008	\$11.438	\$6.945	4,122	
2009	\$6.945	\$8.948	13,145	
2010	\$8.948	\$10.184	6,941	
2011	\$10.184	\$9.719	2,791	
FIDELITY VIP FREEDOM INCOME PORTFOLIO--SERVICE CLASS 2				
2006	\$10.000	\$10.338	0	
2007	\$10.338	\$10.753	1,648	
2008	\$10.753	\$9.430	0	
2009	\$9.430	\$10.617	0	
2010	\$10.617	\$11.183	0	
2011	\$11.183	\$11.136	0	
FIDELITY VIP GROWTH STOCK PORTFOLIO--SERVICE CLASS 2				
2006	\$10.000	\$9.733	6,172	
2007	\$9.733	\$11.690	943	
2008	\$11.690	\$6.340	943	
2009	\$6.340	\$8.993	5,951	
2010	\$8.993	\$10.578	5,951	
2011	\$10.578	\$10.436	11,908	
FIDELITY VIP INDEX 500 PORTFOLIO--SERVICE CLASS 2				
2006	\$10.000	\$10.809	1,419	
2007	\$10.809	\$11.165	5,208	
2008	\$11.165	\$6.890	5,044	
2009	\$6.890	\$8.547	4,074	
2010	\$8.547	\$9.630	3,945	
2011	\$9.630	\$9.627	3,832	

WITHDRAWAL CHARGE OPTION--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.6

Sub-Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Number of Accumulation Units at End of Period	Units Outstanding at End of Period
FIDELITY VIP MID CAP PORTFOLIO--SERVICE CLASS 2				
2006	\$10.000	\$9.865	9,107	
2007	\$9.865	\$11.173	16,959	
2008	\$11.173	\$6.627	11,031	
2009	\$6.627	\$9.096	13,667	
2010	\$9.096	\$11.485	16,003	
2011	\$11.485	\$10.056	12,699	
FTVIP FRANKLIN GROWTH AND INCOME SECURITIES FUND--CLASS 2				
2002	\$10.000	\$10.849	0	
2003	\$10.849	\$13.392	23,469	
2004	\$13.392	\$14.549	42,275	
2005	\$14.549	\$14.791	60,071	
2006	\$14.791	\$16.961	48,538	
2007	\$16.961	\$16.039	47,477	
2008	\$16.039	\$10.215	27,395	
2009	\$10.215	\$12.697	20,692	
2010	\$12.697	\$14.549	20,350	
2011	\$14.549	\$14.633	21,219	
FTVIP FRANKLIN INCOME SECURITIES FUND--CLASS 2				
2004	\$10.000	\$11.225	33,355	
2005	\$11.225	\$11.202	174,991	
2006	\$11.202	\$13.008	300,594	
2007	\$13.008	\$13.254	326,039	
2008	\$13.254	\$9.156	278,717	
2009	\$9.156	\$12.194	223,569	
2010	\$12.194	\$13.493	167,583	
2011	\$13.493	\$13.568	153,471	
FTVIP FRANKLIN LARGE CAP GROWTH SECURITIES FUND--CLASS 2				
2004	\$10.000	\$10.520	1,205	
2005	\$10.520	\$10.442	104,302	
2006	\$10.442	\$11.373	133,393	
2007	\$11.373	\$11.864	90,645	
2008	\$11.864	\$7.628	76,526	
2009	\$7.628	\$9.719	66,209	
2010	\$9.719	\$10.652	52,884	
2011	\$10.652	\$10.304	41,106	
FTVIP FRANKLIN SMALL CAP VALUE SECURITIES FUND--CLASS 2				
2002	\$10.000	\$11.223	0	
2003	\$11.223	\$14.563	7,677	
2004	\$14.563	\$17.699	14,403	
2005	\$17.699	\$18.907	38,744	
2006	\$18.907	\$21.723	31,855	
2007	\$21.723	\$20.824	28,468	
2008	\$20.824	\$13.698	19,973	
2009	\$13.698	\$17.375	17,774	
2010	\$17.375	\$21.881	11,078	
2011	\$21.881	\$20.682	9,661	



ALLSTATE ADVISOR VARIABLE ANNUITY: ALLSTATE ADVISOR PREFERRED CONTRACTS WITH NO

WITHDRAWAL CHARGE OPTION--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.6

Sub-Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Number of Accumulation Units at End of Period	Units Outstanding at End of Period
FTVIP FRANKLIN SMALL-MID CAP GROWTH SECURITIES FUND--CLASS 2				
2002	\$10.000	\$11.533	0	0
2003	\$11.533	\$15.545	0	0
2004	\$15.545	\$17.018	0	0
2005	\$17.018	\$17.515	0	0
2006	\$17.515	\$18.698	0	0
2007	\$18.698	\$20.425	0	0
2008	\$20.425	\$11.535	0	0
2009	\$11.535	\$16.264	0	0
2010	\$16.264	\$20.386	0	0
2011	\$20.386	\$19.055	0	0

FTVIP FRANKLIN U.S. GOVERNMENT FUND--CLASS 2				
2004	\$10.000	\$10.239	7,924	7,924
2005	\$10.239	\$10.298	84,783	84,783
2006	\$10.298	\$10.520	90,463	90,463
2007	\$10.520	\$11.014	63,048	63,048
2008	\$11.014	\$11.637	61,237	61,237
2009	\$11.637	\$11.783	49,183	49,183
2010	\$11.783	\$12.183	63,376	63,376
2011	\$12.183	\$12.646	59,574	59,574

FTVIP MUTUAL GLOBAL DISCOVERY SECURITIES FUND--CLASS 2				
2006	\$10.000	\$11.004	40,999	40,999
2007	\$11.004	\$12.086	61,577	61,577
2008	\$12.086	\$8.492	48,349	48,349
2009	\$8.492	\$10.285	52,250	52,250
2010	\$10.285	\$11.308	49,980	49,980
2011	\$11.308	\$10.778	41,595	41,595

FTVIP MUTUAL SHARES SECURITIES FUND--CLASS 2				
2002	\$10.000	\$10.322	0	0
2003	\$10.322	\$12.687	13,840	13,840
2004	\$12.687	\$14.034	35,124	35,124
2005	\$14.034	\$15.238	96,633	96,633
2006	\$15.238	\$17.717	119,196	119,196
2007	\$17.717	\$18.004	108,493	108,493
2008	\$18.004	\$11.120	78,400	78,400
2009	\$11.120	\$13.765	61,652	61,652
2010	\$13.765	\$15.032	47,523	47,523
2011	\$15.032	\$14.610	41,084	41,084

FTVIP TEMPLETON DEVELOPING MARKETS SECURITIES FUND--CLASS 2				
2002	\$10.000	\$11.231	0	0
2003	\$11.231	\$16.875	3,012	3,012
2004	\$16.875	\$20.668	8,722	8,722
2005	\$20.668	\$25.867	18,080	18,080
2006	\$25.867	\$32.542	17,441	17,441
2007	\$32.542	\$41.155	14,969	14,969
2008	\$41.155	\$19.115	7,214	7,214
2009	\$19.115	\$32.401	7,357	7,357
2010	\$32.401	\$37.417	6,635	6,635
2011	\$37.417	\$30.922	7,427	7,427

WITHDRAWAL CHARGE OPTION--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.6

Sub-Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Number of Accumulation Units at End of Period	Units Outstanding at End of Period

FTVIP TEMPLETON FOREIGN SECURITIES FUND--CLASS 2				
2002	\$10.000	\$10.473	0	
2003	\$10.473	\$13.599	7,819	
2004	\$13.599	\$15.830	25,595	
2005	\$15.830	\$17.129	72,793	
2006	\$17.129	\$20.431	81,328	
2007	\$20.431	\$23.164	69,029	
2008	\$23.164	\$13.563	43,154	
2009	\$13.563	\$18.255	29,389	
2010	\$18.255	\$19.436	23,615	
2011	\$19.436	\$17.058	18,159	

FTVIP TEMPLETON GLOBAL BOND SECURITIES FUND--CLASS 2				
2002	\$10.000	\$10.719	0	
2003	\$10.719	\$12.889	0	
2004	\$12.889	\$14.524	0	
2005	\$14.524	\$13.825	0	
2006	\$13.825	\$15.313	0	
2007	\$15.313	\$16.692	0	
2008	\$16.692	\$17.410	952	
2009	\$17.410	\$20.293	1,687	
2010	\$20.293	\$22.810	1,730	
2011	\$22.810	\$22.207	1,725	

INVESCO VAN KAMPEN V.I. CAPITAL GROWTH FUND--SERIES II				
2002	\$10.000	\$9.408	0	
2003	\$9.408	\$13.874	0	
2004	\$13.874	\$12.309	22,487	
2005	\$12.309	\$13.013	17,612	
2006	\$13.013	\$13.116	16,490	
2007	\$13.116	\$15.024	9,192	
2008	\$15.024	\$7.508	5,082	
2009	\$7.508	\$12.214	4,116	
2010	\$12.214	\$14.342	4,097	
2011	\$14.342	\$13.186	4,311	

INVESCO VAN KAMPEN V.I. COMSTOCK FUND--SERIES II				
2004	\$10.000	\$11.328	35,103	
2005	\$11.328	\$11.583	103,444	
2006	\$11.583	\$13.202	96,241	
2007	\$13.202	\$12.662	62,385	
2008	\$12.662	\$7.983	38,316	
2009	\$7.983	\$10.067	34,260	
2010	\$10.067	\$11.439	27,134	
2011	\$11.439	\$10.998	17,105	

WITHDRAWAL CHARGE OPTION--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.6

Sub-Accounts	For the Year Ending at December 31	Accumulation Unit Value at Beginning of Period	Number of Accumulation Units at End of Period	Units Outstanding at End of Period
INVESTCO VAN KAMPEN V.I. EQUITY AND INCOME FUND--SERIES II				
2004	\$10.000	\$10.952	12,560	
2005	\$10.952	\$11.550	29,686	
2006	\$11.550	\$12.771	72,485	
2007	\$12.771	\$12.962	66,971	
2008	\$12.962	\$9.843	44,327	
2009	\$9.843	\$11.841	27,589	
2010	\$11.841	\$13.028	21,104	
2011	\$13.028	\$12.629	15,249	
INVESTCO VAN KAMPEN V.I. GROWTH AND INCOME FUND--SERIES II				
2002	\$10.000	\$10.650	0	
2003	\$10.650	\$13.355	36,801	
2004	\$13.355	\$14.968	81,112	
2005	\$14.968	\$16.129	100,032	
2006	\$16.129	\$18.372	88,795	
2007	\$18.372	\$18.497	52,886	
2008	\$18.497	\$12.314	39,008	
2009	\$12.314	\$15.009	36,554	
2010	\$15.009	\$16.538	26,125	
2011	\$16.538	\$15.875	24,807	
INVESTCO VAN KAMPEN V.I. MID CAP GROWTH FUND--SERIES II				
2004	\$10.000	\$11.115	6,523	
2005	\$11.115	\$12.129	6,398	
2006	\$12.129	\$12.499	2,041	
2007	\$12.499	\$14.435	1,940	
2008	\$14.435	\$7.537	212	
2009	\$7.537	\$11.574	0	
2010	\$11.574	\$14.468	0	
2011	\$14.468	\$12.879	0	
INVESTCO VAN KAMPEN V.I. MID CAP VALUE FUND--SERIES I				
2004	\$10.000	\$11.291	9,030	
2005	\$11.291	\$12.455	11,341	
2006	\$12.455	\$14.764	5,289	
2007	\$14.764	\$15.636	5,082	
2008	\$15.636	\$9.015	3,220	
2009	\$9.015	\$12.325	2,743	
2010	\$12.325	\$14.797	1,973	
2011	\$14.797	\$14.667	1,131	
INVESTCO VAN KAMPEN V.I. MID CAP VALUE FUND--SERIES II				
2004	\$10.000	\$11.284	3,401	
2005	\$11.284	\$12.429	11,785	
2006	\$12.429	\$14.725	12,220	
2007	\$14.725	\$15.580	18,366	
2008	\$15.580	\$8.963	13,037	
2009	\$8.963	\$12.250	10,552	
2010	\$12.250	\$14.699	6,254	
2011	\$14.699	\$14.556	7,290	



WITHDRAWAL CHARGE OPTION--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.6

Sub-Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Number of Accumulation Units at End of Period	Units Outstanding at End of Period
LORD ABBETT SERIES FUND, INC.--BOND-DEBENTURE PORTFOLIO				
2004	\$10.000	\$10.357	494	
2005	\$10.357	\$10.305	43,664	
2006	\$10.305	\$11.066	133,264	
2007	\$11.066	\$11.539	47,660	
2008	\$11.539	\$9.345	37,334	
2009	\$9.345	\$12.327	38,088	
2010	\$12.327	\$13.597	28,215	
2011	\$13.597	\$13.940	31,300	
LORD ABBETT SERIES FUND, INC.--FUNDAMENTAL EQUITY PORTFOLIO				
2004	\$10.000	\$10.906	2,629	
2005	\$10.906	\$11.456	8,148	
2006	\$11.456	\$12.899	21,461	
2007	\$12.899	\$13.519	15,659	
2008	\$13.519	\$9.470	12,046	
2009	\$9.470	\$11.716	10,791	
2010	\$11.716	\$13.696	8,367	
2011	\$13.696	\$12.847	7,241	
LORD ABBETT SERIES FUND, INC.--GROWTH AND INCOME PORTFOLIO				
2004	\$10.000	\$10.891	4,338	
2005	\$10.891	\$11.043	52,475	
2006	\$11.043	\$12.720	72,238	
2007	\$12.720	\$12.920	83,465	
2008	\$12.920	\$8.067	53,957	
2009	\$8.067	\$9.420	48,170	
2010	\$9.420	\$10.862	32,228	
2011	\$10.862	\$10.020	28,704	
LORD ABBETT SERIES FUND, INC.--GROWTH OPPORTUNITIES PORTFOLIO				
2004	\$10.000	\$11.139	0	
2005	\$11.139	\$11.446	15,159	
2006	\$11.446	\$12.129	25,731	
2007	\$12.129	\$14.445	27,856	
2008	\$14.445	\$8.761	14,051	
2009	\$8.761	\$12.523	12,260	
2010	\$12.523	\$15.119	10,688	
2011	\$15.119	\$13.356	7,617	
LORD ABBETT SERIES FUND, INC.--MID-CAP VALUE PORTFOLIO				
2004	\$10.000	\$11.122	4,630	
2005	\$11.122	\$11.821	79,110	
2006	\$11.821	\$13.030	79,065	
2007	\$13.030	\$12.870	64,917	
2008	\$12.870	\$7.665	38,093	
2009	\$7.665	\$9.531	33,322	
2010	\$9.531	\$11.741	17,564	
2011	\$11.741	\$11.069	16,093	



WITHDRAWAL CHARGE OPTION--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.6

Sub-Accounts	For the Year Ending at December 31	Accumulation Unit Value at Beginning of Period	Number of Accumulation Units at End of Period	Units Outstanding at End of Period

OPPENHEIMER BALANCED FUND/VA--SERVICE SHARES				
2002	\$10.000	\$10.694	0	
2003	\$10.694	\$13.095	7,233	
2004	\$13.095	\$14.121	19,314	
2005	\$14.121	\$14.378	17,516	
2006	\$14.378	\$15.654	16,614	
2007	\$15.654	\$15.909	14,185	
2008	\$15.909	\$8.809	14,356	
2009	\$8.809	\$10.520	13,002	
2010	\$10.520	\$11.642	11,032	
2011	\$11.642	\$11.478	8,941	

OPPENHEIMER CAPITAL APPRECIATION FUND/VA--SERVICE SHARES				
2003	\$10.000	\$12.281	19,650	
2004	\$12.281	\$12.859	139,232	
2005	\$12.859	\$13.244	113,526	
2006	\$13.244	\$14.006	109,153	
2007	\$14.006	\$15.661	94,498	
2008	\$15.661	\$8.357	65,749	
2009	\$8.357	\$11.831	57,828	
2010	\$11.831	\$12.682	44,855	
2011	\$12.682	\$12.284	40,237	

OPPENHEIMER CORE BOND FUND/VA--SERVICE SHARES				
2004	\$10.000	\$10.105	1,761	
2005	\$10.105	\$10.156	21,259	
2006	\$10.156	\$10.467	56,610	
2007	\$10.467	\$10.699	113,131	
2008	\$10.699	\$6.402	91,674	
2009	\$6.402	\$6.856	87,991	
2010	\$6.856	\$7.493	78,060	
2011	\$7.493	\$7.942	54,983	

OPPENHEIMER GLOBAL SECURITIES FUND/VA--SERVICE SHARES				
2002	\$10.000	\$10.146	0	
2003	\$10.146	\$14.235	3,483	
2004	\$14.235	\$16.620	69,433	
2005	\$16.620	\$18.618	13,925	
2006	\$18.618	\$21.461	30,533	
2007	\$21.461	\$22.357	27,024	
2008	\$22.357	\$13.101	20,192	
2009	\$13.101	\$17.930	16,803	
2010	\$17.930	\$20.374	7,600	
2011	\$20.374	\$18.304	7,048	

WITHDRAWAL CHARGE OPTION--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.6

Sub-Accounts	For the Year Ending December 31	Number of Accumulation Units		Units Outstanding at End of Period
		Unit Value at Beginning of Period	Unit Value at End of Period	

OPPENHEIMER GLOBAL STRATEGIC INCOME FUND/VA--SERVICE SHARES				
	2002	\$10.000	\$10.549	0
	2003	\$10.549	\$12.138	36,470
	2004	\$12.138	\$12.926	76,890
	2005	\$12.926	\$13.010	181,853
	2006	\$13.010	\$13.702	176,737
	2007	\$13.702	\$14.741	153,933
	2008	\$14.741	\$12.380	136,040
	2009	\$12.380	\$14.396	130,323
	2010	\$14.396	\$16.227	107,136
	2011	\$16.227	\$16.041	75,300

OPPENHEIMER HIGH INCOME FUND/VA--SERVICE SHARES				
	2002	\$10.000	\$10.659	0
	2003	\$10.659	\$12.959	14,596
	2004	\$12.959	\$13.838	24,084
	2005	\$13.838	\$13.864	34,147
	2006	\$13.864	\$14.873	29,168
	2007	\$14.873	\$14.536	21,030
	2008	\$14.536	\$3.059	19,862
	2009	\$3.059	\$3.784	14,854
	2010	\$3.784	\$4.252	12,859
	2011	\$4.252	\$4.070	11,497

OPPENHEIMER MAIN STREET FUND(R)/VA--SERVICE SHARES				
	2002	\$10.000	\$10.175	3,180
	2003	\$10.175	\$12.635	20,820
	2004	\$12.635	\$13.543	44,796
	2005	\$13.543	\$14.065	136,243
	2006	\$14.065	\$15.853	129,358
	2007	\$15.853	\$16.214	110,198
	2008	\$16.214	\$9.773	75,153
	2009	\$9.773	\$12.285	57,942
	2010	\$12.285	\$13.974	45,608
	2011	\$13.974	\$13.681	37,046

OPPENHEIMER MAIN STREET SMALL- & MID-CAP FUND(R)/VA--SERVICE SHARES FORMERLY, OPPENHEIMER MAIN STREET SMALL CAP FUND(R)/VA--SERVICE SHARES				
	2002	\$10.000	\$10.351	0
	2003	\$10.351	\$14.664	7,755
	2004	\$14.664	\$17.164	16,016
	2005	\$17.164	\$18.496	42,092
	2006	\$18.496	\$20.828	43,420
	2007	\$20.828	\$20.169	27,811
	2008	\$20.169	\$12.279	20,348
	2009	\$12.279	\$16.508	17,669
	2010	\$16.508	\$19.950	10,854
	2011	\$19.950	\$19.127	9,327



WITHDRAWAL CHARGE OPTION--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.6

Sub-Accounts	Ending at December 31	Number of Accumulation Units at Beginning of Period	Number of Accumulation Units at End of Period	Units Outstanding at End of Period
OPPENHEIMER SMALL- & MID-CAP GROWTH FUND/VA--SERVICE SHARES				
2002	\$10.000	\$10.058	0	
2003	\$10.058	\$12.391	5,954	
2004	\$12.391	\$14.534	15,708	
2005	\$14.534	\$15.986	22,636	
2006	\$15.986	\$16.124	30,216	
2007	\$16.124	\$16.790	24,958	
2008	\$16.790	\$8.374	17,093	
2009	\$8.374	\$10.878	17,358	
2010	\$10.878	\$13.585	12,134	
2011	\$13.585	\$13.454	11,757	
PUTNAM VT EQUITY INCOME FUND--CLASS IB				
2009	\$10.000	\$12.596	35,900	
2010	\$12.596	\$13.931	35,611	
2011	\$13.931	\$13.945	25,706	
PUTNAM VT GEORGE PUTNAM BALANCED FUND--CLASS IB				
2002	\$10.000	\$10.512	3,141	
2003	\$10.512	\$12.083	17,937	
2004	\$12.083	\$12.841	19,997	
2005	\$12.841	\$13.117	34,620	
2006	\$13.117	\$14.418	30,252	
2007	\$14.418	\$14.294	26,289	
2008	\$14.294	\$8.321	11,149	
2009	\$8.321	\$10.266	10,936	
2010	\$10.266	\$11.174	10,517	
2011	\$11.174	\$11.279	9,753	
PUTNAM VT GLOBAL ASSET ALLOCATION FUND--CLASS IB				
2002	\$10.000	\$10.386	0	
2003	\$10.386	\$12.433	0	
2004	\$12.433	\$13.323	373	
2005	\$13.323	\$13.997	19,300	
2006	\$13.997	\$15.515	50,392	
2007	\$15.515	\$15.684	83,907	
2008	\$15.684	\$10.270	76,177	
2009	\$10.270	\$13.637	61,582	
2010	\$13.637	\$15.361	55,636	
2011	\$15.361	\$15.023	46,183	
PUTNAM VT GLOBAL HEALTH CARE FUND--CLASS IB				
2002	\$10.000	\$9.722	0	
2003	\$9.722	\$11.303	1,277	
2004	\$11.303	\$11.892	1,832	
2005	\$11.892	\$13.221	1,747	
2006	\$13.221	\$13.348	1,825	
2007	\$13.348	\$13.029	1,961	
2008	\$13.029	\$10.611	139	
2009	\$10.611	\$13.130	0	
2010	\$13.130	\$13.214	0	
2011	\$13.214	\$12.825	0	



WITHDRAWAL CHARGE OPTION--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.6

Number of
Accumulation Accumulation Units
For the Year Unit Value Unit Value Outstanding
Ending at Beginning at End at End
Sub-Accounts December 31 of Period of Period of Period

PUTNAM VT GLOBAL UTILITIES FUND--CLASS IB

2002	\$10.000	\$11.467	0
2003	\$11.467	\$14.058	3,216
2004	\$14.058	\$16.789	3,706
2005	\$16.789	\$17.903	3,557
2006	\$17.903	\$22.337	3,442
2007	\$22.337	\$26.310	3,165
2008	\$26.310	\$17.960	43
2009	\$17.960	\$18.936	50
2010	\$18.936	\$18.938	52
2011	\$18.938	\$17.594	56

PUTNAM VT GROWTH AND INCOME FUND--CLASS IB

2002	\$10.000	\$10.796	0
2003	\$10.796	\$13.506	13,936
2004	\$13.506	\$14.738	20,681
2005	\$14.738	\$15.231	29,879
2006	\$15.231	\$17.340	36,373
2007	\$17.340	\$15.999	25,411
2008	\$15.999	\$9.632	12,393
2009	\$9.632	\$12.280	10,381
2010	\$12.280	\$13.794	10,965
2011	\$13.794	\$12.919	11,289

PUTNAM VT HIGH YIELD FUND--CLASS IB

2002	\$10.000	\$10.738	0
2003	\$10.738	\$13.345	363,012
2004	\$13.345	\$14.488	53,015
2005	\$14.488	\$14.670	49,391
2006	\$14.670	\$15.925	43,697
2007	\$15.925	\$16.075	35,867
2008	\$16.075	\$11.672	24,451
2009	\$11.672	\$17.216	22,798
2010	\$17.216	\$19.282	11,273
2011	\$19.282	\$19.270	9,895

PUTNAM VT INCOME FUND--CLASS IB

2002	\$10.000	\$10.183	0
2003	\$10.183	\$10.443	163,346
2004	\$10.443	\$10.711	94,571
2005	\$10.711	\$10.768	149,423
2006	\$10.768	\$11.054	159,430
2007	\$11.054	\$11.422	132,584
2008	\$11.422	\$8.533	91,416
2009	\$8.533	\$12.291	87,147
2010	\$12.291	\$13.262	69,943
2011	\$13.262	\$13.677	55,962

WITHDRAWAL CHARGE OPTION--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.6

Sub-Accounts	For the Year Ending December 31	Number of Accumulation Unit Value at Beginning of Period	Number of Accumulation Unit Value at End of Period	Units Outstanding at End of Period
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PUTNAM VT INTERNATIONAL EQUITY FUND--CLASS IB

2002	\$10.000	\$10.602	0
2003	\$10.602	\$13.383	228,069
2004	\$13.383	\$15.272	171,334
2005	\$15.272	\$16.829	53,857
2006	\$16.829	\$21.110	54,094
2007	\$21.110	\$22.464	55,076
2008	\$22.464	\$12.365	33,330
2009	\$12.365	\$15.135	30,099
2010	\$15.135	\$16.355	25,046
2011	\$16.355	\$13.342	18,531

PUTNAM VT INVESTORS FUND--CLASS IB

2002	\$10.000	\$10.405	0
2003	\$10.405	\$12.992	5,187
2004	\$12.992	\$14.373	4,353
2005	\$14.373	\$15.359	4,774
2006	\$15.359	\$17.187	54,996
2007	\$17.187	\$16.005	35,019
2008	\$16.005	\$9.502	7,451
2009	\$9.502	\$12.209	5,658
2010	\$12.209	\$13.659	5,763
2011	\$13.659	\$13.421	2,924

PUTNAM VT MONEY MARKET FUND--CLASS IB

2002	\$10.000	\$9.983	4,006
2003	\$9.983	\$9.853	776,190
2004	\$9.853	\$9.741	571,779
2005	\$9.741	\$9.809	283,085
2006	\$9.809	\$10.057	213,854
2007	\$10.057	\$10.349	342,086
2008	\$10.349	\$10.424	324,791
2009	\$10.424	\$10.259	309,668
2010	\$10.259	\$10.079	139,474
2011	\$10.079	\$9.900	108,589

PUTNAM VT MULTI-CAP GROWTH FUND--CLASS IB

2002	\$10.000	\$10.377	0
2003	\$10.377	\$13.497	3,291
2004	\$13.497	\$14.621	3,402
2005	\$14.621	\$15.797	233
2006	\$15.797	\$16.843	234
2007	\$16.843	\$17.489	168
2008	\$17.489	\$10.521	0
2009	\$10.521	\$13.653	0
2010	\$13.653	\$16.031	2,373
2011	\$16.031	\$14.944	2,372

WITHDRAWAL CHARGE OPTION--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.6

Number of
Accumulation Accumulation Units
For the Year Unit Value Unit Value Outstanding
Ending at Beginning at End at End
Sub-Accounts December 31 of Period of Period of Period

PUTNAM VT NEW VALUE FUND--CLASS IB

2002	\$10.000	\$11.202	0
2003	\$11.202	\$14.574	6,517
2004	\$14.574	\$16.522	18,620
2005	\$16.522	\$17.183	71,713
2006	\$17.183	\$19.579	74,753
2007	\$19.579	\$18.286	63,253
2008	\$18.286	\$9.921	39,738
2009	\$9.921	\$9.338	0

PUTNAM VT RESEARCH FUND--CLASS IB

2002	\$10.000	\$10.640	0
2003	\$10.640	\$13.096	5,620
2004	\$13.096	\$13.834	6,279
2005	\$13.834	\$14.268	1,616
2006	\$14.268	\$15.599	1,566
2007	\$15.599	\$15.403	1,499
2008	\$15.403	\$9.296	534
2009	\$9.296	\$12.160	509
2010	\$12.160	\$13.898	719
2011	\$13.898	\$13.411	686

PUTNAM VT VISTA FUND--CLASS IB

2002	\$10.000	\$10.370	0
2003	\$10.370	\$13.562	2,975
2004	\$13.562	\$15.798	2,606
2005	\$15.798	\$17.401	2,301
2006	\$17.401	\$18.022	3,112
2007	\$18.022	\$18.372	1,127
2008	\$18.372	\$9.825	273
2009	\$9.825	\$13.388	267
2010	\$13.388	\$15.277	0

PUTNAM VT VOYAGER FUND--CLASS IB

2002	\$10.000	\$10.107	0
2003	\$10.107	\$12.398	27,311
2004	\$12.398	\$12.789	27,234
2005	\$12.789	\$13.276	34,981
2006	\$13.276	\$13.748	33,560
2007	\$13.748	\$14.246	25,420
2008	\$14.246	\$8.809	15,219
2009	\$8.809	\$14.180	14,031
2010	\$14.180	\$16.823	19,786
2011	\$16.823	\$13.573	23,049

WITHDRAWAL CHARGE OPTION--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.6

Sub-Accounts	For the Year Ending December 31	Number of Accumulation Unit Value at Beginning of Period	Number of Accumulation Unit Value at End of Period	Units Outstanding at End of Period
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UIF EMERGING MARKETS DEBT PORTFOLIO, CLASS II

2002	\$10.000	\$11.057	0
2003	\$11.057	\$13.874	0
2004	\$13.874	\$14.999	6,120
2005	\$14.999	\$16.519	10,110
2006	\$16.519	\$17.977	14,849
2007	\$17.977	\$18.782	10,381
2008	\$18.782	\$15.683	7,102
2009	\$15.683	\$20.040	6,200
2010	\$20.040	\$21.599	4,048
2011	\$21.599	\$22.674	7,999

UIF GLOBAL FRANCHISE PORTFOLIO, CLASS II

2003	\$10.000	\$10.000	0
2004	\$10.000	\$11.075	24,900
2005	\$11.075	\$12.180	47,188
2006	\$12.180	\$14.536	101,345
2007	\$14.536	\$15.670	83,710
2008	\$15.670	\$10.936	58,984
2009	\$10.936	\$13.915	55,696
2010	\$13.915	\$15.586	42,266
2011	\$15.586	\$16.693	36,346

UIF GROWTH PORTFOLIO, CLASS I FORMERLY, UIF CAPITAL GROWTH PORTFOLIO, CLASS I

2004	\$10.000	\$10.749	18,791
2005	\$10.749	\$12.215	16,554
2006	\$12.215	\$12.490	10,996
2007	\$12.490	\$14.952	10,166
2008	\$14.952	\$7.461	2,938
2009	\$7.461	\$12.131	3,621
2010	\$12.131	\$14.638	1,574
2011	\$14.638	\$13.974	3,159

UIF GROWTH PORTFOLIO, CLASS II FORMERLY, UIF CAPITAL GROWTH PORTFOLIO, CLASS II

2004	\$10.000	\$10.723	10,867
2005	\$10.723	\$12.162	12,616
2006	\$12.162	\$12.400	13,657
2007	\$12.400	\$14.815	6,253
2008	\$14.815	\$7.370	7,839
2009	\$7.370	\$11.953	4,708
2010	\$11.953	\$14.394	4,856
2011	\$14.394	\$13.707	4,385

UIF MID CAP GROWTH PORTFOLIO, CLASS II

2006	\$10.000	\$9.820	22,302
2007	\$9.820	\$11.823	30,094
2008	\$11.823	\$6.175	19,376
2009	\$6.175	\$9.544	17,313
2010	\$9.544	\$12.398	19,532
2011	\$12.398	\$11.303	13,370



WITHDRAWAL CHARGE OPTION--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.6

Sub-Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Number of Accumulation Units at End of Period	Units Outstanding at End of Period
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UIF SMALL COMPANY GROWTH PORTFOLIO, CLASS II

2003	\$10.000	\$13.575	504
2004	\$13.575	\$15.858	1,901
2005	\$15.858	\$17.582	1,861
2006	\$17.582	\$19.312	5,220
2007	\$19.312	\$19.526	4,232
2008	\$19.526	\$11.422	2,737
2009	\$11.422	\$16.450	5,060
2010	\$16.450	\$20.446	3,421
2011	\$20.446	\$18.331	3,341

UIF U.S. REAL ESTATE PORTFOLIO, CLASS II

2002	\$10.000	\$10.698	0
2003	\$10.698	\$14.511	6,427
2004	\$14.511	\$19.392	23,013
2005	\$19.392	\$22.236	24,523
2006	\$22.236	\$30.066	29,901
2007	\$30.066	\$24.425	16,406
2008	\$24.425	\$14.859	12,296
2009	\$14.859	\$18.750	12,283
2010	\$18.750	\$23.852	6,595
2011	\$23.852	\$24.753	5,862

VAN KAMPEN LIT MONEY MARKET PORTFOLIO--CLASS II

2003	\$10.000	\$10.000	0
2004	\$10.000	\$9.875	113,071
2005	\$9.875	\$9.934	251,605
2006	\$9.934	\$10.164	133,457
2007	\$10.164	\$10.426	137,828
2008	\$10.426	\$10.422	135,319
2009	\$10.422	\$10.243	0

* The Accumulation Unit Values in this table reflect a mortality and expense risk charge of 1.60% and an administrative expense charge of 0.19%.

WITHDRAWAL CHARGE OPTION--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

WITH THE MAV DEATH BENEFIT OPTION, THE ENHANCED BENEFICIARY PROTECTION (ANNUAL INCREASE) OPTION BOTH ADDED ON OR AFTER MAY 1, 2003, AND THE EARNINGS PROTECTION DEATH BENEFIT OPTION (AGE 71-79)

MORTALITY & EXPENSE = 2.5

Sub-Accounts	Accumulation Unit Value		Number of Units	
	Ending at December 31	at Beginning of Period	at End of Period	at End of Period

FIDELITY VIP CONTRAFUND(R) PORTFOLIO--SERVICE CLASS 2				
2006	\$10.000	\$10.193	0	
2007	\$10.193	\$11.633	0	
2008	\$11.633	\$6.487	0	
2009	\$6.487	\$8.551	0	
2010	\$8.551	\$9.730	0	
2011	\$9.730	\$9.205	0	

FIDELITY VIP FREEDOM 2010 PORTFOLIO--SERVICE CLASS 2				
2006	\$10.000	\$10.383	0	
2007	\$10.383	\$10.953	0	
2008	\$10.953	\$7.976	0	
2009	\$7.976	\$9.620	0	
2010	\$9.620	\$10.536	0	
2011	\$10.536	\$10.210	0	

FIDELITY VIP FREEDOM 2020 PORTFOLIO--SERVICE CLASS 2				
2006	\$10.000	\$10.412	0	
2007	\$10.412	\$11.141	0	
2008	\$11.141	\$7.285	0	
2009	\$7.285	\$9.113	0	
2010	\$9.113	\$10.138	0	
2011	\$10.138	\$9.744	0	

FIDELITY VIP FREEDOM 2030 PORTFOLIO--SERVICE CLASS 2				
2006	\$10.000	\$10.421	0	
2007	\$10.421	\$11.263	0	
2008	\$11.263	\$6.776	0	
2009	\$6.776	\$8.650	0	
2010	\$8.650	\$9.755	0	
2011	\$9.755	\$9.224	0	

FIDELITY VIP FREEDOM INCOME PORTFOLIO--SERVICE CLASS 2				
2006	\$10.000	\$10.274	0	
2007	\$10.274	\$10.588	0	
2008	\$10.588	\$9.200	0	
2009	\$9.200	\$10.263	0	
2010	\$10.263	\$10.712	0	
2011	\$10.712	\$10.569	0	

FIDELITY VIP GROWTH STOCK PORTFOLIO--SERVICE CLASS 2				
2006	\$10.000	\$9.673	0	
2007	\$9.673	\$11.511	0	
2008	\$11.511	\$6.186	0	
2009	\$6.186	\$8.694	0	
2010	\$8.694	\$10.133	0	
2011	\$10.133	\$9.905	0	



WITHDRAWAL CHARGE OPTION--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

MORTALITY & EXPENSE = 2.5

Sub-Accounts	For the Year Ending December 31	Number of Accumulation Units at Beginning of Period	Number of Accumulation Units at End of Period	Units Outstanding at End of Period
FIDELITY VIP INDEX 500 PORTFOLIO--SERVICE CLASS 2				
2006	\$10.000	\$10.742	0	
2007	\$10.742	\$10.994	0	
2008	\$10.994	\$6.722	0	
2009	\$6.722	\$8.262	0	
2010	\$8.262	\$9.224	0	
2011	\$9.224	\$9.137	0	
FIDELITY VIP MID CAP PORTFOLIO--SERVICE CLASS 2				
2006	\$10.000	\$9.804	0	
2007	\$9.804	\$11.002	0	
2008	\$11.002	\$6.465	0	
2009	\$6.465	\$8.793	0	
2010	\$8.793	\$11.001	0	
2011	\$11.001	\$9.544	0	
FTVIP FRANKLIN GROWTH AND INCOME SECURITIES FUND--CLASS 2				
2003	\$10.669	\$13.259	576	
2004	\$13.259	\$14.271	539	
2005	\$14.271	\$14.377	540	
2006	\$14.377	\$16.335	497	
2007	\$16.335	\$15.304	510	
2008	\$15.304	\$9.658	443	
2009	\$9.658	\$11.894	470	
2010	\$11.894	\$13.505	445	
2011	\$13.505	\$13.459	397	
FTVIP FRANKLIN INCOME SECURITIES FUND--CLASS 2				
2004	\$10.000	\$11.156	0	
2005	\$11.156	\$11.031	0	
2006	\$11.031	\$12.693	0	
2007	\$12.693	\$12.814	0	
2008	\$12.814	\$8.771	0	
2009	\$8.771	\$11.574	0	
2010	\$11.574	\$12.690	0	
2011	\$12.690	\$12.644	0	
FTVIP FRANKLIN LARGE CAP GROWTH SECURITIES FUND--CLASS 2				
2004	\$10.000	\$10.496	0	
2005	\$10.496	\$10.323	0	
2006	\$10.323	\$11.140	0	
2007	\$11.140	\$11.514	0	
2008	\$11.514	\$7.336	0	
2009	\$7.336	\$9.261	0	
2010	\$9.261	\$10.056	0	
2011	\$10.056	\$9.639	0	

WITHDRAWAL CHARGE OPTION--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

MORTALITY & EXPENSE = 2.5

Sub-Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Number of Accumulation Units at End of Period	Units Outstanding at End of Period

FTVIP FRANKLIN SMALL CAP VALUE SECURITIES FUND--CLASS 2				
2003	\$11.008	\$14.417		722
2004	\$14.417	\$17.361		641
2005	\$17.361	\$18.377		630
2006	\$18.377	\$20.921		622
2007	\$20.921	\$19.871		640
2008	\$19.871	\$12.951		547
2009	\$12.951	\$16.277		553
2010	\$16.277	\$20.310		499
2011	\$20.310	\$19.022		465

FTVIP FRANKLIN SMALL-MID CAP GROWTH SECURITIES FUND--CLASS 2				
2003	\$11.788	\$15.390		0
2004	\$15.390	\$16.694		0
2005	\$16.694	\$17.024		0
2006	\$17.024	\$18.007		0
2007	\$18.007	\$19.490		0
2008	\$19.490	\$10.905		0
2009	\$10.905	\$15.236		0
2010	\$15.236	\$18.923		0
2011	\$18.923	\$17.525		0

FTVIP FRANKLIN U.S. GOVERNMENT FUND--CLASS 2				
2004	\$10.000	\$10.176		1,084
2005	\$10.176	\$10.141		1,084
2006	\$10.141	\$10.265		1,084
2007	\$10.265	\$10.648		1,084
2008	\$10.648	\$11.148		1,084
2009	\$11.148	\$11.184		1,084
2010	\$11.184	\$11.458		1,034
2011	\$11.458	\$11.784		976

FTVIP MUTUAL GLOBAL DISCOVERY SECURITIES FUND--CLASS 2				
2006	\$10.000	\$10.936		0
2007	\$10.936	\$11.901		0
2008	\$11.901	\$8.285		0
2009	\$8.285	\$9.942		0
2010	\$9.942	\$10.832		0
2011	\$10.832	\$10.229		0

FTVIP MUTUAL SHARES SECURITIES FUND--CLASS 2				
2003	\$10.569	\$12.560		1,429
2004	\$12.560	\$13.766		1,378
2005	\$13.766	\$14.811		1,332
2006	\$14.811	\$17.063		1,250
2007	\$17.063	\$17.179		1,203
2008	\$17.179	\$10.513		1,070
2009	\$10.513	\$12.895		1,132
2010	\$12.895	\$13.953		1,133
2011	\$13.953	\$13.437		1,072



WITHDRAWAL CHARGE OPTION--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

MORTALITY & EXPENSE = 2.5

Sub-Accounts	Number of		
	Accumulation Unit Value	Accumulation Unit Value	Units
For the Year Ending December 31	at Beginning of Period	at End of Period	Outstanding at End of Period

FTVIP TEMPLETON DEVELOPING MARKETS SECURITIES FUND--CLASS 2			
2003	\$11.642	\$16.706	0
2004	\$16.706	\$20.275	0
2005	\$20.275	\$25.143	0
2006	\$25.143	\$31.342	0
2007	\$31.342	\$39.272	0
2008	\$39.272	\$18.073	0
2009	\$18.073	\$30.353	0
2010	\$30.353	\$34.732	0
2011	\$34.732	\$28.440	0

FTVIP TEMPLETON FOREIGN SECURITIES FUND--CLASS 2			
2003	\$10.348	\$13.463	0
2004	\$13.463	\$15.528	608
2005	\$15.528	\$16.649	608
2006	\$16.649	\$19.677	608
2007	\$19.677	\$22.104	608
2008	\$22.104	\$12.824	608
2009	\$12.824	\$17.101	608
2010	\$17.101	\$18.041	580
2011	\$18.041	\$15.689	547

FTVIP TEMPLETON GLOBAL BOND SECURITIES FUND--CLASS 2			
2003	\$10.550	\$12.760	0
2004	\$12.760	\$14.247	0
2005	\$14.247	\$13.438	0
2006	\$13.438	\$14.747	0
2007	\$14.747	\$15.927	0
2008	\$15.927	\$16.461	0
2009	\$16.461	\$19.011	0
2010	\$19.011	\$21.173	0
2011	\$21.173	\$20.425	0

INVESCO VAN KAMPEN V.I. CAPITAL GROWTH FUND--SERIES II			
2003	\$9.898	\$11.621	0
2004	\$11.621	\$12.075	0
2005	\$12.075	\$12.648	0
2006	\$12.648	\$12.632	0
2007	\$12.632	\$14.336	0
2008	\$14.336	\$7.098	0
2009	\$7.098	\$11.441	0
2010	\$11.441	\$13.312	0
2011	\$13.312	\$12.127	0

WITHDRAWAL CHARGE OPTION--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

MORTALITY & EXPENSE = 2.5

Sub-Accounts	For the Year Ending December 31	Number of Accumulation Unit Value at Beginning of Period	Number of Accumulation Unit Value at End of Period	Units Outstanding at End of Period

INVESCO VAN KAMPEN V.I. COMSTOCK FUND--SERIES II				
2004	\$10.000	\$11.258		0
2005	\$11.258	\$11.407		0
2006	\$11.407	\$12.882		0
2007	\$12.882	\$12.242		0
2008	\$12.242	\$7.647		0
2009	\$7.647	\$9.555		0
2010	\$9.555	\$10.758		0
2011	\$10.758	\$10.248		0

INVESCO VAN KAMPEN V.I. EQUITY AND INCOME FUND--SERIES II				
2004	\$10.000	\$10.885		0
2005	\$10.885	\$11.374		0
2006	\$11.374	\$12.461		0
2007	\$12.461	\$12.532		0
2008	\$12.532	\$9.429		0
2009	\$9.429	\$11.238		0
2010	\$11.238	\$12.252		0
2011	\$12.252	\$11.768		0

INVESCO VAN KAMPEN V.I. GROWTH AND INCOME FUND--SERIES II				
2003	\$10.754	\$13.221	1,365	
2004	\$13.221	\$14.683	1,280	
2005	\$14.683	\$15.677	1,227	
2006	\$15.677	\$17.694	1,195	
2007	\$17.694	\$17.650	1,156	
2008	\$17.650	\$11.643	961	
2009	\$11.643	\$14.061	1,028	
2010	\$14.061	\$15.351	1,037	
2011	\$15.351	\$14.601	981	

INVESCO VAN KAMPEN V.I. MID CAP GROWTH FUND--SERIES II				
2004	\$10.000	\$11.047		0
2005	\$11.047	\$11.945		0
2006	\$11.945	\$12.197		0
2007	\$12.197	\$13.955		0
2008	\$13.955	\$7.219		0
2009	\$7.219	\$10.986		0
2010	\$10.986	\$13.606		0
2011	\$13.606	\$12.001		0

INVESCO VAN KAMPEN V.I. MID CAP VALUE FUND--SERIES I				
2004	\$10.000	\$11.222	1,693	
2005	\$11.222	\$12.265	1,587	
2006	\$12.265	\$14.407	1,479	
2007	\$14.407	\$15.117	1,356	
2008	\$15.117	\$8.636	1,302	
2009	\$8.636	\$11.698	1,256	
2010	\$11.698	\$13.916	1,147	
2011	\$13.916	\$13.667	1,048	



WITHDRAWAL CHARGE OPTION--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

MORTALITY & EXPENSE = 2.5

Sub-Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Number of Accumulation Units at End of Period	Units Outstanding at End of Period

INVESCO VAN KAMPEN V.I. MID CAP VALUE FUND--SERIES II				
2004	\$10.000	\$11.215	0	0
2005	\$11.215	\$12.240	0	0
2006	\$12.240	\$14.369	0	0
2007	\$14.369	\$15.063	0	0
2008	\$15.063	\$8.586	0	0
2009	\$8.586	\$11.626	0	0
2010	\$11.626	\$13.824	0	0
2011	\$13.824	\$13.564	0	0

LORD ABBETT SERIES FUND, INC.--BOND-DEBENTURE PORTFOLIO				
2004	\$10.000	\$10.334	0	0
2005	\$10.334	\$10.188	0	0
2006	\$10.188	\$10.840	0	0
2007	\$10.840	\$11.199	0	0
2008	\$11.199	\$8.987	0	0
2009	\$8.987	\$11.745	0	0
2010	\$11.745	\$12.837	0	0
2011	\$12.837	\$13.040	0	0

LORD ABBETT SERIES FUND, INC.--FUNDAMENTAL EQUITY PORTFOLIO				
2004	\$10.000	\$10.881	0	0
2005	\$10.881	\$11.326	0	0
2006	\$11.326	\$12.636	0	0
2007	\$12.636	\$13.120	0	0
2008	\$13.120	\$9.107	0	0
2009	\$9.107	\$11.163	0	0
2010	\$11.163	\$12.930	0	0
2011	\$12.930	\$12.018	0	0

LORD ABBETT SERIES FUND, INC.--GROWTH AND INCOME PORTFOLIO				
2004	\$10.000	\$10.866	0	0
2005	\$10.866	\$10.918	0	0
2006	\$10.918	\$12.460	0	0
2007	\$12.460	\$12.540	0	0
2008	\$12.540	\$7.758	0	0
2009	\$7.758	\$8.975	0	0
2010	\$8.975	\$10.255	0	0
2011	\$10.255	\$9.373	0	0

LORD ABBETT SERIES FUND, INC.--GROWTH OPPORTUNITIES PORTFOLIO				
2004	\$10.000	\$11.113	0	0
2005	\$11.113	\$11.315	0	0
2006	\$11.315	\$11.881	0	0
2007	\$11.881	\$14.020	0	0
2008	\$14.020	\$8.425	0	0
2009	\$8.425	\$11.932	0	0
2010	\$11.932	\$14.273	0	0
2011	\$14.273	\$12.494	0	0

WITHDRAWAL CHARGE OPTION--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

MORTALITY & EXPENSE = 2.5

Sub-Accounts	For the Year Ending December 31	Number of Accumulation Units at Beginning of Period	Number of Accumulation Units at End of Period	Units Outstanding at End of Period
LORD ABBETT SERIES FUND, INC.--MID-CAP VALUE PORTFOLIO				
2004	\$10.000	\$11.096	0	0
2005	\$11.096	\$11.686	0	0
2006	\$11.686	\$12.764	0	0
2007	\$12.764	\$12.491	0	0
2008	\$12.491	\$7.371	0	0
2009	\$7.371	\$9.081	0	0
2010	\$9.081	\$11.085	0	0
2011	\$11.085	\$10.354	0	0
OPPENHEIMER BALANCED FUND/VA--SERVICE SHARES				
2003	\$11.073	\$12.964	0	0
2004	\$12.964	\$13.851	0	0
2005	\$13.851	\$13.975	0	0
2006	\$13.975	\$15.077	0	0
2007	\$15.077	\$15.180	0	0
2008	\$15.180	\$8.329	0	0
2009	\$8.329	\$9.855	0	0
2010	\$9.855	\$10.806	0	0
2011	\$10.806	\$10.556	0	0
OPPENHEIMER CAPITAL APPRECIATION FUND/VA--SERVICE SHARES				
2003	\$10.000	\$12.206	1,456	1,456
2004	\$12.206	\$12.663	1,465	1,465
2005	\$12.663	\$12.923	1,481	1,481
2006	\$12.923	\$13.542	1,540	1,540
2007	\$13.542	\$15.002	1,366	1,366
2008	\$15.002	\$7.932	1,376	1,376
2009	\$7.932	\$11.127	1,339	1,339
2010	\$11.127	\$11.818	1,329	1,329
2011	\$11.818	\$11.342	1,218	1,218
OPPENHEIMER CORE BOND FUND/VA--SERVICE SHARES				
2004	\$10.000	\$10.082	0	0
2005	\$10.082	\$10.040	0	0
2006	\$10.040	\$10.253	0	0
2007	\$10.253	\$10.384	0	0
2008	\$10.384	\$6.156	0	0
2009	\$6.156	\$6.532	0	0
2010	\$6.532	\$7.074	0	0
2011	\$7.074	\$7.430	0	0
OPPENHEIMER GLOBAL SECURITIES FUND/VA--SERVICE SHARES				
2003	\$10.051	\$14.093	0	0
2004	\$14.093	\$16.303	0	0
2005	\$16.303	\$18.097	0	0
2006	\$18.097	\$20.669	0	0
2007	\$20.669	\$21.333	0	0
2008	\$21.333	\$12.386	0	0
2009	\$12.386	\$16.796	0	0
2010	\$16.796	\$18.912	0	0
2011	\$18.912	\$16.834	0	0



WITHDRAWAL CHARGE OPTION--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

MORTALITY & EXPENSE = 2.5

Sub-Accounts	For the Year Ending December 31	Number of Accumulation Units		Units Outstanding at End of Period
		Unit Value at Beginning of Period	Unit Value at End of Period	

OPPENHEIMER GLOBAL STRATEGIC INCOME FUND/VA--SERVICE SHARES				
	2003	\$11.212	\$12.016	57
	2004	\$12.016	\$12.679	56
	2005	\$12.679	\$12.645	56
	2006	\$12.645	\$13.196	56
	2007	\$13.196	\$14.066	52
	2008	\$14.066	\$11.705	36
	2009	\$11.705	\$13.486	35
	2010	\$13.486	\$15.063	31
	2011	\$15.063	\$14.754	28

OPPENHEIMER HIGH INCOME FUND/VA--SERVICE SHARES				
	2003	\$10.695	\$12.829	0
	2004	\$12.829	\$13.574	0
	2005	\$13.574	\$13.475	0
	2006	\$13.475	\$14.324	0
	2007	\$14.324	\$13.871	0
	2008	\$13.871	\$2.892	0
	2009	\$2.892	\$3.544	0
	2010	\$3.544	\$3.947	0
	2011	\$3.947	\$3.743	0

OPPENHEIMER MAIN STREET FUND(R)/VA--SERVICE SHARES				
	2003	\$10.431	\$12.508	1,423
	2004	\$12.508	\$13.285	2,527
	2005	\$13.285	\$13.671	2,532
	2006	\$13.671	\$15.268	2,503
	2007	\$15.268	\$15.472	2,445
	2008	\$15.472	\$9.240	2,345
	2009	\$9.240	\$11.508	2,391
	2010	\$11.508	\$12.971	2,287
	2011	\$12.971	\$12.583	2,563

OPPENHEIMER MAIN STREET SMALL- & MID-CAP FUND(R)/VA--SERVICE SHARES FORMERLY, OPPENHEIMER MAIN STREET SMALL CAP FUND(R)/ VA--SERVICE SHARES				
	2003	\$10.680	\$14.518	0
	2004	\$14.518	\$16.837	0
	2005	\$16.837	\$17.977	0
	2006	\$17.977	\$20.060	0
	2007	\$20.060	\$19.245	0
	2008	\$19.245	\$11.610	0
	2009	\$11.610	\$15.464	0
	2010	\$15.464	\$18.518	0
	2011	\$18.518	\$17.591	0

WITHDRAWAL CHARGE OPTION--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

MORTALITY & EXPENSE = 2.5

Sub-Accounts	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Number of Accumulation Units at End of Period	Units Outstanding at End of Period
OPPENHEIMER SMALL- & MID-CAP GROWTH FUND/VA--SERVICE SHARES				
2003	\$10.308	\$12.267	0	0
2004	\$12.267	\$14.257	0	0
2005	\$14.257	\$15.538	0	0
2006	\$15.538	\$15.529	0	0
2007	\$15.529	\$16.021	0	0
2008	\$16.021	\$7.917	0	0
2009	\$7.917	\$10.190	0	0
2010	\$10.190	\$12.609	0	0
2011	\$12.609	\$12.374	0	0
PUTNAM VT EQUITY INCOME FUND--CLASS IB				
2009	\$10.000	\$11.800	0	0
2010	\$11.800	\$12.930	0	0
2011	\$12.930	\$12.825	0	0
PUTNAM VT GEORGE PUTNAM BALANCED FUND--CLASS IB				
2003	\$10.649	\$11.963	0	0
2004	\$11.963	\$12.596	911	911
2005	\$12.596	\$12.749	960	960
2006	\$12.749	\$13.886	982	982
2007	\$13.886	\$13.639	981	981
2008	\$13.639	\$7.867	891	891
2009	\$7.867	\$9.617	957	957
2010	\$9.617	\$10.372	978	978
2011	\$10.372	\$10.373	891	891
PUTNAM VT GLOBAL ASSET ALLOCATION FUND--CLASS IB				
2003	\$10.717	\$12.309	0	0
2004	\$12.309	\$13.069	0	0
2005	\$13.069	\$13.605	0	0
2006	\$13.605	\$14.943	0	0
2007	\$14.943	\$14.966	0	0
2008	\$14.966	\$9.710	0	0
2009	\$9.710	\$12.776	0	0
2010	\$12.776	\$14.258	0	0
2011	\$14.258	\$13.818	0	0
PUTNAM VT GLOBAL HEALTH CARE FUND--CLASS IB				
2003	\$10.201	\$11.190	0	0
2004	\$11.190	\$11.665	0	0
2005	\$11.665	\$12.850	0	0
2006	\$12.850	\$12.855	0	0
2007	\$12.855	\$12.432	0	0
2008	\$12.432	\$10.032	0	0
2009	\$10.032	\$12.300	0	0
2010	\$12.300	\$12.265	0	0
2011	\$12.265	\$11.795	0	0

WITHDRAWAL CHARGE OPTION--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

MORTALITY & EXPENSE = 2.5

Sub-Accounts	For the Year Ending December 31	Number of Accumulation Unit Value at Beginning of Period	Number of Accumulation Unit Value at End of Period	Units Outstanding at End of Period
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PUTNAM VT GLOBAL UTILITIES FUND--CLASS IB

2003	\$11.450	\$13.937	0
2004	\$13.937	\$16.469	44
2005	\$16.469	\$17.401	41
2006	\$17.401	\$21.512	35
2007	\$21.512	\$25.106	28
2008	\$25.106	\$16.981	25
2009	\$16.981	\$17.740	27
2010	\$17.740	\$17.579	27
2011	\$17.579	\$16.182	26

PUTNAM VT GROWTH AND INCOME FUND--CLASS IB

2003	\$10.958	\$13.370	1,360
2004	\$13.370	\$14.457	2,340
2005	\$14.457	\$14.804	2,355
2006	\$14.804	\$16.700	2,315
2007	\$16.700	\$15.267	2,370
2008	\$15.267	\$9.107	2,273
2009	\$9.107	\$11.504	2,318
2010	\$11.504	\$12.804	2,243
2011	\$12.804	\$11.882	2,551

PUTNAM VT HIGH YIELD FUND--CLASS IB

2003	\$11.828	\$13.212	0
2004	\$13.212	\$14.212	0
2005	\$14.212	\$14.259	0
2006	\$14.259	\$15.337	0
2007	\$15.337	\$15.339	0
2008	\$15.339	\$11.035	0
2009	\$11.035	\$16.128	0
2010	\$16.128	\$17.898	0
2011	\$17.898	\$17.723	0

PUTNAM VT INCOME FUND--CLASS IB

2003	\$10.324	\$10.338	0
2004	\$10.338	\$10.506	0
2005	\$10.506	\$10.466	0
2006	\$10.466	\$10.645	0
2007	\$10.645	\$10.899	0
2008	\$10.899	\$8.068	0
2009	\$8.068	\$11.514	0
2010	\$11.514	\$12.310	0
2011	\$12.310	\$12.579	0

WITHDRAWAL CHARGE OPTION--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

MORTALITY & EXPENSE = 2.5

Sub-Accounts	Number of			Units Outstanding at End of Period
	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	

PUTNAM VT INTERNATIONAL EQUITY FUND--CLASS IB				
2003	\$10.542	\$13.249		0
2004	\$13.249	\$14.981		0
2005	\$14.981	\$16.357		0
2006	\$16.357	\$20.331		0
2007	\$20.331	\$21.436		0
2008	\$21.436	\$11.691		0
2009	\$11.691	\$14.179		0
2010	\$14.179	\$15.181		0
2011	\$15.181	\$12.271		0

PUTNAM VT INVESTORS FUND--CLASS IB				
2003	\$10.658	\$12.862		0
2004	\$12.862	\$14.098		0
2005	\$14.098	\$14.929		0
2006	\$14.929	\$16.552		0
2007	\$16.552	\$15.273		0
2008	\$15.273	\$8.984		0
2009	\$8.984	\$11.437		0
2010	\$11.437	\$12.678		0
2011	\$12.678	\$12.343		0

PUTNAM VT MONEY MARKET FUND--CLASS IB				
2003	\$9.906	\$9.755		0
2004	\$9.755	\$9.555		0
2005	\$9.555	\$9.534		0
2006	\$9.534	\$9.686		0
2007	\$9.686	\$9.875		0
2008	\$9.875	\$9.856		0
2009	\$9.856	\$9.611		0
2010	\$9.611	\$9.356		0
2011	\$9.356	\$9.106		0

PUTNAM VT MULTI-CAP GROWTH FUND--CLASS IB				
2003	\$10.944	\$13.362	1,492	
2004	\$13.362	\$14.343	1,502	
2005	\$14.343	\$15.354	1,449	
2006	\$15.354	\$16.221	1,490	
2007	\$16.221	\$16.688	1,419	
2008	\$16.688	\$9.947	1,314	
2009	\$9.947	\$12.790	1,333	
2010	\$12.790	\$14.880	1,902	
2011	\$14.880	\$13.744	1,780	

PUTNAM VT NEW VALUE FUND--CLASS IB				
2003	\$11.285	\$14.429		0
2004	\$14.429	\$16.207		0
2005	\$16.207	\$16.701		0
2006	\$16.701	\$18.856		0
2007	\$18.856	\$17.449		0
2008	\$17.449	\$9.379		0
2009	\$9.379	\$8.819		0



WITHDRAWAL CHARGE OPTION--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

MORTALITY & EXPENSE = 2.5

Sub-Accounts	Number of			
	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Units Outstanding at End of Period

PUTNAM VT RESEARCH FUND--CLASS IB				
2003	\$10.807	\$12.965	0	
2004	\$12.965	\$13.570	0	
2005	\$13.570	\$13.868	0	
2006	\$13.868	\$15.023	0	
2007	\$15.023	\$14.698	0	
2008	\$14.698	\$8.789	0	
2009	\$8.789	\$11.391	0	
2010	\$11.391	\$12.900	0	
2011	\$12.900	\$12.335	0	

PUTNAM VT VISTA FUND--CLASS IB				
2003	\$10.764	\$13.427	736	
2004	\$13.427	\$15.497	728	
2005	\$15.497	\$16.913	691	
2006	\$16.913	\$17.357	744	
2007	\$17.357	\$17.531	715	
2008	\$17.531	\$9.289	724	
2009	\$9.289	\$12.541	744	
2010	\$12.541	\$14.216	0	

PUTNAM VT VOYAGER FUND--CLASS IB				
2003	\$10.545	\$12.274	1,630	
2004	\$12.274	\$12.545	1,697	
2005	\$12.545	\$12.904	1,709	
2006	\$12.904	\$13.240	1,830	
2007	\$13.240	\$13.594	1,752	
2008	\$13.594	\$8.329	1,585	
2009	\$8.329	\$13.284	1,301	
2010	\$13.284	\$15.615	1,167	
2011	\$15.615	\$12.483	1,242	

UIF EMERGING MARKETS DEBT PORTFOLIO, CLASS II				
2003	\$12.251	\$13.735	0	
2004	\$13.735	\$14.713	0	
2005	\$14.713	\$16.056	0	
2006	\$16.056	\$17.313	0	
2007	\$17.313	\$17.922	0	
2008	\$17.922	\$14.828	0	
2009	\$14.828	\$18.774	0	
2010	\$18.774	\$20.049	0	
2011	\$20.049	\$20.854	0	

UIF GLOBAL FRANCHISE PORTFOLIO, CLASS II				
2003	\$10.000	\$10.000	0	
2004	\$10.000	\$10.974	0	
2005	\$10.974	\$11.958	0	
2006	\$11.958	\$14.141	0	
2007	\$14.141	\$15.104	0	
2008	\$15.104	\$10.444	0	
2009	\$10.444	\$13.167	0	
2010	\$13.167	\$14.613	0	
2011	\$14.613	\$15.508	0	



WITHDRAWAL CHARGE OPTION--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

MORTALITY & EXPENSE = 2.5

Sub-Accounts	For the Year Ending December 31	Number of Accumulation Units		Units Outstanding at End of Period
		Unit Value at Beginning of Period	Unit Value at End of Period	

UIF GROWTH PORTFOLIO, CLASS I FORMERLY, UIF CAPITAL GROWTH PORTFOLIO, CLASS I				
	2004	\$10.000	\$10.683	1,685
	2005	\$10.683	\$12.029	1,541
	2006	\$12.029	\$12.187	1,643
	2007	\$12.187	\$14.455	1,371
	2008	\$14.455	\$7.147	1,419
	2009	\$7.147	\$11.514	1,257
	2010	\$11.514	\$13.766	1,097
	2011	\$13.766	\$13.022	1,003

UIF GROWTH PORTFOLIO, CLASS II FORMERLY, UIF CAPITAL GROWTH PORTFOLIO, CLASS II				
	2004	\$10.000	\$10.657	0
	2005	\$10.657	\$11.977	0
	2006	\$11.977	\$12.100	0
	2007	\$12.100	\$14.323	0
	2008	\$14.323	\$7.059	0
	2009	\$7.059	\$11.345	0
	2010	\$11.345	\$13.536	0
	2011	\$13.536	\$12.772	0

UIF MID CAP GROWTH PORTFOLIO, CLASS II				
	2006	\$10.000	\$9.759	0
	2007	\$9.759	\$11.642	0
	2008	\$11.642	\$6.025	0
	2009	\$6.025	\$9.226	0
	2010	\$9.226	\$11.875	0
	2011	\$11.875	\$10.727	0

UIF SMALL COMPANY GROWTH PORTFOLIO, CLASS II				
	2003	\$10.000	\$13.492	0
	2004	\$13.492	\$15.617	0
	2005	\$15.617	\$17.156	0
	2006	\$17.156	\$18.672	0
	2007	\$18.672	\$18.705	0
	2008	\$18.705	\$10.841	0
	2009	\$10.841	\$15.470	0
	2010	\$15.470	\$19.053	0
	2011	\$19.053	\$16.925	0

UIF U.S. REAL ESTATE PORTFOLIO, CLASS II				
	2003	\$11.344	\$14.366	0
	2004	\$14.366	\$19.022	510
	2005	\$19.022	\$21.613	510
	2006	\$21.613	\$28.957	510
	2007	\$28.957	\$23.307	510
	2008	\$23.307	\$14.048	510
	2009	\$14.048	\$17.565	510
	2010	\$17.565	\$22.140	487
	2011	\$22.140	\$22.765	0



ALLSTATE ADVISOR VARIABLE ANNUITY: ALLSTATE ADVISOR PREFERRED CONTRACTS WITH NO

WITHDRAWAL CHARGE OPTION--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

MORTALITY & EXPENSE = 2.5

	Number of		
	Accumulation	Accumulation	Units
For the Year	Unit Value	Unit Value	Outstanding
Ending	at Beginning	at End	at End
Sub-Accounts	December 31	of Period	of Period
	of Period	of Period	of Period

VAN KAMPEN LIT MONEY MARKET PORTFOLIO--CLASS II			
2003	\$10.000	\$10.000	0
2004	\$10.000	\$9.784	0
2005	\$9.784	\$9.753	0
2006	\$9.753	\$9.887	0
2007	\$9.887	\$10.049	0
2008	\$10.049	\$9.953	0
2009	\$9.953	\$9.696	0

* The Accumulation Unit Values in this table reflect a mortality and expense risk charge of 2.50% and an administrative expense charge of 0.19%.

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A195-4

[LOGO]

THE ALLSTATE VARIABLE ANNUITIES
(ALLSTATE VARIABLE ANNUITY, ALLSTATE VARIABLE ANNUITY - L SHARE)

ALLSTATE LIFE INSURANCE COMPANY

STREET ADDRESS: 5801 SW 6TH AVE. TOPEKA, KS 66606-0001

MAILING ADDRESS: P.O. BOX 758566, TOPEKA, KS 66675-8566

TELEPHONE NUMBER: 1-800-457-7617

FAX NUMBER: 1-785-228-4584

PROSPECTUS DATED MAY 1, 2012

Allstate Life Insurance Company ("ALLSTATE LIFE") has offered the following individual and group flexible premium deferred variable annuity contracts (each, a "CONTRACT"):

. ALLSTATE VARIABLE ANNUITY

. ALLSTATE VARIABLE ANNUITY - L SHARE

This prospectus contains information about each Contract that you should know before investing. Please keep it for future reference. These Contracts are no longer offered for new sales.

Each Contract currently offers several investment alternatives ("INVESTMENT ALTERNATIVES"). The investment alternatives include up to 3 fixed account options ("FIXED ACCOUNT OPTIONS"), depending on the Contract, and include 60* variable sub-accounts ("VARIABLE SUB-ACCOUNTS") of the Allstate Financial Advisors Separate Account I ("VARIABLE ACCOUNT"). Each Variable Sub-Account invests exclusively in shares of the following funds ("FUNDS"):

MORGAN STANLEY VARIABLE INVESTMENT SERIES (CLASS Y) FIDELITY(R) VARIABLE INSURANCE PRODUCTS (SERVICE CLASS 2)

THE UNIVERSAL INSTITUTIONAL FUNDS, INC. (CLASS II SHARES) FRANKLIN TEMPLETON VARIABLE INSURANCE PRODUCTS TRUST (CLASS 2)

AIM VARIABLE INSURANCE FUNDS (INVESCO VARIABLE INSURANCE FUNDS) (SERIES II) GOLDMAN SACHS VARIABLE INSURANCE TRUST PIMCO VARIABLE INSURANCE TRUST

ALLIANCEBERNSTEIN VARIABLE PRODUCTS SERIES FUND, INC. (CLASS B) PUTNAM VARIABLE TRUST (CLASS IB)

* Certain Variable Sub-Accounts may not be available depending on the date you purchased your Contract. Please see page 45 for information about Variable Sub-Account or Portfolio liquidations, mergers, closures and name changes.

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

WE (Allstate Life) have filed a Statement of Additional Information, dated May 1, 2012, with the Securities and Exchange Commission ("SEC"). It contains more information about each Contract and is incorporated herein by reference, which means that it is legally a part of this prospectus. Its table of contents appears on page 89 of this prospectus. For a free copy, please write or call us at the address or telephone number above, or go to the SEC's Web site (<http://www.sec.gov>). You can find other information and documents about us, including documents that are legally part of this prospectus, at the SEC's Web site.

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

INVESTMENT IN THE CONTRACTS INVOLVES INVESTMENT RISKS, INCLUDING POSSIBLE LOSS OF PRINCIPAL.



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IMPORTANT TERMS

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

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* In certain states a Contract was available only as a group Contract. If you purchased a group Contract, we issued you a certificate that represents your ownership and that summarizes the provisions of the group Contract. References to "Contract" in this prospectus include certificates, unless the context requires otherwise. References to "Contract" also include both Contracts listed on the cover page of this prospectus, unless otherwise noted. However, we administer each Contract separately.

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OVERVIEW OF CONTRACTS

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

. The ALLSTATE VARIABLE ANNUITY CONTRACT has a mortality and expense risk charge of 1.10%, an administrative expense charge of 0.19%*, and a withdrawal charge of up to 7% with a 7-year withdrawal charge period;

. The ALLSTATE VARIABLE ANNUITY - L SHARE CONTRACT has a mortality and expense risk charge of 1.50%, an administrative expense charge of 0.19%*, and a withdrawal charge of up to 7% with a 3-year withdrawal charge period.

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

* The administrative expense charge may be increased, but will never exceed 0.35%. Once your Contract is issued, we will not increase the administrative expense charge for your Contract. The administrative expense charge is 0.19% for Contracts issued before January 1, 2005 and 0.19% for Contracts issued on or after October 17, 2005. The administrative expense charge is 0.30% for Contracts issued on or after January 1, 2005 and prior to October 17, 2005; effective October 17, 2005 and thereafter, the administrative expense charge applied to such Contracts is 0.19%.

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THE CONTRACTS AT A GLANCE

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

FLEXIBLE PAYMENTS We are no longer offering new contracts.

You can add to your Contract as often and as much as you like, but each subsequent payment must be at least \$1,000 (\$50 for automatic payments). We may limit the cumulative amount of purchase payments to a maximum of \$1,000,000 in any Contract.

TRIAL EXAMINATION PERIOD You may cancel your Contract within 20 days of receipt or any longer period as your state may require ("TRIAL EXAMINATION PERIOD"). Upon cancellation, we will return your purchase payments adjusted, to the extent federal or state law permits, to reflect the investment experience of any amounts allocated to the Variable Account, including the deduction of mortality and expense risk charges and administrative expense charges. See "Trial Examination Period" for details.

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

ALLSTATE VARIABLE ANNUITY CONTRACTS

Annual mortality and expense risk charge equal to 1.10% of average daily net assets.

Withdrawal charges ranging from 0% to 7% of purchase payments withdrawn.

ALLSTATE VARIABLE ANNUITY - L SHARE CONTRACTS

Annual mortality and expense risk charge equal to 1.50% of average daily net assets.

Withdrawal charges ranging from 0% to 7% of purchase payments withdrawn.

ALL CONTRACTS

Annual administrative expense charge of 0.19% for Contracts issued before January 1, 2005 and for Contracts issued on or after October 17, 2005 (0.30% for Contracts issued on or after January 1, 2005 and prior to October 17, 2005; effective October 17, 2005 and thereafter, the annual administrative expense charge applied to such Contracts is 0.19%; up to 0.35% for future Contracts).

Annual contract maintenance charge of \$30 (waived in certain cases).

If you select the MAXIMUM ANNIVERSARY VALUE (MAV) DEATH BENEFIT OPTION ("MAV DEATH BENEFIT OPTION") you will pay an additional mortality and expense risk charge of 0.20% (up to 0.30% for Options added in the future).

If you select ENHANCED BENEFICIARY PROTECTION (ANNUAL INCREASE) OPTION, you will pay an additional mortality and expense risk charge of 0.30%.

If you select the EARNINGS PROTECTION DEATH BENEFIT OPTION you will pay an additional mortality and expense risk charge of 0.25% or 0.40% (up to 0.35% or 0.50% for Options added in the future) depending on the age of the oldest Owner and oldest Annuitant on the date we receive the completed application or request to add the benefit, whichever is later ("RIDER APPLICATION DATE").



- If you select the TRUERETURN/SM/ ACCUMULATION BENEFIT OPTION ("TRUERETURN OPTION") you would pay an additional annual fee ("RIDER FEE") of 0.50% (up to 1.25% for Options added in the future) of the BENEFIT BASE in effect on each Contract anniversary ("CONTRACT ANNIVERSARY") during the Rider Period. You may not select the TrueReturn Option together with a Retirement Income Guarantee Option or any Withdrawal Benefit Option.
- We discontinued offering the SUREINCOME WITHDRAWAL BENEFIT OPTION ("SUREINCOME OPTION") as of May 1, 2006, except in a limited number of states. If you elected the SureIncome Option prior to May 1, 2006, you would pay an additional annual fee ("SUREINCOME OPTION FEE") of 0.50% of the BENEFIT BASE on each Contract Anniversary (see the SureIncome Option Fee section). You may not select the SureIncome Option together with a Retirement Income Guarantee Option, a TrueReturn Option or any other Withdrawal Benefit Option.
- If you select the SUREINCOME PLUS WITHDRAWAL BENEFIT OPTION ("SUREINCOME PLUS OPTION") you would pay an additional annual fee ("SUREINCOME PLUS OPTION FEE") of 0.65% (up to 1.25% for Options added in the future) of the BENEFIT BASE on each Contract Anniversary (see the SureIncome Plus Option Fee section). You may not select the SureIncome Plus Option together with a Retirement Income Guarantee Option, a TrueReturn Option or any other Withdrawal Benefit Option.
- If you select the SUREINCOME FOR LIFE WITHDRAWAL BENEFIT OPTION ("SUREINCOME FOR LIFE OPTION") you would pay an additional annual fee ("SUREINCOME FOR LIFE OPTION FEE") of 0.65% (up to 1.25% for Options added in the future) of the BENEFIT BASE on each Contract Anniversary (see the SureIncome For Life Option Fee section). You may not select the SureIncome For Life Option together with a Retirement Income Guarantee Option, a TrueReturn Option or any other Withdrawal Benefit Option.
- We discontinued offering RETIREMENT INCOME GUARANTEE OPTION 1 ("RIG 1") as of January 1, 2004 (up to May 1, 2004 in certain states). If you elected RIG 1 prior to May 1, 2004, you will pay an additional annual fee ("Rider Fee") of 0.40% of the Income Base in effect on a Contract Anniversary.
- We discontinued offering RETIREMENT INCOME GUARANTEE OPTION 2 ("RIG 2") as of January 1, 2004 (up to May 1, 2004 in certain states). If you elected RIG 2 prior to May 1, 2004, you will pay an additional annual Rider Fee of 0.55% of the INCOME BASE in effect on a Contract Anniversary.
- If you select the INCOME PROTECTION BENEFIT OPTION you will pay an additional mortality and expense risk charge of 0.50% (up to 0.75% for Options added in the future) during the Payout Phase of your Contract.
- If you select the SPOUSAL PROTECTION BENEFIT (CO-ANNUITANT) OPTION or SPOUSAL PROTECTION BENEFIT (CO-ANNUITANT) OPTION FOR CUSTODIAL INDIVIDUAL RETIREMENT ACCOUNTS ("CSP") you would pay an additional annual fee ("RIDER FEE") of 0.10%* (up to 0.15% for Options added in the future) of the Contract Value ("CONTRACT VALUE") on each Contract Anniversary. These Options are only available for certain types of IRA Contracts, which are Contracts issued with an Individual Retirement Annuity or Account ("IRA") under Section 408 of the Internal Revenue Code. The CSP is only available for certain Custodial Individual Retirement Accounts established under Section 408 of the Internal

Revenue Code. For Contracts purchased on or after January 1, 2005, we may discontinue offering the Spousal Protection Benefit (Co-Annuitant) Option at any time prior to the time you elect to receive it.

* NO RIDER FEE WAS CHARGED FOR THESE OPTIONS FOR CONTRACT OWNERS WHO ADDED THESE OPTIONS PRIOR TO JANUARY 1, 2005. SEE PAGE 12 FOR DETAILS.

- . Transfer fee equal to 1.00% (subject to increase to up to 2.00%) of the amount transferred after the 12th transfer in any Contract Year ("CONTRACT YEAR"), which we measure from the date we issue your Contract or a Contract Anniversary.
- . State premium tax (if your state imposes one)
- . NOT ALL OPTIONS ARE AVAILABLE IN ALL STATES

WE MAY DISCONTINUE OFFERING ANY OF THESE OPTIONS AT ANY TIME PRIOR TO THE TIME YOU ELECT TO RECEIVE IT.

INVESTMENT ALTERNATIVES Each Contract offers several investment alternatives including:

- . up to 3 Fixed Account Options that credit interest at rates we guarantee, and
 - . 60* Variable Sub-Accounts investing in Portfolios offering professional money management by these investment advisers:
 - . Morgan Stanley Investment Management Inc.
 - . Invesco Advisers, Inc.
 - . AllianceBernstein L.P.
 - . Fidelity Management & Research Company
 - . Franklin Advisers, Inc.
 - . Franklin Mutual Advisers, LLC
 - . Goldman Sachs Asset Management, L.P.
 - . Pacific Investment Management Company LLC
 - . Putnam Investment Management, LLC
 - . Templeton Investment Counsel, LLC
- * Certain Variable Sub-Accounts may not be available depending on the date you purchased your Contract. Please see page 45 for information about Sub-Accounts and/or Portfolio liquidations, mergers, closures and name changes.

NOT ALL FIXED ACCOUNT OPTIONS ARE AVAILABLE IN ALL STATES OR WITH ALL CONTRACTS.

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

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

- . AUTOMATIC PORTFOLIO REBALANCING PROGRAM
 - . AUTOMATIC ADDITIONS PROGRAM
 - . DOLLAR COST AVERAGING PROGRAM
 - . SYSTEMATIC WITHDRAWAL PROGRAM
 - . TRUEBALANCE/SM/ ASSET ALLOCATION PROGRAM
-



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

life income with guaranteed number of payments

joint and survivor life income with guaranteed number of payments

guaranteed number of payments for a specified period

life income with cash refund

joint life income with cash refund

life income with installment refund

joint life income with installment refund

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

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

DEATH BENEFITS If you, the Annuitant, or Co-Annuitant die before the Payout Start Date, we will pay a death benefit subject to the conditions described in the Contract. In addition to the death benefit included in your Contract ("RETURN OF PREMIUM DEATH BENEFIT" or "ROP DEATH BENEFIT"), the death benefit options we currently offer include:

MAV DEATH BENEFIT OPTION;

ENHANCED BENEFICIARY PROTECTION (ANNUAL INCREASE) OPTION; AND

EARNINGS PROTECTION DEATH BENEFIT OPTION

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

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

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

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

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

HOW THE CONTRACTS WORK

Each Contract basically works in two ways.

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

Second, each Contract can help you plan for retirement because you can use it to receive retirement income for life and/or for a pre-set number of years, by selecting one of the income payment options (we call these "INCOME PLANS") described on page 61. You receive income payments during what we call the "PAYOUT PHASE" of the Contract, which begins on the Payout Start Date and continues until we make the last payment required by the Income Plan you select. During the Payout Phase, if you select a fixed income payment option, we guarantee the amount of your payments, which will remain fixed. If you select a variable income payment option, based on one or more of the Variable Sub-Accounts, the amount of your payments will vary up or down depending on the performance of the corresponding Portfolios. The amount of money you accumulate under your Contract during the Accumulation Phase and apply to an Income Plan will determine the amount of your income payments during the Payout Phase.

The timeline below illustrates how you might use your Contract.

[FLOW CHART]

Other income payment options are also available. See "INCOME PAYMENTS."

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

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

10 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 PROSPECTUSES FOR THE FUNDS.

CONTRACT OWNER TRANSACTION EXPENSES

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

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

Contract:	0	1	2	3	4	5	6	7	8+
Allstate Variable Annuity	7%	7%	6%	5%	4%	3%	2%	0%	0%
Allstate Variable Annuity - L Share	7%	6%	5%	0%					

All Contracts:

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

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

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

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

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

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

Basic Contract (without any optional benefit)	Mortality and Expense Risk Charge	Administrative Expense Charge*	Total Variable Account Annual Expense
Allstate Variable Annuity	1.10%	0.19%	1.29%
Allstate Variable Annuity - L Share	1.50%	0.19%	1.69%

* We reserve the right to raise the administrative expense charge to 0.35%. However, we will not increase the charge once we issue your Contract. The administrative expense charge is 0.19% for Contracts issued before January 1, 2005 and for Contracts issued on or after October 17, 2005. The administrative expense charge is 0.30% for Contracts issued on or after January 1, 2005 and prior to October 17, 2005; effective October 17, 2005 and thereafter, the administrative expense charge applied to such Contracts is 0.19%.

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

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

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

Contract with the MAV Death Benefit Option, Enhanced Beneficiary Protection (Annual Increase) Option, Earnings Protection Death Benefit Option (issue age 71-79)	Mortality and Expense Risk Charge*	Administrative Expense Charge*	Total Variable Account Annual Expense
Allstate Variable Annuity	2.00%	0.19%	2.19%

Allstate Variable Annuity - L Share

2.40%

0.19%

2.59%

* As described above, the administrative expense charge and the mortality and expense charge for certain Options may be higher for future Contracts. However, we will not increase the administrative expense charge once we issue your Contract, and we will not increase the charge for an Option once we add the Option to your Contract. The administrative expense charge is 0.19% for Contracts issued before January 1, 2005 and for Contracts issued on or after October 17, 2005. The administrative expense charge is 0.30% for Contracts issued on or after January 1, 2005 and prior to October 17, 2005; effective October 17, 2005 and thereafter, the administrative expense charge applied to such Contracts is 0.19%.

11 PROSPECTUS

TRUERETURN/SM/ ACCUMULATION BENEFIT OPTION FEE*

(ANNUAL RATE AS A PERCENTAGE OF BENEFIT BASE ON A CONTRACT ANNIVERSARY)

TrueReturn/SM/ Accumulation Benefit Option	0.50%*

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

SUREINCOME WITHDRAWAL BENEFIT OPTION FEE*

(ANNUAL RATE AS A PERCENTAGE OF BENEFIT BASE ON A CONTRACT ANNIVERSARY)

SureIncome Withdrawal Benefit Option	0.50%**

* Effective May 1, 2006, we ceased offering the SureIncome Option except in a limited number of states.

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

SUREINCOME PLUS WITHDRAWAL BENEFIT OPTION FEE

(ANNUAL RATE AS A PERCENTAGE OF BENEFIT BASE ON A CONTRACT ANNIVERSARY)

SureIncome Plus Withdrawal Benefit Option	0.65%*

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

SUREINCOME FOR LIFE WITHDRAWAL BENEFIT OPTION FEE

(ANNUAL RATE AS A PERCENTAGE OF BENEFIT BASE ON A CONTRACT ANNIVERSARY)

SureIncome For Life Withdrawal Benefit Option	0.65%*

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

RETIREMENT INCOME GUARANTEE OPTION FEE*

(ANNUAL RATE AS A PERCENTAGE OF INCOME BASE ON A CONTRACT ANNIVERSARY)

RIG 1	0.40%

RIG 2	0.55%

* We discontinued offering the Retirement Income Guarantee Options as of January 1, 2004 (up to May 1, 2004 in certain states). Fees shown apply to Contract Owners who selected an Option prior to January 1, 2004 (up to May 1, 2004 in certain states).

SPOUSAL PROTECTION BENEFIT (CO-ANNUITANT) OPTION FEE

(AS A PERCENTAGE OF CONTRACT VALUE ON EACH CONTRACT ANNIVERSARY)

Spousal Protection Benefit (Co-Annuitant) Option	0.10%*

* Applies to Contract Owners who select the option on or after January 1, 2005. Up to 0.15% for options added in the future.

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

(AS A PERCENTAGE OF CONTRACT VALUE ON EACH CONTRACT ANNIVERSARY)

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

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

12 PROSPECTUS

INCOME PROTECTION BENEFIT OPTION

(AS A PERCENTAGE OF THE AVERAGE DAILY NET VARIABLE ACCOUNT ASSETS SUPPORTING

THE VARIABLE INCOME PAYMENTS TO WHICH THE OPTION APPLIES)

Income Protection Benefit Option 0.50%*

* The charge for the Income Protection Benefit Option applies during the Payout Phase. We reserve the right to raise the charge to up to 0.75% for Options added in the future. See "Income Payments - Income Protection Benefit Option," below, for details.

PORTFOLIO ANNUAL EXPENSES - MINIMUM AND MAXIMUM

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

ANNUAL PORTFOLIO EXPENSES

Minimum Maximum

Total Annual Portfolio Operating Expenses/(1) (expenses that are deducted from Portfolio assets, which may include management fees, distribution and/or services (12b-1) fees, and other expenses) 0.51% 1.95%

(1)Expenses are shown as a percentage of Portfolio average daily net assets (before any waiver or reimbursement) as of December 31, 2011 (except as otherwise noted).

EXAMPLE 1

This Example is intended to help you compare the cost of investing in the Contracts with the cost of investing in other variable annuity contracts. These costs include Contract owner transaction expenses, Contract fees, Variable Account annual expenses (with a 0.19% annual administrative charge), and Portfolio fees and expenses.

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

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

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

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

Allstate Variable Annuity Allstate Variable Annuity - L Share
1 Year 3 Years 5 Years 10 Years 1 Year 3 Years 5 Years 10 Years

Costs Based on Maximum Annual
Portfolio Expenses \$1,166 \$2,231 \$3,223 \$5,836 \$1,204 \$2,253 \$3,050 \$6,116

Costs Based on Minimum Annual
Portfolio Expenses \$1,028 \$1,833 \$2,588 \$4,717 \$1,067 \$1,861 \$2,430 \$5,047

EXAMPLE 2

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

Allstate Variable Annuity Allstate Variable Annuity - L Share
1 Year 3 Years 5 Years 10 Years 1 Year 3 Years 5 Years 10 Years

Costs Based on Maximum Annual

Portfolio Expenses \$571 \$1,721 \$2,883 \$5,836 \$609 \$1,828 \$3,050 \$6,116

Costs Based on Minimum Annual

Portfolio Expenses \$433 \$1,323 \$2,248 \$4,717 \$472 \$1,436 \$2,430 \$5,047

PLEASE REMEMBER THAT YOU ARE LOOKING AT EXAMPLES AND NOT A REPRESENTATION OF PAST OR FUTURE EXPENSES. YOUR RATE OF RETURN MAY BE HIGHER OR LOWER THAN 5%, WHICH IS NOT GUARANTEED. THE EXAMPLES DO NOT ASSUME THAT ANY PORTFOLIO EXPENSE WAIVERS OR REIMBURSEMENT ARRANGEMENTS ARE IN EFFECT FOR THE PERIODS PRESENTED. THE EXAMPLES REFLECT THE FREE WITHDRAWAL AMOUNTS, IF APPLICABLE, AND THE DEDUCTION OF THE ANNUAL CONTRACT MAINTENANCE CHARGE OF \$30 EACH YEAR. THE ABOVE EXAMPLES ASSUME YOU HAVE SELECTED THE MAV DEATH BENEFIT OPTION AND THE ENHANCED BENEFICIARY PROTECTION (ANNUAL INCREASE) OPTION, THE EARNINGS PROTECTION DEATH BENEFIT OPTION (ASSUMING THE OLDEST CONTRACT OWNER OR ANNUITANT IS AGE 71 OR OLDER, AND ALL ARE AGE 79 OR YOUNGER ON THE RIDER APPLICATION DATE), THE SPOUSAL PROTECTION BENEFIT (CO-ANNUITANT) OPTION AND THE SUREINCOME PLUS WITHDRAWAL BENEFIT OPTION. IF ANY OR ALL OF THESE FEATURES WERE NOT ELECTED, THE EXPENSE FIGURES SHOWN ABOVE WOULD BE SLIGHTLY LOWER.

FINANCIAL INFORMATION

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

Accumulation Unit Values for the lowest and highest available combinations of Contract charges that affect Accumulation Unit Values for each Contract are shown in Appendix K to this prospectus. The Statement of Additional Information contains the Accumulation Unit Values for all other available combinations of Contract charges that affect Accumulation Unit Values for each Contract. The consolidated financial statements of Allstate Life and the financial statements of the Variable Account, which are comprised of the underlying financial statements of the Sub-Accounts, appear in the Statement of Additional Information.

No Accumulation Unit Values are shown for Contracts with administrative expense charges of 0.30% which applies to Contracts purchased on or after January 1, 2005, and prior to October 17, 2005; effective October 17, 2005, and thereafter, the administrative expense charge applied to such Contracts is 0.19%.

THE CONTRACTS

CONTRACT OWNER

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

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

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

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

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

If you select the Enhanced Beneficiary Protection (MAV) Option, the Enhanced Beneficiary Protection (Annual Increase) Option, or the Earnings Protection Death Benefit Option, the maximum age of any Contract Owner on the Rider Application Date is currently age 79. If you select the Spousal Protection Benefit (Co-Annuitant) Option or the Spousal Protection Benefit (Co-Annuitant) Option for Custodial Individual Retirement Accounts (CSP), the maximum age of any Contract Owner or beneficial owner for CSP on the Rider Application Date is currently age 90. If you select the SureIncome Plus Withdrawal Benefit Option, the maximum age of any Contract Owner on the Rider Application Date is age 80. If you select the SureIncome For Life Withdrawal Benefit Option, the minimum and maximum ages of the oldest Contract Owner (oldest annuitant if Contract Owner is a non-living person) on the Rider Application Date are ages 50 and 79, respectively.

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

Except for certain retirement plans, you may change the Contract Owner at any time by written notice in a form satisfactory to us. Until we receive your written notice to change the Contract Owner, we are entitled to rely on



the most recent information in our files. We will provide a change of ownership form to be signed by you and filed with us. Once we accept the change, the change will take effect as of the date you signed the request. We will not be liable for any payment or settlement made prior to accepting the change. Accordingly, if you wish to change the Contract Owner, you should deliver your written notice to us promptly. Each change is subject to any payment we make or other action we take before we accept it. Changing ownership of this Contract may cause adverse tax consequences and may not be allowed under Qualified Contract. Please consult with a competent tax advisor prior to making a request for a change of Contract Owner.

ANNUITANT

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

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

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

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

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

If you select the SureIncome Plus Withdrawal Benefit Option, the maximum age of any Annuitant on the Rider Application Date is age 80. If you select the SureIncome For Life Withdrawal Benefit Option, the minimum and maximum ages of the oldest annuitant, if the Contract Owner is a non-living person, on the Rider Application Date are ages 50 and 79, respectively.

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

CO-ANNUITANT

SPOUSAL PROTECTION BENEFIT (CO-ANNUITANT) OPTION

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

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

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

SPOUSAL PROTECTION BENEFIT (CO-ANNUITANT) OPTION FOR CUSTODIAL INDIVIDUAL RETIREMENT ACCOUNTS.

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

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



Under the Spousal Protection Benefit (Co-Annuitant) Option for Custodial Individual Retirement Accounts, the Co-Annuitant will be considered to be an Annuitant during the Accumulation Phase, except the Co-Annuitant will not be considered to be an Annuitant for purposes of determining the Payout Start Date or upon the death of the Co-Annuitant. The Co-Annuitant is not considered the beneficial owner of the Custodial Traditional IRA, Custodial Roth IRA, or the Custodial Simplified Employee Pension IRA. See "Spousal Protection Benefit (Co-Annuitant) Option for Custodial Individual Retirement Accounts and Death of Co-Annuitant" for more information.

BENEFICIARY

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

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

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

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

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

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

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

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

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

MODIFICATION OF THE CONTRACT

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

ASSIGNMENT

You may not assign an interest in this Contract as collateral or security for a loan. However, you may assign periodic income payments under this Contract prior to the Payout Start Date. No Beneficiary may assign benefits under the Contract until they are due. We will not be bound by any assignment until the assignor signs it and files it with us. We are not responsible for the validity of any assignment. Federal law prohibits or restricts the assignment of benefits under many types of retirement plans and the terms of such plans may themselves contain restrictions on assignments. An assignment may also result in taxes or tax penalties. **YOU SHOULD CONSULT WITH AN ATTORNEY BEFORE TRYING TO ASSIGN PERIODIC INCOME PAYMENTS UNDER YOUR CONTRACT.**

PURCHASES

MINIMUM PURCHASE PAYMENTS

You may make purchase payments at any time prior to the Payout Start Date. All subsequent purchase payments under a Contract must be \$1,000 or more (\$50 for automatic payments). Additional payments may be limited in some states. Please consult with your Morgan Stanley Financial Advisor for details. The total amount of purchase payments we will accept for each Contract without our prior approval is \$1,000,000. We reserve the right to accept lesser subsequent purchase payment amounts. We reserve the right to limit the availability of the investment alternatives for additional investments. We may apply certain limitations, restrictions, and/or underwriting standards as a condition of acceptance of purchase payments.

AUTOMATIC ADDITIONS PROGRAM

You may make subsequent purchase payments of \$50 or more per month by automatically transferring money from your bank account. Please consult with your Morgan Stanley Financial Advisor for detailed information. The AUTOMATIC ADDITIONS PROGRAM is not available for making purchase payments into the Dollar Cost Averaging Fixed Account Option.

ALLOCATION OF PURCHASE PAYMENTS

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

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

We will credit subsequent purchase payments to the Contract at the close of the business day on which we receive the purchase payment at our home office.

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

There may be circumstances where the New York Stock Exchange is open, however, due to inclement weather, natural disaster or other circumstances beyond our control, our offices may be closed or our business processing capabilities may be restricted. Under those circumstances, your Contract Value may fluctuate based on changes in the Accumulation Unit Values, but you may not be able to transfer Contract Value, or make a purchase or redemption request.

With respect to any purchase payment that is pending investment in our Variable Account, we may hold the amount temporarily in a suspense account and may earn interest on amounts held in that suspense account. You will not be credited with any interest on amounts held in that suspense account.

TRIAL EXAMINATION PERIOD

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

Section 408(b), we will refund the greater of any purchase payments or the Contract Value.

We reserve the right to allocate your purchase payments to the Morgan Stanley VIS Money Market - Class Y Sub-Account during the Trial Examination Period.

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

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

CONTRACT VALUE

On the Issue Date, the Contract Value is equal to your initial purchase payment.

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

ACCUMULATION UNITS

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

ACCUMULATION UNIT VALUE

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

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

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

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

YOU SHOULD REFER TO THE PROSPECTUSES FOR THE FUNDS FOR A DESCRIPTION OF HOW THE ASSETS OF EACH PORTFOLIO ARE VALUED, SINCE THAT DETERMINATION DIRECTLY BEARS ON THE ACCUMULATION UNIT VALUE OF THE CORRESPONDING VARIABLE SUB-ACCOUNT AND, THEREFORE, YOUR CONTRACT VALUE.

TRUERETURN/SM/ ACCUMULATION BENEFIT OPTION

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

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

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

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

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

ACCUMULATION BENEFIT.

On the Rider Maturity Date, if the Accumulation Benefit is greater than the Contract Value, then the Contract Value will be increased to equal the Accumulation

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

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

AB FACTORS		
RIDER PERIOD (NUMBER OF YEARS)	GUARANTEE OPTION 1	GUARANTEE OPTION 2
8	100.0%	NA
9	112.5%	NA
10	125.0%	100.0%
11	137.5%	110.0%
12	150.0%	120.0%
13	162.5%	130.0%
14	175.0%	140.0%
15	187.5%	150.0%
16	200.0%	160.0%
17	212.5%	170.0%
18	225.0%	180.0%
19	237.5%	190.0%
20	250.0%	200.0%

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

Example 1: Guarantee Option 1

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

On the Rider Maturity Date (1/2/19):

$$\text{Accumulation Benefit} = \frac{\text{Benefit Base on Rider Maturity Date} \times \text{AB Factor}}{\text{Factor}}$$

$$=\$50,000 \times 187.5\% = \$93,750$$

Example 2: Guarantee Option 2

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

On the Rider Maturity Date (1/2/19):

$$\text{Accumulation Benefit} = \frac{\text{Benefit Base on Rider Maturity Date} \times \text{AB Factor}}{\text{Date X AB Factor}}$$

$$=\$50,000 \times 150.0\% = \$75,000$$

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

BENEFIT BASE.

The Benefit Base is used solely for purposes of determining the Rider Fee and the Accumulation Benefit. The Benefit Base is not available as a Contract Value, Settlement Value, or Death Proceeds. On the Rider Date, the "Benefit Base" is equal to the Contract Value. After the Rider Date, the Benefit Base will be recalculated for purchase payments and withdrawals as follows:

. The Benefit Base will be increased by purchase payments made prior to or on the first Contract Anniversary following the Rider Date. Subject to the terms and conditions of your Contract, you may add purchase payments after this date, but they will not be included in the calculation of the Benefit Base.

THEREFORE, IF YOU PLAN TO MAKE PURCHASE PAYMENTS AFTER THE FIRST CONTRACT ANNIVERSARY FOLLOWING THE RIDER DATE, YOU SHOULD CONSIDER CAREFULLY WHETHER THIS OPTION IS APPROPRIATE FOR YOUR NEEDS.

. The Benefit Base will be decreased by a Withdrawal Adjustment for each withdrawal you make. The Withdrawal Adjustment is equal to (a) divided by

(b), with the result multiplied by (c), where:

(a) = the withdrawal amount;

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

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

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

The Benefit Base will never be less than zero.

INVESTMENT REQUIREMENTS.

If you add the TrueReturn Option to your Contract, you must adhere to certain requirements related to the investment alternatives in which you may invest during the Rider Period. The specific requirements will depend on the model portfolio option ("Model Portfolio Option") you have selected and the effective date of your TrueReturn Option. These requirements are described below in more detail. These requirements may include, but are not limited to, maximum investment limits on certain Variable Sub-Accounts or on certain Fixed Account Options, exclusion of certain Variable Sub-Accounts or of certain Fixed Account Options, required minimum allocations to certain Variable Sub-Accounts, and restrictions on transfers to or from certain investment alternatives. We may also require that you use the Automatic Portfolio Rebalancing Program. We may change the specific requirements that are applicable to a Guarantee Option or a Model Portfolio Option available under a Guarantee Option at any time in our sole discretion. Any changes we make will not apply to a TrueReturn Option that was made a part of your Contract prior to the implementation date of the change, except for changes made due to a change in investment alternatives available under the Contract. Any changes we make will apply to a new TrueReturn Option elected subsequent to the change pursuant to the Rider Trade-In Option.

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

(1) to a Model Portfolio Option available with the Guarantee Option you selected, as defined below; or

(2) to the DCA Fixed Account Option and then transfer all purchase payments and interest according to a Model Portfolio Option available with the Guarantee Option you selected; or

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

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

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

change, we may revise the Model Portfolio Options. The following table summarizes the Model Portfolio Options currently available for use with each Guarantee Option under the TrueReturn Option:

GUARANTEE OPTION 1 GUARANTEE OPTION 2

*Model Portfolio Option 1	*Model Portfolio Option 2
*TrueBalance	*TrueBalance
Conservative Model	Conservative Model
Portfolio Option	Portfolio Option

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

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

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

MODEL PORTFOLIO OPTION 1.

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

Effective October 1, 2004, certain Variable Sub-Accounts under Model Portfolio 1 were reclassified into different asset categories. These changes apply to TrueReturn Options effective prior to and on or after October 1, 2004.

The following table describes the percentage allocation requirements for Model Portfolio Option 1 and Variable Sub-Accounts available under each category (1,3,4,5):

MODEL PORTFOLIO OPTION 1

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

CATEGORY A

Morgan Stanley VIS Money Market - Class Y Sub-Account Fidelity VIP Money Market - Service Class 2 Sub-Account

CATEGORY B

Invesco V. I. High Yield Securities - Series II Sub-Account/(1)/ Morgan Stanley VIS Income Plus - Class Y Sub-Account Morgan Stanley VIS Limited Duration - Class Y Sub-Account/(3)/ Fidelity VIP High Income - Service Class 2 Sub-Account FTVIP Franklin High Income Securities - Class 2 Sub-Account/(1)/ PIMCO VIT CommodityRealReturn(TM) Strategy - Advisor Shares Sub-Account PIMCO VIT Emerging Markets Bond - Advisor Shares Sub-Account PIMCO VIT Real Return - Advisor Shares Sub-Account PIMCO VIT Total Return - Advisor Shares Sub-Account UIF Emerging Markets Debt, Class II Sub-Account/(1)/ UIF U.S. Real Estate, Class II Sub-Account

CATEGORY C

Morgan Stanley VIS Multi Cap Growth - Class Y Sub-Account Invesco V. I. Diversified Dividend - Series II Sub-Account/(5)/ Invesco Van Kampen V. I. Global Value Equity - Series II Sub-Account Invesco Van Kampen V. I. Equity and Income - Series II Sub-Account/(1)/ Morgan Stanley VIS Strategist - Class Y Sub-Account Invesco V. I. S&P 500 Index - Series II Sub-Account Morgan Stanley VIS Global Infrastructure - Class Y Sub-Account/(1)/ AllianceBernstein VPS Growth - Class B Sub-Account AllianceBernstein VPS Growth and Income - Class B Sub-Account/(1)/ AllianceBernstein VPS International Value - Class B Sub-Account AllianceBernstein VPS Small/Mid Cap Value - Class B Sub-Account AllianceBernstein VPS Value - Class B Sub-Account Invesco Van Kampen V.I. Value Opportunities - Series II Sub-Account/(1)(5)/ Invesco V.I. Core Equity - Series II Sub-Account/(4)/ Invesco V.I. Mid Cap Core Equity - Series II Sub-Account/(1)/ Fidelity VIP Contrafund(R) - Service Class 2 Sub-Account

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Fidelity VIP Growth & Income - Service Class 2 Sub-Account

Fidelity VIP Mid Cap - Service Class 2 Sub-Account FTVIP Franklin Flex Cap Growth Securities - Class 2 Sub-Account FTVIP Franklin Income Securities - Class 2 Sub-Account FTVIP Mutual Global Discovery Securities - Class 2 Sub-Account FTVIP Mutual Shares Securities - Class 2 Sub-Account TVIP Templeton Foreign Securities - Class 2 Sub-Account Goldman Sachs VIT Structured Small Cap Equity Sub-Account Goldman Sachs VIT Structured U.S. Equity Sub-Account Goldman Sachs VIT Large Cap Value Sub-Account Goldman Sachs VIT Mid Cap Value Sub-Account/(3)/ Putnam VT Equity Income - Class IB Sub-Account Putnam VT Growth and Income - Class IB Sub-Account/(1)/ Putnam VT International Equity - Class IB Sub-Account Putnam VT Investors - Class IB Sub-Account/(2)/ Putnam VT George Putnam Balanced Fund - Class IB Sub - Account Putnam VT Voyager - Class IB Sub-Account UIF Emerging Markets Equity, Class II Sub-Account Invesco Van Kampen V.I. Equity and Income - Series II Sub-Account UIF Global Franchise, Class II Sub-Account UIF Mid Cap Growth, Class II Sub-Account Invesco Van Kampen V.I. American Value - Series II Sub-Account/(5)/ Invesco Van Kampen V.I. International Growth Equity - Series II Sub-Account Invesco Van Kampen V.I. American Franchise - Series II Sub-Account/(5)/ Invesco Van Kampen V.I. Comstock - Series II Sub-Account Invesco Van Kampen V.I. Growth and Income - Series II Sub-Account

CATEGORY D (VARIABLE SUB-ACCOUNTS NOT AVAILABLE UNDER MODEL PORTFOLIO OPTION 1)

Morgan Stanley VIS Aggressive Equity - Class Y Sub-Account Morgan Stanley VIS European Equity - Class Y Sub-Account/(3)/ AllianceBernstein VPS Large Cap Growth - Class B Sub-Account/(1)/ UIF Growth, Class II Sub-Account

UIF Small Company Growth, Class II Sub-Account Invesco Van Kampen V.I. Mid Cap Growth - Series II Sub-Account Invesco Van Kampen V.I. American Franchise - Series II Sub-Account/(5)/

EACH CALENDAR QUARTER, WE WILL USE THE AUTOMATIC PORTFOLIO REBALANCING PROGRAM TO AUTOMATICALLY REBALANCE YOUR CONTRACT VALUE IN EACH VARIABLE SUB-ACCOUNT AND RETURN IT TO THE PERCENTAGE ALLOCATION REQUIREMENTS FOR MODEL PORTFOLIO OPTION

1. WE WILL USE THE PERCENTAGE ALLOCATIONS AS OF YOUR MOST RECENT INSTRUCTIONS.

1)Effective May 1, 2005, the following Variable Sub-Accounts closed to new investments: the Invesco Van Kampen V.I. Value Opportunities - Series II Sub-Account, the Invesco V.I. Mid Cap Core Equity - Series II Sub-Account, the AllianceBernstein VPS Growth and Income - Class B Sub-Account, the AllianceBernstein VPS Large Cap Growth - Class B Sub-Account, the FTVIP Franklin High Income Securities - Class 2 Sub-Account, the Invesco V. I. High Yield Securities - Series II Sub-Account, the Morgan Stanley VIS Income Builder - Class Y Sub-Account, the Invesco Van Kampen V.I. Equity and Income - Series II Sub-Account, the Putnam VT Growth and Income - Class IB Sub-Account and the Van Kampen UIF Emerging Markets Debt, Class II Sub-Account.*

2)Effective May 1, 2004, the Putnam VT Investors - Class IB Sub-Account closed to new investments.*

3)Effective May 1, 2006, the following Variable Sub-Accounts closed to new investments: the Goldman Sachs VIT Mid Cap Value Sub-Account, the Morgan Stanley VIS European Equity - Class Y Sub-Account and the Morgan Stanley VIS Limited Duration - Class Y Sub-Account.*

4)Effective May 1, 2006, the Invesco V.I. Core Equity - Series II Sub-Account is no longer available for new investments. If you are currently invested in the Invesco V.I. Core Equity - Series II Sub-Account you may continue your investment. If, prior to May 1, 2005, you enrolled in one of our automatic transaction programs, through the Invesco V.I. Premier Equity - Series II Sub-Account (the predecessor of the Invesco V.I. Core Equity - Series II Sub-Account), such as automatic additions, portfolio rebalancing, or dollar cost averaging, we will continue to effect automatic transactions into the Invesco V.I. Core Equity - Series II Sub-Account in accordance with that program. Outside of these automatic transaction programs, additional allocations will not be allowed.*

5)Effective on or after April 30, 2012, the following Portfolios changed their names:

PREVIOUS NAME	NEW NAME
Invesco V.I. Basic Value - Series II	Invesco Van Kampen V.I. Value Opportunities - Series II
Invesco V.I. Dividend Growth - Series II	Invesco V.I. Diversified Dividend - Series II
Invesco Van Kampen V.I. Capital Growth - Series II	Invesco Van Kampen V.I. American Franchise - Series II
Invesco Van Kampen V.I. Mid Cap Value - Series II	Invesco Van Kampen V.I. American Value - Series II

Effective as of August 19, 2011, the Invesco Van Kampen V.I. Value Opportunities - Series II Sub-Account (formerly, the Invesco V.I. Basic Value

- Series II Sub-Account), was closed to all Contract Owners except those who have contract value invested in the Variable Sub-Account as of the closure date. Contract owners who have contract value invested in the Variable Sub-Account as of the closure date may continue to submit additional investments into the Variable Sub-Account thereafter, although they will not be permitted to invest in the Variable Sub-Account if they withdraw or otherwise transfer their entire contract value from the Variable Sub-Account following the closure date. Contract Owners who do not have contract value invested in the Variable Sub-Account as of the closure date will not be permitted to invest in the Variable Sub-Account thereafter.

Effective as of April 30, 2012, the Invesco Van Kampen V.I. American Franchise Fund - Series II (formerly, the Invesco Van Kampen V.I. Capital Growth Fund - Series II) acquired the Invesco V.I. Capital Appreciation Fund

- Series II.

* AS NOTED ABOVE, CERTAIN VARIABLE SUB-ACCOUNTS ARE CLOSED TO NEW INVESTMENTS. IF YOU INVESTED IN THESE VARIABLE SUB-ACCOUNTS PRIOR TO THE EFFECTIVE CLOSE DATE, YOU MAY CONTINUE YOUR INVESTMENTS. IF PRIOR TO THE EFFECTIVE CLOSE DATE, YOU ENROLLED IN ONE OF OUR AUTOMATIC TRANSACTION PROGRAMS, SUCH AS AUTOMATIC ADDITIONS, PORTFOLIO REBALANCING OR DOLLAR COST AVERAGING, WE WILL CONTINUE TO EFFECT AUTOMATIC TRANSACTIONS TO THESE VARIABLE SUB-ACCOUNTS IN ACCORDANCE WITH THAT PROGRAM. OUTSIDE OF THESE AUTOMATIC TRANSACTION PROGRAMS, ADDITIONAL ALLOCATIONS WILL NOT BE ALLOWED. IF YOU CHOOSE TO ADD THIS TRUERETURN OPTION ON OR AFTER THE EFFECTIVE CLOSE DATE, YOU MUST TRANSFER ANY PORTION OF YOUR CONTRACT VALUE THAT IS ALLOCATED TO THESE VARIABLE SUB-ACCOUNTS TO ANY OF THE REMAINING VARIABLE SUB-ACCOUNTS AVAILABLE WITH THIS TRUERETURN OPTION PRIOR TO ADDING IT TO YOUR CONTRACT.

MODEL PORTFOLIO OPTION 2

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

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

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

The following table describes the percentage allocation requirements for Model Portfolio Option 2 (Rider Date prior to October 1, 2004) and the Variable Sub-Accounts available under each category (1, 3, 4, 5):

MODEL PORTFOLIO OPTION 2 (RIDER DATE PRIOR TO OCTOBER 1, 2004)

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

CATEGORY A

Morgan Stanley VIS Money Market - Class Y Sub-Account Fidelity VIP Money Market - Service Class 2 Sub-Account

CATEGORY B

Invesco V. I. High Yield - Series II Sub-Account/(1)/ Morgan Stanley VIS Income Plus - Class Y Sub-Account Morgan Stanley VIS Limited Duration - Class Y Sub-Account/(3)/ Fidelity VIP High Income - Service Class 2 Sub-Account FTVIP Franklin High Income Securities - Class 2 Sub-Account/(1)/ PIMCO VIT CommodityRealReturn(TM) Strategy - Advisor Shares Sub-Account PIMCO VIT Emerging Markets Bond - Advisor Shares Sub-Account PIMCO VIT Real Return - Advisor Shares Sub-Account PIMCO VIT Total Return - Advisor Shares Sub-Account UIF U.S. Real Estate, Class II Sub-Account UIF Emerging Markets Debt, Class II Sub-Account/(1)/

CATEGORY C

Morgan Stanley VIS Multi-Cap Growth - Class Y Sub-Account Invesco V. I. Diversified Dividend - Series II Sub-Account/(5)/ Invesco Van Kampen V. I. Equity and Income - Series II Sub-Account/(1)/ Invesco V.I. S&P 500 Index - Series II Sub-Account Morgan Stanley VIS Strategist - Class Y Sub-Account Morgan Stanley VIS Global Infrastructure - Class Y Sub-Account/(1)/ Invesco Van Kampen V.I. Value Opportunities - Series II Sub-Account/(1)(5)/ Invesco V.I. Core Equity - Series II Sub-Account/(4)/ AllianceBernstein VPS Growth and Income - Class B Sub-Account/(1)/ AllianceBernstein VPS International Value - Class B Sub-Account AllianceBernstein VPS Value - Class B Sub-Account Fidelity VIP Contrafund(R) - Service Class 2 Sub-Account Fidelity VIP Growth & Income - Service Class 2 Sub-Account Fidelity VIP Mid Cap - Service Class 2 Sub-Account FTVIP Franklin Flex Cap Growth Securities - Class 2 Sub-Account FTVIP Franklin Income Securities - Class 2 Sub-Account FTVIP Mutual Global Discovery Securities - Class 2 Sub-Account FTVIP Mutual Shares Securities - Class 2 Sub-Account Goldman Sachs VIT Structured Small Cap Equity Sub-Account Goldman Sachs VIT Structured U.S. Equity Sub-Account Goldman Sachs VIT Large Cap Value Sub-Account Goldman Sachs VIT Mid Cap Value Sub-Account/(3)/ Putnam VT Equity Income - Class IB Sub-Account Putnam VT Growth and Income - Class IB Sub-Account/(1)/ Putnam VT George Putnam Balanced Fund - Class IB Sub-Account Invesco Van Kampen V.I. Equity and Income, Series II Sub-Account Invesco Van Kampen V.I. American Value, Series II Sub-Account Invesco Van Kampen V.I. International Growth Equity, Series II Sub-Account Invesco Van Kampen V.I. Comstock, Series II Sub-Account Invesco Van Kampen V.I. Growth and Income, Series II Sub-Account

CATEGORY D

Morgan Stanley VIS Aggressive Equity - Class Y Sub-Account Morgan Stanley VIS European Equity - Class Y Sub-Account/(3)/ Invesco V.I. Global Core Equity - Series II Sub-Account/(5)/ Invesco V.I. Mid Cap Core Equity - Series II Sub-Account/(1)/ AllianceBernstein VPS Growth - Class B Sub-Account AllianceBernstein VPS Large Cap Growth - Class B Sub-Account/(1)/ AllianceBernstein VPS Small/Mid Cap Value - Class B Sub-Account FTVIP Templeton Foreign Securities - Class 2 Sub-Account Putnam VT International Equity - Class IB Sub-Account Putnam VT Investors - Class IB Sub-Account/(2)/ Putnam VT Voyager - Class IB Sub-Account UIF Emerging Markets Equity, Class II Sub-Account UIF Growth, Class II Sub-Account

UIF Global Franchise, Class II Sub-Account UIF Mid Cap Growth, Class II Sub-Account UIF Small Company Growth, Class II Sub-Account Invesco Van Kampen V.I. American Franchise, Series II Sub-Account/(5)/ Invesco Van Kampen V.I. Mid Cap Growth, Series II Sub-Account

EACH CALENDAR QUARTER, WE WILL USE THE AUTOMATIC PORTFOLIO REBALANCING PROGRAM TO AUTOMATICALLY REBALANCE YOUR CONTRACT VALUE IN EACH VARIABLE SUB-ACCOUNT AND RETURN IT TO THE PERCENTAGE ALLOCATION REQUIREMENTS FOR MODEL PORTFOLIO OPTION

2 (RIDER DATE OCTOBER 1, 2004). WE WILL USE THE PERCENTAGE ALLOCATIONS AS OF YOUR MOST RECENT INSTRUCTIONS.

1)Effective May 1, 2005, the following Variable Sub-Accounts closed to new investments: the Invesco V.I. Value Opportunities - Series II Sub-Account, the Invesco V.I. Mid Cap Core Equity - Series II Sub-Account, the AllianceBernstein VPS Growth and Income - Class B Sub-Account, the AllianceBernstein

VPS Large Cap Growth - Class B Sub-Account, the FTVIP Franklin High Income Securities - Class 2 Sub-Account, the Invesco V.I. High Yield - Series II Sub-Account, the Invesco Van Kampen V.I. Equity and Income

- Series II Sub-Account, the Morgan Stanley VIS Global Infrastructure - Class Y Sub-Account, the Putnam VT Growth and Income - Class IB Sub-Account and the UIF Emerging Markets Debt, Class II Sub-Account.*

2)Effective May 1, 2004, the Putnam VT Investors - Class IB Sub-Account closed to new investments.*

3)Effective May 1, 2006, the following Variable Sub-Accounts closed to new investments: the Goldman Sachs VIT Mid Cap Value Sub-Account, the Morgan Stanley VIS European Equity - Class Y Sub-Account and the Morgan Stanley VIS Limited Duration - Class Y Sub-Account.*

4)Effective May 1, 2006, the Invesco V.I. Core Equity - Series II Sub-Account is no longer available for new investments. If you are currently invested in the Invesco V.I. Core Equity - Series II Sub-Account you may continue your investment. If, prior to May 1, 2005, you enrolled in one of our automatic transaction programs,

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through the Invesco V.I. Premier Equity - Series II Sub-Account (the predecessor of the Invesco V.I. Core Equity - Series II Sub-Account), such as automatic additions, portfolio rebalancing, or dollar cost averaging, we will continue to effect automatic transactions into the Invesco V.I. Core Equity - Series II Sub-Account in accordance with that program. Outside of these automatic transaction programs, additional allocations will not be allowed.

5) Effective on or after April 30, 2012, the following Portfolios changed their names:

PREVIOUS NAME	NEW NAME
Invesco V.I. Basic Value - Series II	Invesco Van Kampen V.I. Value Opportunities - Series II
Invesco V.I. Dividend Growth - Series II	Invesco V.I. Diversified Dividend - Series II
Invesco Van Kampen V.I. Capital Growth - Series II	Invesco Van Kampen V.I. American Franchise - Series II
Invesco Van Kampen V.I. Global Value Equity Fund - Series II	Invesco V.I. Global Core Equity Fund - Series II
Invesco Van Kampen V.I. Mid Cap Value Portfolio - Series II	Invesco Van Kampen V.I. American Value Fund - Series II

Effective as of August 19, 2011, the Invesco Van Kampen V.I. Value Opportunities - Series II Sub-Account (formerly, the Invesco V.I. Basic Value

- Series II Sub-Account), was closed to all Contract Owners except those who have contract value invested in the Variable Sub-Account as of the closure date. Contract owners who have contract value invested in the Variable Sub-Account as of the closure date may continue to submit additional investments into the Variable Sub-Account thereafter, although they will not be permitted to invest in the Variable Sub-Account if they withdraw or otherwise transfer their entire contract value from the Variable Sub-Account following the closure date. Contract Owners who do not have contract value invested in the Variable Sub-Account as of the closure date will not be permitted to invest in the Variable Sub-Account thereafter.

Effective as of April 30, 2012, the Invesco Van Kampen V.I. American Franchise Fund - Series II (formerly, the Invesco Van Kampen V.I. Capital Growth Fund - Series II) acquired the Invesco V.I. Capital Appreciation Fund

- Series II.

* AS NOTED ABOVE, CERTAIN VARIABLE SUB-ACCOUNTS ARE CLOSED TO NEW INVESTMENTS. IF YOU INVESTED IN THESE VARIABLE SUB-ACCOUNTS PRIOR TO THE EFFECTIVE CLOSE DATE, YOU MAY CONTINUE YOUR INVESTMENTS. IF PRIOR TO THE EFFECTIVE CLOSE DATE, YOU ENROLLED IN ONE OF OUR AUTOMATIC TRANSACTION PROGRAMS, SUCH AS AUTOMATIC ADDITIONS, PORTFOLIO REBALANCING OR DOLLAR COST AVERAGING, WE WILL CONTINUE TO EFFECT AUTOMATIC TRANSACTIONS TO THESE VARIABLE SUB-ACCOUNTS IN ACCORDANCE WITH THAT PROGRAM. OUTSIDE OF THESE AUTOMATIC TRANSACTION PROGRAMS, ADDITIONAL ALLOCATIONS WILL NOT BE ALLOWED. IF YOU CHOOSE TO ADD THIS TRUERETURN OPTION ON OR AFTER THE EFFECTIVE CLOSE DATE, YOU MUST TRANSFER ANY PORTION OF YOUR CONTRACT VALUE THAT IS ALLOCATED TO THESE VARIABLE SUB-ACCOUNTS TO ANY OF THE REMAINING VARIABLE SUB-ACCOUNTS AVAILABLE WITH THIS TRUERETURN OPTION PRIOR TO ADDING IT TO YOUR CONTRACT.

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

If your TrueReturn Option Rider Date is on or after October 1, 2004, and you choose Model Portfolio Option 2 or transfer your entire Contract Value into Model Portfolio Option 2, you may allocate your Contract Value among any of a selected group of available Variable Sub-Accounts listed below. However, you may not allocate your Contract Value among any of the excluded Variable Sub-Accounts listed below. You may choose to invest in or transfer among any of the available Variable Sub-Accounts. However, each transfer you make will count against the 12 transfers you can make each Contract Year without paying a transfer fee.

The following table lists the available and excluded Variable Sub-Accounts under Model Portfolio Option 2 (Rider Date on or after October 1, 2004)(1, 3, 4, 5):

MODEL PORTFOLIO OPTION 2

(RIDER DATE ON OR AFTER OCTOBER 1, 2004)

AVAILABLE

Morgan Stanley VIS Multi Cap Growth - Class Y Sub-Account Invesco V. I. Diversified Dividend - Series II Sub-Account/(5)/ Invesco V. I. Global Core Equity - Series II Sub-Account/(5)/ Invesco V. I. High Yield - Series II Sub-Account/(1)/ Invesco Van Kampen V.I. Equity and Income - Series II Sub-Account/(1)/ Morgan Stanley VIS Income Plus - Class Y Sub-Account Morgan Stanley VIS Limited Duration - Class Y Sub-Account/(3)/ Morgan Stanley VIS Money Market - Class Y Sub-Account Invesco V.I. S&P 500 Index - Series II Sub-Account Morgan Stanley VIS Strategist - Class Y Sub-Account Morgan Stanley VIS Global Infrastructure - Class Y Sub-Account/(1)/ Invesco Van Kampen V.I. Value Opportunities - Series II Sub-Account/(1)(5)/ Invesco V.I. Core Equity - Series II Sub-Account/(4)/ Invesco V.I. Mid Cap Core Equity - Series II Sub-Account/(1)/ AllianceBernstein VPS Growth - Class B Sub-Account AllianceBernstein VPS Growth and Income - Class B Sub-Account/(1)/ AllianceBernstein VPS International Value - Class B Sub-Account AllianceBernstein VPS Small/Mid Cap Value - Class B Sub-Account AllianceBernstein VPS Value - Class B Sub-Account Fidelity VIP Contrafund(R) - Service Class 2 Sub-Account Fidelity VIP Growth & Income - Service Class 2 Sub-Account Fidelity VIP High Income - Service Class 2 Sub-Account Fidelity VIP Mid Cap - Service Class 2 Sub-Account Fidelity VIP Money Market - Service Class 2 Sub-Account FTVIP Franklin Flex Cap Growth Securities - Class 2 Sub-Account FTVIP Franklin High Income Securities - Class 2 Sub-Account/(1)/ FTVIP Franklin Income Securities - Class 2 Sub-Account FTVIP Mutual Global Discovery Securities - Class 2 Sub-Account FTVIP Mutual Shares Securities - Class 2 Sub-Account FTVIP Templeton Foreign Securities - Class 2 Sub-Account Goldman Sachs VIT Structured Small Cap Equity Sub-Account Goldman Sachs VIT Structured U.S. Equity Sub-Account Goldman Sachs VIT Large Cap Value Sub-Account Goldman Sachs VIT Mid Cap Value Sub-Account/(3)/

MODEL PORTFOLIO OPTION 2 (RIDER DATE ON OR AFTER OCTOBER 1, 2004)

PIMCO VIT CommodityRealReturn(TM) Strategy - Advisor Shares Sub-Account PIMCO VIT Emerging Markets Bond - Advisor Shares Sub-Account PIMCO VIT Real Return - Advisor Shares Sub-Account PIMCO VIT Total Return - Advisor Shares Sub-Account Putnam VT Equity Income - Class IB Sub-Account Putnam VT Growth and Income - Class IB Sub-Account/(1)/ Putnam VT International Equity - Class IB Sub-Account Putnam VT George Putnam Balanced Fund - Class IB Sub-Account Putnam VT Voyager - Class IB Sub-Account UIF Emerging Markets Debt, Class II Sub-Account/(1)/ UIF Emerging Markets Equity, Class II Sub-Account Invesco Van Kampen V.I. Equity and Income, Series II Sub-Account UIF Global Franchise, Class II Sub-Account UIF Mid Cap Growth, Class II Sub-Account UIF U.S. Mid Cap Value, Class II Sub-Account UIF U.S. Real Estate, Class II Sub-Account Invesco Van Kampen V.I. International Growth Equity, Series II Sub-Account

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EXCLUDED

Morgan Stanley VIS Aggressive Equity - Class Y Sub-Account Morgan Stanley VIS European Equity - Class Y Sub-Account/(3)/ Invesco Van Kampen V.I. American Franchise Fund - Series II Sub-Account/(5)/ AllianceBernstein VPS Large Cap Growth - Class B Sub-Account/(1)/ UIF Growth, Class II Sub-Account

UIF Small Company Growth, Class II Sub-Account Invesco Van Kampen V.I. Mid Cap Growth, Series II Sub-Account

1)Effective May 1, 2005, the following Variable Sub-Accounts closed to new investments: the Invesco Van Kampen V.I. Value Opportunities - Series II Sub-Account, the Invesco V.I. Mid Cap Core Equity - Series II Sub-Account, the AllianceBernstein VPS Growth and Income - Class B Sub-Account, the AllianceBernstein VPS Large Cap Growth - Class B Sub-Account, the FTVIP Franklin High Income Securities - Class 2 Sub-Account, the Invesco V.I. High Yield - Series II Sub-Account, the Invesco Van Kampen V.I. Equity and Income

- Series II Sub-Account, the Morgan Stanley VIS Global Infrastructure - Class Y Sub-Account, the Putnam VT Growth and Income - Class IB Sub-Account and the UIF Emerging Markets Debt, Class II Sub-Account.*

2)Effective May 1, 2004, the Putnam VT Investors - Class IB Sub-Account closed to new investments and is not available with this TrueReturn Option.*

3)Effective May 1, 2006, the following Variable Sub-Accounts closed to new investments: the Goldman Sachs VIT Mid Cap Value Sub-Account, the Morgan Stanley VIS European Equity - Class Y Sub-Account and the Morgan Stanley VIS Limited Duration - Class Y Sub-Account.*

4)Effective May 1, 2006, the Invesco V.I. Core Equity - Series II Sub-Account is no longer available for new investments. If you are currently invested in the Invesco V.I. Core Equity - Series II Sub-Account you may continue your investment. If, prior to May 1, 2005, you enrolled in one of our automatic transaction programs, through the Invesco V.I. Premier Equity - Series II Sub-Account (the predecessor of the Invesco V.I. Core Equity - Series II Sub-Account), such as automatic additions, portfolio rebalancing, or dollar cost averaging, we will continue to effect automatic transactions into the Invesco V.I. Core Equity - Series II Sub-Account in accordance with that program. Outside of these automatic transaction programs, additional allocations will not be allowed.*

5)Effective on or after April 30, 2012, the following Portfolios changed their names:

PREVIOUS NAME	NEW NAME
Invesco V.I. Basic Value - Series II	Invesco Van Kampen V.I. Value Opportunities - Series II
Invesco V.I. Dividend Growth - Series II	Invesco V.I. Diversified Dividend - Series II
Invesco Van Kampen V.I. Capital Growth - Series II	Invesco Van Kampen V.I. American Franchise - Series II
Invesco Van Kampen V.I. Global Value Equity Fund - Series II	Invesco V.I. Global Core Equity Fund - Series II

Effective as of August 19, 2011, the Invesco Van Kampen V.I. Value Opportunities - Series II Sub-Account (formerly, the Invesco V.I. Basic Value

- Series II Sub-Account), was closed to all Contract Owners except those who have contract value invested in the Variable Sub-Account as of the closure date. Contract owners who have contract value invested in the Variable Sub-Account as of the closure date may continue to submit additional investments into the Variable Sub-Account thereafter, although they will not be permitted to invest in the Variable Sub-Account if they withdraw or otherwise transfer their entire contract value from the Variable Sub-Account following the closure date. Contract Owners who do not have contract value invested in the Variable Sub-Account as of the closure date will not be permitted to invest in the Variable Sub-Account thereafter.

Effective as of April 30, 2012, the Invesco Van Kampen V.I. American Franchise Fund - Series II (formerly, the Invesco Van Kampen V.I. Capital Growth Fund - Series II) acquired the Invesco V.I. Capital Appreciation Fund

- Series II.

* AS NOTED ABOVE, CERTAIN VARIABLE SUB-ACCOUNTS ARE CLOSED TO NEW INVESTMENTS. IF YOU INVESTED IN THESE VARIABLE SUB-ACCOUNTS PRIOR TO THE EFFECTIVE CLOSE DATE, YOU MAY CONTINUE YOUR INVESTMENTS. IF PRIOR TO THE EFFECTIVE CLOSE DATE, YOU ENROLLED IN ONE OF OUR AUTOMATIC TRANSACTION PROGRAMS, SUCH AS AUTOMATIC ADDITIONS, PORTFOLIO REBALANCING OR DOLLAR COST AVERAGING, WE WILL CONTINUE TO EFFECT AUTOMATIC TRANSACTIONS TO THESE VARIABLE SUB-ACCOUNTS IN ACCORDANCE WITH THAT PROGRAM. OUTSIDE OF THESE AUTOMATIC TRANSACTION PROGRAMS, ADDITIONAL ALLOCATIONS WILL NOT BE ALLOWED. IF YOU CHOOSE TO ADD THIS TRUERETURN OPTION ON OR AFTER THE EFFECTIVE CLOSE DATE, YOU MUST TRANSFER ANY PORTION OF YOUR CONTRACT VALUE THAT IS ALLOCATED TO THESE

VARIABLE SUB-ACCOUNTS TO ANY OF THE REMAINING VARIABLE SUB-ACCOUNTS AVAILABLE WITH THIS TRUEReturn OPTION PRIOR TO ADDING IT TO YOUR CONTRACT.

TRUEBALANCE/SM/ MODEL PORTFOLIO OPTIONS.

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

PLEASE NOTE ONLY CERTAIN TRUEBALANCE MODEL PORTFOLIO OPTIONS ARE AVAILABLE WITH YOUR TRUEReturn OPTION AS SUMMARIZED IN THE TABLE UNDER INVESTMENT REQUIREMENTS ABOVE.

CANCELLATION OF THE TRUEReturn OPTION.

You may not cancel the TrueReturn Option or make transfers, changes to your investment allocations, or changes to the Automatic Portfolio Rebalancing Program that are inconsistent with the investment restrictions applicable to your Guarantee Option and/or

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

DEATH OF OWNER OR ANNUITANT.

If the Contract Owner or Annuitant dies before the Rider Maturity Date and the Contract is continued under Option D of the Death of Owner or Death of Annuitant provision of your Contract, as described on page 73 of this prospectus, then the TrueReturn Option will continue, unless the new Contract Owner elects to cancel this Option. If the TrueReturn Option is continued, it will remain in effect until terminated. If the Contract is not continued under Option D, then the TrueReturn Option will terminate on the date we receive a Complete Request for Settlement of the Death Proceeds.

RIDER TRADE-IN OPTION.

We offer a "RIDER TRADE-IN OPTION" that allows you to cancel your TrueReturn Option and immediately add a new TrueReturn Option ("NEW OPTION"), provided all of the following conditions are met:

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

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

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

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

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

select the SureIncome Plus Withdrawal Benefit Option by utilizing the Rider Trade-In Option, the maximum age of any Contract Owner or Annuitant on the Rider Application Date is age 85. For other Withdrawal Benefit Options that may be selected in the future utilizing the Rider Trade-In Option, issue age requirements may differ.

You should consult with your Morgan Stanley Financial Advisor before trading in your TrueReturn Option.

TERMINATION OF THE TRUERETURN OPTION.

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

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

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

WITHDRAWAL BENEFIT OPTIONS

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

SUREINCOME WITHDRAWAL BENEFIT OPTION

Effective May 1, 2006, we ceased offering the SUREINCOME WITHDRAWAL BENEFIT OPTION ("SUREINCOME OPTION"), except in a limited number of states where we intend to discontinue offering the Option as soon as possible. In the states where we continue to offer the SureIncome Option, it is available for an additional fee.

The SureIncome Option provides a guaranteed withdrawal benefit that gives you the right to take limited partial withdrawals that total an amount equal to your purchase payments (subject to certain restrictions). Therefore, regardless of the subsequent fluctuations in the value of your Contract Value, you are entitled to a Benefit Payment each Benefit Year until your Benefit Base is exhausted (terms defined below).

The SureIncome Option guarantees an amount up to the "BENEFIT PAYMENT REMAINING" which will be available for withdrawal from the Contract each "BENEFIT YEAR" until the "BENEFIT BASE" (defined below) is reduced to zero. If the Contract Value is reduced to zero and the Benefit Base is still greater than zero, we will distribute an amount equal to the Benefit Base to the Contract owner as described below under the "WITHDRAWAL BENEFIT PAYOUT PHASE".

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

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

In those states where currently offered, the SureIncome Option is available at issue of the Contract, or may be added later, subject to availability and issue requirements. You may not add the SureIncome Option to your Contract after Contract issue without our prior approval if your Contract Value is greater than \$1,000,000 at the time you choose to add the SureIncome Option. Currently, you may have only one Withdrawal Benefit Option (SureIncome, SureIncome Plus or SureIncome For Life) in effect on your Contract at one time. You may only have one of the following in effect on your Contract at the same time: a Withdrawal Benefit Option, a TrueReturn Option, or a Retirement Income Guarantee Option. The SureIncome Option is only available if the oldest Contract Owner and oldest Annuitant are age 80 or younger on the effective date of the Rider (the "Rider Application Date"). (The maximum age may depend on your state). The SureIncome Option is not available to be added to a Contract categorized as a Tax Sheltered Annuity as defined under Internal Revenue Code Section 403(b) at this time. We reserve the right to make the SureIncome Option available to such Contracts on a nondiscriminatory basis in the future at our discretion. Once added to your Contract, the SureIncome Option may be cancelled at any time on or after the 5th calendar year anniversary of the Rider Date by notifying us in writing in a form satisfactory to us.

In those states where the SureIncome Option is currently available, we may discontinue offering, at any time without prior notice, the Option to new Contract Owners and to existing Contract Owners who did not elect the SureIncome Option prior to the date of discontinuance.

WITHDRAWAL BENEFIT FACTOR

The "WITHDRAWAL BENEFIT FACTOR" is used to determine the "BENEFIT PAYMENT" and Benefit Payment Remaining. We currently offer a Withdrawal Benefit Factor equal to 8%. We reserve the right to make other Withdrawal Benefit Factors available in the future for new SureIncome Options and/or to eliminate the current

Withdrawal Benefit Factor. Once a Withdrawal Benefit Factor has been established for a SureIncome Option, it cannot be changed after the Rider Date unless that SureIncome Option is terminated.

BENEFIT PAYMENT AND BENEFIT PAYMENT REMAINING

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

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

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

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

. The Contract Value multiplied by the Withdrawal Benefit Factor (currently 8% for new SureIncome Options); or

. The value of the Benefit Payment of the previous Withdrawal Benefit Option (attached to your Contract) which is being terminated under a rider trade-in option (see "Rider Trade-In Option" below for more information), if applicable.

After the Rider Date, the Benefit Payment will be increased by purchase payments multiplied by the Withdrawal Benefit Factor and affected by withdrawals as follows:

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

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

. The Benefit Payment immediately prior to the withdrawal; or

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

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

BENEFIT BASE

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

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

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

. The Contract Value immediately prior to withdrawal less the amount of the withdrawal; or

. The Benefit Base immediately prior to withdrawal less the amount of the withdrawal.

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

IF THE BENEFIT BASE IS REDUCED TO ZERO, THIS SUREINCOME OPTION WILL TERMINATE.

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

CONTRACT OWNER AND ASSIGNMENT OF PAYMENTS OR INTEREST

If you change the Contract Owner or assign any payments or interest under this Contract, as allowed, to



any living or non-living person other than your spouse on or after the first calendar year anniversary of the Rider Date, the Benefit Base will be recalculated to be the lesser of the Contract Value and the Benefit Base at the time of assignment.

CONTRACT VALUE

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

WITHDRAWAL BENEFIT PAYOUT PHASE

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

The "WITHDRAWAL BENEFIT PAYOUT START DATE" is the date the Withdrawal Benefit Payout Phase is entered and the Accumulation Phase of the Contract ends.

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

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

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

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

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

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

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

INVESTMENT REQUIREMENTS

If you add a SureIncome Option to your Contract, you must adhere to certain requirements related to the investment alternatives in which you may invest. These requirements are described in "INVESTMENT REQUIREMENTS (APPLICABLE TO ALL WITHDRAWAL BENEFIT OPTIONS)" below.

CANCELLATION OF THE SUREINCOME OPTION

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

RIDER TRADE-IN OPTION

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

will continue to have a TrueReturn Option available at the time of the first utilization of this SureIncome Rider Trade-In Option.

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

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

85. For a New SureIncome Option or New Option that may be offered and selected in the future utilizing the Rider Trade-In Option, issue age requirements may differ.

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

You should consult with your Morgan Stanley Financial Advisor before trading in your SureIncome Option.

DEATH OF OWNER OR ANNUITANT

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

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

TERMINATION OF THE SUREINCOME OPTION

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

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

SUREINCOME PLUS WITHDRAWAL BENEFIT OPTION

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

The SureIncome Plus Option guarantees an amount up to the "BENEFIT PAYMENT REMAINING" which will be available for withdrawal from the Contract each "BENEFIT YEAR" until the "BENEFIT BASE" (defined below) is reduced to zero. If the Contract Value is reduced to zero and the Benefit Base is still greater than zero, we will distribute an amount equal to the Benefit Base to the Contract Owner as described below under the "WITHDRAWAL BENEFIT PAYOUT PHASE". Prior to the commencement of the Withdrawal Benefit Payout Phase, the SureIncome Plus Option also provides an additional death benefit option, the SureIncome Return of Premium Death Benefit ("SUREINCOME ROP DEATH BENEFIT"). This death benefit option is described below under "DEATH OF OWNER OR ANNUITANT" and in the Death Benefits section starting on page 69.



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

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

The SureIncome Plus Option is available at issue of the Contract, or may be added later, subject to availability and issue requirements. You may not add the SureIncome Plus Option to your Contract after Contract issue without our prior approval if your Contract Value is greater than \$1,000,000 at the time you choose to add the SureIncome Plus Option. Currently, you may have only one Withdrawal Benefit Option in effect on your Contract at one time. You may only have one of the following in effect on your Contract at the same time: a Withdrawal Benefit Option, a TrueReturn Option, or a Retirement Income Guarantee Option. The SureIncome Plus Option is available if the oldest Contract Owner and oldest Annuitant are age 80 or younger on the effective date of the Rider (the "Rider Application Date"), (the maximum age may depend on your state), up to age 85 or younger if selected by utilizing the Rider Trade-in Option. (See Rider Trade-In Option, above, under TrueReturn Accumulation Benefit Option and SureIncome Withdrawal Benefit Option.) The SureIncome Plus Option may not be added to a Contract categorized as a Tax Sheltered Annuity as defined under Internal Revenue Code Section 403(b) at this time. We reserve the right to make the SureIncome Plus Option available to such Contracts on a nondiscriminatory basis in the future at our discretion. Once added to your Contract, the SureIncome Plus Option may not be cancelled at any time.

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

WITHDRAWAL BENEFIT FACTOR

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

BENEFIT PAYMENT AND BENEFIT PAYMENT REMAINING

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

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

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

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

. The Contract Value multiplied by the Withdrawal Benefit Factor (currently 8% for new SureIncome Plus Options); or

. The value of the Benefit Payment of the previous Withdrawal Benefit Option (attached to your Contract) which is being terminated under a rider trade-in option, if applicable. See RIDER TRADE-IN OPTION, above, under SUREINCOME WITHDRAWAL BENEFIT OPTION for more information.

After the Rider Date, the Benefit Payment will be increased by purchase payments multiplied by the Withdrawal Benefit Factor and affected by withdrawals as follows:

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

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

. The Benefit Payment immediately prior to the withdrawal; or

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

As used in the above calculation, Contract Value incorporates the impact of any purchase payments received on the date of this withdrawal, but before the application of any SureIncome Plus Withdrawal Benefit

Option Fee, Spousal Protection Benefit Option Fee, Spousal Protection Benefit Option for Custodial Individual Retirement Accounts Fee or Contract Maintenance Charge that may be applicable.

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

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

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

BENEFIT BASE

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

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

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

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

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

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

IF THE BENEFIT BASE IS REDUCED TO ZERO, THIS SUREINCOME PLUS OPTION WILL TERMINATE.

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

CONTRACT OWNER AND ASSIGNMENT OF PAYMENTS OR INTEREST

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

CONTRACT VALUE

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

WITHDRAWAL BENEFIT PAYOUT PHASE

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

The "WITHDRAWAL BENEFIT PAYOUT START DATE" is the date the Withdrawal Benefit Payout Phase is entered and the Accumulation Phase of the Contract ends. No further



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

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

During the Withdrawal Benefit Payout Phase, we will make scheduled fixed income payments to the Owner (or new Contract Owner) at the end of each month starting one month after the commencement of the Payout Start Date. The amount of each payment will be equal to the Benefit Payment divided by 12, unless a payment frequency other than monthly is requested. The request must be in a form acceptable to us and processed by us before the first payment is made. (The amount of each payment will be adjusted accordingly; i.e., if the payment frequency requested is quarterly, the amount of each payment will be equal to the Benefit Payment divided by 4.) Payments will be made over a period certain such that total payments made will equal the Benefit Base on the Payout Start Date; therefore, the final payment may be less than each of the previous payments. If your Contract is subject to Internal Revenue Code

Section 401(a)(9), the period certain cannot exceed that which is required by such section and the regulations promulgated thereunder. Therefore, the amount of each payment under the SureIncome Plus Option may be larger so that the sum of the payments made over this period equals the Benefit Base on the Payout Start Date. Additionally, if your Contract is subject to Internal Revenue Code

Section 401(a)(9), we will not permit a change in the payment frequency or level.

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

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

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

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

INVESTMENT REQUIREMENTS

If you add a SureIncome Plus Option to your Contract, you must adhere to certain requirements related to the investment alternatives in which you may invest. These requirements are described in "INVESTMENT REQUIREMENTS (APPLICABLE TO ALL WITHDRAWAL BENEFIT OPTIONS)" below.

DEATH OF OWNER OR ANNUITANT

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

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

The SureIncome Plus Option also makes available the SureIncome ROP Death Benefit. On the Rider Date, the SureIncome ROP Death Benefit is equal to the Contract Value. After the Rider Date, the SureIncome ROP Death Benefit will be increased by purchase payments and decreased by withdrawals as follows:

. If the withdrawal is less than or equal to the Benefit Payment Remaining in effect immediately prior to the withdrawal, the SureIncome ROP Death Benefit will be reduced by the amount of the withdrawal.

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

. The Contract Value immediately prior to withdrawal less the amount of the withdrawal; or

. The SureIncome ROP Death Benefit immediately prior to withdrawal less the amount of the withdrawal.

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

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

Refer to the Death Benefits section page 69 for more details on the SureIncome ROP Death Benefit.

TERMINATION OF THE SUREINCOME PLUS OPTION

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

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

SUREINCOME FOR LIFE WITHDRAWAL BENEFIT OPTION

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

The SureIncome For Life Option guarantees an amount up to the "BENEFIT PAYMENT REMAINING" which will be available for withdrawal from the Contract each "BENEFIT YEAR" as long as the SureIncome Covered Life is alive, subject to certain restrictions. The "SUREINCOME COVERED LIFE" is the oldest Contract Owner, or the oldest Annuitant if the Contract Owner is a non-living entity, on the Rider Date. If the Contract Value is reduced to zero and the Benefit Payment is still greater than zero, we will distribute an amount equal to the Benefit Payment each year to the Contract Owner as described below under the "WITHDRAWAL BENEFIT PAYOUT PHASE" as long as the SureIncome Covered Life is alive. Prior to the commencement of the Withdrawal Benefit Payout Phase, the SureIncome For Life Option also provides an additional death benefit option, the SureIncome Return of Premium Death Benefit ("SUREINCOME ROP DEATH BENEFIT"). This Option is described below under "DEATH OF OWNER OR ANNUITANT" and in the DEATH BENEFITS section starting on page 69.

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

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

The SureIncome For Life Option is available at issue of the Contract, or may be added later, subject to availability and issue requirements. You may not add the SureIncome For Life Option to your Contract after Contract issue without our prior approval if your Contract Value is greater than \$1,000,000 at the time you choose to add the SureIncome For Life Option. Currently, you may have only one Withdrawal Benefit Option in effect on your Contract at one time. You may only have one of the following in effect on your Contract at the same time:

a Withdrawal Benefit Option, a TrueReturn Option, or a Retirement Income Guarantee Option. The SureIncome For Life Option is only available if the oldest Contract Owner or the oldest Annuitant, if the Contract Owner is a non-living entity (i.e., the SureIncome Covered Life) is between the ages of 50 and 79, inclusive, on the effective date of the Rider (the "Rider Application Date"). (The maximum age may depend on your state.) The SureIncome For Life Option may not be added to a Contract categorized as a Tax Sheltered Annuity as defined under Internal Revenue Code Section 403(b) at this time. We reserve the right to make the SureIncome For Life Option available to such Contracts on a nondiscriminatory basis in the future at our discretion. Once added to your Contract, the SureIncome For Life Option may not be cancelled at any time.

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

WITHDRAWAL BENEFIT FACTOR

The "WITHDRAWAL BENEFIT FACTOR" is used to determine the "BENEFIT PAYMENT" and Benefit Payment Remaining. Prior to the earlier of the date of the first withdrawal after the issuance of the SureIncome For Life Option or the date the Contract enters the Withdrawal Benefit Payout Phase, the Withdrawal Benefit Factor used in these determinations may change as shown below.

Generally speaking, during this period the Withdrawal Benefit Factor will increase as the SureIncome Covered Life grows older. On the earlier of the date of the first withdrawal after the issuance of the SureIncome for Life Option or the date the Contract enters the Withdrawal Benefit Payout Phase, the Withdrawal Benefit Factor will be fixed at the then applicable rate, based on the then current attained age of the SureIncome Covered Life, and will be used in all subsequent determinations of Benefit Payments and Benefit Payments Remaining. AFTER THIS DATE THE WITHDRAWAL BENEFIT FACTOR WILL NOT CHANGE.

We currently offer the following Withdrawal Benefit Factors:

ATTAINED AGE OF
SUREINCOME COVERED LIFE WITHDRAWAL BENEFIT FACTOR

50 - 59	4%
60 - 69	5%
70 +	6%

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

BENEFIT PAYMENT AND BENEFIT PAYMENT REMAINING

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

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

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

After the Rider Date, the Benefit Payment and Benefit Payment Remaining will be increased by purchase payments multiplied by the Withdrawal Benefit Factor based on the current attained age of the SureIncome Covered Life. On the date of the first withdrawal after the Rider Date the Benefit Payment and Benefit Payment Remaining will equal the Withdrawal Benefit Factor based on the current attained age of the SureIncome Covered Life multiplied by the Benefit Base immediately after application of any purchase payments, but prior to the withdrawal on that date. THE WITHDRAWAL BENEFIT FACTOR USED IN ALL FUTURE CALCULATIONS WILL NOT CHANGE.

After the first withdrawal, the Benefit Payment Remaining will be increased by purchase payments multiplied by the Withdrawal Benefit Factor. The Benefit Payment Remaining is reduced by the amount of any withdrawal. The Benefit Payment Remaining will never be less than zero.

After the first withdrawal, the Benefit Payment will be increased by purchase payments multiplied by the Withdrawal Benefit Factor. The Benefit Payment is affected by withdrawals as follows:

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

IF THE BENEFIT PAYMENT IS REDUCED TO ZERO, THE SUREINCOME FOR LIFE OPTION WILL TERMINATE.

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

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

The Benefit Payment Remaining at the time of a withdrawal during a calendar year will be increased on a nondiscriminatory basis in order to satisfy IRS minimum distribution requirements on the Contract under which this Option has been elected. The Benefit Payment Remaining will be increased by the excess of the IRS minimum distribution required on the Contract as calculated at the end of the previous calendar year and the Benefit Payment at the end of the previous calendar year. For the purposes of this calculation, the Benefit Payment Remaining will not be increased if a



Withdrawal Benefit Option was not attached to this Contract as of the end of the previous calendar year. Note that any systematic withdrawal programs designed to satisfy IRS minimum distribution requirements may need to be modified to ensure guarantees under this Option are not impacted by the withdrawals. This modification may result in uneven payment amounts throughout the year.

BENEFIT BASE

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

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

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

. The Contract Value immediately prior to withdrawal less the amount of the withdrawal; or

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

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

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

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

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

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

CONTRACT VALUE

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

WITHDRAWAL BENEFIT PAYOUT PHASE

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

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

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

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

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

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

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

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

INVESTMENT REQUIREMENTS

If you add a SureIncome For Life Option to your Contract, you must adhere to certain requirements related to the investment alternatives in which you may invest. These requirements are described in "INVESTMENT REQUIREMENTS (APPLICABLE TO ALL WITHDRAWAL BENEFIT OPTIONS)" below.

DEATH OF OWNER OR ANNUITANT

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

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

. If the withdrawal is less than or equal to the Benefit Payment Remaining in effect immediately prior to the withdrawal, the SureIncome ROP Death Benefit will be reduced by the amount of the withdrawal.

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

. The Contract Value immediately prior to withdrawal less the amount of the withdrawal; or

. The SureIncome ROP Death Benefit immediately prior to withdrawal less the amount of the withdrawal.

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

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

Refer to the DEATH BENEFITS section page 69 for more details on the SureIncome ROP Death Benefit.

TERMINATION OF THE SUREINCOME FOR LIFE OPTION

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

. The Benefit Payment is reduced to zero;

. On the Payout Start Date (except if the Contract enters the Withdrawal Benefit Payout Phase as defined under the Withdrawal Benefit Payout Phase section);

. On the date the Contract is terminated;

. On the date the SureIncome Covered Life is removed from the Contract for any reason, and is no longer a Contract Owner or Annuitant under the Contract (if the Covered Life continues as only the Beneficiary, the Option will terminate);

. On the date the SureIncome For Life Option is cancelled as detailed under Death of Owner or Annuitant section above;

. On the date we receive a Complete Request for Settlement of the Death Proceeds; or

. On the date the SureIncome Covered Life dies if the SureIncome Covered Life dies prior to the Payout Start Date.

INVESTMENT REQUIREMENTS (APPLICABLE TO ALL WITHDRAWAL BENEFIT OPTIONS) If you add a Withdrawal Benefit Option to your Contract, you must adhere to certain requirements related to the investment alternatives in which you may invest. The specific requirements are described below in more detail and will depend on your current Model



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

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

- (1) to a MODEL PORTFOLIO OPTION available as described below;
- (2) to the DCA Fixed Account Option and then transfer all purchase payments and interest to an available Model Portfolio Option; or
- (3) to a combination of (1) and (2) above.

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

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

***MODEL PORTFOLIO OPTION 1**

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

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

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

MODEL PORTFOLIO OPTION 1.

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

Currently the Available Variable Sub-Accounts and the Excluded Variable Sub-Accounts are as follows (1, 3, 4, 5):

Available

Morgan Stanley Multi Cap Growth - Class Y Sub-Account Invesco V. I. Diversified Dividend - Series II Sub-Account/(5)/ Invesco Van Kampen V.I. Global Value Equity - Series II Sub-Account Invesco V. I. High Yield - Series II Sub-Account/(1)/ Invesco Van Kampen V.I. Equity and Income - Series II Sub-Account/(1)/ Morgan Stanley VIS Income Plus - Class Y Sub-Account Morgan Stanley VIS Limited Duration - Class Y Sub-Account/(3)/ Morgan Stanley VIS Money Market - Class Y Sub-Account Invesco V.I. S&P 500 Index - Series II Sub-Account Morgan Stanley VIS Strategist - Class Y Sub-Account Morgan Stanley VIS Global Infrastructure - Class Y Sub-Account/(1)/ Invesco Van Kampen V.I. Value Opportunities - Series II Sub-Account/(1)(5)/ Invesco V.I. Core Equity - Series II Sub-Account/(4)/ Invesco V.I. Mid Cap Core Equity - Series II Sub-Account/(1)/ AllianceBernstein VPS Growth - Class B Sub-Account AllianceBernstein VPS Growth and Income - Class B Sub-Account/(1)/ AllianceBernstein VPS International Value - Class B Sub-Account AllianceBernstein VPS Small/Mid Cap Value - Class B Sub-Account AllianceBernstein VPS Value - Class B Sub-Account Fidelity VIP Contrafund(R) - Service Class 2 Sub-Account Fidelity VIP Growth & Income - Service Class 2 Sub-Account Fidelity VIP High Income - Service Class 2 Sub-Account Fidelity VIP Mid Cap - Service Class 2 Sub-Account Fidelity VIP Money Market - Service Class 2 Sub-Account FTVIP Franklin Flex Cap Growth Securities - Class 2 Sub-Account FTVIP Franklin High Income Securities - Class 2 Sub-Account/(1)/ FTVIP Franklin Income Securities - Class 2 Sub-Account FTVIP Mutual Global Discovery Securities - Class 2 Sub-Account FTVIP Mutual Shares Securities - Class 2 Sub-Account FTVIP Templeton Foreign Securities - Class 2 Sub-Account Goldman Sachs VIT Structured Small Cap Equity Sub-Account Goldman Sachs VIT Structured U.S. Equity Sub-Account Goldman Sachs VIT Large Cap Value Sub-Account Goldman Sachs VIT Mid Cap Value Sub-Account/(3)/ PIMCO VIT CommodityRealReturn(TM) Strategy - Advisor Shares Sub-Account PIMCO VIT Emerging Markets Bond - Advisor Shares Sub-Account PIMCO VIT Real Return - Advisor Shares Sub-Account PIMCO VIT Total Return - Advisor Shares Sub-Account Putnam VT Equity Income - Class IB Sub-Account Putnam VT Growth and Income - Class IB Sub-Account/(1)/ Putnam VT International Equity - Class IB Sub-Account Putnam VT George Putnam Balanced Fund - Class IB Sub-Account Putnam VT Voyager - Class IB Sub-Account UIF Emerging Markets Debt, Class II Sub-Account/(1)/ UIF Emerging Markets Equity, Class II Sub-Account Invesco Van Kampen V.I. Equity and Income, Series II Sub-Account UIF Global Franchise, Class II Sub-Account UIF Mid Cap Growth, Class II Sub-Account Invesco Van Kampen V.I. American Value, Series II Sub-Account/(5)/ UIF U.S. Real Estate, Class II Sub-Account Invesco Van Kampen V.I. International Growth Equity, Series II Sub-Account Invesco Van Kampen V.I. American Franchise, Series II Sub-Account/(5)/ Invesco Van Kampen V.I. Comstock, Series II Sub-Account Invesco Van Kampen V.I. Growth and Income, Series II Sub-Account

Excluded

Morgan Stanley VIS Aggressive Equity - Class Y Sub-Account Morgan Stanley VIS European Equity - Class Y Sub-Account/(3)/ AllianceBernstein VPS Large Cap Growth - Class B Sub-Account/(1)/ UIF Growth, Class II Sub-Account

UIF Small Company Growth, Class II Sub-Account Invesco Van Kampen V.I. Mid Cap Growth, Series II Sub-Account

1)Effective May 1, 2005, the following Variable Sub-Accounts closed to new investments: the Invesco Van Kampen V.I. Value Opportunities - Series II Sub-Account, the Invesco V.I. Mid Cap Core Equity - Series II Sub-Account, the AllianceBernstein VPS Growth and Income - Class B Sub-Account, the AllianceBernstein VPS Large Cap Growth - Class B Sub-Account, the FTVIP Franklin High Income Securities - Class 2 Sub-Account, the Invesco V. I. High Yield - Series II Sub-Account, the Invesco Van Kampen V.I. Equity and Income

- Class II Sub-Account, the Morgan Stanley VIS Global Infrastructure - Class Y Sub-Account, the Putnam VT Growth and Income - Class IB Sub-Account and the UIF Emerging Markets Debt, Class II Sub-Account.*

2)Effective May 1, 2004, the Putnam VT Investors - Class IB Sub-Account closed to new investments and is not available with any Withdrawal Benefit Option.*

3)Effective May 1, 2006, the following Variable Sub-Accounts closed to new investments: the Goldman Sachs VIT Mid Cap Value Sub-Account, the Morgan Stanley VIS European Equity - Class Y Sub-Account and the Morgan Stanley VIS Limited Duration - Class Y Sub-Account.*

4)Effective May 1, 2006, the Invesco V.I. Core Equity - Series II Sub-Account is no longer available for new investments. If you are currently invested in the Invesco V.I. Core Equity - Series II Sub-Account you may continue your investment. If, prior to May 1, 2005, you enrolled in one of our automatic transaction programs, through the Invesco V.I. Premier Equity - Series II Sub-Account (the predecessor of the Invesco V.I. Core Equity - Series II Sub-Account), such as automatic additions, portfolio rebalancing, or dollar cost averaging, we will continue to effect automatic transactions into the Invesco V.I. Core Equity - Series II Sub-Account in accordance with that program. Outside of these automatic transaction programs, additional allocations will not be allowed.*

5)Effective on or after April 30, 2012, the following Portfolios changed their names:

PREVIOUS NAME	NEW NAME
Invesco V.I. Basic Value - Series II	Invesco Van Kampen V.I. Value Opportunities - Series II
Invesco V.I. Dividend Growth - Series II	Invesco V.I. Diversified Dividend - Series II
Invesco Van Kampen V.I. Capital	Invesco Van Kampen V.I. American

* AS NOTED ABOVE, CERTAIN VARIABLE SUB-ACCOUNTS ARE CLOSED TO NEW INVESTMENTS. IF YOU INVESTED IN THESE VARIABLE SUB-ACCOUNTS PRIOR TO THE EFFECTIVE CLOSE DATE, YOU MAY CONTINUE YOUR INVESTMENTS. IF PRIOR TO THE EFFECTIVE CLOSE DATE, YOU ENROLLED IN ONE OF OUR AUTOMATIC TRANSACTION PROGRAMS, SUCH AS AUTOMATIC ADDITIONS, PORTFOLIO REBALANCING OR DOLLAR COST AVERAGING, WE WILL CONTINUE TO EFFECT AUTOMATIC TRANSACTIONS TO THESE VARIABLE SUB-ACCOUNTS IN ACCORDANCE WITH THAT PROGRAM. OUTSIDE OF THESE AUTOMATIC TRANSACTION PROGRAMS, ADDITIONAL ALLOCATIONS WILL NOT BE ALLOWED. IF YOU CHOOSE TO ADD THIS TRUERETURN OPTION ON OR AFTER THE EFFECTIVE CLOSE DATE, YOU MUST TRANSFER ANY PORTION OF YOUR CONTRACT VALUE THAT IS ALLOCATED TO THESE VARIABLE SUB-ACCOUNTS TO ANY OF THE REMAINING VARIABLE SUB-ACCOUNTS AVAILABLE WITH THIS TRUERETURN OPTION PRIOR TO ADDING IT TO YOUR CONTRACT.

TRUEBALANCE/SM/ MODEL PORTFOLIO OPTIONS.

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

INVESTMENT ALTERNATIVES: THE VARIABLE SUB-ACCOUNTS

You may allocate your purchase payments to up to 60* Variable Sub-Accounts. Each Variable Sub-Account invests in the shares of a corresponding Portfolio. Each Portfolio has its own investment objective(s) and policies. We briefly describe the Portfolios below.

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

YOU SHOULD CAREFULLY CONSIDER THE INVESTMENT OBJECTIVES, RISKS, CHARGES AND EXPENSES OF THE INVESTMENT ALTERNATIVES WHEN MAKING AN ALLOCATION TO THE VARIABLE SUB-ACCOUNTS. TO OBTAIN ANY OR ALL OF THE UNDERLYING PORTFOLIO

PROSPECTUSES, PLEASE CONTACT US AT 1-800-457-7617 OR GO TO WWW.ACCESSALLSTATE.COM.

* Certain Variable Sub-Accounts may not be available depending on the date you purchased your Contract. Please see page 45 for information about Sub-Accounts and/or Portfolio liquidations, mergers, closures and name changes.

PORTFOLIO:	EACH PORTFOLIO SEEKS:	INVESTMENT ADVISOR:
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MORGAN STANLEY VARIABLE INVESTMENT
SERIES

Morgan Stanley VIS Aggressive Equity Portfolio - Class Y Long-term capital growth

Morgan Stanley VIS Multi Cap Growth Portfolio - Class Y As a primary objective, growth of capital through investments in common stocks believed by the Investment Adviser to have potential for superior growth. As a secondary objective, income but only when consistent with its primary objective. MORGAN STANLEY INVESTMENT
-----MANAGEMENT INC.

Morgan Stanley VIS European Equity Portfolio - Class Y/(1)/ To maximize the capital appreciation of its investments

Morgan Stanley VIS Global Infrastructure Portfolio - Class Y/(2)/ Both capital appreciation and current income

Morgan Stanley VIS Income Plus Portfolio - Class Y As a primary objective, high level of current income by investing primarily in U.S. government securities and other fixed-income securities. As a secondary objective, capital appreciation but only when consistent with its primary objective.

Morgan Stanley VIS Limited Duration Portfolio - Class Y/(1)/ High level of current income consistent with preservation of capital

Morgan Stanley VIS Money Market Portfolio - Class Y High current income, preservation of capital and liquidity

Morgan Stanley VIS Strategist Portfolio - Class Y High total investment return through a fully managed investment policy utilizing equity, fixed-income and money market securities and the writing of covered call and put options.

THE UNIVERSAL INSTITUTIONAL FUNDS, INC.

UIF Growth Portfolio, Class II Long-term capital appreciation by investing primarily in growth-oriented equity securities of large capitalization companies.

UIF Emerging Markets Debt Portfolio, Class II/(2)/ High total return by investing primarily in fixed income securities of government and government-related issuers and, to a lesser extent, of corporate issuers in emerging market countries. MORGAN STANLEY INVESTMENT
-----MANAGEMENT INC.

UIF Emerging Markets Equity Portfolio, Class II Long-term capital appreciation by investing primarily in growth-oriented equity securities of issuers in emerging market countries.

UIF Global Franchise Portfolio, Class II Long-term capital appreciation.

UIF Mid Cap Growth Portfolio, Class II Long-term capital growth by investing primarily in
common stocks and other equity securities.

UIF Small Company Growth Portfolio, Long-term capital appreciation by investing primarily
Class II in growth-oriented equity securities of small
companies.

UIF U.S. Real Estate Portfolio, Class II Above average current income and long-term capital
appreciation by investing primarily in equity
securities of companies in the U.S. real estate
industry, including real estate investment trusts.

PORTFOLIO:

EACH PORTFOLIO SEEKS:

INVESTMENT ADVISOR:

AIM VARIABLE INSURANCE FUNDS (INVESCO VARIABLE INSURANCE FUNDS)

Invesco Van Kampen V.I. American Franchise Fund - Series II/(6)/ Capital appreciation.

Invesco Van Kampen V.I. Comstock Portfolio - Series II Capital growth and income through investments in equity securities, including common stocks, preferred stocks and securities convertible into common and preferred stocks.

Invesco Van Kampen V.I. Equity and Income Portfolio, Series II Capital appreciation and current income.

Invesco V.I. Global Core Equity Fund - Series II/(6)/ Long-term capital appreciation by investing primarily in equity securities of issuers throughout the world, including U.S. issuers INVESCO ADVISERS, INC./ (3)/

Invesco Van Kampen V.I. Growth and Income Portfolio - Series II Long-term growth of capital and income.

Invesco V.I. International Growth Fund - Series II Long-term growth of capital

Invesco Van Kampen V.I. Mid Cap Growth Portfolio - Series II Capital growth

Invesco Van Kampen V.I. American Value Fund - Series II/(6)/ Above-average total return over a market cycle of three to five years by investing in common stocks and other equity securities.

Invesco Van Kampen V.I. Value Opportunities Fund - Series II/(2)(6)/ Long-term growth of capital

Invesco V.I. Core Equity Fund - Series II/(4)/ Growth of capital

Invesco V.I. Diversified Dividend Fund - Series II/(6)/ Reasonable current income and long term growth of income and capital.

Invesco V.I. High Yield Securities Portfolio - Series II High level of current income by investing in a diversified portfolio consisting principally of fixed-income securities, which may include both non-convertible and convertible debt securities and preferred stocks. As a secondary objective, the Portfolio will seek capital appreciation, but only when consistent with its primary objective.

Invesco V.I. Mid Cap Core Equity Fund - Series II/(2)/ Long-term growth of capital

Invesco V.I. S&P 500 Index Portfolio - Series II Investment results that, before expenses, correspond to the total return (i.e., combination of capital changes and income) of the Standard and Poor's 500 Composite Stock Price Index

ALLIANCEBERNSTEIN VARIABLE PRODUCTS SERIES FUND, INC.

AllianceBernstein VPS Growth and Income Portfolio - Class B/(2)/ Long-term growth of capital

AllianceBernstein VPS Growth Portfolio - Class B Long-term growth of capital

AllianceBernstein VPS International Value Portfolio - Class B Long-term growth of capital

AllianceBernstein VPS Large Cap Growth Portfolio - Class B/(2)/ Long-term growth of capital

AllianceBernstein VPS Small/Mid Cap Value Portfolio - Class B Long-term growth of capital

ALLIANCEBERNSTEIN L.P.

PORTFOLIO: EACH PORTFOLIO SEEKS: INVESTMENT ADVISOR:

FIDELITY(R) VARIABLE INSURANCE PRODUCTS

Fidelity VIP Contrafund(R) Portfolio - Long-term capital appreciation
Service Class 2

Fidelity VIP Growth & Income Portfolio - High total return through a combination
- Service Class 2 of current income and capital appreciation FIDELITY MANAGEMENT &
RESEARCH COMPANY

Fidelity VIP High Income Portfolio - High level of current income, while
Service Class 2 also considering growth of capital

Fidelity VIP Mid Cap Portfolio - Long-term growth of capital
Service Class 2

Fidelity VIP Money Market Portfolio - As high a level of current income as is
Service Class 2 consistent with preservation of
capital and liquidity.

FRANKLIN TEMPLETON VARIABLE INSURANCE PRODUCTS TRUST

FTVIP Franklin Flex Cap Growth Securities Fund - Class 2 Capital appreciation
-----FRANKLIN ADVISERS, INC.

FTVIP Franklin High Income Securities Fund - Class 2/(2)/ High level of current income with
capital appreciation as a secondary goal

FTVIP Franklin Income Securities Fund - To maximize income while maintaining
Class 2 prospects for capital appreciation.

FTVIP Mutual Global Discovery Securities Fund - Class 2 Capital appreciation
FRANKLIN MUTUAL ADVISERS,
-----LLC

FTVIP Mutual Shares Securities Fund - Class 2 Capital appreciation with income as a
secondary goal

FTVIP Templeton Foreign Securities Fund - Class 2 Long-term capital growth.
COUNSEL, LLC TEMPLETON INVESTMENT

GOLDMAN SACHS VARIABLE INSURANCE TRUST

Goldman Sachs VIT Large Cap Value Fund Long-term capital appreciation

Goldman Sachs VIT Mid Cap Value Fund/(1)/ Long-term capital appreciation
GOLDMAN SACHS ASSET
-----MANAGEMENT, L.P.

Goldman Sachs VIT Structured Small Cap Equity Fund Long-term growth of capital

Goldman Sachs VIT Structured U.S. Equity Fund Long-term growth of capital and
dividend income

PIMCO VARIABLE INSURANCE TRUST

PIMCO VIT CommodityRealReturn(TM) Strategy Portfolio - Advisor Shares Seeks maximum real return, consistent
with prudent investment management

PIMCO VIT Emerging Markets Bond Portfolio - Advisor Shares Seeks maximum total return, consistent
with preservation of capital and prudent investment management PACIFIC INVESTMENT
MANAGEMENT COMPANY LLC

PIMCO VIT Real Return Portfolio - Advisor Shares Seeks maximum real return, consistent
with preservation of real capital and prudent investment management

PIMCO VIT Total Return Portfolio - Advisor Shares Seeks maximum total return, consistent
with preservation of capital and prudent investment management

PUTNAM VARIABLE TRUST

Putnam VT Equity Income Fund - Class IB Capital growth and current income.

Putnam VT George Putnam Balanced Fund - To provide a balanced investment
Class IB composed of a well diversified
portfolio of stocks and bonds, which
produce both capital growth and PUTNAM INVESTMENT
current income. MANAGEMENT, LLC

Putnam VT Growth and Income Fund - Capital growth and current income.
Class IB/(2)/

Putnam VT International Equity Fund - Capital appreciation.
Class IB

Putnam VT Investors Fund - Class IB/(5)/ Long-term growth of capital and any
increased income that results from
this growth.

Putnam VT Voyager Fund - Class IB Capital appreciation.

(1)Effective May 1, 2006, the Goldman Sachs VIT Mid Cap Value Sub-Account, Morgan Stanley VIS European Equity - Class Y Sub-Account and Morgan Stanley VIS Limited Duration - Class Y Sub-Account are no longer available for new investments. If you are currently invested in these Variable Sub-Accounts you may continue your investments. If, prior to May 1, 2006, you enrolled in one of our automatic transaction programs, such as automatic additions, portfolio rebalancing, or dollar cost averaging, we will continue to effect automatic transactions into the Variable Sub-Accounts in accordance with that program. Outside of these automatic transaction programs, additional allocations will not be allowed.

(2)Effective May 1, 2005, the Invesco Van Kampen V.I. Value Opportunities - Series II Sub-Account, the Invesco V.I. Capital Appreciation - Series II Sub-Account, the Invesco V.I. Mid Cap Core Equity - Series II Sub-Account, the AllianceBernstein VPS Growth and Income - Class B Sub-Account, the AllianceBernstein VPS Large Cap Growth - Class B Sub-Account, the FTVIP Franklin High Income Securities - Class 2 Sub-Account, the Morgan Stanley VIS High Yield - Class Y Sub-Account, the Morgan Stanley VIS Income Builder

- Class Y Sub-Account, the Morgan Stanley VIS Global Infrastructure - Class Y Sub-Account, the Putnam VT Growth and Income - Class IB Sub-Account and the UIF Emerging Markets Debt, Class II Sub-Account are no longer available for new investments. If you are currently invested in these Variable Sub-Accounts, you may continue your investment. If prior to May 1, 2005, you enrolled in one of our automatic transaction programs, such as automatic additions, portfolio rebalancing or dollar cost averaging, we will continue to effect automatic transactions to these Variable Sub-Accounts in accordance with that program. Outside of these automatic transaction programs, additional allocations will not be allowed.

(3)The investment objective(s) of each sub-account may be changed by the Board of Directors without shareholder approval.

(4)Effective May 1, 2006, the Invesco V.I. Core Equity - Series II Sub-Account is no longer available for new investments. If you are currently invested in the Invesco V.I. Core Equity - Series II Sub-Account you may continue your investment. If, prior to May 1, 2005, you enrolled in one of our automatic transaction programs, through the Invesco V.I. Premier Equity - Series II Sub-Account (the predecessor of the Invesco V.I. Core Equity - Series II Sub-Account), such as automatic additions, portfolio rebalancing, or dollar cost averaging, we will continue to effect automatic transactions into the Invesco V.I. Core Equity - Series II Sub-Account in accordance with that program. Outside of these automatic transaction programs, additional allocations will not be allowed.

(5)Effective May 1, 2004, the Putnam VT Investors Fund - Class IB Sub-Account is no longer available for new investments. If you are currently invested in this Variable Sub-Account, you may continue your investment. If prior to May 1, 2004, you enrolled in one of our automatic transaction programs, such as automatic additions, portfolio rebalancing or dollar cost averaging, we will continue to effect automatic transactions to the Variable Sub-Account in accordance with that program. Outside of these automatic transaction programs, additional allocations will not be allowed.

(6)Effective on or after April 30, 2012, the following Portfolios changed their names:

PREVIOUS NAME	NEW NAME
Invesco V.I. Basic Value - Series II	Invesco Van Kampen V.I. Value Opportunities - Series II
Invesco V.I. Dividend Growth - Series II	Invesco V.I. Diversified Dividend - Series II
Invesco Van Kampen V.I. Capital Growth - Series II	Invesco Van Kampen V.I. American Franchise - Series II
Invesco Van Kampen V.I. Global Value Equity Fund - Series II	Invesco V.I. Global Core Equity Fund - Series II
Invesco Van Kampen V.I. Mid Cap Value Portfolio - Series II	Invesco Van Kampen V.I. American Value Fund - Series II

Effective as of August 19, 2011, the Invesco Van Kampen V.I. Value Opportunities - Series II Sub-Account (formerly, the Invesco V.I. Basic Value

- Series II Sub-Account), was closed to all Contract Owners except those who have contract value invested in the Variable Sub-Account as of the closure date. Contract owners who have contract value invested in the Variable Sub-Account as of the closure date may continue to submit additional investments into the Variable Sub-Account thereafter, although they will not be permitted to invest in the Variable Sub-Account if they withdraw or otherwise transfer their entire contract value from the Variable Sub-Account following the closure date. Contract Owners who do not have contract value invested in the Variable Sub-Account as of the closure date will not be permitted to invest in the Variable Sub-Account thereafter.

Effective as of April 30, 2012, the Invesco Van Kampen V.I. American Franchise Fund - Series II (formerly, the Invesco Van Kampen V.I. Capital Growth Fund - Series II) acquired the Invesco V.I. Capital Appreciation Fund

- Series II.

AMOUNTS YOU ALLOCATE TO VARIABLE SUB-ACCOUNTS MAY GROW IN VALUE, DECLINE IN VALUE, OR GROW LESS THAN YOU EXPECT, DEPENDING ON THE INVESTMENT PERFORMANCE OF THE PORTFOLIOS IN WHICH THOSE VARIABLE SUB-ACCOUNTS INVEST. YOU BEAR THE INVESTMENT RISK THAT THE PORTFOLIOS MIGHT NOT MEET THEIR INVESTMENT OBJECTIVES. SHARES OF THE PORTFOLIOS ARE NOT DEPOSITS, OR OBLIGATIONS OF, OR GUARANTEED OR ENDORSED BY ANY BANK AND ARE NOT INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION, THE FEDERAL RESERVE BOARD OR ANY OTHER AGENCY.

VARIABLE INSURANCE PORTFOLIOS MIGHT NOT BE MANAGED BY THE SAME PORTFOLIO

MANAGERS WHO MANAGE RETAIL MUTUAL FUNDS WITH SIMILAR NAMES. THESE PORTFOLIOS ARE LIKELY TO DIFFER FROM SIMILARLY NAMED RETAIL MUTUAL FUNDS IN ASSETS, CASH

FLOW, AND TAX MATTERS. ACCORDINGLY, THE HOLDINGS AND INVESTMENT RESULTS OF A VARIABLE INSURANCE PORTFOLIO CAN BE EXPECTED TO BE HIGHER OR LOWER THAN THE INVESTMENT RESULTS OF A SIMILARLY NAMED RETAIL MUTUAL FUND.

TRUEBALANCE/SM/ ASSET ALLOCATION PROGRAM

THE TRUEBALANCE ASSET ALLOCATION PROGRAM ("TRUEBALANCE PROGRAM") IS NO LONGER OFFERED FOR NEW ENROLLMENTS. IF YOU ENROLLED IN THE TRUEBALANCE PROGRAM PRIOR TO JANUARY 31, 2008, YOU MAY REMAIN IN THE PROGRAM. IF YOU TERMINATE YOUR ENROLLMENT OR OTHERWISE TRANSFER YOUR CONTRACT VALUE OUT OF THE PROGRAM, YOU MAY NOT RE-ENROLL.

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

Asset allocation is the process by which your Contract Value is invested in different asset classes in a way that matches your risk tolerance, time horizon, and investment goals. Theoretically, different asset classes tend to behave differently under various economic and market conditions.

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By spreading your Contract Value across a range of asset classes, you may, over time, be able to reduce the risk of investment volatility and potentially enhance returns. Asset allocation does not guarantee a profit or protect against loss in a declining market.

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

Allstate Life does not intend to provide any personalized investment advice in connection with the TrueBalance program and you should not rely on this program as providing individualized investment recommendations to you.

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

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

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

We use the term "Transfer Period Account" to refer to each purchase payment allocation made to the DCA Fixed Account Option for a specified term length. At the expiration of a Transfer Period Account any remaining amounts in the Transfer Period Account will be transferred to the Variable Sub-Accounts according to the percentage allocation for the model portfolio you selected.

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

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

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

Unless you notify us otherwise, any purchase payments you make after electing the TrueBalance program will be allocated to your model portfolio and/or to the Fixed Account Options according to your most recent

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

THE FOLLOWING APPLIES TO TRUEBALANCE MODEL PORTFOLIOS SELECTED WITH THE TRUERETURN OPTION OR A WITHDRAWAL BENEFIT OPTION:

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

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

THE FOLLOWING APPLIES TO TRUEBALANCE MODEL PORTFOLIOS SELECTED WITHOUT THE TRUERETURN OPTION OR A WITHDRAWAL BENEFIT OPTION:

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

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

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

INVESTMENT ALTERNATIVES: THE FIXED ACCOUNT OPTIONS

You may allocate all or a portion of your purchase payments to the Fixed Account Options. The Fixed Account Options we offer include the DOLLAR COST AVERAGING FIXED ACCOUNT OPTION, the STANDARD FIXED ACCOUNT OPTION, and the MARKET VALUE ADJUSTED FIXED ACCOUNT OPTION. We may offer additional Fixed Account Options in the future. Some Options are not available in all states. In addition, Allstate Life may limit the availability of some Fixed Account Options. Please consult with your representative for current information. The Fixed Account supports our insurance and annuity obligations. The Fixed Account consists of our general assets other than those in segregated asset accounts. We have sole discretion to invest the assets of the Fixed Account, subject to applicable law. Any money you allocate to the Fixed Account does not entitle you to share in the investment experience of the Fixed Account.

DOLLAR COST AVERAGING FIXED ACCOUNT OPTION

The Dollar Cost Averaging Fixed Account Option ("DCA Fixed Account Option") is one of the investment alternatives that you can use to establish a Dollar Cost Averaging Program, as described on page 53.

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

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

Your purchase payments will earn interest while in the DCA Fixed Account Option at the interest rate in effect at the time of the allocation, depending on the term length chosen for the Transfer Period Account and the type of Contract you have. The interest rates may also differ from those available for other Fixed Account Options. The minimum interest rate associated with the DCA Fixed Account Option is based upon state requirements and the date an application to purchase a Contract is signed. This minimum interest rate will not change after Contract issue.

You must transfer all of your money, plus accumulated interest, out of a Transfer Period Account to other investment alternatives in equal monthly installments during the term of the Transfer Period Account. We reserve the right to restrict the investment alternatives available for transfers from any Transfer Period Account. You may not transfer money from the Transfer Period Accounts to any of the Fixed Account Options available under your Contract. The first transfer will occur on the next Valuation Date after you establish a Transfer Period Account. If we do not receive an allocation instruction from you when we receive the purchase payment, we will transfer each installment to the Morgan Stanley VIS Money Market - Class Y Sub-Account until we receive a different allocation instruction. At the expiration of a Transfer Period Account any remaining amounts in the Transfer Period Account will be transferred to the Morgan Stanley VIS Money Market - Class Y Sub-Account unless you request a different investment alternative. Transferring Contract Value to the Morgan Stanley VIS Money Market - Class Y Sub-Account in this manner may not be consistent with the theory of dollar cost averaging described on page 53.

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

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

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

The DCA Fixed Account Option may not be available in your state. Please check with your Morgan Stanley Financial Advisor for availability.

STANDARD FIXED ACCOUNT OPTION

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

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

Period Account with the next shortest term currently offered. If you have not made a prior allocation to a Guarantee Period Account, then we will allocate the purchase payment or transfer to a new Standard Fixed Guarantee Period Account of the shortest Standard Fixed Guarantee Period we are offering at that time.

Some Standard Fixed Guarantee Periods are not available in all states. Please check with your Morgan Stanley Financial Advisor for availability.

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

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

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

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

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

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

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

The money in the Standard Fixed Guarantee Period Account will earn interest at the declared renewal rate from the renewal date until the date we receive notification of your election. If we receive notification of your election to make a transfer or withdrawal from a renewing Standard Fixed Guarantee Period Account on or before the renewal date, the transfer or withdrawal will be deemed to have occurred on the renewal date. If we receive notification of your election to make a transfer or withdrawal from the renewing Standard Fixed Guarantee Period Account after the renewal date, but before the expiration of the 30-Day Window, the

transfer or withdrawal will be deemed to have occurred on the day we receive such notice. Any remaining balance not withdrawn or transferred from the renewing Standard Fixed Guarantee Period Account will continue to earn interest until the next renewal date at the declared renewal rate. If we do not receive notification from you within the 30-Day Window, we will assume that you have elected to renew the Standard Fixed Guarantee Period Account and the amount in the renewing Standard Fixed Guarantee Period Account will continue to earn interest at the declared renewal rate until the next renewal date, and will be subject to all restrictions of the Standard Fixed Account Option.

The Standard Fixed Account Option currently is not available with the Allstate Variable Annuity - L Share Contract.

MARKET VALUE ADJUSTED FIXED ACCOUNT OPTION

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

At the time you allocate a purchase payment or transfer amount to the Market Value Adjusted Fixed Account Option, you must select the Guarantee Period for that

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

The amount you allocate to a Market Value Adjusted Fixed Guarantee Period Account will earn interest at the interest rate in effect for that Market Value Adjusted Fixed Guarantee Period at the time of the allocation. Interest rates may differ depending on the type of Contract you have and may also differ from those available for other Fixed Account Options.

Withdrawals and transfers from a Market Value Adjusted Fixed Guarantee Period Account may be subject to a Market Value Adjustment. A Market Value Adjustment may also apply to amounts in the Market Value Adjusted Fixed Account Option if we pay Death Proceeds or if the Payout Start Date begins on a day other than during the 30-day period after such Market Value Adjusted Fixed Guarantee Period Account expires ("30-Day MVA Window"). We will not make a Market Value Adjustment if you make a transfer or withdrawal during the 30-Day MVA Window.

We apply a Market Value Adjustment to reflect changes in interest rates from the time you first allocate money to a Market Value Adjusted Fixed Guarantee Period Account to the time the money is taken out of that Market Value Adjusted Fixed Guarantee Period Account under the circumstances described above. We use the U.S. Treasury Note Constant Maturity Yield as reported in Federal Reserve Board Statistical Release H.15 ("TREASURY RATE") to calculate the Market Value Adjustment. We do so by comparing the Treasury Rate for a maturity equal to the Market Value Adjusted Fixed Guarantee Period at the time the Market Value Adjusted Fixed Guarantee Period Account is established with the Treasury Rate for the same maturity at the time the money is taken from the Market Value Adjusted Fixed Guarantee Period Account.

The Market Value Adjustment may be positive or negative, depending on changes in interest rates. As such, you bear the investment risk associated with changes in interest rates. If interest rates have increased since the establishment of a Market Value Adjusted Fixed Guarantee Period Account, the Market Value Adjustment, together with any applicable withdrawal charges, premium taxes, and income tax withholdings could reduce the amount you receive upon full withdrawal from a Market Value Adjusted Fixed Guarantee Period Account to an amount less than the purchase payment used to establish that Market Value Adjusted Fixed Guarantee Period Account.

Generally, if at the time you establish a Market Value Adjusted Fixed Guarantee Period Account, the Treasury Rate for a maturity equal to that Market Value Adjusted Fixed Guarantee Period is higher than the applicable Treasury Rate at the time money is to be taken from the Market Value Adjusted Fixed Guarantee Period Account, the Market Value Adjustment will be positive. Conversely, if at the time you establish a Market Value Adjusted Fixed Guarantee Period Account, the applicable Treasury Rate is lower than the applicable Treasury Rate at the time the money is to be taken from the Market Value Adjusted Fixed Guarantee Period Account, the Market Value Adjustment will be negative.

For example, assume that you purchase a Contract and allocate part of the initial purchase payment to the Market Value Adjusted Fixed Account Option to establish a 5-year Market Value Adjusted Fixed Guarantee Period Account. Assume that the 5-year Treasury Rate at that time is 4.50%. Next, assume that at the end of the 3rd year, you withdraw money from the Market Value Adjusted Fixed Guarantee Period Account. If, at that time, the 5-year Treasury Rate is 4.20%, then the Market Value Adjustment will be positive. Conversely, if the 5-year Treasury Rate at that time is 4.80%, then the Market Value Adjustment will be negative.

The formula used to calculate the Market Value Adjustment and numerical examples illustrating its application are shown in Appendix B of this prospectus.

At the end of a Market Value Adjusted Fixed Guarantee Period, the Market Value Adjusted Fixed Guarantee Period Account expires and we will automatically transfer the money from such Guarantee Period Account to establish a new Market Value Adjusted Fixed Guarantee Period Account with the same Market Value Adjusted Fixed Guarantee Period, unless you notify us otherwise. The new Market Value Adjusted Fixed

Guarantee Period Account will be established as of the day immediately following the expiration date of the expiring Market Value Adjusted Guarantee Period Account ("New Account Start Date.") If the Market Value Adjusted Fixed Guarantee Period is no longer being offered, we will establish a new Market Value Adjusted Fixed Guarantee Period Account with the next shortest Market Value Adjusted Fixed Guarantee Period available. Prior to the expiration date, we will send you a notice, which will outline the options available to you. During the 30-Day MVA Window a Market Value Adjustment will not be applied to transfers and withdrawals from the expiring Market Value Adjusted Fixed Guarantee Period Account and you may elect to:

- . transfer all or part of the money from the Market Value Adjusted Fixed Guarantee Period Account to establish a new Guarantee Period Account within the Standard Fixed Account Option or the Market Value Adjusted Fixed Account Option, if available; or
- . transfer all or part of the money from the Market Value Adjusted Fixed Guarantee Period Account to other investment alternatives available at the time; or
- . withdraw all or part of the money from the Market Value Adjusted Fixed Guarantee Period Account. Withdrawal charges and taxes may apply.

The money in the Market Value Adjusted Fixed Guarantee Period Account will earn interest at the interest rate declared for the new Market Value Adjusted Fixed Guarantee Period Account from the New Account Start Date until the date we receive notification of your election. If we receive notification of your election to make a transfer or withdrawal from an expiring Market Value Adjusted Fixed Guarantee Period Account on or before the New Account Start Date, the transfer or withdrawal will be deemed to have occurred on the New Account Start Date. If we receive notification of your election to make a transfer or withdrawal from the expiring Market Value Adjusted Fixed Guarantee Period Account after the New Account Start Date, but before the expiration of the 30-Day MVA Window, the transfer or withdrawal will be deemed to have occurred on the day we receive such notice. Any remaining balance not withdrawn or transferred will earn interest for the term of the new Market Value Adjusted Fixed Guarantee Period Account, at the interest rate declared for such Account. If we do not receive notification from you within the 30-Day Window, we will assume that you have elected to transfer the amount in the expiring Market Value Adjusted Fixed Guarantee Period Account to establish a new Market Value Adjusted Fixed Guarantee Period Account with the same Market Value Adjusted Fixed Guarantee Period, and the amount in the new Market Value Adjusted Fixed Guarantee Period Account will continue to earn interest at the interest rate declared for the new Market Value Adjusted Fixed Guarantee Period Account, and will be subject to all restrictions of the Market Value Adjusted Fixed Account Option. If we no longer offer that Market Value Adjusted Fixed Guarantee Period, the Market Value Adjusted Fixed Guarantee Period for the new Market Value Adjusted Fixed Guarantee Period Account will be the next shortest term length we offer for the Market Value Adjusted Fixed Account Option at that time, and the interest rate will be the rate declared by us at that time for such term.

INVESTMENT ALTERNATIVES: TRANSFERS

TRANSFERS DURING THE ACCUMULATION PHASE

During the Accumulation Phase, you may transfer Contract Value among the investment alternatives. You may not transfer Contract Value to the DCA Fixed Account Option or add to an existing Transfer Period Account. You may request transfers in writing on a form that we provided or by telephone according to the procedure described below.

You may make up to 12 transfers per Contract Year without charge. A transfer fee equal to 1.00% of the amount transferred applies to each transfer after the 12th transfer in any Contract Year. This fee may be changed, but in no event will it exceed 2.00% of the amount transferred. Multiple transfers on a single Valuation Date are considered a single transfer for purposes of assessing the transfer fee. If you added the TrueReturn Option or a Withdrawal Benefit Option to your Contract, certain restrictions on transfers apply. See the "TrueReturn/SM/ Accumulation Benefit Option" and "Withdrawal Benefit Options" sections of this prospectus for more information.

The minimum amount that you may transfer from the Standard Fixed Account Option, Market Value Adjusted Fixed Account Option or a Variable Sub-Account is \$100 or the total remaining balance in the Standard Fixed Account Option, Market Value Adjusted Fixed Account Option or the Variable Sub-Account, if less. These limitations do not apply to the DCA Fixed Account Option. The total amount that you may transfer or withdraw from a Standard Fixed Guarantee Period Account in a Contract Year is 30% of the amount used to establish that Guarantee Period Account. See "Standard Fixed Account Option". The minimum amount that can be transferred to the Standard Fixed Account Option and the Market Value Adjusted Fixed Account Option is \$100.

We will process transfer requests that we receive before 3:00 p.m. Central Time on any Valuation Date using the Accumulation Unit Values for that Date. We will process requests completed after 3:00 p.m. on any Valuation Date using the Accumulation Unit Values for the next Valuation Date. The Contract permits us to defer

transfers from the Fixed Account Options for up to 6 months from the date we receive your request. If we decide to postpone transfers from any Fixed Account Option for 30 days or more, we will pay interest as required by applicable law. Any interest would be payable from the date we receive the transfer request to the date we make the transfer.

We reserve the right to waive any transfer restrictions.

TRANSFERS DURING THE PAYOUT PHASE

During the Payout Phase, you may make transfers among the Variable Sub-Accounts so as to change the relative weighting of the Variable Sub-Accounts on which your variable income payments will be based. You may make up to 12 transfers per Contract Year within each Income Plan. You may not convert any portion of your fixed income payments into variable income payments. You may not make transfers among Income Plans. You may make transfers from the variable income payments to the fixed income payments to increase the proportion of your income payments consisting of fixed income payments, unless you have selected the Income Protection Benefit Option.

TELEPHONE OR ELECTRONIC TRANSFERS

You may make transfers by telephone by calling 1-800-457-7617. The cut-off time for telephone transfer requests is 3:00 p.m. Central Time. In the event that the New York Stock Exchange closes early, i.e., before 3:00 p.m. Central Time, or in the event that the Exchange closes early for a period of time but then reopens for trading on the same day, we will process telephone transfer requests as of the close of the Exchange on that particular day. We will not accept telephone requests received from you at any telephone number other than the number that appears in this paragraph or received after the close of trading on the Exchange. If you own the Contract with a joint Contract Owner, unless we receive contrary instructions, we will accept instructions from either you or the other Contract Owner.

We may suspend, modify or terminate the telephone transfer privilege, as well as any other electronic or automated means we previously approved, at any time without notice.

We use procedures that we believe provide reasonable assurance that the telephone transfers are genuine. For example, we tape telephone conversations with persons purporting to authorize transfers and request identifying information. Accordingly, we disclaim any liability for losses resulting from allegedly unauthorized telephone transfers. However, if we do not take reasonable steps to help ensure that a telephone authorization is valid, we may be liable for such losses.

MARKET TIMING & EXCESSIVE TRADING

The Contracts are intended for long-term investment. Market timing and excessive trading can potentially dilute the value of Variable Sub-Accounts and can disrupt management of a Portfolio and raise its expenses, which can impair Portfolio performance and adversely affect your Contract Value. Our policy is not to accept knowingly any money intended for the purpose of market timing or excessive trading. Accordingly, you should not invest in the Contract if your purpose is to engage in market timing or excessive trading, and you should refrain from such practices if you currently own a Contract.

We seek to detect market timing or excessive trading activity by reviewing trading activities. Portfolios also may report suspected market-timing or excessive trading activity to us. If, in our judgment, we determine that the transfers are part of a market timing strategy or are otherwise harmful to the underlying Portfolio, we will impose the trading limitations as described below under "Trading Limitations." Because there is no universally accepted definition of what constitutes market timing or excessive trading, we will use our reasonable judgment based on all of the circumstances.

While we seek to deter market timing and excessive trading in Variable Sub-Accounts, because our procedures involve the exercise of reasonable judgment, we may not identify or prevent some market timing or excessive trading. Moreover, imposition of trading limitations is triggered by the detection of market timing or excessive trading activity, and the trading limitations are not applied prior to detection of such trading activity. Therefore, our policies and procedures do not prevent such trading activity before it is detected. As a result, some investors may be able to engage in market timing and excessive trading, while others are prohibited, and the Portfolio may experience the adverse effects of market timing and excessive trading described above.

TRADING LIMITATIONS

We reserve the right to limit transfers among the investment alternatives in any Contract year, require that all future transfer requests be submitted through U.S. Postal Service First Class Mail thereby refusing to accept transfer requests via telephone, facsimile, Internet, or overnight delivery, or to refuse any transfer request, if:

. we believe, in our sole discretion, that certain trading practices, such as excessive trading, by, or on behalf of, one or more Contract Owners, or a specific transfer request or group of transfer requests, may have a detrimental effect on the Accumulation Unit Values of any Variable Sub-Account or on the share prices of the corresponding Portfolio or otherwise would be to the disadvantage of other Contract Owners; or

. we are informed by one or more of the Portfolios that they intend to restrict the purchase, exchange, or redemption of Portfolio shares because of excessive trading or because they believe that a specific transfer or group of transfers would have a detrimental effect on the prices of Portfolio shares.

In making the determination that trading activity constitutes market timing or excessive trading, we will consider, among other things:

- . the total dollar amount being transferred, both in the aggregate and in the transfer request;
- . the number of transfers you make over a period of time and/or the period of time between transfers (note: one set of transfers to and from a Variable Sub-Account in a short period of time can constitute market timing);
- . whether your transfers follow a pattern that appears designed to take advantage of short term market fluctuations, particularly within certain Variable Sub-Account underlying Portfolios that we have identified as being susceptible to market timing activities (e.g., International, High Yield, and Small Cap Variable Sub-Accounts);
- . whether the manager of the underlying Portfolio has indicated that the transfers interfere with Portfolio management or otherwise adversely impact the Portfolio; and
- . the investment objectives and/or size of the Variable Sub-Account underlying Portfolio.

We seek to apply these trading limitations uniformly. However, because these determinations involve the exercise of discretion, it is possible that we may not detect some market timing or excessive trading activity. As a result, it is possible that some investors may be able to engage in market timing or excessive trading activity, while others are prohibited, and the Portfolio may experience the adverse effects of market timing and excessive trading described above.

If we determine that a Contract Owner has engaged in market timing or excessive trading activity, we will require that all future transfer requests be submitted through U.S. Postal Service First Class Mail thereby refusing to accept transfer requests via telephone, facsimile, Internet, or overnight delivery. If we determine that a Contract Owner continues to engage in a pattern of market timing or excessive trading activity we will restrict that Contract Owner from making future additions or transfers into the impacted Variable Sub-Account(s) or will restrict that Contract Owner from making future additions or transfers into the class of Variable Sub-Account(s) if the Variable Sub-Account(s) involved are vulnerable to arbitrage market timing trading activity (e.g., International, High Yield, and Small Cap Variable Sub-Accounts).

In our sole discretion, we may revise our Trading Limitations at any time as necessary to better deter or minimize market timing and excessive trading or to comply with regulatory requirements.

SHORT TERM TRADING FEES

The underlying Portfolios are authorized by SEC regulation to adopt and impose redemption fees if a Portfolio's Board of Directors determines that such fees are necessary to minimize or eliminate short-term transfer activity that can reduce or dilute the value of outstanding shares issued by the Portfolio. The Portfolio will set the parameters relating to the redemption fee and such parameters may vary by Portfolio. If a Portfolio elects to adopt and charge redemption fees, these fees will be passed on to the Contract Owner(s) responsible for the short-term transfer activity generating the fee.

We will administer and collect redemption fees in connection with transfers between the Variable Sub-Accounts and forward these fees to the Portfolio. Please consult the Portfolio's prospectus for more complete information regarding the fees and charges associated with each Portfolio.

DOLLAR COST AVERAGING PROGRAM

Through our Dollar Cost Averaging Program, you may automatically transfer a fixed dollar amount on a regular basis from any Variable Sub-Account or any Fixed Account Option to any of the other Variable Sub-Accounts. You may not use the Dollar Cost Averaging Program to transfer amounts to the Fixed Account Options. This program is available only during the Accumulation Phase.

We will not charge a transfer fee for transfers made under this Program, nor will such transfers count against the 12 transfers you can make each Contract Year without paying a transfer fee.

The theory of dollar cost averaging is that if purchases of equal dollar amounts are made at fluctuating prices, the aggregate average cost per unit will be less than the average of the unit prices on the same purchase dates. However, participation in this Program does not assure you of a greater profit from your purchases under the Program nor will it prevent or necessarily reduce losses in a declining market. Call or write us for instructions on how to enroll.

AUTOMATIC PORTFOLIO REBALANCING PROGRAM

Once you have allocated your money among the Variable Sub-Accounts, the performance of each Sub-Account may cause a shift in the percentage you allocated to each Sub-Account. If you select our Automatic Portfolio Rebalancing Program, we will automatically rebalance the Contract Value in each Variable Sub-Account and return it to the desired percentage allocations. Money you allocate to the Fixed Account will not be included in the rebalancing.

We will rebalance your account quarterly, semi-annually, or annually. We will measure these periods according to your instructions. We will transfer amounts among the Variable Sub-Accounts to achieve the percentage allocations you specify. You can change your allocations at any time by contacting us in writing or by telephone. The new allocation will be effective with the first rebalancing that occurs after we receive your written or

telephone request. We are not responsible for rebalancing that occurs prior to receipt of proper notice of your request.

Example:

Assume that you want your initial purchase payment split among 2 Variable Sub-Accounts. You want 40% to be in the Morgan Stanley VIS Income Plus - Class Y Sub-Account and 60% to be in the Invesco Van Kampen V.I. Mid Cap Growth, Class II Sub-Account. Over the next 2 months the bond market does very well while the stock market performs poorly. At the end of the first quarter, the Morgan Stanley VIS Income Plus - Class Y Sub-Account now represents 50% of your holdings because of its increase in value. If you choose to have your holdings in a Contract or Contracts rebalanced quarterly, on the first day of the next quarter we would sell some of your units in the Morgan Stanley VIS Income Plus - Class Y Sub-Account for the appropriate Contract(s) and use the money to buy more units in the Invesco Van Kampen V.I. Mid Cap Growth, Class II Sub-Account so that the percentage allocations would again be 40% and 60% respectively.

The transfers made under the program do not count towards the 12 transfers you can make without paying a transfer fee, and are not subject to a transfer fee.

Portfolio rebalancing is consistent with maintaining your allocation of investments among market segments, although it is accomplished by reducing your Contract Value allocated to the Variable Sub-Accounts that performed better during the previous time period.

EXPENSES

As a Contract Owner, you will bear, directly or indirectly, the charges and expenses described below.

CONTRACT MAINTENANCE CHARGE

During the Accumulation Phase, on each Contract Anniversary, we will deduct a \$30 contract maintenance charge from your assets invested in the Morgan Stanley VIS Money Market Variable Sub-Account. If there are insufficient assets in that Variable Sub-Account, we will deduct the balance of the charge proportionally from the other Variable Sub-Accounts. We also will deduct this charge if you withdraw your entire Contract Value, unless your Contract qualifies for a waiver. During the Payout Phase, we will deduct the charge proportionately from each income payment.

The charge is to compensate us for the cost of administering the Contracts and the Variable Account. Maintenance costs include expenses we incur in billing and collecting purchase payments; keeping records; processing death claims, cash withdrawals, and policy changes; proxy statements; calculating Accumulation Unit Values and income payments; and issuing reports to Contract Owners and regulatory agencies. We cannot increase the charge. We will waive this charge:

- . for the remaining term of the Contract once your total purchase payments to the Contract equal \$50,000 or more; or
- . for a Contract Anniversary, if on that date, your entire Contract Value is allocated to the Fixed Account Options, or after the Payout Start Date, if all income payments are fixed income payments.

We reserve the right to waive this charge for all Contracts.

ADMINISTRATIVE EXPENSE CHARGE

For Contracts issued before January 1, 2005 and for Contracts issued on or after October 17, 2005, we deduct an administrative expense charge at an annual rate of 0.19% of the average daily net assets you have invested in the Variable Sub-Accounts. For Contracts issued on or after January 1, 2005 and prior to October 17, 2005, we deduct an administrative expense charge at an annual rate of 0.30% of the average daily net assets you have invested in the Variable Sub-Accounts. Effective October 17, 2005 and thereafter, the administrative expense charge we deduct for such Contracts is at an annual rate of 0.19% of the average daily net assets you have invested in the Variable Sub-Accounts. We intend this charge to cover actual administrative expenses that exceed the revenues from the contract maintenance charge. There is no necessary relationship between the amount of administrative charge imposed on a given Contract and the amount of expenses that may be attributed to that Contract. We assess this charge each day during the Accumulation Phase and the Payout Phase. We may increase this charge for Contracts issued in the future, but in no event will it exceed 0.35%. We guarantee that after your Contract is issued we will not increase this charge for your Contract.

MORTALITY AND EXPENSE RISK CHARGE

We deduct a mortality and expense risk charge daily from the net assets you have invested in the Variable Sub-Accounts. We assess mortality and expense risk charges during the Accumulation and Payout Phases of the Contract, except as noted below. The annual mortality and expense risk charge for the Contracts without any optional benefit are as follows:

ALLSTATE VARIABLE ANNUITY	1.10%

ALLSTATE VARIABLE ANNUITY - L SHARE	1.50%

The mortality and expense risk charge is for all the insurance benefits available with your Contract (including our guarantee of annuity rates and the death benefits), for certain expenses of the Contract, and for



assuming the risk (expense risk) that the current charges will not be sufficient in the future to cover the cost of administering the Contract. If the charges under the Contract are not sufficient, then we will bear the loss. We charge an additional amount for the optional benefits to compensate us for the additional risk that we accept by providing these options.

You will pay additional mortality and expense risk charges if you add any optional benefits to your Contract. The additional mortality and expense risk charge you pay will depend upon which of the options you select:

. **MAV Death Benefit Option:** The current mortality and expense risk charge for this option is 0.20%. This charge may be increased, but will never exceed 0.30%. We guarantee that we will not increase the mortality and expense risk charge for this option after you have added it to your Contract. We deduct the charge for this option only during the Accumulation Phase.

. **Enhanced Beneficiary Protection (Annual Increase) Option:** The current mortality and expense risk charge for this option is 0.30%. This charge will never exceed 0.30%. We guarantee that we will not increase the mortality and expense risk charge for this option after you have added it to your Contract. We deduct the charge for this option only during the Accumulation Phase.

. **Earnings Protection Death Benefit Option:** The current mortality and expense risk charge for this option is:

. 0.25% (maximum of 0.35%) if the oldest Contract Owner and oldest Annuitant are age 70 or younger on the Rider Application Date;

. 0.40% (maximum of 0.50%) if the oldest Contract Owner or oldest Annuitant is age 71 or older and both are age 79 or younger on the Rider Application Date.

The charges may be increased but they will never exceed the maximum charges shown above. We guarantee that we will not increase the mortality and expense risk charge for this option after you have added it to your Contract. However, if your spouse elects to continue the Contract in the event of your death and if he or she elects to continue the Earnings Protection Death Benefit Option, the charge will be based on the ages of the oldest new Contract Owner and the oldest Annuitant at the time the Contract is continued. Refer to the Death Benefit Payments provision in this prospectus for more information. We deduct the charge for this option only during the Accumulation Phase.

. **Income Protection Benefit Option:** The current mortality and expense risk charge for this option is 0.50%. This charge may be increased, but will never exceed 0.75%. We guarantee that we will not increase the mortality and expense risk charge for this option after you have added it to your Contract. The charge will be deducted only during the Payout Phase.

TRUERETURN/SM/ ACCUMULATION BENEFIT OPTION FEE

We charge a separate annual Rider Fee for the TrueReturn Option. The current annual Rider Fee is 0.50% of the Benefit Base. We deduct the Rider Fee on each Contract Anniversary during the Rider Period or until you terminate the Option, if earlier. We reserve the right to increase the Rider Fee to up to 1.25%. We currently charge the same Rider Fee regardless of the Rider Period and Guarantee Option you select, however we reserve the right to charge different fees for different Rider Periods and Guarantee Options in the future. However, once we issue your Option, we cannot change the Rider Fee that applies to your Contract. If you elect to exercise the Rider Trade-In Option, the new Rider Fee will be based on the Rider Fee percentage applicable to a new TrueReturn Option at the time of trade-in.

The Rider Fee is deducted only from the Variable Sub-Account(s) on a pro rata basis in the proportion that your value in each Variable Sub-Account bears to your total value in all Variable Sub-Accounts. Rider Fees will decrease the number of Accumulation Units in each Variable Sub-Account. If you terminate this Option prior to the Rider Maturity Date on a date other than a Contract Anniversary, we will deduct an entire Rider Fee from your Contract Value on the date the Option is terminated. However, if the Option is terminated due to death of the Contract Owner or Annuitant, we will not charge a Rider Fee unless the date we receive a Complete Request for Settlement of the Death Proceeds is also a Contract Anniversary. If the Option is terminated on the Payout Start Date, we will not charge a Rider Fee unless the Payout Start Date is also a Contract Anniversary. Additionally, if you elect to exercise the Rider Trade-In Option and cancel the Option on a date other than a Contract Anniversary, we will not deduct a Rider Fee on the date the Option is terminated. Refer to the "TrueReturn/SM/ Accumulation Benefit Option" section of this prospectus for more information.

SPOUSAL PROTECTION BENEFIT(CO-ANNUITANT) OPTION FEE AND SPOUSAL PROTECTION BENEFIT(CO-ANNUITANT) OPTION FOR CUSTODIAL INDIVIDUAL RETIREMENT ACCOUNTS FEE We charge a separate annual Rider Fee for both the Spousal Protection Benefit (Co-Annuitant) Option and Spousal Protection Benefit (Co-Annuitant) Option for Custodial Individual Retirement Accounts. The current annual Rider Fee is 0.10% of the Contract Value for either Option. This applies to all new Options added on or after January 1, 2005. For Options added prior to January 1, 2005, there is no charge associated with the

Options. We deduct the Rider Fee on each Contract Anniversary up to and including the date you terminate the Option. We reserve the right to increase the annual Rider Fee to up to 0.15% of the Contract Value. We reserve the right to charge different Rider Fees for new Spousal Protection Benefit (Co-Annuitant) Options and/or new Spousal Protection Benefit (Co-Annuitant) Options for Custodial Individual Retirement Accounts we offer in the future. Once we issue your Option, we cannot change the Rider Fee that applies to your Contract.

The Rider Fee is deducted only from the Variable Sub-Account(s) on a pro-rata basis in the proportion that your value in each Variable Sub-Account bears to your total value in all Variable Sub-Accounts. Rider Fees will decrease the number of Accumulation Units in each Variable Sub-Account. If, at the time the Rider Fee is deducted, the Rider Fee exceeds the total value in all Variable Sub-Accounts, the excess of the Rider Fee over the total value in all Variable Sub-Accounts will be waived.

The first Rider Fee will be deducted on the first Contract Anniversary following the Rider Date. A Rider Fee will be deducted on each subsequent Contract Anniversary up to and including the date the Option is terminated. We will not charge a Rider Fee on the date the Option is terminated, on a date other than the Contract Anniversary, if the Option is terminated on the Payout Start Date or due to death of the Contract Owner or Annuitant.

For the first Contract Anniversary following the Rider Date, the Rider Fee is equal to the number of months from the Rider Date to the first Contract Anniversary, divided by twelve, multiplied by 0.10%, with the result multiplied by the Contract Value as of the first Contract Anniversary. For subsequent Contract Anniversaries, the Rider Fee is equal to 0.10% multiplied by the Contract Value as of that Contract Anniversary. If you terminate this Option on a date other than a Contract Anniversary, we will deduct a Rider Fee. The Rider Fee will be pro-rated to cover the period from the last Contract Anniversary to the date of termination, or if you terminate this Option during the first Benefit Year, from the Rider Date to the date of termination. The pro-rated Rider Fee will be equal to the number of full months from the Contract Anniversary to the date of termination, or if you terminate this Option during the first Contract Year after adding the Option, the number of full months from the Rider Date to the date of termination, divided by twelve, multiplied by 0.10%, with the result multiplied by the Contract Value immediately prior to the termination.

RETIREMENT INCOME GUARANTEE OPTION FEE

We discontinued offering the Retirement Income Guarantee Options as of January 1, 2004 (up to May 1, 2004 in certain states). Fees described below apply to Contract Owners who selected an Option prior to January 1, 2004 (up to May 1, 2004 in certain states). We impose a separate annual Rider Fee for RIG 1 and RIG 2. The current annual Rider Fee for RIG 1 is 0.40% of the Income Base on each Contract Anniversary. The current annual Rider Fee for RIG 2 is 0.55% of the Income Base on each Contract Anniversary. See "Retirement Income Guarantee Options" for details.

We deduct the Rider Fees only from the Variable Sub-Account(s) on a pro-rata basis. For the initial Contract Anniversary after the Rider Date, we will deduct a fee pro rated to cover the period from the Rider Date to the Contract Anniversary. In the case of a full withdrawal of the Contract Value on any date other than the Contract Anniversary, we will deduct from the amount paid upon withdrawal the Rider Fee multiplied by the appropriate Income Base immediately prior to the withdrawal pro rated to cover the period the Option was in effect during the current Contract Year. We will not deduct the Rider Fee during the Payout Phase.

WITHDRAWAL BENEFIT OPTION FEE

Effective May 1, 2006, we ceased offering the SureIncome Option except in a limited number of states. We charge separate annual Rider Fees for each of the SureIncome Option (the "SUREINCOME OPTION FEE"), the SureIncome Plus Option (the "SUREINCOME PLUS OPTION FEE"), and the SureIncome For Life Option (the "SUREINCOME FOR LIFE OPTION FEE"). Collectively, we refer to the SureIncome Option Fee, the SureIncome Plus Option Fee and the SureIncome For Life Option

Fee as the "WITHDRAWAL BENEFIT OPTION FEES". "WITHDRAWAL BENEFIT OPTION FEE" is

used to refer to any one of the Withdrawal Benefit Option Fees.

The current annual SureIncome Option Fee is 0.50% of the Benefit Base. The current annual SureIncome Plus Option Fee and the current annual SureIncome For Life Option Fee are each 0.65% of the Benefit Base. We reserve the right to increase any Withdrawal Benefit Option Fee to up to 1.25% of the Benefit Base. We reserve the right to charge a different Withdrawal Benefit Option Fee for different Withdrawal Benefit Factors or Withdrawal Benefit Options we may offer in the future. Once we issue your Withdrawal Benefit Option, we cannot change the Withdrawal Benefit Option Fee that applies to your Contract. If applicable, if you elect to exercise the Rider Trade-In Option, the new Withdrawal Benefit Option Fee will be based on the Withdrawal Benefit Option Fee percentage applicable to a new Withdrawal Benefit Option available at the time of trade-in.

We deduct the Withdrawal Benefit Option Fees on each Contract Anniversary up to and including the date you terminate the Option. The Withdrawal Benefit Option Fees are deducted only from the Variable Sub-Account(s) on a pro-rata basis in the proportion that your Contract Value in each Variable Sub-Account bears to your total Contract Value in all Variable Sub-Accounts. The Withdrawal Benefit Option Fee will decrease the number of Accumulation Units in each Variable

Sub-Account. If, at the time the Withdrawal Benefit Option Fee is deducted, the Withdrawal Benefit Option Fee exceeds the total Contract Value in all Variable Sub-Accounts, the excess of the Withdrawal Benefit Option Fee over the total Contract Value in all Variable Sub-Accounts will be waived.

The first Withdrawal Benefit Option Fee will be deducted on the first Contract Anniversary following the Rider Date. A Withdrawal Benefit Option Fee will be deducted on each subsequent Contract Anniversary up to and including the date the Withdrawal Benefit Option is terminated.

For the first Contract Anniversary following the Rider Date, the SureIncome Option Fee is equal to the number of full months from the Rider Date to the first Contract Anniversary, divided by twelve, multiplied by 0.50%, with the result multiplied by the Benefit Base on the first Contract Anniversary. For subsequent Contract Anniversaries, the SureIncome Option Fee is equal to 0.50% multiplied by the Benefit Base as of that Contract Anniversary.

For the first Contract Anniversary following the Rider Date, the SureIncome Plus Option Fee and the SureIncome For Life Option Fee are each equal to the number of full months from the Rider Date to the first Contract Anniversary, divided by twelve, multiplied by 0.65%, with the result multiplied by the Benefit Base on the first Contract Anniversary increased by purchase payments and decreased by withdrawals, but prior to the Benefit Base being recalculated based on the Contract Value. For subsequent Contract Anniversaries, the SureIncome Plus Option Fee and the SureIncome For Life Option Rider Fee are each equal to 0.65% multiplied by the Benefit Base on that Contract Anniversary increased by purchase payments and decreased by withdrawals, but prior to the Benefit Base being recalculated based on the Contract Value for any of the ten Contract Anniversaries after the Rider Date. As previously stated, we will deduct Withdrawal Benefit Option Fees on each Contract Anniversary up to and including the date you terminate the Option.

If you terminate the SureIncome Option or the SureIncome Plus Option on a date other than a Contract Anniversary, we will deduct the Withdrawal Benefit Option Fee unless the termination is on the Payout Start Date or is due to the death of the Contract Owner or Annuitant. If you terminate the SureIncome For Life Option on a date other than a Contract Anniversary, we will deduct the SureIncome For Life Option Fee unless the termination is on the Payout Start Date or is due to the death of the Contract Owner, Annuitant, or the death of the SureIncome Covered Life. The Withdrawal Benefit Option Fee will be pro-rated to cover the period from the last Contract Anniversary to the date of termination or, if you terminate the Withdrawal Benefit Option during the first Benefit Year, from the Rider Date to the date of termination. For the SureIncome Option, the pro-rated SureIncome Option Fee will be equal to the number of full months from the Contract Anniversary to the date of termination or, if you terminate the SureIncome Option during the first Benefit Year, the number of full months from the Rider Date to the date of termination, divided by twelve, multiplied by 0.50%, with the result multiplied by the Benefit Base immediately prior to the withdrawal or termination. For the SureIncome Plus Option and the SureIncome For Life Option, the pro-rated Withdrawal Benefit Option Fee will be equal to the number of full months from the Contract Anniversary to the date of termination or, if you terminate the Withdrawal Benefit Option during the first Benefit Year, the number of full months from the Rider Date to the date of termination, divided by twelve, multiplied by 0.65%, with the result multiplied by the Benefit Base immediately prior to the withdrawal or termination. The Withdrawal Benefit Option Fee will be waived during the Withdrawal Benefit Payout Phase.

TRANSFER FEE

We impose a fee upon transfers in excess of 12 during any Contract Year. The current fee is equal to 1.00% of the dollar amount transferred. This fee may be increased, but in no event will it exceed 2.00% of the dollar amount transferred. We will not charge a transfer fee on transfers that are part of a Dollar Cost Averaging Program or Automatic Portfolio Rebalancing Program.

WITHDRAWAL CHARGE

We may assess a withdrawal charge from the purchase payment(s) you withdraw. The amount of the charge will depend on the number of years that have elapsed since we received the purchase payment being withdrawn. A schedule showing the withdrawal charges applicable to each Contract appears on page 12. If you make a withdrawal before the Payout Start Date, we will apply the withdrawal charge percentage in effect on the date of the withdrawal, or the withdrawal charge percentage in effect on the following day, whichever is lower.

Withdrawals also may be subject to tax penalties or income tax. You should consult with your tax counsel or other tax advisor regarding any withdrawals.

Withdrawals from the Market Value Adjusted Fixed Account Option may be subject to a market value adjustment. Refer to page 49 for more information on market value adjustments.

FREE WITHDRAWAL AMOUNT

You can withdraw up to the Free Withdrawal Amount each Contract Year without paying the withdrawal charge. The Free Withdrawal Amount for a Contract Year is equal to 15% of all purchase payments that are subject to a withdrawal charge as of the beginning of that Contract Year, plus 15% of the purchase payments added to the Contract during the Contract Year. The

withdrawal charge applicable to Contracts owned by Charitable Remainder Trusts is described below.

Purchase payments no longer subject to a withdrawal charge will not be used to determine the Free Withdrawal Amount for a Contract Year, nor will they be assessed a withdrawal charge, if withdrawn. The Free Withdrawal Amount is not available in the Payout Phase.

You may withdraw up to the Free Withdrawal Amount in each Contract Year it is available without paying a withdrawal charge; however, the amount withdrawn may be subject to a Market Value Adjustment or applicable taxes. If you do not withdraw the entire Free Withdrawal Amount in a Contract Year, any remaining portion may not be carried forward to increase the Free Withdrawal Amount in a later Contract Year.

For purposes of assessing the withdrawal charge, we will treat withdrawals as coming from the oldest purchase payments first as follows:

- 1) Purchase payments that no longer are subject to withdrawal charges;
- 2) Free Withdrawal Amount (if available);
- 3) Remaining purchase payments subject to withdrawal charges, beginning with the oldest purchase payment;
- 4) Any earnings not previously withdrawn.

However, for federal income tax purposes, earnings are considered to come out first, which means that you will pay taxes on the earnings portion of your withdrawal.

If the Contract Owner is a Charitable Remainder Trust, the Free Withdrawal Amount in a Contract Year is equal to the greater of:

- . The Free Withdrawal Amount described above; or
- . Earnings as of the beginning of the Contract Year that have not been previously withdrawn.

For purposes of assessing the withdrawal charge for a Charitable Remainder Trust-Owned Contract, we will treat withdrawals as coming from the earnings first and then the oldest purchase payments as follows:

- 1) Earnings not previously withdrawn;
- 2) Purchase payments that are no longer subject to withdrawal charges;
- 3) Free Withdrawal Amount in excess of earnings;
- 4) Purchase payments subject to withdrawal charges, beginning with the oldest purchase payment.

ALL CONTRACTS

We do not apply a withdrawal charge in the following situations:

- . the death of the Contract Owner or Annuitant (unless the Settlement Value is used);
- . withdrawals taken to satisfy IRS minimum distribution rules for the Contract; or
- . withdrawals that qualify for one of the waivers described below.

We use the amounts obtained from the withdrawal charge to pay sales commissions and other promotional or distribution expenses associated with marketing the Contracts. To the extent that the withdrawal charge does not cover all sales commissions and other promotional or distribution expenses, we may use any of our corporate assets, including potential profit which may arise from the mortality and expense risk charge or any other charges or fee described above, to make up any difference.

Withdrawals taken prior to the Payout Start Date are generally considered to come from the earnings in the Contract first. If the Contract is tax-qualified, generally all withdrawals are treated as distributions of earnings. Withdrawals of earnings are taxed as ordinary income and, if taken prior to age 59 1/2, may be subject to an additional 10% federal tax penalty. You should consult your own tax counsel or other tax advisers regarding any withdrawals.

CONFINEMENT WAIVER. We will waive the withdrawal charge on any applicable withdrawal taken under your Contract if the following conditions are satisfied:

1. you or the Annuitant, if the Contract Owner is not a living person, are first confined to a long term care facility or a hospital for at least 90 consecutive days. You or the Annuitant must enter the long term care facility or hospital at least 30 days after the Issue Date,
2. we receive your request for withdrawal and Due Proof of confinement no later than 90 days following the end of your or the Annuitant's confinement at the long term care facility or hospital, and
3. a physician must have prescribed the confinement and the confinement must be medically necessary (as defined in the Contract).

"DUE PROOF " includes, but is not limited to, a letter signed by a physician stating the dates the Owner or Annuitant was confined, the name and location of the Long Term Care Facility or Hospital, a statement that the confinement was medically necessary, and, if released, the date the Owner or Annuitant was

released from the Long Term Care Facility or Hospital.

TERMINAL ILLNESS WAIVER. We will waive the withdrawal charge on any applicable withdrawal under your Contract if:

1. you or the Annuitant, if the Contract Owner is not a living person, are diagnosed by a physician as having a terminal illness (as defined in the Contract) at least 30 days after the Issue Date, and
2. you provide Due Proof of diagnosis to us before or at the time you request the withdrawal.

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"DUE PROOF " includes, but is not limited to, a letter signed by a physician stating that the Owner or Annuitant has a Terminal Illness and the date the Terminal Illness was first diagnosed.

UNEMPLOYMENT WAIVER. We will waive the withdrawal charge on one partial or a full withdrawal taken under your Contract, if you meet the following requirements:

1. you or the Annuitant, if the Contract Owner is not a living person, become unemployed at least one year after the Issue Date,
2. you or the Annuitant receive Unemployment Compensation for at least 30 consecutive days as a result of that unemployment, and
3. you or the Annuitant claim this benefit within 180 days of your or the Annuitant's initial receipt of Unemployment Compensation.

Before we will waive any withdrawal charges, you must give us Due Proof prior to, or at the time of, the withdrawal request, that you or the Annuitant have been unemployed and have been granted Unemployment Compensation for at least 30 consecutive days.

"UNEMPLOYMENT COMPENSATION" means unemployment compensation received from a unit of state or federal government in the U.S. "DUE PROOF " includes, but is not limited to, a legible photocopy of an unemployment compensation payment that meets the above described criteria with regard to dates and a signed letter from you stating that you or the Annuitant meet the above described criteria.

You may exercise this benefit once over the term of the Contract. Amounts withdrawn may be subject to Market Value Adjustments.

Please refer to your Contract for more detailed information about the terms and conditions of these waivers.

The laws of your state may limit the availability of these waivers and may also change certain terms and/or benefits available under the waivers. You should consult your Contract for further details on these variations. Also, even if you do not pay a withdrawal charge because of these waivers, a Market Value Adjustment may apply and you still may be required to pay taxes or tax penalties on the amount withdrawn. You should consult your tax advisor to determine the effect of a withdrawal on your taxes.

PREMIUM TAXES

Some states and other governmental entities (e.g., municipalities) charge premium taxes or similar taxes. We are responsible for paying these taxes and will deduct them from your Contract Value. Some of these taxes are due when the Contract is issued, others are due when income payments begin or upon surrender. Our current practice is not to charge anyone for these taxes until income payments begin or when a total withdrawal occurs including payment upon death. We may some time in the future discontinue this practice and deduct premium taxes from the purchase payments. Premium taxes generally range from 0% to 4%, depending on the state.

At the Payout Start Date, we deduct the charge for premium taxes from each investment alternative in the proportion that the Contract Value in the investment alternative bears to the total Contract Value.

DEDUCTION FOR SEPARATE ACCOUNT INCOME TAXES

We are not currently maintaining a provision for taxes. In the future, however, we may establish a provision for taxes if we determine, in our sole discretion, that we will incur a tax as a result of the operation of the Variable Account. We will deduct for any taxes we incur as a result of the operation of the Variable Account, whether or not we previously made a provision for taxes and whether or not it was sufficient. Our status under the Internal Revenue Code is briefly described in the "Taxes" section of this prospectus.

OTHER EXPENSES

Each Portfolio deducts advisory fees and other expenses from its assets. You indirectly bear the charges and expenses of the Portfolios whose shares are held by the Variable Sub-Accounts. These fees and expenses are described in the prospectuses for the Portfolios. For a summary of Portfolio annual expenses, see pages 11-14. We receive compensation from the investment advisers, administrators or distributors, or their affiliates, of the Portfolios in connection with the administrative, distribution, or other services we provide to the Portfolios. We collect this compensation under agreements between us and the Portfolio's investment adviser, administrators or distributors, and is calculated based on a percentage of the average assets allocated to the Portfolio.

ACCESS TO YOUR MONEY

WITHDRAWALS

You can withdraw some or all of your Contract Value at any time prior to the Payout Start Date. Withdrawals also are available under limited circumstances on or after the Payout Start Date. See "Income Plans" on page 61.

The amount payable upon withdrawal is the Contract Value (or portion thereof) next computed after we receive the request for a withdrawal at our home office, adjusted by any applicable Market Value Adjustment, less any applicable withdrawal charges, income tax



withholding, penalty tax, contract maintenance charge, Rider Fee, and any premium taxes. We will pay withdrawals from the Variable Account within 7 days of receipt of the request, subject to postponement in certain circumstances. You can withdraw money from the Variable Account or the Fixed Account Option(s) available under your Contract. To complete a partial withdrawal from the Variable Account, we will cancel Accumulation Units in an amount equal to the withdrawal and any applicable charges, fees and taxes.

You must name the investment alternative from which you are taking the withdrawal. If none is named, then the withdrawal request is incomplete and cannot be honored.

In general, you must withdraw at least \$50 at a time.

Withdrawals from the Standard Fixed Account Option may be subject to a restriction. See "Standard Fixed Account Options" on page 48.

Withdrawals taken prior to the Payout Start Date are generally considered to come from the earnings in the Contract first. If the Contract is tax-qualified, generally all withdrawals are treated as distributions of earnings. Withdrawals of earnings are taxed as ordinary income and, if taken prior to age 59 1/2, may be subject to an additional 10% federal penalty tax. If any withdrawal reduces your Contract Value to less than \$1,000, we will treat the request as a withdrawal of the entire Contract Value, unless a Withdrawal Benefit Option is currently attached to your Contract. See "Withdrawal Benefit Options" above for more information. If you request a total withdrawal, we may require that you return your Contract to us. Your Contract will terminate if you withdraw all of your Contract Value, subject to certain exceptions if a Withdrawal Benefit Option is currently attached to your Contract. See "Withdrawal Benefit Options" for more details. We will, however, ask you to confirm your withdrawal request before terminating your Contract. If we terminate your Contract, we will distribute to you its Contract Value, adjusted by any applicable Market Value Adjustment, less withdrawal and other charges and taxes.

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.

POSTPONEMENT OF PAYMENTS

We may postpone the payment of any amounts due from the Variable Account under the Contract if:

1. The New York Stock Exchange is closed for other than usual weekends or holidays, or trading on the Exchange is otherwise restricted,
2. An emergency exists as defined by the SEC, or
3. The SEC permits delay for your protection.

We may delay payments or transfers from the Fixed Account Option(s) available under your Contract for up to 6 months or shorter period if required by law. If we delay payment or transfer for 30 days or more, we will pay interest as required by law.

SYSTEMATIC WITHDRAWAL PROGRAM

You may choose to receive systematic withdrawal payments on a monthly, quarterly, semi-annual, or annual basis at any time prior to the Payout Start Date. Please consult your Morgan Stanley Financial Advisor or call us at 1-800-457-7617 for more information.

Any systematic withdrawal programs based upon IRS minimum distribution requirements may be modified to ensure guarantees under any Withdrawal Benefit Option currently attached to your Contract are not impacted by the withdrawals. Withdrawals made outside of any systematic withdrawal program based upon IRS minimum distribution requirements may impact the guarantees provided under any Withdrawal Benefit Option currently attached to your Contract.

Depending on fluctuations in the value of the Variable Sub-Accounts and the value of the Fixed Account Options, systematic withdrawals may reduce or even exhaust the Contract Value. Income taxes may apply to systematic withdrawals. Please consult your tax advisor before taking any withdrawal.

We will make systematic withdrawal payments to you or your designated payee. At our discretion, we may modify or suspend the Systematic Withdrawal Program and charge a processing fee for the service. If we modify or suspend the Systematic Withdrawal Program, existing systematic withdrawal payments will not be affected.

MINIMUM CONTRACT VALUE

If your request for a partial withdrawal would reduce your Contract Value to less than \$1,000, we may treat it as a request to withdraw your entire Contract Value, unless a Withdrawal Benefit Option is currently attached to your Contract. See "Withdrawal Benefit Options" above for more information. Your Contract will terminate if you withdraw all of your Contract Value. We will, however, ask you to confirm your withdrawal request before terminating your Contract. If we terminate your Contract, we will distribute to you its Contract Value, adjusted by any applicable Market Value Adjustment, less withdrawal and other charges and applicable taxes.

INCOME PAYMENTS

PAYOUT START DATE

The Payout Start Date is the day that we apply your Contract Value adjusted by any applicable Market Value Adjustment and less applicable taxes to an Income Plan. The first income payment must occur at least 30 days after the Issue Date. The Payout Start Date may be no later than:

- . the Annuitant's 99th birthday, or
- . the 10th Contract Anniversary, if later.

You may change the Payout Start Date at any time by notifying us in writing of the change at least 30 days before the scheduled Payout Start Date. Absent a change, we will use the Payout Start Date stated in your Contract.

INCOME PLANS

An "Income Plan" is a series of payments made on a scheduled basis to you or to another person designated by you. You may select more than one Income Plan. If you choose more than one Income Plan, you must specify what proportions of your Contract Value, adjusted by any Market Value Adjustment and less any applicable taxes, should be allocated to each such Income Plan. For tax reporting purposes, your cost basis and any gain on the Contract will be allocated proportionally to each Income Plan you select based on the proportion of your Contract Value applied to each such Income Plan. We reserve the right to limit the number of Income Plans that you may select. If you choose to add the Income Protection Benefit Option, certain restrictions may apply as described under "Income Protection Benefit Option," below. If you do not select an Income Plan, we will make income payments in accordance with Income Plan 1 with a Guaranteed Payment Period of 10 years. If any Contract Owner dies during the Payout Phase, the new Contract Owner will be the surviving Contract Owner. If there is no surviving Contract Owner, the new Contract Owner will be the Beneficiary(ies) as described in the "Beneficiary" section of this prospectus. Any remaining income payments will be paid to the new Contract Owner as scheduled. Income payments to Beneficiaries may be subject to restrictions established by the Contract Owner. After the Payout Start Date, you may not make withdrawals (except as described below) or change your choice of Income Plan.

Currently seven Income Plans are available. Depending on the Income Plan(s) you choose, you may receive:

- . fixed income payments;
- . variable income payments; or
- . a combination of the two.

A portion of each payment will be considered taxable and the remaining portion will be a non-taxable return of your investment in the Contract, which is also called the "basis." Once the basis in the Contract is depleted, all remaining payments will be fully taxable. If the Contract is tax-qualified, generally, all payments will be fully taxable. Taxable payments taken prior to age 59 1/2, may be subject to an additional 10% federal tax penalty.

The seven Income Plans are:

INCOME PLAN 1 - LIFE INCOME WITH GUARANTEED NUMBER OF PAYMENTS. Under this plan, we make periodic income payments for at least as long as the Annuitant lives. If the Annuitant dies in the Payout Phase, we will continue to pay income payments until the guaranteed number of payments has been paid. The number of months guaranteed ("Guaranteed Payment Period") may range from 0 to 360 months. If the Annuitant is age 90 or older as of the Payout Start Date, the Guaranteed Payment Period may range from 60 to 360 months.

INCOME PLAN 2 - JOINT AND SURVIVOR LIFE INCOME WITH GUARANTEED NUMBER OF PAYMENTS. Under this plan, we make periodic income payments for at least as long as either the Annuitant or the joint Annuitant, named at the time the Income Plan was selected, lives. If both the Annuitant and joint Annuitant die in the Payout Phase, we will continue to pay the income payments until the guaranteed number of payments has been paid. The Guaranteed Payment Period may range from 0 to 360 months. If either the Annuitant or joint Annuitant is age 90 or older as of the Payout Start Date, the Guaranteed Payment Period may range from 60 to 360 months. You may elect a reduced survivor plan of 50%, 66% or 75% of the payment amount. If you do not elect a reduced survivor amount, the payments will remain at 100%. If you elect a reduced survivor payment plan, the amount of each income payment initially will be higher but a reduction will take place at the later of 1) the death of an Annuitant; or 2) at the end of the guaranteed payment period.

INCOME PLAN 3 - GUARANTEED NUMBER OF PAYMENTS. Under this plan, we make periodic income payments for the period you have chosen. These payments do not depend on the Annuitant's life. The shortest number of months guaranteed is 60 (120 if the Payout Start Date occurs prior to the third Contract Anniversary). The longest number of months guaranteed is 360 or the number of months between the Payout Start Date and the date that the Annuitant reaches age 100, if greater. In no event may the number of months guaranteed exceed 600.

We will deduct the mortality and expense risk charge from the assets of the Variable Sub-Account supporting this Income Plan even though we may not bear any mortality risk. You may make withdrawals, change the length of the guaranteed payment period, or change the frequency of income payments under Income Plan 3. See "Modifying Payments" and "Payout Withdrawals" below for more details.



INCOME PLAN 4 - LIFE INCOME WITH CASH REFUND. Under this plan, we make periodic income payments until the death of the Annuitant. If the death of the Annuitant occurs before the total amount applied to an Income Plan is paid out, we will pay a lump sum payment of the remaining amount. Payments under this plan are available only as fixed income payments.

INCOME PLAN 5 - JOINT LIFE INCOME WITH CASH REFUND. Under this plan, we make periodic income payments until the deaths of both the Annuitant and joint Annuitant. If the deaths of both the Annuitant and joint Annuitant occur before the total amount applied to an Income Plan is paid out, we will pay a lump sum payment of the remaining amount. Currently, a reduced survivor plan is not available. Payments under this plan are available only as fixed income payments.

INCOME PLAN 6 - LIFE INCOME WITH INSTALLMENT REFUND. Under this plan, we make periodic income payments until the later of: (1) the death of the Annuitant; or

(2) the total amount paid out under the annuity is equal to the total amount applied to the Income Plan. If the death of the Annuitant occurs before the total amount applied to an Income Plan is paid out, we will continue to make payments in the same manner until any remaining payments are paid out. Payments under this plan are available only as fixed income payments.

INCOME PLAN 7 - JOINT LIFE INCOME WITH INSTALLMENT REFUND. Under this plan, we make periodic income payments until the later of: (1) the deaths of both the Annuitant and joint Annuitant; or (2) the total amount paid out under the annuity is equal to the total amount applied to the Income Plan. If the deaths of both the Annuitant and joint Annuitant occur before the total amount applied to an Income Plan is paid out, we will continue to make payments in the same manner until any remaining payments are paid out. Currently, a reduced survivor plan is not available. Payments under this plan are available only as fixed income payments.

If you choose an Income Plan with payments that continue for the life of the Annuitant or joint Annuitant, we may require proof of age and sex of the Annuitant or joint Annuitant before starting income payments, and proof that the Annuitant or joint Annuitant is alive before we make each payment. Please note that under Income Plans 1 and 2, if you do not select a Guaranteed Payment Period, it is possible that the payee could receive only one income payment if the Annuitant and any joint Annuitant both die before the second income payment, or only two income payments if they die before the third income payment, and so on.

The length of any Guaranteed Payment Period under your selected Income Plan generally will affect the dollar amounts of each income payment. As a general rule, longer Guarantee Payment Periods result in lower income payments, all other things being equal. For example, if you choose an Income Plan with payments that depend on the life of the Annuitant but with no guaranteed payments, the income payments generally will be greater than the income payments made under the same Income Plan with a specified Guaranteed Payment Period.

MODIFYING PAYMENTS

After the Payout Start Date, you may make the following changes under Income Plan 3:

. You may request to modify the length of the Guaranteed Payment Period. If you elect to change the length of the Guaranteed Payment Period, the new Guaranteed Payment Period must be within the original minimum and maximum period you would have been permitted to select on the Payout Start Date. However, the maximum payment period permitted will be shortened by the period elapsed since the original Guaranteed Payment Period began. If you change the length of your Guaranteed Payment Period, we will compute the present value of your remaining payments, using the same assumptions we would use if you were terminating the income payments, as described in Payout Withdrawal. We will then adjust the remaining payments to equal what that value would support based on those same assumptions and based on the revised Guaranteed Payment Period.

. You may request to change the frequency of your payments.

We currently allow you to make the changes described above once each Contract Year; on that single occasion you may make either change alone, or both simultaneously. We reserve the right to change this practice at any time without prior notice.

Changes to either the frequency of payments or length of the Guaranteed Payment Period will result in a change to the payment amount and may change the amount of each payment that is taxable to you.

Modifying payments of this Contract may not be allowed under Qualified Contracts. In order to satisfy required minimum distributions ("RMD") under current Treasury regulations, once income payments have begun over a Guaranteed Payment Period, the Guaranteed Payment Period may not be changed even if the new period is shorter than the maximum permitted. Please consult with a competent tax advisor prior to making a request to modify payments if your Contract is subject to RMD requirements.

Any change to either the frequency of payments or length of a Guaranteed Payment Period will take effect on the next payment date after we accept the requested change.

PAYOUT WITHDRAWAL

You may terminate all or a portion of the income payments being made under Income Plan 3 at any time

and withdraw their present value ("withdrawal value"), subject to a Payout Withdrawal Charge, by writing to us ("Payout Withdrawal"). For variable income payments, the withdrawal value is equal to the present value of the variable income payments being terminated, calculated using a discount rate equal to the assumed investment rate that was used in determining the initial variable payment. For fixed income payments, the withdrawal value is equal to the present value of the fixed income payments being terminated, calculated using a discount rate equal to the applicable current interest rate (this may be the initial interest rate in some states.) The applicable current interest rate is the rate we are using on the date we receive your Payout Withdrawal request to determine income payments for a new annuitization with a payment period equal to the remaining payment period of the income payments being terminated.

A Payout Withdrawal must be at least \$50. If any Payout Withdrawal reduces the value of the remaining income payments to an amount not sufficient to provide an initial payment of at least \$20, we reserve the right to terminate the Contract and pay you the present value of the remaining income payments in a lump sum. If you withdraw the entire value of the remaining income payments, the Contract will terminate.

You must specify the investment alternative(s) from which you wish to make a Payout Withdrawal. If you withdraw a portion of the value of your remaining income payments, the payment period will remain unchanged and your remaining payment amounts will be reduced proportionately.

PAYOUT WITHDRAWAL CHARGE

To determine the Payout Withdrawal Charge, we assume that purchase payments are withdrawn first, beginning with the oldest payment. When an amount equal to all purchase payments has been withdrawn, additional withdrawals will not be assessed a Payout Withdrawal Charge.

Payout Withdrawals will be subject to a Payout Withdrawal Charge for each Contract as follows:

CONTRACT:	Number of Complete Years Since We Received the Purchase Payment Being Withdrawn/Applicable Charge:									
	0	1	2	3	4	5	6	7	8+	
Allstate Variable Annuity	7%	7%	6%	5%	4%	3%	2%	0%	0%	
Allstate Variable Annuity - L Share	7%	6%	5%	0%						

ADDITIONAL INFORMATION. We may make other Income Plans available. You may obtain information about them by writing or calling us. On the Payout Start Date, you must specify the portion of the Contract Value to be applied to variable income payments and the portion to be applied to fixed income payments. For the portion of your Contract Value to be applied to variable income payments, you must also specify the Variable Sub-Accounts on which to base the variable income payments as well as the allocation among those Variable Sub-Accounts. If you do not choose how the Contract Value is to be applied, then the portion of the Contract Value in the Variable Account on the Payout Start Date will be applied to variable income payments, according to the Variable Sub-Account allocations as of the Payout Start Date, and the remainder of the Contract Value will be applied to fixed income payments.

We will apply your Contract Value, adjusted by any applicable Market Value Adjustment, less applicable taxes, to your Income Plan(s) on the Payout Start Date. We can make income payments in monthly, quarterly, semi-annual or annual installments, as you select. If the Contract Value is less than \$2,000 when it is applied to the Income Plan(s) you choose, or not enough to provide an initial payment of at least \$20 when it is applied to the Income Plan(s) you choose, and state law permits, we may:

- . terminate the Contract and pay you the Contract Value, adjusted by any applicable Market Value Adjustment and less any applicable taxes, in a lump sum instead of the periodic payments you have chosen, or
- . reduce the frequency of your payments so that each payment will be at least \$20.

VARIABLE INCOME PAYMENTS

The amount of your variable income payments depends upon the investment results of the Variable Sub-Accounts you select, the premium taxes you pay, the age and sex of the Annuitant, and the Income Plan you choose. We guarantee that the payments will not be affected by: (a) company mortality experience; or (b) the amount of our administration expenses.

We cannot predict the total amount of your variable income payments, which may be more or less than your total purchase payments because (a) variable income payments vary with the investment results of the underlying Portfolios; and

(b) under some of the Income Plans, we make income payments only so long as an Annuitant is alive or any applicable Guaranteed Payment Period has not yet expired.

In calculating the amount of the periodic payments in the annuity tables in the Contracts, we used an assumed investment rate ("AIR", also known as benchmark rate) of 3%. Currently, you may choose either a 6%, 5%, or 3% AIR per year. If you select the Income Protection Benefit Option, however, the 3% AIR must apply. The 6% and 5% AIR may not be available in all states (check

with your representative for availability). Currently, if you do not choose one, the 5% AIR will automatically apply (except in states in which the 5% AIR is not available; in those states, the 3% AIR will automatically apply). You may not change the AIR after you have selected an Income Plan.

We reserve the right to offer other assumed investment rates. If the actual net investment return of the Variable Sub-Accounts you choose is less than the AIR, then the dollar amount of your variable income payments will decrease. The dollar amount of your variable income payments will increase, however, if the actual net investment return exceeds the AIR. The dollar amount of the variable income payments stays level if the net investment return equals the AIR. With a higher AIR, your initial income payment will be larger than with a lower AIR. While income payments continue to be made, however, this disparity will become smaller and, if the payments have continued long enough, each payment will be smaller than if you had initially chosen a lower AIR.

Please refer to the Statement of Additional Information for more detailed information as to how we determine variable income payments.

You may also elect a variable income payment stream consisting of level monthly, quarterly or semi-annual payments. If you elect to receive level monthly, quarterly or semi-annual payments, the payments must be recalculated annually. You may only elect to receive level payments at or before the Payout Start Date. If you have elected level payments for an Income Plan(s), you may not make any variable to fixed payment transfers within such Income Plan(s). We will determine the amount of each annual payment as described above, place this amount in our general account, and then distribute it in level monthly, quarterly or semi-annual payments. The sum of the level payments will exceed the annual calculated amount because of an interest rate factor we use, which may vary from year to year, but will not be less than 2% per year. We do not allow withdrawals of the annual amount unless you make a full or partial withdrawal request of the value of the remaining payments under Income Plan 3. Withdrawals will be assessed a Payout Withdrawal Charge, if applicable. If the Annuitant dies while you are receiving level payments, you will not be entitled to receive any remaining level payments for that year (unless the Annuitant dies before the end of the Guaranteed Payment Period). For example, if you have selected Income Plan 1 with no Guaranteed Payment Period and the Annuitant dies during the year, the Beneficiary will not be entitled to receive the remaining level payments for that year.

INCOME PROTECTION BENEFIT OPTION

We offer an Income Protection Benefit Option, which may be added to your Contract on the Payout Start Date for an additional mortality and expense risk charge if you have selected variable income payments subject to the following conditions:

- . The Annuitant and joint Annuitant, if applicable, must be age 75 or younger on the Payout Start Date.
- . You must choose Income Plan 1 or 2, and the Guaranteed Payment Period must be for at least 120 months, unless the Internal Revenue Service requires a different payment period.
- . You may apply the Income Protection Benefit Option to more than one Income Plan.
- . The AIR must be 3% for the Income Plan(s) to which you wish to apply this benefit.
- . You may only add the Income Protection Benefit Option on the Payout Start Date and, once added, the option cannot be cancelled.
- . You may not add the Income Protection Benefit Option without our prior approval if your Contract Value is greater than \$1,000,000 at the time you choose to add the Income Protection Benefit Option.
- . You may not convert variable income payments to fixed income payments.

If you select the Income Protection Benefit Option, we guarantee that your variable income payments under each of the Income Plans to which the option is applied will never be less than 85% of the initial variable amount income value ("Income Protection Benefit"), as calculated on the Payout Start Date under such Income Plans, unless you have elected a reduced survivor payment plan under Income Plan 2. If you have elected a reduced survivor payment plan, we guarantee that your variable income payments to which the option is applied will never be less than 85% of the initial variable amount income value prior to the later of 1) the death of an Annuitant; or 2) the end of the guaranteed payment period. On or after the later of these events, we guarantee that your variable income payments will never be less than 85% of the initial variable amount income value multiplied by the percentage you elected for your reduced survivor plan. See Appendix C for numerical examples that illustrate how the Income Protection Benefit is calculated.

If you add the Income Protection Benefit Option to your Contract, the mortality and expense risk charge during the Payout Phase will be increased. The charge for the Income Protection Benefit Option will apply only to the Income Plan(s) to which the Option has been applied. Currently, the charge for this option is 0.50% of the average daily net Variable Account assets supporting the variable income payments to which the Income Protection Benefit Option applies. We may change the amount we charge, but it will not exceed 0.75% of the

average daily net Variable Account assets supporting the variable income payments to which the Income Protection Benefit Option applies. Once the option is issued, we will not increase what we charge you for the benefit.

In order to ensure that we achieve adequate investment diversification ("INCOME PROTECTION DIVERSIFICATION REQUIREMENT"), we reserve the right, in our sole discretion, to impose limitations on the investment alternatives in which you may invest during the Payout Phase with respect to the assets supporting the variable income payments to which the Income Protection Benefit Option applies. These limitations may include, but are not limited to, maximum investment limits on certain Variable Sub-Accounts, exclusion of certain Variable Sub-Accounts, required minimum allocations to certain Variable Sub-Accounts, and/or the required use of Automatic Portfolio Rebalancing.

To achieve our Income Protection Diversification Requirement, we have divided the Variable Sub-Accounts into three separate categories: "unrestricted," "restricted" and "excluded." Currently, we require that you allocate between 30% to 100% of the assets supporting your variable income payments to the unrestricted Variable Sub-Accounts in any manner you choose. You may allocate up to 70% of the assets supporting your variable income payments to the restricted Variable Sub-Accounts. You may not, however, allocate more than 20% of the assets supporting your variable income payments to any one of the restricted Variable Sub-Accounts. You may not allocate ANY PORTION of the assets supporting your variable income payments to the excluded Variable Sub-Accounts.

In the following three tables, we list our current Income Protection Diversification Requirement:

UNRESTRICTED VARIABLE SUB-ACCOUNTS. There is no limit to the amount of assets supporting your variable income payments that you may allocate to any one or more of the following Variable Sub-Accounts. Currently, we require that you allocate AT LEAST 30% of the assets supporting your variable income payments to this category.

Morgan Stanley VIS Income Plus - Class Y Sub-Account Morgan Stanley VIS Limited Duration - Class Y Sub-Account/(4)/ Morgan Stanley VIS Money Market - Class Y Sub-Account Fidelity VIP Money Market - Service Class 2 Sub-Account PIMCO VIT Real Return - Advisor Shares Sub-Account PIMCO VIT Total Return - Advisor Shares Sub-Account

RESTRICTED VARIABLE SUB-ACCOUNTS. You may allocate up to 70% of the amount of assets supporting your variable income payments to the following Variable Sub-Accounts. Currently, you may not allocate more than 20% of the amount of assets supporting your variable income payments to any one of the restricted Variable Sub-Accounts.

Morgan Stanley VIS Aggressive Equity - Class Y Sub-Account Morgan Stanley Multi Cap Growth - Class Y Sub-Account Invesco V.I. Diversified Dividend - Series II Sub-Account Morgan Stanley VIS European Equity - Class Y Sub-Account/(3)/ Invesco Van Kampen V.I. Global Value Equity - Series II Sub-Account/(5)/ Invesco V. I. High Yield - Series II Sub-Account/(1)/ Invesco Van Kampen V.I. Equity and Income - Series II Sub-Account/(1)(5)/ Invesco V.I. S&P 500 Index - Series II Sub-Account Morgan Stanley VIS Strategist - Class Y Sub-Account Morgan Stanley VIS Global Infrastructure - Class Y Sub-Account/(1)/ Invesco Van Kampen V.I. Value Opportunities - Series II Sub-Account/(1)/ Invesco V.I. Core Equity - Series II Sub-Account/(4)/ AllianceBernstein VPS Growth - Class B Sub-Account AllianceBernstein VPS Growth and Income - Class B Sub-Account/(1)/ AllianceBernstein VPS International Value - Class B Sub-Account AllianceBernstein VPS Large Cap Growth - Class B Sub-Account/(1)/ AllianceBernstein VPS Small/Mid Cap Value - Class B Sub-Account AllianceBernstein VPS Value - Class B Sub-Account Fidelity VIP Contrafund(R) - Service Class 2 Sub-Account Fidelity VIP Growth & Income - Service Class 2 Sub-Account Fidelity VIP High Income - Service Class 2 Sub-Account Fidelity VIP Mid Cap - Service Class 2 Sub-Account FTVIP Franklin High Income Securities - Class 2 Sub-Account/(1)/ FTVIP Franklin Income Securities - Class 2 Sub-Account FTVIP Mutual Global Discovery Securities - Class 2 Sub-Account FTVIP Mutual Shares Securities - Class 2 Sub-Account FTVIP Templeton Foreign Securities - Class 2 Sub-Account Goldman Sachs VIT Structured U.S. Equity Sub-Account Goldman Sachs VIT Large Cap Value Sub-Account Goldman Sachs VIT Mid Cap Value Sub-Account/(3)/ PIMCO VIT CommodityRealReturn(TM) Strategy - Advisor Shares Sub-Account

PIMCO VIT Emerging Markets Bond - Advisor Shares Sub-Account Putnam VT Equity Income - Class IB Sub-Account Putnam VT George Putnam Balanced Fund - Class IB Sub-Account Putnam VT Growth and Income - Class IB Sub-Account/(1)/ Putnam VT International Equity - Class IB Sub-Account Putnam VT Investors - Class IB Sub-Account/(2)/ Putnam VT Voyager - Class IB Sub-Account UIF Growth, Class II Sub-Account

Invesco Van Kampen V.I. Equity and Income, Series II Sub-Account UIF Global Franchise, Class II Sub-Account Invesco Van Kampen V.I. American Value, Series II Sub-Account/(5)/ UIF U.S. Real Estate, Class II Sub-Account Invesco Van Kampen V.I. International Growth Equity, Series II Sub-Account Invesco Van Kampen V.I. Comstock, Series II Sub-Account Invesco Van Kampen V.I. Growth and Income, Series II Sub-Account

EXCLUDED VARIABLE SUB-ACCOUNTS. Currently, none of the following Variable Sub-Accounts are available to support variable income payments.

Invesco V.I. Mid Cap Core Equity - Series II Sub-Account/(1)/ FTVIP Franklin Flex Cap Growth Securities - Class 2 Sub-Account Goldman Sachs VIT Structured Small Cap Equity Sub-Account UIF Small Company Growth, Class II Sub-Account UIF Emerging Markets Equity, Class II Sub-Account UIF Mid Cap Growth, Class II Sub-Account UIF Emerging Markets Debt, Class II Sub-Account/(1)/ Invesco Van Kampen V.I. American Franchise, Series II Sub-Account/(5)/ Invesco Van Kampen V.I. Mid Cap Growth, Series II Sub-Account

1)Effective May 1, 2005, the following Variable Sub-Accounts closed to new investments: the Invesco V.I. Basic Value - Series II Sub-Account, the Invesco V.I. Mid Cap Core Equity - Series II Sub-Account, the AllianceBernstein VPS Growth and Income -Class B Sub-Account, the AllianceBernstein VPS Large Cap Growth - Class B Sub-Account, the FTVIP Franklin High Income Securities - Class 2 Sub-Account, the Invesco V. I. High

Yield - Series II Sub-Account, the Invesco Van Kampen V.I. Equity and Income - Series II Sub-Account, the Morgan Stanley VIS Global Infrastructure - Class Y Sub-Account, the Putnam VT Growth and Income - Class IB Sub-Account and the UIF Emerging Markets Debt, Class II Sub-Account.*

2)Effective May 1, 2004, the Putnam VT Investors - Class IB Sub-Account closed to new investments.*

3)Effective May 1, 2006, the following Variable Sub-Accounts closed to new investments: the Goldman Sachs VIT Mid Cap Value Sub-Account, the Morgan Stanley VIS European Equity - Class Y Sub-Account and the Morgan Stanley VIS Limited Duration - Class Y Sub-Account.*

4)Effective May 1, 2006, the Invesco V.I. Core Equity - Series II Sub-Account is no longer available for new investments. If you are currently invested in the Invesco V.I. Core Equity - Series II Sub-Account you may continue your investment. If, prior to May 1, 2005, you enrolled in one of our automatic transaction programs, through the Invesco V.I. Premier Equity - Series II Sub-Account (the predecessor of the Invesco V.I. Core Equity - Series II Sub-Account), such as automatic additions, portfolio rebalancing, or dollar cost averaging, we will continue to effect automatic transactions into the Invesco V.I. Core Equity - Series II Sub-Account in accordance with that program. Outside of these automatic transaction programs, additional allocations will not be allowed.*

5)Effective on or after April 30, 2012, the following Portfolios changed their names:

PREVIOUS NAME	NEW NAME
Invesco V.I. Basic Value - Series II	Invesco Van Kampen V.I. Value Opportunities - Series II
Invesco V.I. Dividend Growth - Series II	Invesco V.I. Diversified Dividend - Series II
Invesco Van Kampen V.I. Capital Growth - Series II	Invesco Van Kampen V.I. American Franchise - Series II
Invesco Van Kampen V.I. Mid Cap Value - Series II	Invesco Van Kampen V.I. American Value - Series II

Effective as of August 19, 2011, the Invesco Van Kampen V.I. Value Opportunities - Series II Sub-Account (formerly, the Invesco V.I. Basic Value

- Series II Sub-Account), was closed to all Contract Owners except those who have contract value invested in the Variable Sub-Account as of the closure date. Contract owners who have contract value invested in the Variable Sub-Account as of the closure date may continue to submit additional investments into the Variable Sub-Account thereafter, although they will not be permitted to invest in the Variable Sub-Account if they withdraw or otherwise transfer their entire contract value from the Variable Sub-Account following the closure date. Contract Owners who do not have contract value invested in the Variable Sub-Account as of the closure date will not be permitted to invest in the Variable Sub-Account thereafter.

Effective as of April 30, 2012, the Invesco Van Kampen V.I. American Franchise Fund - Series II (formerly, the Invesco Van Kampen V.I. Capital Growth Fund - Series II) acquired the Invesco V.I. Capital Appreciation Fund

- Series II.

* AS NOTED ABOVE, CERTAIN VARIABLE SUB-ACCOUNTS ARE CLOSED TO NEW INVESTMENTS. IF YOU INVESTED IN THESE VARIABLE SUB-ACCOUNTS PRIOR TO THE EFFECTIVE CLOSE DATE, YOU MAY CONTINUE YOUR INVESTMENTS. IF PRIOR TO THE EFFECTIVE CLOSE DATE, YOU ENROLLED IN ONE OF OUR AUTOMATIC TRANSACTION PROGRAMS, SUCH AS AUTOMATIC ADDITIONS, PORTFOLIO REBALANCING OR DOLLAR COST AVERAGING, WE WILL CONTINUE TO EFFECT AUTOMATIC TRANSACTIONS TO THESE VARIABLE SUB-ACCOUNTS IN ACCORDANCE WITH THAT PROGRAM. OUTSIDE OF THESE AUTOMATIC TRANSACTION PROGRAMS, ADDITIONAL ALLOCATIONS WILL NOT BE ALLOWED. IF YOU CHOOSE TO ADD THIS TRUERETURN OPTION ON OR AFTER THE EFFECTIVE CLOSE DATE, YOU MUST TRANSFER ANY PORTION OF YOUR CONTRACT VALUE THAT IS ALLOCATED TO THESE VARIABLE SUB-ACCOUNTS TO ANY OF THE REMAINING VARIABLE SUB-ACCOUNTS AVAILABLE WITH THIS TRUERETURN OPTION PRIOR TO ADDING IT TO YOUR CONTRACT.

You must use quarterly Automatic Portfolio Rebalancing to meet our Income Protection Diversification Requirement. On the date of each rebalancing, we will reallocate the amount of the assets supporting your variable income payments according to the rebalancing percentages you have selected, subject to the then current restrictions and exclusions in effect. We expect that the restrictions and exclusions for each category will change from time to time. Any change in these restrictions and exclusions will become effective no later than the next regularly scheduled rebalancing of your Variable Sub-Account choices on or immediately after the date of change.

The Income Protection Diversification Requirement is based on a model. We may use a model developed and maintained by us or we may elect to use a model developed or provided by an independent third party. We will notify you at least 30 days before we make any change to our Income Protection Diversification Requirement.

We may determine which Variable Sub-Accounts are eligible for each category or we may elect to follow the recommendations of an independent third party. We may at any time make new determinations as to which Variable Sub-Accounts are unrestricted, restricted or excluded. We may do so for a variety of reasons including, but not limited to, a change in the investment objectives or policies of a Portfolio, or the failure, in our sole determination, of such Portfolio to invest in accordance with its stated investment objective or policies.

Transfers made for purposes of meeting the Income Protection Diversification Requirement will not count towards the number of free transfers you may make each Contract Year. See "Investment Alternatives: Transfers," above, for additional information.

FIXED INCOME PAYMENTS

We guarantee income payment amounts derived from any Fixed Account Option for the duration of the Income Plan. The guaranteed income payment amounts will change if the frequency of payments or the length of the payment period changes.

We calculate the fixed income payments by:

- . adjusting the portion of the Contract Value in any Fixed Account Option on the Payout Start Date by any applicable Market Value Adjustment;
- . deducting any applicable taxes; and
- . applying the resulting amount to the greater of: (a) the appropriate income payment factor for the selected Income Plan from the Income Payment Table in your Contract; or (b) such other income payment factor as we are offering on the Payout Start Date.

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We may defer your request to make a withdrawal from fixed income payments for a period of up to 6 months or whatever shorter time state law may require. If we defer payments for 30 days or more, we will pay interest as required by law from the date we receive the withdrawal request to the date we make payment.

RETIREMENT INCOME GUARANTEE OPTIONS

Effective January 1, 2004, we ceased offering the Retirement Income Guarantee Options ("RIG 1" and "RIG 2"), except in a limited number of states. Effective May 1, 2004, the RIG 1 and RIG 2 Options are no longer available in any state. If you added a Retirement Income Guarantee Option to your Contract prior to January 1, 2004 (up to May 1, 2004 in certain states), your Option will continue to apply to your Contract. Also, effective January 1, 2004, we discontinued the Trade-In Program. If you previously elected a RIG Option, you may cancel your RIG 1 or RIG 2 Option during the 60-day period following your next 3rd Contract Anniversary after January 1, 2004. If you do not cancel the Option during this 60-day period, you will not be permitted to cancel it later. Please check with your Morgan Stanley Financial Advisor for details.

The following describes the Retirement Income Guarantee Options for Contract Owners who elected the Option prior to May 1, 2004.

We refer to the issue date of the option as the "RIDER DATE." You may add only one Retirement Income Guarantee Option to your Contract. The oldest Contract Owner and oldest Annuitant must be age 75 or younger on the Rider Application Date. Once you add a rider to your Contract, it may not be cancelled except during the 60-day period following the next 3rd Contract Anniversary after January 1, 2004, as described above.

WE RESERVE THE RIGHT TO IMPOSE LIMITATIONS ON THE INVESTMENT ALTERNATIVES IN WHICH YOU MAY INVEST AS A CONDITION OF THESE OPTIONS. THESE RESTRICTIONS MAY INCLUDE, BUT ARE NOT LIMITED TO, MAXIMUM INVESTMENT LIMITS ON CERTAIN INVESTMENT ALTERNATIVES, EXCLUSION OF CERTAIN INVESTMENT ALTERNATIVES, REQUIRED MINIMUM ALLOCATIONS TO CERTAIN VARIABLE SUB-ACCOUNTS AND/OR THE REQUIRED USE OF AUTOMATIC PORTFOLIO REBALANCING. CURRENTLY, NO SUCH RESTRICTIONS ARE BEING IMPOSED.

For each option, an "INCOME BASE" is calculated, which is used only for the purpose of calculating the "GUARANTEED RETIREMENT INCOME BENEFIT" and the appropriate "RIDER FEE," all defined below. The Income Base does not provide a Contract Value or guarantee performance of any investment option. The Income Base for RIG 1 and RIG 2 are described in more detail below.

You may apply the Income Base less applicable taxes to an Income Plan on the Payout Start Date and receive the Guaranteed Retirement Income Benefit if all of the following conditions are satisfied:

- . The Payout Start Date must be on or after the 10th Contract Anniversary of the Rider Date.
- . The Payout Start Date must occur during the 30-day period following a Contract Anniversary.
- . The oldest Annuitant must be age 99 or younger as of the Payout Start Date.
- . You must select Fixed Amount Income Payments only.
- . You must select Income Plan 1 or 2, with a Guaranteed Payment Period of at least:
 - . 120 months, if the youngest Annuitant is age 80 or younger as of the Payout Start Date; or
 - . 60 months, if the youngest Annuitant is older than age 80 as of the Payout Start Date.

The "GUARANTEED RETIREMENT INCOME BENEFIT" is determined by applying the Income Base, less any applicable taxes, to the appropriate monthly income payment factor shown in the Income Payment Tables in your Contract for the selected Income Plan.

If a different payment frequency (quarterly, semi-annual, or annual) or different Income Plan is selected, an income payment factor for the selected payment frequency and Income Plan is determined on the same mortality and interest rate basis as the Income Payment Tables shown in your Contract.

On the Payout Start Date, the income payments for the selected Income Plan will be the greater of:

- . The Guaranteed Retirement Income Benefit; or
- . For fixed income payments, the Contract Value, adjusted by any applicable Market Value Adjustment, less any applicable taxes is applied to the greater of: the appropriate income payment factor for the selected Income Plan from the income payment tables in your Contract, or an income payment factor for the selected Income Plan that we are offering on the Payout Start Date.

We assess an annual Rider Fee if you selected one of the Retirement Income Guarantee Options. The Rider Fee is deducted on each Contract Anniversary on a pro rata basis from each of the Variable Sub-Accounts in which your Contract Value is invested on that date. The Rider Fee will decrease the number of Accumulation Units in each Variable Sub-Account. The Rider Fee is deducted only during the Accumulation Phase of the Contract. For the first Contract Anniversary following the Rider Date, the Rider Fee will be prorated to cover the period between the Rider Date and the first Contract Anniversary after the Rider Date. In the case of a full withdrawal of the Contract Value, the Rider Fee is prorated to cover the period between the Contract Anniversary immediately prior to the withdrawal and the date of the withdrawal.



The Rider Fee for RIG 1 is 0.40% of the Income Base on each Contract Anniversary. The Rider Fee for RIG 2 is 0.55% of the Income Base on each Contract Anniversary.

These options will terminate and the corresponding Rider Fee will cease on the earliest of the following to occur:

- . The date the Contract is terminated;
- . If the Contract is not continued in the Accumulation Phase under either the Death of Owner or Death of Annuitant provisions of the Contract. The option will terminate on the date we determine the Death Proceeds;
- . The Payout Start Date; or
- . You elect to cancel your RIG 1 or RIG 2 Option during the 60-day period following the next 3rd Contract Anniversary after January 1, 2004 (since we discontinued offering the Trade-In Program as of that date).

Otherwise, the options may not be terminated or cancelled.

CALCULATION OF INCOME BASE.

On the Rider Date, the "RIG 1 INCOME BASE" is equal to the Contract Value. The RIG 1 Income Base, plus purchase payments made after the Rider Date and less RIG 1 withdrawal adjustments for withdrawals made after the Rider Date, will accumulate interest on a daily basis at a rate equivalent to 5% per year (3% in certain states), subject to the "CAP" defined below. This accumulation will continue until the first Contract Anniversary following the 85th/ birthday of the oldest Contract Owner or oldest Annuitant, whichever occurs first. After the 5% interest accumulation ends (3% in certain states), the RIG 1 Income Base will continue to be increased by purchase payments and reduced by RIG 1 withdrawal adjustments for withdrawals until the option terminates. The "RIG 1 WITHDRAWAL ADJUSTMENT" is defined below.

The RIG 1 Income Base will not exceed a Cap equal to:

- . 200% of the Contract Value as of the Rider Date; plus
- . 200% of purchase payments made after the Rider Date, but excluding any purchase payments made in the 12-month period immediately prior to the Payout Start Date; minus
- . RIG 1 Withdrawal Adjustments for any withdrawals made after the Rider Date.

RIG 1 WITHDRAWAL ADJUSTMENT. Prior to the first Contract Anniversary following the 85th birthday of the oldest Contract Owner or oldest Annuitant, whichever is earlier, the withdrawal adjustment is as follows:

. In each Contract Year, for the portion of withdrawals that do not cumulatively exceed 5% (3% in certain states) of the RIG 1 Income Base as of the beginning of the Contract Year (or as of the Rider Date for the first Contract Year in which RIG 1 is added), the withdrawal adjustment is equal to the amount withdrawn (or portion thereof) multiplied by a discount factor. The discount factor is calculated using a 5% annual interest rate (3% in certain states) and the portion of the Contract Year between the withdrawal date and the end of the Contract Year. This withdrawal adjustment has the effect of reducing the RIG 1 Income Base at the end of the Contract Year by the actual amount of the withdrawal. In other words, for purposes of calculating the RIG 1 Income Base, the withdrawal is treated as if it occurred at the end of the Contract Year.

. In each Contract Year, for the portion of withdrawals that cumulatively exceed 5% (3% in certain states) of the RIG 1 Income Base as of the beginning of the Contract Year (or as of the Rider Date for the first Contract Year in which RIG 1 is added), the withdrawal adjustment is equal to the withdrawal amount (or portion thereof), divided by the Contract Value immediately prior to the withdrawal and reduced for the portion of withdrawals that does not cumulatively exceed 5% (3% in certain states), and the result multiplied by the most recently calculated RIG 1 Income Base, reduced for the portion of withdrawals that does not cumulatively exceed 5% (3% in certain states).

On or after the first Contract Anniversary following the 85th birthday of the oldest Contract Owner or the Annuitant, all withdrawal adjustments are equal to the withdrawal amount, divided by the Contract Value immediately prior to the withdrawal, and the result multiplied by the most recently calculated RIG 1 Income Base.

See Appendix D for numerical examples that illustrate how the RIG 1 Withdrawal Adjustment is applied.

The "RIG 2 INCOME BASE" is defined as the greater of "INCOME BASE A" or "INCOME

BASE B."

"INCOME BASE A" and its corresponding Withdrawal Adjustment are calculated in the same manner as the RIG 1 Income Base and RIG 1 Withdrawal Adjustment.

On the Rider Date, "INCOME BASE B" is equal to the Contract Value. After the Rider Date and prior to the Payout Start Date, Income Base B is recalculated each time a purchase payment or withdrawal is made as well as on each Contract Anniversary as follows:

- . Each time a purchase payment is made, Income Base B is increased by the amount of the purchase payment.
- . Each time a withdrawal is made, Income Base B is reduced by a proportional withdrawal adjustment, defined as the withdrawal amount divided by the

Contract Value immediately prior to the withdrawal, and the result multiplied by the most recently calculated Income Base B.

. On each Contract Anniversary until the first Contract Anniversary following the 85th/ birthday of the oldest Contract Owner or oldest Annuitant, whichever occurs first, Income Base B is equal to the greater of the Contract Value on that date or the most recently calculated Income Base B.

If no purchase payments or withdrawals are made after the Rider Date, Income Base B will be equal to the greatest of the Contract Value on the Rider Date and the Contract Values on each subsequent Contract Anniversary until the earlier of the Payout Start Date or the Contract Anniversary following the 85th birthday of the oldest Contract Owner or oldest Annuitant, whichever occurs first.

CERTAIN EMPLOYEE BENEFIT PLANS

The Contracts offered by this prospectus contain income payment tables that provide for different payments to men and women of the same age, except in states that require unisex tables. We reserve the right to use income payment tables that do not distinguish on the basis of sex to the extent permitted by applicable law. In certain employment-related situations, employers are required by law to use the same income payment tables for men and women. Accordingly, if the Contract is used in connection with an employment-related retirement or benefit plan and we do not offer unisex annuity tables in your state, you should consult with legal counsel as to whether the Contract is appropriate.

DEATH BENEFITS

DEATH PROCEEDS

Under certain conditions, described below, we will pay Death Proceeds for this Contract on the death of the Contract Owner, Annuitant, or Co-Annuitant if the death occurs prior to the Payout Start Date. If the Owner or Annuitant dies after the Payout Start Date, we will pay remaining income payments as described in the "Payout Phase" section of your Contract. See "Income Payments" for more information.

We will determine the value of the Death Proceeds as of the end of the Valuation Date during which we receive the first Complete Request for Settlement (the next Valuation Date, if we receive the request after 3:00 p.m. Central Time). In order to be considered a "COMPLETE REQUEST FOR SETTLEMENT," a claim for distribution of the Death Proceeds must include "DUE PROOF OF DEATH" in any of the following forms of documentation:

- . A certified copy of the death certificate;
- . A certified copy of a decree of a court of competent jurisdiction as to the finding of death; or
- . Any other proof acceptable to us.

"DEATH PROCEEDS" are determined based on when we receive a Complete Request for Settlement:

- . If we receive a Complete Request for Settlement within 180 days of the death of the Contract Owner, Annuitant, or Co-Annuitant, as applicable, the Death Proceeds are equal to the "DEATH BENEFIT."
- . If we receive a Complete Request for Settlement more than 180 days after the death of the Contract Owner, Annuitant, or Co-Annuitant, as applicable, the Death Proceeds are equal to the greater of the Contract Value or Settlement Value. We reserve the right to waive or extend, in a nondiscriminatory manner, the 180-day period in which the Death Proceeds will equal the Death Benefit.

Where there are multiple Beneficiaries, we will only value the Death Proceeds at the time the first Beneficiary submits the necessary documentation in good order. Any Death Proceeds amounts attributable to any Beneficiary which remain in the Variable Sub-Accounts are subject to investment risk.

DEATH BENEFIT OPTIONS

In addition to the ROP Death Benefit included in your Contract, we offer the following death benefit options which may be added to your Contract:

- . MAV Death Benefit Option
- . Enhanced Beneficiary Protection (Annual Increase) Option
- . Earnings Protection Death Benefit Option

The SureIncome Plus Option and SureIncome For Life Option also include a death benefit option, the SureIncome Return of Premium Death Benefit ("SureIncome ROP Death Benefit.")

The amount of the Death Benefit depends on which death benefit option(s) you select. Not all death benefit options are available in all states.

You may select any combination of death benefit options on the Issue Date of your Contract or at a later date, subject to state availability and issue age restrictions. You may not add any of the death benefit option(s) to your Contract after Contract issue without our prior approval if your Contract Value is greater than \$1,000,000 at the time you choose to add an option(s).

The "DEATH BENEFIT" is equal to the Earnings Protection Death Benefit (if selected) plus the greatest of:

. The Contract Value;

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- . The Settlement Value;
- . The ROP Death Benefit;
- . The MAV Death Benefit Option (if selected);
- . The Enhanced Beneficiary Protection (Annual Increase) Option (if selected); or
- . The SureIncome ROP Death Benefit.*

The "Settlement Value" is the amount that would be paid in the event of a full withdrawal of the Contract Value.

* The SureIncome ROP Death Benefit under the SureIncome For Life Option is only included in the calculation of the Death Benefit upon the death of the SureIncome Covered Life. If a Contract Owner, Annuitant or Co-Annuitant who is not the SureIncome Covered Life dies, the SureIncome ROP Death Benefit is not applicable.

The "ROP DEATH BENEFIT" is equal to the sum of all purchase payments, reduced by a proportional withdrawal adjustment for each withdrawal. The withdrawal adjustment is equal to the withdrawal amount divided by the Contract Value immediately prior to the withdrawal, and the result is multiplied by:

The sum of all purchase payments made prior to the withdrawal, less any prior withdrawal adjustments.

MAXIMUM ANNIVERSARY VALUE DEATH BENEFIT OPTION.

The "MAV DEATH BENEFIT OPTION" is only available if the oldest Contract Owner and oldest Annuitant are age 79 or younger on the Rider Application Date. There is an additional mortality and expense risk charge for this death benefit option, currently equal to 0.20%. We may change what we charge for this death benefit option, but it will never exceed 0.30%. Once added to your Contract, we guarantee that we will not increase the mortality and expense risk charge you pay for this death benefit option.

On the date we issue the rider for this benefit ("Rider Date"), the MAV DEATH BENEFIT is equal to the Contract Value. After the Rider Date and prior to the date we determine the Death Proceeds (see "Death Proceeds," above), the MAV Death Benefit is recalculated each time a purchase payment or withdrawal is made as well as on each Contract Anniversary as follows:

- . Each time a purchase payment is made, the MAV Death Benefit is increased by the amount of the purchase payment.
- . Each time a withdrawal is made, the MAV Death Benefit is reduced by a proportional withdrawal adjustment, defined as the withdrawal amount divided by the Contract Value immediately prior to the withdrawal, and the result multiplied by the most recently calculated MAV Death Benefit.
- . On each Contract Anniversary until the first Contract Anniversary following the 80th birthday of the oldest Contract Owner or oldest Annuitant, whichever occurs first, the MAV Death Benefit is recalculated as the greater of the Contract Value on that date or the most recently calculated MAV Death Benefit.

If no purchase payments or withdrawals are made after the Rider Date, the MAV Death Benefit will be equal to the greatest of the Contract Value on the Rider Date and the Contract Values on each subsequent Contract Anniversary after the Rider Date, but before the date we determine the Death Proceeds. If, upon death of the Contract Owner, the Contract is continued under Option D as described on page 73 below, and if the oldest New Contract Owner and the oldest Annuitant are age 80 or younger on the date we determine the Death Proceeds, then the MAV Death Benefit Option will continue. The MAV Death Benefit will continue to be recalculated for purchase payments, withdrawals, and on each Contract Anniversary after the date we determine the Death Proceeds until the earlier of:

- . The first Contract Anniversary following the 80th/ birthday of either the oldest New Contract Owner or the oldest Annuitant, whichever is earlier. (After the 80th birthday of either the oldest New Contract Owner or the oldest Annuitant, whichever is earlier, the MAV Death Benefit will be recalculated only for purchase payments and withdrawals); or
- . The date we next determine the Death Proceeds.

ENHANCED BENEFICIARY PROTECTION (ANNUAL INCREASE) OPTION.

The Enhanced Beneficiary Protection (Annual Increase) Option is only available if the oldest Contract Owner and oldest Annuitant are age 79 or younger on the Rider Application Date. There is an additional mortality and expense risk charge for this death benefit option, currently equal to 0.30%. We may change what we charge for this death benefit option, but it will never exceed 0.30%. Once added to your Contract, we guarantee that we will not increase the mortality and expense risk charge you pay for this death benefit option.

On the date we issue the rider for this benefit ("Rider Date"), the Enhanced Beneficiary Protection (Annual Increase) Benefit is equal to the Contract Value. The Enhanced Beneficiary Protection (Annual Increase) Benefit, plus purchase payments made after the Rider Date and less withdrawal adjustments for withdrawals made after the Rider Date, will accumulate interest on a daily basis at a rate equivalent to 5% per year (3% in certain states), subject to the "CAP" defined below. This accumulation will continue until the earlier of:

- (a) the first Contract Anniversary following the 80th/ birthday of the oldest Contract Owner or oldest Annuitant, whichever occurs first; or
- (b) the date we determine the Death Proceeds.



After the 5% interest accumulation ends (3% in certain states), the Enhanced Beneficiary Protection (Annual Increase) Benefit will continue to be increased by purchase payments and reduced by withdrawal adjustments for withdrawals until the death benefit option terminates. The withdrawal adjustment is a proportional adjustment, defined as the withdrawal amount divided by the Contract Value immediately prior to the withdrawal, and the result multiplied by the amount of the Enhanced Beneficiary Protection (Annual Increase) Benefit immediately prior to the withdrawal.

The Enhanced Beneficiary Protection (Annual Increase) Benefit CAP is equal to:

. 200% of the Contract Value as of the Rider Date; plus

. 200% of purchase payments made after the Rider Date, but excluding any purchase payments made in the 12-month period immediately prior to the death of the Contract Owner or the Annuitant; minus

. Withdrawal adjustments for any withdrawals made after the Rider Date. Refer to Appendix E for withdrawal adjustment examples.

If, upon death of the Contract Owner, the Contract is continued under Option D as described on page 73, and if the oldest New Contract Owner and the oldest Annuitant are age 80 or younger on the date we determine the Death Proceeds, then the Enhanced Beneficiary Protection (Annual Increase) Option will continue. The amount of the Enhanced Beneficiary Protection (Annual Increase) Benefit as of the date we determine the Death Proceeds, plus subsequent purchase payments, less withdrawal adjustments for any subsequent withdrawals, will accumulate daily at a rate equivalent to 5% per year (3% in certain states) from the date we determine the Death Proceeds, until the earlier of:

. The first Contract Anniversary following the 80th birthday of either the oldest New Contract Owner or the oldest Annuitant, whichever is earlier. (After the 80th birthday of either the oldest New Owner or the oldest Annuitant, whichever is earlier, the Enhanced Beneficiary Protection (Annual Increase) Benefit will be recalculated only for purchase payments and withdrawals); or

. The date we next determine the Death Proceeds.

EARNINGS PROTECTION DEATH BENEFIT OPTION.

The "EARNINGS PROTECTION DEATH BENEFIT OPTION" is only available if the oldest Contract Owner and oldest Annuitant are age 79 or younger on the Rider Application Date. There is an additional mortality and expense risk charge for this death benefit option, currently equal to:

. 0.25%, if the oldest Contract Owner and oldest Annuitant are age 70 or younger on the Rider Application Date; and

. 0.40%, if the oldest Contract Owner or oldest Annuitant is over age 70 and all are age 79 or younger on the Rider Application Date.

We may change what we charge for this death benefit option, but it will never exceed 0.35% for issue ages 0-70 and 0.50% for issue ages 71-79. Once added to your Contract, we guarantee that we will not increase the mortality and expense risk charge you pay for this death benefit option. However, if your spouse elects to continue the Contract in the event of your death and if he or she elects to continue the Earnings Protection Death Benefit Option, the mortality and expense risk charge for the death benefit option will be based on the ages of the oldest new Contract Owner and the oldest Annuitant at the time the Contract is continued.

If the oldest Contract Owner and oldest Annuitant are age 70 or younger on the Rider Application Date, the EARNINGS PROTECTION DEATH BENEFIT is equal to the lesser of:

. 100% of "IN-FORCE PREMIUM" (excluding purchase payments made after the date we issue the rider for this benefit ("Rider Date") and during the twelve-month period immediately prior to the death of the Contract Owner or Annuitant); or

. 40% of "IN-FORCE EARNINGS"

calculated as of the date we determine the Death Proceeds.

If the oldest Contract Owner or oldest Annuitant is over age 70 and all are age 79 or younger on the Rider Application Date, the EARNINGS PROTECTION DEATH BENEFIT is equal to the lesser of:

. 50% of "IN-FORCE PREMIUM" (excluding purchase payments made after the Rider Date and during the twelve-month period immediately prior to the death of the Contract Owner or Annuitant); or

. 25% of "IN-FORCE EARNINGS"

calculated as of the date we determine the Death Proceeds.

IN-FORCE EARNINGS are equal to the current Contract Value less In-Force Premium. If this quantity is negative, then In-Force Earnings are equal to zero.

IN-FORCE PREMIUM is equal to the Contract Value on the Rider Date, plus the sum of all purchase payments made after the Rider Date, less the sum of all "EXCESS-OF-EARNINGS WITHDRAWALS" made after the Rider Date.

An EXCESS-OF-EARNINGS WITHDRAWAL is equal to the excess, if any, of the amount of the withdrawal over the amount of the In-Force Earnings immediately prior to the withdrawal.

Refer to Appendix F for numerical examples that illustrate how the Earnings Protection Death Benefit Option is calculated.

If, upon death of the Contract Owner, the Contract is continued under Option D as described on page 73 below, and if the oldest new Owner and the oldest Annuitant are younger than age 80 on the date we determine the Death Proceeds, then this death benefit option will continue unless the New Contract Owner elects to terminate the death benefit option. If the death benefit option is continued, the following will apply as of the date we determine the Death Proceeds upon continuation:

. The Rider Date will be changed to the date we determine the Death Proceeds;

. The In-Force Premium is equal to the Contract Value as of the new Rider Date plus all purchase payments made after the Rider Date, less the sum of all the Excess-of-Earnings Withdrawals made after the Rider Date;

. The Earnings Protection Death Benefit after the new Rider Date will be determined as described above, but using the ages of the oldest new Contract Owner and the oldest Annuitant as of the new Rider Date.

. The mortality and expense risk charge, for this rider, will be determined as described above, but using the ages of the oldest new Contract Owner and the oldest Annuitant as of the new Rider Date.

If either the Contract Owner's or the Annuitant's age is misstated, the Earnings Protection Death Benefit and the mortality and expense risk charge for this death benefit option will be calculated according to the corrected age as of the Rider Date. Your Contract Value will be adjusted to reflect the mortality and expense risk charge for this death benefit option that should have been assessed based on the corrected age.

ALL OPTIONS.

WE RESERVE THE RIGHT TO IMPOSE LIMITATIONS ON THE INVESTMENT ALTERNATIVES IN WHICH YOU MAY INVEST AS A CONDITION OF THESE OPTIONS. THESE RESTRICTIONS MAY INCLUDE, BUT ARE NOT LIMITED TO, MAXIMUM INVESTMENT LIMITS ON CERTAIN INVESTMENT ALTERNATIVES, EXCLUSION OF CERTAIN INVESTMENT ALTERNATIVES, REQUIRED MINIMUM ALLOCATIONS TO CERTAIN VARIABLE SUB-ACCOUNTS AND/OR THE REQUIRED USE OF AUTOMATIC PORTFOLIO REBALANCING. CURRENTLY, NO SUCH RESTRICTIONS ARE BEING IMPOSED.

These death benefit options will terminate and the corresponding Rider Fee will cease on the earliest of the following to occur:

. the date the Contract is terminated;

. if, upon the death of the Contract Owner, the Contract is continued under Option D as described in the Death of Owner section on page 73, and either the oldest New Owner or the oldest Annuitant is older than age 80 (age 80 or older for the Earnings Protection Death Benefit Option) on the date we determine the Death Proceeds. The death benefit option will terminate on the date we determine the Death Proceeds;

. if the Contract is not continued in the Accumulation Phase under either the Death of Owner or Death of Annuitant provisions of the Contract. The death benefit option will terminate on the date we determine the Death Proceeds;

. on the date the Contract Owner (if the current Contract Owner is a living person) is changed for any reason other than death unless the New Contract Owner is a trust and the Annuitant is the current Contract Owner;

. on the date the Contract Owner (if the current Contract Owner is a non-living person) is changed for any reason unless the New Contract Owner is a non-living person or is the current Annuitant; or

. the Payout Start Date.

Notwithstanding the preceding, in the event of the Contract Owner's death, if the Contract Owner's spouse elects to continue the Contract (as permitted in the Death of Owner provision below) he or she may terminate the Earnings Protection Death Benefit at that time.

DEATH BENEFIT PAYMENTS

DEATH OF CONTRACT OWNER

If a Contract Owner dies prior to the Payout Start Date, then the surviving Contract Owners will be "NEW CONTRACT OWNERS". If there are no surviving Contract Owners, then subject to any restrictions previously placed upon them, the Beneficiaries will be the New Contract Owners.

If there is more than one New Contract Owner taking a share of the Death Proceeds, each New Contract Owner will be treated as a separate and independent Contract Owner of his or her respective share of the Death Proceeds. Each New Contract Owner will exercise all rights related to his or her share of the Death Proceeds, including the sole right to elect one of the Option(s) below, subject to any restrictions previously placed upon the New Contract Owner. Each New Contract Owner may designate a Beneficiary(ies) for his or her respective share, but that designated Beneficiary(ies) will be restricted to the Option chosen by the original New Contract Owner.

The Options available to the New Contract Owner will be determined by the applicable following Category in which the New Contract Owner is defined. An Option will be deemed to have been chosen on the day we receive written notification in a form satisfactory to us.

NEW CONTRACT OWNER CATEGORIES

CATEGORY 1. If your spouse (or Annuitant's spouse in the case of a grantor trust-owned Contract) is the sole



New Contract Owner of the entire Contract, your spouse must choose from among the death settlement Options A, B, C, D, or E described below. If he or she does not choose one of these Options, then Option D will apply.

CATEGORY 2. If the New Contract Owner is a living person who is not your spouse (or Annuitant's spouse in the case of a grantor trust-owned Contract), or there is more than one New Contract Owner, all of whom are living persons, each New Contract Owner must choose from among the death settlement Options A, B, C, or E described below. If a New Contract Owner does not choose one of these Options, then Option C will apply for that New Contract Owner.

CATEGORY 3. If there are one or more New Contract Owner(s) and at least one of the New Contract Owners is a non-living person such as a corporation or a trust, all New Contract Owners are considered to be non-living persons for purposes of the death settlement options. Each New Contract Owner must choose death settlement Option A or C described below. If a New Contract Owner does not choose one of these Options, then Option C will apply for that New Contract Owner.

The death settlement options we currently offer are:

OPTION A. The New Contract Owner may elect to receive the Death Proceeds in a lump sum.

OPTION B. The New Contract Owner may elect to apply the Death Proceeds to one of the Income Plans described above. Such income payments must begin within one year of the date of death and must be payable:

. Over the life of the New Contract Owner; or

. For a guaranteed payment period of at least 5 years (60 months), but not to exceed the life expectancy of the New Contract Owner; or

. Over the life of the New Contract Owner with a guaranteed payment period of at least 5 years (60 months), but not to exceed the life expectancy of the New Contract Owner.

OPTION C. The New Contract Owner may elect to receive the Contract Value payable within 5 years of the date of death. The Contract Value, as of the date we receive the first Complete Request for Settlement, will be reset to equal the Death Proceeds as of that date. Any excess amount of the Death Proceeds over the Contract Value on that date will be allocated to the Morgan Stanley VIS Money Market - Class Y Sub-Account unless the New Contract Owner provides other allocation instructions.

The New Contract Owner may not make any additional purchase payments under this option. Withdrawal charges will be waived for any withdrawals made during the 5-year period after the date of death; however, amounts withdrawn may be subject to Market Value Adjustments. The New Contract Owner may exercise all rights set forth in the Transfers provision.

If the New Contract Owner dies before the Contract Value is completely withdrawn, the New Contract Owner's Beneficiary(ies) will receive the greater of the remaining Settlement Value or the remaining Contract Value within 5 years of the date of the original Contract Owner's death.

OPTION D. The New Contract Owner may elect to continue the Contract in the Accumulation Phase. If the Contract Owner was also the Annuitant, then the New Contract Owner will be the new Annuitant. This Option may only be exercised once per Contract. The Contract Value, as of the date we receive the first Complete Request for Settlement, will be reset to equal the Death Proceeds as of that date.

Unless otherwise instructed by the continuing spouse, the excess, if any, of the Death Proceeds over the Contract Value will be allocated to the Sub-Accounts of the Variable Account. This excess will be allocated in proportion to your Contract Value in those Sub-Accounts as of the end of the Valuation Date that we receive the complete request for settlement except that any portion of this excess attributable to the Fixed Account Options will be allocated to the Morgan Stanley VIS Money Market - Class Y Sub-Account.

Within 30 days after the date we determine the Death Proceeds, the New Contract Owner may make a one-time transfer of all or a portion of the excess of the Death Proceeds, if any, into any combination of Variable Sub-Accounts, the Standard Fixed Account and the Market Value Adjusted Fixed Account without incurring a transfer fee, provided the investment alternative is available with the Contract at that time. Any such transfer does not count as one of the free transfers allowed each Contract Year and is subject to any minimum allocation amount specified in this Contract.

The New Contract Owner may make a single withdrawal of any amount within one year of the date of your death without incurring a Withdrawal Charge; however, the amount withdrawn may be subject to a Market Value Adjustment and a 10% tax penalty if the New Contract Owner is under age 59 1/2.

OPTION E. For Nonqualified Contracts, the New Contract Owner may elect to make withdrawals at least annually of amounts equal to the "ANNUAL REQUIRED DISTRIBUTION" calculated for each calendar year. The first such withdrawal must occur within:

. One year of the date of death;

. The same calendar year as the date we receive the first Complete Request for Settlement; and

. One withdrawal frequency.

The New Contract Owner must select the withdrawal frequency (monthly, quarterly, semi-annual, or annual). Once this option is elected and frequency of withdrawals is chosen, they cannot be changed by the New Contract Owner and become irrevocable.

In the calendar year in which the Death Proceeds are determined, the ANNUAL REQUIRED DISTRIBUTION is equal to the Contract Value on the date of the first distribution divided by the "Life Expectancy" of the New Contract Owner and the result multiplied by a fraction that represents the portion of the calendar year remaining after the date of the first distribution. (The Contract Value, as of the date we receive the Complete Request for Settlement, will be reset to equal the Death Proceeds as of that date. The Contract Value on the date of the first distribution may be more or less than the Contract Value as of the date we receive the Complete Request for Settlement.) The Life Expectancy in that calendar year is equal to the life expectancy value from IRS Tables based on the age of the New Contract Owner as of his or her birthday in the same calendar year.

In any subsequent calendar year, the Annual Required Distribution is equal to the Contract Value as of December 31 of the prior year divided by the remaining Life Expectancy of the New Contract Owner. In each calendar year after the calendar year in which the first distribution occurred, the Life Expectancy of the New Contract Owner is the Life Expectancy calculated in the previous calendar year minus one (1) year. If the Life Expectancy is less than one (1), the Annual Required Distribution is equal to the Contract Value.

If the New Contract Owner dies before the Contract Value is completely withdrawn, the scheduled withdrawals will continue to be paid to the New Contract Owner's Beneficiary(ies). The Contract Value invested in the Variable Sub-Accounts will be subject to investment risk until it is withdrawn.

We reserve the right to offer additional death settlement options.

DEATH OF ANNUITANT

If the Annuitant dies prior to the Payout Start Date, then the surviving Contract Owners will have the Options available to the New Contract Owner, determined by the applicable following category in which the New Contract Owner is defined, unless:

. The Annuitant was also the Contract Owner, in which case the Death of Owner provisions above apply; or

. The Contract Owner is a grantor trust not established by a business, in which case the Beneficiary(ies) will be deemed the New Contract Owners and the Death of Contract Owner provisions above will apply.

SURVIVING CONTRACT OWNER CATEGORIES

CATEGORY 1. If the Contract Owner is a living person, prior to the Annuitant's death, the Contract Owner must choose from among the death settlement Options A, B, or D described below. If the Contract Owner does not choose one of these Options, then Option D will apply.

CATEGORY 2. If the Contract Owner is a non-living person such as a corporation or a trust, the Contract Owner must choose from death settlement Options A or C described below. If the Contract Owner does not choose one of these Options, then Option C will apply.

The death settlement options we currently offer are:

OPTION A. The Contract Owner may elect to receive the Death Proceeds in a lump sum.

OPTION B. The Contract Owner may elect to apply the Death Proceeds to one of the Income Plans described above. Such income payments must begin within one year of the date of death.

OPTION C. The Contract Owner may elect to receive the Contract Value payable within 5 years of the date of death. The Contract Value, as of the date we receive the first Complete Request for Settlement, will be reset to equal the Death Proceeds as of that date. Any excess amount of the Death Proceeds over the Contract Value on that date will be allocated to the Morgan Stanley VIS Money Market - Class Y Sub-Account unless the Contract Owner provides other allocation instructions.

The Contract Owner may not make any additional purchase payments under this option. Withdrawal charges will be waived for any withdrawals made during the 5-year period after the date of death; however, amounts withdrawn may be subject to Market Value Adjustments. The Contract Owner may exercise all rights set forth in the Transfers provision.

OPTION D. The Contract Owner may elect to continue the Contract and the youngest Contract Owner will become the new Annuitant. The Contract Value of the continued Contract will not be adjusted to equal the Death Proceeds.

We reserve the right to offer additional death settlement options.

QUALIFIED CONTRACTS

The death settlement options for Qualified Contracts, including IRAs, may be different to conform with the individual tax requirements of each type of Qualified Contract. Please refer to your Endorsement for IRAs or 403(b) plans, if applicable, for additional information on your death settlement options. In the case of certain Qualified Plans, the terms of the Qualified Plan Endorsement and the plans may govern the right to benefits, regardless of the terms of the Contract.



SPOUSAL PROTECTION BENEFIT (CO-ANNUITANT) OPTION AND DEATH OF CO-ANNUITANT

We offer a Spousal Protection Benefit (Co-Annuitant) Option that may be added to your Contract subject to the following conditions:

- . The individually owned Contract must be either a traditional, Roth, or Simplified Employee Pension IRA.
- . The Contract Owner's spouse must be the sole Primary Beneficiary of the Contract and will be the named Co-Annuitant.
- . The Contract Owner must be age 90 or younger on the Rider Application Date; and the Co-Annuitant must be age 79 or younger on the Rider Application Date.
- . On or after May 1, 2005, the Option may be added only when we issue the Contract or within 6 months of the Contract Owner's marriage. You may not add the Option to your Contract without our prior approval if your Contract Value is greater than \$1,000,000 at the time you choose to add the Option. We may require proof of marriage in a form satisfactory to us.

Under the Spousal Protection Benefit Option, the Co-Annuitant will be considered to be an Annuitant under the Contract during the Accumulation Phase except that the "Death of Annuitant" provision does not apply on the death of the Co-Annuitant, and the latest Payout Start Date will be based solely on the Contract Owner's age.

You may change the Co-Annuitant to a new spouse only if you provide proof of remarriage in a form satisfactory to us. Once we accept a change, the change will take effect on the date you signed the request. Each change is subject to any payment we make or other action we take before we accept it. At any time, there may be only one Co-Annuitant under your Contract.

There is an annual Rider Fee of 0.10% of the Contract Value for new Options added on or after January 1, 2005. For Options added prior to this date, there is no charge for this Option. We reserve the right to assess an annual Rider Fee not to exceed 0.15% for Options added in the future. Once this Option is added to your Contract, we guarantee that we will not increase what we charge you for this Option. For Contracts purchased on or after January 1, 2005, we may discontinue offering the Spousal Protection Benefit (Co-Annuitant) Option at any time prior to the time you elect to receive it.

The option will terminate upon the date termination is accepted by us or will terminate on the earliest of the following occurrences:

- . upon the death of the Co-Annuitant (as of the date we determine the Death Proceeds);
- . upon the death of the Contract Owner (as of the date we determine the Death Proceeds);
- . on the date the Contract is terminated;
- . on the Payout Start Date; or
- . on the date you change the beneficiary of the Contract and the change is accepted by us;
- . for options added on or after January 1, 2005, the Owner may terminate the option upon the divorce of the Owner and the Co-Annuitant by providing written notice and proof of divorce in a form satisfactory to us;
- . for options added prior to January 1, 2005, the Owner may terminate this option at anytime by written notice in a form satisfactory to us.

Once terminated, a new Spousal Protection Benefit (Co-Annuitant) Option cannot be added to the Contract unless the last Option attached to the Contract was terminated due to divorce or a change of beneficiary.

DEATH OF CO-ANNUITANT. If the Co-Annuitant dies prior to the Payout Start Date, subject to the following conditions, the Contract will be continued according to Option D under the "Death of Owner" provision of your Contract:

- . The Co-Annuitant must have been your legal spouse on the date of his or her death; and
- . Option D of the "Death of Owner" provision of your Contract has not previously been exercised.

The Contract may only be continued once under Option D under the "Death of Owner" provision. For a description of Option D, see the "Death of Owner" section of this prospectus.

SPOUSAL PROTECTION BENEFIT (CO-ANNUITANT) OPTION FOR CUSTODIAL INDIVIDUAL RETIREMENT ACCOUNTS AND DEATH OF CO-ANNUITANT

We offer a Spousal Protection Benefit (Co-Annuitant) Option for certain Custodial Individual Retirement Accounts established under Code Section 408(a) that may be added to your Contract. CSP may not be available in all states. CSP is subject to the following conditions ("CSP Conditions"):

- . The beneficially owned Contract must be a Custodial traditional IRA, Custodial Roth IRA, or a Custodial Simplified Employee Pension IRA.
- . The Annuitant must be the beneficial owner of the Custodial traditional IRA, Custodial Roth IRA, or Custodial Simplified Employee Pension IRA.
- . The Co-Annuitant must be the legal spouse of the Annuitant. Only one Co-Annuitant may be named.
- . The Co-Annuitant must be the sole beneficiary of the Custodial traditional IRA, Custodial Roth IRA, or the Custodial Simplified Employee Pension IRA.

. The Annuitant must be age 90 or younger on the CSP Application Date.

. The Co-Annuitant must be age 79 or younger on the CSP Application Date.

. On or after May 1, 2005, the CSP may be added only when we issue the Contract or within 6 months of the beneficial owner's marriage. You may not add the CSP to your Contract without our prior approval if your Contract Value is greater than \$1,000,000 at the time you choose to add the CSP. We may require proof of marriage in a form satisfactory to us.

. We have made no payments under any Income Plan.

. There is an annual Rider Fee of 0.10% of the Contract Value for new Options added on or after January 1, 2005. For Options added prior to this date, there is no charge for this Option. We reserve the right to increase the annual Rider Fee to up to 0.15% of the Contract Value.

Under CSP, the Co-Annuitant will be considered to be an Annuitant under the Contract during the Accumulation Phase except that:

. The Co-Annuitant will not be considered to be an Annuitant for purposes of determining the Payout Start Date.

. The "Death of Annuitant" provision of the Contract does not apply on the death of the Co-Annuitant.

. The Co-Annuitant is not considered the beneficial owner of the Custodial traditional IRA, Custodial Roth IRA, or the Custodial Simplified Employee Pension IRA.

You may change the Co-Annuitant to a new spouse only if you provide proof of remarriage in a form satisfactory to us. Once we accept a change, the change will take effect on the date you signed the request. Each change is subject to any payment we make or other action we take before we accept it. At any time, there may only be one Co-Annuitant under your Contract.

For Spousal Protection Benefit (Co-Annuitant) Options for Custodial Individual Retirement Accounts added on or after January 1, 2005, there is an annual Rider Fee of 0.10% of the Contract Value for this Option. For Options added prior to this date, there is no charge for this Option. We reserve the right to assess an annual Rider Fee not to exceed 0.15% for Options added in the future. Once this Option is added to your Contract, we guarantee that we will not increase what we charge you for this Option. For Contracts issued on or after January 1, 2005, we may discontinue offering the Spousal Protection Benefit (Co-Annuitant) Option for Custodial Individual Retirement Accounts at any time to new Contract Owners and to existing Contract Owners who did not elect the Option prior to the date of discontinuance.

The Owner may terminate CSP upon the divorce of the Annuitant and the Co-Annuitant by providing written notice and proof of divorce in a form satisfactory to us. The Owner may also terminate CSP upon a change in the beneficiary of the IRA by providing written notice and proof of the change in a form satisfactory to us. CSP will terminate upon the date termination is accepted by us or on the earliest of the following occurrences:

. On the date CSP is terminated as described above; or

. Upon the death of the Annuitant; or

. Upon the death of the Co-Annuitant; or

. On the date the Contract is terminated; or

. On the Payout Start Date.

Once terminated, a new CSP cannot be added to the Contract unless the last option attached to the Contract was terminated due to divorce or change of beneficiary of the IRA.

DEATH OF CO-ANNUITANT. This section applies if:

. The CSP Conditions are met.

. The Annuitant was, at the time of the Co-Annuitant's death, the beneficial owner of the Custodial traditional IRA, Custodial Roth IRA, or Custodial Simplified Employee Pension IRA.

. We have received proof satisfactory to us that the Co-Annuitant has died.

. The Co-Annuitant was, at the time of the Co-Annuitant's death, the sole beneficiary of the Custodial traditional IRA, Custodial Roth IRA, or Custodial Simplified Employee Pension IRA, and

. the Co-Annuitant was, at the time of the Co-Annuitant's death, the legal spouse of the Annuitant.

If this section applies and if the Co-Annuitant dies prior to the Payout Start Date, then, subject to the following conditions, the Contract may be continued according to Option D under the "Death of Owner" provisions under the same terms and conditions that would apply if the Co-Annuitant were the Owner of the Contract before death and the sole new Owner of the Contract were the Annuitant provided that:

. The Co-Annuitant was the legal spouse of the Annuitant on the date of Annuitant's death.

. The Owner does not thereafter name a new Co-Annuitant; and

. The Owner of the Custodial traditional IRA, Custodial Roth IRA, or Custodial Simplified Employee Pension IRA remains the Custodian; and

. The Contract may only be continued once.

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MORE INFORMATION

ALLSTATE

Allstate Life is the issuer of the Contract. Allstate Life was organized in 1957 as a stock life insurance company under the laws of the State of Illinois.

Allstate Life is a wholly owned subsidiary of Allstate Insurance Company, a stock property-liability insurance company organized under the laws of the State of Illinois. All of the capital stock issued and outstanding of Allstate Insurance Company is owned by Allstate Insurance Holdings, LLC, which is wholly owned by The Allstate Corporation.

Allstate Life is licensed to operate in the District of Columbia, Puerto Rico, and all jurisdictions except the State of New York. We intend to offer the Contract in those jurisdictions in which we are licensed. Our home office is located at 3100 Sanders Road, Northbrook, Illinois, 60062.

Effective June 1, 2006, Allstate Life entered into an agreement ("the Agreement") with Prudential Financial, Inc. and its subsidiary, The Prudential Insurance Company of America ("PICA") pursuant to which Allstate Life sold, through a combination of coinsurance and modified coinsurance reinsurance, substantially all of its variable annuity business. Pursuant to the Agreement Allstate Life and PICA also entered into an administrative services agreement which provides that PICA or an affiliate administer the Variable Account and the Contracts. The benefits and provisions of the Contracts have not been changed by these transactions and agreements. None of the transactions or agreements have changed the fact that we are primarily liable to you under your Contract.

VARIABLE ACCOUNT

Allstate Life established the Allstate Financial Advisors Separate Account I in 1999. We have registered the Variable Account with the SEC as a unit investment trust. The SEC does not supervise the management of the Variable Account or Allstate Life.

We own the assets of the Variable Account. The Variable Account is a segregated asset account under Illinois law. That means we account for the Variable Account's income, gains and losses separately from the results of our other operations. It also means that only the assets of the Variable Account that are in excess of the reserves and other Contract liabilities with respect to the Variable Account are subject to liabilities relating to our other operations. Our obligations arising under the Contracts are general corporate obligations of Allstate Life.

The Variable Account consists of multiple Variable Sub-Accounts, each of which invests in a corresponding Portfolio. We may add new Variable Sub-Accounts or eliminate one or more of them, if we believe marketing, tax, or investment conditions so warrant. We do not guarantee the investment performance of the Variable Account, its Sub-Accounts or the Portfolios. We may use the Variable Account to fund our other annuity contracts. We will account separately for each type of annuity contract funded by the Variable Account.

THE PORTFOLIOS

DIVIDENDS AND CAPITAL GAIN DISTRIBUTIONS. We automatically reinvest all dividends and capital gains distributions from the Portfolios in shares of the distributing Portfolios at their net asset value.

VOTING PRIVILEGES. As a general matter, you do not have a direct right to vote the shares of the Portfolios held by the Variable Sub-Accounts to which you have allocated your Contract Value. Under current law, however, you are entitled to give us instructions on how to vote those shares on certain matters. Based on our present view of the law, we will vote the shares of the Portfolios that we hold directly or indirectly through the Variable Account in accordance with instructions that we receive from Contract Owners entitled to give such instructions.

As a general rule, before the Payout Start Date, the Contract Owner or anyone with a voting interest is the person entitled to give voting instructions. The number of shares that a person has a right to instruct will be determined by dividing the Contract Value allocated to the applicable Variable Sub-Account by the net asset value per share of the corresponding Portfolio as of the record date of the meeting. After the Payout Start Date the person receiving income payments has the voting interest. The payee's number of votes will be determined by dividing the reserve for such Contract allocated to the applicable Sub-Account by the net asset value per share of the corresponding Portfolio. The votes decrease as income payments are made and as the reserves for the Contract decrease.

We will vote shares attributable to Contracts for which we have not received instructions, as well as shares attributable to us, in the same proportion as we vote shares for which we have received instructions, unless we determine that we may vote such shares in our own discretion. We will apply voting instructions to abstain on any item to be voted upon on a pro-rata basis to reduce the votes eligible to be cast.

We reserve the right to vote Portfolio shares as we see fit without regard to voting instructions to the extent permitted by law. If we disregard voting instructions, we will include a summary of that action and our reasons for that action in the next semi-annual financial report we send to you.

CHANGES IN PORTFOLIOS. If the shares of any of the Portfolios are no longer available for investment by the Variable Account or if, in our judgment, further

investment in such shares is no longer desirable in view of the purposes of the Contract, we may eliminate that Portfolio and substitute shares of another eligible investment fund. Any substitution of securities will comply with the requirements of the Investment Company Act of 1940. We also may add new Variable Sub-Accounts that invest in additional underlying funds. We will notify you in advance of any change.

CONFLICTS OF INTEREST. Certain of the Portfolios sell their shares to separate accounts underlying both variable life insurance and variable annuity contracts. It is conceivable that in the future it may be unfavorable for variable life insurance separate accounts and variable annuity separate accounts to invest in the same Portfolio. The board of directors/trustees of these Portfolios monitors for possible conflicts among separate accounts buying shares of the Portfolios. Conflicts could develop for a variety of reasons. For example, differences in treatment under tax and other laws or the failure by a separate account to comply with such laws could cause a conflict. To eliminate a conflict, the Portfolio's board of directors/trustees may require a separate account to withdraw its participation in a Portfolio. A Portfolio's net asset value could decrease if it had to sell investment securities to pay redemption proceeds to a separate account withdrawing because of a conflict.

THE CONTRACT

DISTRIBUTION. The Contracts are distributed exclusively by their principal underwriter, Morgan Stanley & Co. LLC (formerly, Morgan Stanley & Co. Incorporated) ("Morgan Stanley & Co."). Morgan Stanley & Co., a wholly owned subsidiary of Morgan Stanley, is located at 1585 Broadway, New York, New York 10036. Morgan Stanley & Co. is a registered broker-dealer under the Securities Exchange Act of 1934, as amended, and is a member of the New York Stock Exchange and FINRA. Contracts are sold through the registered representatives of Morgan Stanley & Co. These registered representatives are also licensed as insurance agents by applicable state insurance authorities and appointed as agents of Allstate Life in order to sell the Contracts.

We will pay commissions to Morgan Stanley & Co. for selling the Contracts. We may pay to Morgan Stanley & Co. up to a maximum sales commission of 6.0% of purchase payments. In addition, we may pay ongoing annual compensation of up to 1.40% of Contract value. To compensate Morgan Stanley for the costs of distribution, insurance licensing, due diligence and other home office services, we pay Morgan Stanley an additional percentage of purchase payments not exceeding 0.80% and a percentage of Contract Value not exceeding 0.20%. Commissions and annual compensation, when combined, could exceed 8.5% of total premium payments. Individual representatives receive a portion of compensation paid to Morgan Stanley & Co. in accordance with Morgan Stanley & Co.'s practices.

We also make additional payments to Morgan Stanley & Co. for promotional marketing and educational expenses and to reimburse certain expenses of registered representatives relating to sales of Contracts. For more information on the exact compensation arrangement associated with this Contract, please consult your registered representative.

In addition, Morgan Stanley & Co. may pay annually to its representatives, from its profits, a persistency bonus that will take into account, among other things, the length of time purchase payments have been held under the Contract and Contract Value.

The Contracts are no longer sold to new customers, however, existing customers can continue to hold the Contracts and make additional purchase payments. The Contracts were sold exclusively by Morgan Stanley & Co. and its affiliates to its clients.

Morgan Stanley & Co. does not receive compensation for its role as principal underwriter.

Effective June 1, 2009, Morgan Stanley and Citigroup Inc. ("Citi") established a new broker dealer, Morgan Stanley Smith Barney LLC ("MSSB"), as part of a joint venture that included the Global Wealth Management Group within Morgan Stanley & Co. In furtherance of this joint venture, effective June 1, 2009, Morgan Stanley Smith Barney LLC was added as an additional party to the General Agency/Selling Agreement related to sales of the Contracts through the Morgan Stanley channel of MSSB. Compensation amounts previously paid to Morgan Stanley & Co. are now paid to MSSB.

ADMINISTRATION. We have primary responsibility for all administration of the Contracts and the Variable Account. We entered into an administrative services agreement with The Prudential Insurance Company of America ("PICA") whereby, PICA or an affiliate provides administrative services to the Variable Account and the Contracts on our behalf. In addition, PICA entered into a master services agreement with se/2/, inc., of 5801 SW 6/th/ Avenue, Topeka, Kansas 66636, whereby se/2/, inc. provides certain business process outsourcing services with respect to the Contracts. se/2/, inc. may engage other service providers to provide certain administrative functions. These service providers may change over time, and as of December 31, 2011, consisted of the following:

Keane BPO, LLC (administrative services) located at 100 City Square, Boston, MA 02129; RR Donnelly Global Investment Markets (compliance printing and mailing) located at 111 South Wacker Drive, Chicago, IL 60606; Jayhawk File Express, LLC (file storage and document destruction) located at 601 E. 5/th/ Street, Topeka, KS 66601-2596; Co-Sentry.net, LLC (back-up printing and disaster recovery) located at 9394 West Dodge Rd, Suite 100, Omaha, NE 68114; Convey Compliance Systems, Inc. (withholding calculations and tax statement mailing) located at 3650 Annapolis Lane, Suite 190, Plymouth, MN 55447; Spangler Graphics, LLC (compliance

mailings) located at 29305 44th/ Street, Kansas City, KS 66106; Veritas Document Solutions, LLC (compliance mailings) located at 913 Commerce Ct, Buffalo Grove, IL 60089; Records Center of Topeka, a division of Underground Vaults & Storage, Inc. (back-up tapes storage) located at 1540 NW Gage Blvd. #6, Topeka, KS 66618; EquiSearch Services, Inc. (lost shareholder search) located at 11 Martime Avenue, Suite 665, White Plains, NY 10606; ZixCorp Systems, Inc. (email encryption) located at 2711 N. Haskell Ave., Suite 2300, Dallas, TX 75204; DST Systems, Inc. (FAN mail, positions, prices) located at 333 West 11 Street, 5th/ Floor, Kansas City, MO 64105.

In administering the Contracts, the following services are provided, among others:

- . maintenance of Contract Owner records;
- . Contract Owner services;
- . calculation of unit values;
- . maintenance of the Variable Account; and
- . preparation of Contract Owner reports.

We will send you Contract statements at least annually. We will also send you transaction confirmations. You should notify us promptly in writing of any address change. You should read your statements and confirmations carefully and verify their accuracy. You should contact us promptly if you have a question about a periodic statement or a confirmation. We will investigate all complaints and make any necessary adjustments retroactively, but you must notify us of a potential error within a reasonable time after the date of the questioned statement. If you wait too long, we will make the adjustment as of the date that we receive notice of the potential error.

We will also provide you with additional periodic and other reports, information and prospectuses as may be required by federal securities laws.

ANNUITIES HELD WITHIN A QUALIFIED PLAN

If you use the Contract within an employer sponsored qualified retirement plan, the plan may impose different or additional conditions or limitations on withdrawals, waivers of withdrawal charges, death benefits, Payout Start Dates, income payments, and other Contract features. In addition, adverse tax consequences may result if Qualified Plan limits on distributions and other conditions are not met. Please consult your Qualified Plan administrator for more information. Allstate Life no longer issues deferred annuities to employer sponsored qualified retirement plans.

LEGAL MATTERS

All matters of Illinois law pertaining to the Contracts, including the validity of the Contracts and Allstate Life's right to issue such Contracts under Illinois insurance law, have been passed upon by Susan L. Lees, General Counsel of Allstate Life.

TAXES

THE FOLLOWING DISCUSSION IS GENERAL AND IS NOT INTENDED AS TAX ADVICE. ALLSTATE LIFE MAKES NO GUARANTEE REGARDING THE TAX TREATMENT OF ANY CONTRACT OR TRANSACTION INVOLVING A CONTRACT.

Federal, state, local and other tax consequences of ownership or receipt of distributions under an annuity contract depend on your individual circumstances. If you are concerned about any tax consequences with regard to your individual circumstances, you should consult a competent tax adviser.

TAXATION OF ALLSTATE LIFE INSURANCE COMPANY

Allstate Life is taxed as a life insurance company under Part I of Subchapter L of the Code. Since the Variable Account is not an entity separate from Allstate Life, and its operations form a part of Allstate Life, it will not be taxed separately. Investment income and realized capital gains of the Variable Account are automatically applied to increase reserves under the Contract. Under existing federal income tax law, Allstate Life believes that the Variable Account investment income and capital gains will not be taxed to the extent that such income and gains are applied to increase the reserves under the Contract. Accordingly, Allstate Life does not anticipate that it will incur any federal income tax liability attributable to the Variable Account, and therefore Allstate Life does not intend to make provisions for any such taxes. If Allstate Life is taxed on investment income or capital gains of the Variable Account, then Allstate Life may impose a charge against the Variable Account in order to make provision for such taxes.

TAXATION OF VARIABLE ANNUITIES IN GENERAL

TAX DEFERRAL. Generally, you are not taxed on increases in the Contract Value until a distribution occurs. This rule applies only where:

- . the Contract Owner is a natural person,
- . the investments of the Variable Account are "adequately diversified" according to Treasury Department regulations, and
- . Allstate Life is considered the owner of the Variable Account assets for federal income tax purposes.

NON-NATURAL OWNERS. Non-natural owners are also referred to as Non Living Owners in this prospectus. As a general rule, annuity contracts owned by non-natural

persons such as corporations, trusts, or other entities are not treated as annuity contracts for federal income tax purposes. The income on such contracts does not enjoy tax deferral and is taxed as ordinary income received or accrued by the non-natural owner during the taxable year.

EXCEPTIONS TO THE NON-NATURAL OWNER RULE. There are several exceptions to the general rule that annuity contracts held by a non-natural owner are not treated as annuity contracts for federal income tax purposes. Contracts will generally be treated as held by a natural person if the nominal owner is a trust or other entity which holds the contract as agent for a natural person. However, this special exception will not apply in the case of an employer who is the nominal owner of an annuity contract under a non-Qualified deferred compensation arrangement for its employees. Other exceptions to the non-natural owner rule are: (1) contracts acquired by an estate of a decedent by reason of the death of the decedent; (2) certain qualified contracts; (3) contracts purchased by employers upon the termination of certain Qualified Plans; (4) certain contracts used in connection with structured settlement agreements; and

(5) immediate annuity contracts, purchased with a single premium, when the annuity starting date is no later than a year from purchase of the annuity and substantially equal periodic payments are made, not less frequently than annually, during the annuity period.

GRANTOR TRUST OWNED ANNUITY. Contracts owned by a grantor trust are considered owned by a non-natural owner. Grantor trust owned contracts receive tax deferral as described in the Exceptions to the Non-Natural Owner Rule section. In accordance with the Code, upon the death of the annuitant, the death benefit must be paid. According to your Contract, the Death Benefit is paid to the beneficiary. A trust named beneficiary, including a grantor trust, has two options for receiving any death benefits: 1) a lump sum payment, or 2) payment deferred up to five years from date of death.

DIVERSIFICATION REQUIREMENTS. For a Contract to be treated as an annuity for federal income tax purposes, the investments in the Variable Account must be "adequately diversified" consistent with standards under Treasury Department regulations. If the investments in the Variable Account are not adequately diversified, the Contract will not be treated as an annuity contract for federal income tax purposes. As a result, the income on the Contract will be taxed as ordinary income received or accrued by the Contract owner during the taxable year. Although Allstate Life does not have control over the Portfolios or their investments, we expect the Portfolios to meet the diversification requirements.

OWNERSHIP TREATMENT. The IRS has stated that a contract owner will be considered the owner of separate account assets if he possesses incidents of ownership in those assets, such as the ability to exercise investment control over the assets. At the time the diversification regulations were issued, the Treasury Department announced that the regulations do not provide guidance concerning circumstances in which investor control of the separate account investments may cause a Contract owner to be treated as the owner of the separate account. The Treasury Department also stated that future guidance would be issued regarding the extent that owners could direct sub-account investments without being treated as owners of the underlying assets of the separate account.

Your rights under the Contract are different than those described by the IRS in private and published rulings in which it found that Contract owners were not owners of separate account assets. For example, if your contract offers more than twenty (20) investment alternatives you have the choice to allocate premiums and contract values among a broader selection of investment alternatives than described in such rulings. You may be able to transfer among investment alternatives more frequently than in such rulings. These differences could result in you being treated as the owner of the Variable Account. If this occurs, income and gain from the Variable Account assets would be includible in your gross income. Allstate Life does not know what standards will be set forth in any regulations or rulings which the Treasury Department may issue. It is possible that future standards announced by the Treasury Department could adversely affect the tax treatment of your Contract. We reserve the right to modify the Contract as necessary to attempt to prevent you from being considered the federal tax owner of the assets of the Variable Account. However, we make no guarantee that such modification to the Contract will be successful.

TAXATION OF PARTIAL AND FULL WITHDRAWALS. If you make a partial withdrawal under a Non-Qualified Contract, amounts received are taxable to the extent the Contract Value, without regard to surrender charges, exceeds the investment in the Contract. The investment in the Contract is the gross premium paid for the contract minus any amounts previously received from the Contract if such amounts were properly excluded from your gross income. If you make a full withdrawal under a Non-Qualified Contract, the amount received will be taxable only to the extent it exceeds the investment in the Contract.

TAXATION OF ANNUITY PAYMENTS. Generally, the rule for income taxation of annuity payments received from a Non-Qualified Contract provides for the return of your investment in the Contract in equal tax-free amounts over the payment period. The balance of each payment received is taxable. For fixed annuity payments, the amount excluded from income is determined by multiplying the payment by the ratio of the investment in the Contract (adjusted for any refund feature or period certain) to the total expected value of annuity payments for the term of the Contract. If you elect variable annuity payments, the amount excluded from taxable income is determined by dividing the investment in the Contract

by the total number of expected payments. The annuity payments will be fully taxable after the total amount of the investment in the Contract is excluded using these ratios. If any variable payment is less than the excludable amount you should contact a competent tax advisor to determine how to report any unrecovered investment. The federal tax treatment of annuity payments is unclear in some respects. As a result, if the IRS should provide further guidance, it is possible that the amount we calculate and report to the IRS as taxable could be different. If you die, and annuity payments cease before the total amount of the investment in the Contract is recovered, the unrecovered amount will be allowed as a deduction for your last taxable year.

PARTIAL ANNUITIZATION

Effective January 1, 2011, an individual may partially annuitize their non-qualified annuity if the contract so permits. The Small Business Jobs Act of 2010 included a provision which allows for a portion of a non-qualified annuity, endowment or life insurance contract to be annuitized while the balance is not annuitized. The annuitized portion must be paid out over 10 or more years or over the lives of one or more individuals. The annuitized portion of the contract is treated as a separate contract for purposes of determining taxability of the payments under IRC section 72. We do not currently permit partial annuitization.

TAXATION OF LEVEL MONTHLY VARIABLE ANNUITY PAYMENTS. You may have an option to elect a variable income payment stream consisting of level monthly payments that are recalculated annually. Although we will report your levelized payments to the IRS in the year distributed, it is possible the IRS could determine that receipt of the first monthly payout of each annual amount is constructive receipt of the entire annual amount. If the IRS were to take this position, the taxable amount of your levelized payments would be accelerated to the time of the first monthly payout and reported in the tax year in which the first monthly payout is received.

WITHDRAWALS AFTER THE PAYOUT START DATE. Federal tax law is unclear regarding the taxation of any additional withdrawal received after the Payout Start Date. It is possible that a greater or lesser portion of such a payment could be taxable than the amount we determine.

DISTRIBUTION AT DEATH RULES. In order to be considered an annuity contract for federal income tax purposes, the Contract must provide:

. if any Contract Owner dies on or after the Payout Start Date but before the entire interest in the Contract has been distributed, the remaining portion of such interest must be distributed at least as rapidly as under the method of distribution being used as of the date of the Contract Owner's death;

. if any Contract Owner dies prior to the Payout Start Date, the entire interest in the Contract will be distributed within 5 years after the date of the Contract Owner's death. These requirements are satisfied if any portion of the Contract Owner's interest that is payable to (or for the benefit of) a designated Beneficiary is distributed over the life of such Beneficiary (or over a period not extending beyond the life expectancy of the Beneficiary) and the distributions begin within 1 year of the Contract Owner's death. If the Contract Owner's designated Beneficiary is the surviving spouse of the Contract Owner, the Contract may be continued with the surviving spouse as the new Contract Owner;

. if the Contract Owner is a non-natural person, then the Annuitant will be treated as the Contract Owner for purposes of applying the distribution at death rules. In addition, a change in the Annuitant on a Contract owned by a non-natural person will be treated as the death of the Contract Owner.

We administer certain spousal rights under the Contract, and related tax reporting in accordance with our understanding of the Defense of Marriage Act (which defines a "marriage" as a legal union between a man and a woman and a "spouse" as a person of the opposite sex). Depending on the state in which your Contract is issued, we may offer certain spousal benefits to civil union couples, domestic partners or same-sex marriages. You should be aware, however, that federal tax law does not recognize civil union couples, domestic partners or marriage spouses of the same sex. Therefore, we cannot permit a same-sex civil union partner, domestic partner or spouse to continue the Contract within the meaning of the tax law upon the death of the first partner under the Contract's "spousal continuance" provision. Please note there may be federal tax consequences at the death of the first same-sex civil union partner, domestic partner or spouse. Civil union couples, domestic partners and spouses of the same sex should consider that limitation before selecting a spousal benefit under the Contract.

TAXATION OF ANNUITY DEATH BENEFITS. Death Benefit amounts are included in income as follows:

. if distributed in a lump sum, the amounts are taxed in the same manner as a total withdrawal, or

. if distributed under an Income Plan, the amounts are taxed in the same manner as annuity payments.

MEDICARE TAX ON NET INVESTMENT INCOME The Patient Protection and Affordable Care Act, also known as the 2010 Health Care Act, included a new Medicare tax on investment income. This new tax, which is effective in 2013, assesses a 3.8% surtax on the lesser of (1) net investment income or (2) the excess of "modified adjusted gross income" over a threshold amount. The "threshold amount" is \$250,000 for married taxpayers filing jointly, \$125,000 for married taxpayers filing separately, \$200,000 for single taxpayers, and approximately \$12,000 for trusts. The taxable portion of

payments received as a withdrawal, surrender, annuity payment, death benefit payment or any other actual or deemed distribution under the contract will be considered investment income for purposes of this surtax.

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 (as defined by the Code) over the Contract Owner's life or life expectancy, or over the joint lives or joint life expectancies of the Contract Owner and the Beneficiary,
- . made under an immediate annuity, or
- . attributable to investment in the Contract before August 14, 1982.

You should consult a competent tax advisor to determine how these exceptions may apply to your situation.

SUBSTANTIALLY EQUAL PERIODIC PAYMENTS. With respect to non-Qualified Contracts using substantially equal periodic payments or immediate annuity payments as an exception to the penalty tax on premature distributions, any additional withdrawal or other material modification of the payment stream would violate the requirement that payments must be substantially equal. Failure to meet this requirement would mean that the income portion of each payment received prior to the later of 5 years or the Contract Owner's attaining age 59 1/2 would be subject to a 10% penalty tax unless another exception to the penalty tax applied. The tax for the year of the modification is increased by the penalty tax that would have been imposed without the exception, plus interest for the years in which the exception was used. A material modification does not include permitted changes described in published IRS rulings. You should consult a competent tax advisor prior to creating or modifying a substantially equal periodic payment stream.

TAX FREE EXCHANGES UNDER INTERNAL REVENUE CODE SECTION 1035. A 1035 exchange is a tax-free exchange of a non-Qualified life insurance contract, endowment contract or annuity contract into a non-Qualified annuity contract. The contract owner(s) must be the same on the old and new contract. Basis from the old contract carries over to the new contract so long as we receive that information from the relinquishing company. If basis information is never received, we will assume that all exchanged funds represent earnings and will allocate no cost basis to them.

PARTIAL EXCHANGES. The IRS has issued rulings that permit partial exchanges of annuity contracts. Effective for exchanges on or after October 24, 2011, where there is a surrender or distribution from either the initial annuity contract or receiving annuity contract within 180 days of the date on which the partial exchange was completed, the IRS will apply general tax rules to determine the substance and treatment of the original transfer. For changes occurring between June 30, 2008 and October 23, 2011, a partial exchange, of a deferred annuity contract for another deferred annuity contract, will qualify for tax-deferral only if no amount is withdrawn or surrendered from either contract for a period of 12 months. The 12 month period begins on the date when exchange proceeds are treated as premiums paid for the recipient contract. Withdrawals from, annuitizations, taxable Owner or Annuitant changes, or surrenders of either contract within the 12 month period will retroactively negate the partial exchange, unless one of the following applies:

- . the contract owner is at least 59 1/2 or dies; or becomes totally disabled or obtains a divorce or suffers a loss of employment after the partial exchange was completed and prior to the withdrawal, annuitization, Owner or Annuitant change, or surrender;
- . if the annuity is owned by an entity, the annuitant dies after the partial exchange was completed and prior to the withdrawal, annuitization, Owner or Annuitant change or surrender;
- . the withdrawal is allocable to investment in the Contract before August 14, 1982; or,
- . the annuity is a qualified funding asset within the meaning of Code section 130(d).

If a partial exchange is retroactively negated, the amount originally transferred to the recipient contract is treated as a withdrawal from the source contract, taxable to the extent of any gain in that contract on the date of the exchange. An additional 10% tax penalty may also apply if the Contract Owner is under age 59 1/2. Your Contract may not permit partial exchanges.

TAXATION OF OWNERSHIP CHANGES. If you transfer a non-Qualified Contract without full and adequate consideration to a person other than your spouse (or to a former spouse incident to a divorce), you will be taxed on the difference between the Contract Value and the investment in the Contract at the time of transfer. Any assignment or pledge (or agreement to assign or pledge) of the Contract Value is taxed as a withdrawal of such amount or portion and may also incur the 10% penalty tax.

AGGREGATION OF ANNUITY CONTRACTS. The Code requires that all non-Qualified deferred annuity contracts issued by Allstate Life (or its affiliates) to the same Contract Owner during any calendar year be aggregated and treated as one annuity contract for purposes of determining the taxable amount of a distribution.

INCOME TAX WITHHOLDING

Generally, Allstate Life is required to withhold federal income tax at a rate of 10% from all non-annuitized distributions. The customer may elect out of withholding by completing and signing a withholding election form. If no election is made or no U.S. taxpayer identification number is provided we will automatically withhold the required 10% of the taxable amount. In certain states, if there is federal withholding, then state withholding is also mandatory.

Allstate Life is required to withhold federal income tax using the wage withholding rates for all annuitized distributions. The customer may elect out of withholding by completing and signing a withholding election form. If no election is made, we will automatically withhold using married with three exemptions as the default. If no U.S. taxpayer identification number is provided, we will automatically withhold using single with zero exemptions as the default. In certain states, if there is federal withholding, then state withholding is also mandatory.

Election out of withholding is valid only if the customer provides a U.S. residence address and taxpayer identification number.

Generally, Code Section 1441 provides that Allstate Life as a withholding agent must withhold 30% of the taxable amounts paid to a non-resident alien. A non-resident alien is someone other than a U.S. citizen or resident alien. We require an original IRS Form W-8BEN at issue to certify the owners' foreign status. Withholding may be reduced or eliminated if covered by an income tax treaty between the U.S. and the non-resident alien's country of residence if the payee provides a U.S. taxpayer identification number on a fully completed Form W-8BEN. A U.S. taxpayer identification number is a social security number or an individual taxpayer identification number ("ITIN"). ITINs are issued by the IRS to non-resident alien individuals who are not eligible to obtain a social security number. The U.S. does not have a tax treaty with all countries nor do all tax treaties provide an exclusion or lower withholding rate for annuities.

TAX QUALIFIED CONTRACTS

The income on tax sheltered annuity (TSA) and IRA investments is tax deferred, and the income from annuities held by such plans does not receive any additional tax deferral. You should review the annuity features, including all benefits and expenses, prior to purchasing an annuity as a TSA or IRA. Tax Qualified Contracts are contracts purchased as or in connection with:

- . Individual Retirement Annuities (IRAs) under Code Section 408(b);
- . Roth IRAs under Code Section 408A;
- . Simplified Employee Pension (SEP IRA) under Code Section 408(k);
- . Savings Incentive Match Plans for Employees (SIMPLE IRA) under Code Section 408(p);
- . Tax Sheltered Annuities under Code Section 403(b);

. Corporate and Self Employed Pension and Profit Sharing Plans under Code Section 401; and

- . State and Local Government and Tax-Exempt Organization Deferred Compensation Plans under Code Section 457.

Allstate Life reserves the right to limit the availability of the Contract for use with any of the retirement plans listed above or to modify the Contract to conform with tax requirements. If you use the Contract within an employer sponsored qualified retirement plan, the plan may impose different or additional conditions or limitations on withdrawals, waiver of charges, death benefits, Payout Start Dates, income payments, and other Contract features. In addition, adverse tax consequences may result if Qualified Plan limits on distributions and other conditions are not met. Please consult your Qualified Plan administrator for more information. Allstate Life no longer issues deferred annuities to employer sponsored qualified retirement plans.

The tax rules applicable to participants with tax qualified annuities vary according to the type of contract and the terms and conditions of the endorsement. Adverse tax consequences may result from certain transactions such as excess contributions, premature distributions, and, distributions that do not conform to specified commencement and minimum distribution rules. Allstate Life can issue an individual retirement annuity on a rollover or transfer of proceeds from a decedent's IRA, TSA, or employer sponsored retirement plan under which the decedent's surviving spouse is the beneficiary. Allstate Life does not offer an individual retirement annuity that can accept a transfer of funds for any other, non-spousal, beneficiary of a decedent's IRA, TSA, or employer sponsored qualified retirement plan.

Please refer to your Endorsement for IRAs or 403(b) plans, if applicable, for additional information on your death settlement options. In the case of certain Qualified Plans, the terms of the Qualified Plan Endorsement and the plans may govern the right to benefits, regardless of the terms of the Contract.

TAXATION OF WITHDRAWALS FROM AN INDIVIDUALLY OWNED TAX QUALIFIED CONTRACT. If you make a partial withdrawal under a Tax Qualified Contract other than a Roth IRA, the portion of the payment that bears the same ratio to the total payment that the investment in the Contract (i.e., nondeductible IRA contributions) bears to the Contract Value, is excluded from your income. We do not keep track of nondeductible contributions, and generally all tax reporting of distributions from Tax Qualified Contracts other than Roth IRAs will indicate that the distribution is fully taxable.

"Qualified distributions" from Roth IRAs are not included in gross income. "Qualified distributions" are any distributions made more than five taxable years after the taxable year of the first contribution to any Roth IRA and which are:

- . made on or after the date the Contract Owner attains age 59 1/2,
- . made to a beneficiary after the Contract Owner's death,
- . attributable to the Contract Owner being disabled, or
- . made for a first time home purchase (first time home purchases are subject to a lifetime limit of \$10,000).

"Nonqualified distributions" from Roth IRAs are treated as made from contributions first and are included in gross income only to the extent that distributions exceed contributions.

REQUIRED MINIMUM DISTRIBUTIONS. Generally, Tax Qualified Contracts (excluding Roth IRAs) require minimum distributions upon reaching age 70 1/2. Failure to withdraw the required minimum distribution will result in a 50% tax penalty on the shortfall not withdrawn from the Contract. Effective December 31, 2005, the IRS requires annuity contracts to include the actuarial present value of other benefits for purposes of calculating the required minimum distribution amount. These other benefits may include accumulation, income, or death benefits. Not all income plans offered under the Contract satisfy the requirements for minimum distributions. Because these distributions are required under the Code and the method of calculation is complex, please see a competent tax advisor.

THE DEATH BENEFIT AND TAX QUALIFIED CONTRACTS. Pursuant to the Code and IRS regulations, an IRA (e.g., traditional IRA, Roth IRA, SEP IRA and SIMPLE IRA) may not invest in life insurance contracts. However, an IRA may provide a death benefit that equals the greater of the purchase payments or the Contract Value. The Contract offers a death benefit that in certain circumstances may exceed the greater of the purchase payments or the Contract Value. We believe that the Death Benefits offered by your Contract do not constitute life insurance under these regulations.

It is also possible that certain death benefits that offer enhanced earnings could be characterized as an incidental death benefit. If the death benefit were so characterized, this could result in current taxable income to a Contract Owner. In addition, there are limitations on the amount of incidental death benefits that may be provided under Qualified Plans, such as in connection with a TSA or employer sponsored qualified retirement plan.

Allstate Life reserves the right to limit the availability of the Contract for use with any of the Qualified Plans listed above.

PENALTY TAX ON PREMATURE DISTRIBUTIONS FROM TAX QUALIFIED CONTRACTS. A 10% penalty tax applies to the taxable amount of any premature distribution from a Tax Qualified Contract. The penalty tax generally applies to any distribution made prior to the date you attain age 59 1/2. However, no penalty tax is incurred on distributions:

- . made on or after the date the Contract Owner attains age 59 1/2,
- . made as a result of the Contract Owner's death or total disability,
- . made in substantially equal periodic payments (as defined by the Code) over the Contract Owner's life or life expectancy, or over the joint lives or joint life expectancies of the Contract Owner and the Beneficiary,
- . made after separation from service after age 55 (does not apply to IRAs),
- . made pursuant to an IRS levy,
- . made for certain medical expenses,
- . made to pay for health insurance premiums while unemployed (applies only for IRAs),
- . made for qualified higher education expenses (applies only for IRAs)
- . made for a first time home purchase (up to a \$10,000 lifetime limit and applies only for IRAs), and
- . from an IRA or attributable to elective deferrals under a 401(k) plan, 403(b) annuity, or certain similar arrangements made to individuals who (because of their being members of a reserve component) are ordered or called to active duty after Sept. 11, 2001, for a period of more than 179 days or for an indefinite period; and made during the period beginning on the date of the order or call to duty and ending at the close of the active duty period.

During the first 2 years of the individual's participation in a SIMPLE IRA, distributions that are otherwise subject to the premature distribution penalty, will be subject to a 25% penalty tax.

You should consult a competent tax advisor to determine how these exceptions may apply to your situation.

SUBSTANTIALLY EQUAL PERIODIC PAYMENTS ON TAX QUALIFIED CONTRACTS. With respect to Tax Qualified Contracts using substantially equal periodic payments as an exception to the penalty tax on premature distributions, any additional withdrawal or other material modification of the payment stream would violate the requirement that payments must be substantially equal. Failure to meet this requirement would mean that the income portion of each payment received prior to the later of 5 years or the taxpayer's attaining age 59 1/2 would be subject to a 10% penalty tax unless another



exception to the penalty tax applied. The tax for the year of the modification is increased by the penalty tax that would have been imposed without the exception, plus interest for the years in which the exception was used. A material modification does not include permitted changes described in published IRS rulings. You should consult a competent tax advisor prior to creating or modifying a substantially equal periodic payment stream.

INCOME TAX WITHHOLDING ON TAX QUALIFIED CONTRACTS. Generally, Allstate Life is required to withhold federal income tax at a rate of 10% from all non-annuitized distributions that are not considered "eligible rollover distributions." The customer may elect out of withholding by completing and signing a withholding election form. If no election is made or if no U.S. taxpayer identification number is provided, we will automatically withhold the required 10% from the taxable amount. In certain states, if there is federal withholding, then state withholding is also mandatory. Allstate Life is required to withhold federal income tax at a rate of 20% on all "eligible rollover distributions" unless you elect to make a "direct rollover" of such amounts to an IRA or eligible retirement plan. Eligible rollover distributions generally include all distributions from Tax Qualified Contracts, including TSAs but excluding IRAs, with the exception of:

- . required minimum distributions, or,
- . a series of substantially equal periodic payments made over a period of at least 10 years, or,
- . a series of substantially equal periodic payments made over the life (joint lives) of the participant (and beneficiary), or,
- . hardship distributions.

With respect to any Contract held under a Section 457 plan or by the trustee of a Section 401 Pension or Profit Sharing Plan, we will not issue payments directly to a plan participant or beneficiary. Consequently, the obligation to comply with the withholding requirements described above will be the responsibility of the plan.

For all annuitized distributions that are not subject to the 20% withholding requirement, Allstate Life is required to withhold federal income tax using the wage withholding rates. The customer may elect out of withholding by completing and signing a withholding election form. If no election is made, we will automatically withhold using married with three exemptions as the default. If no U.S. taxpayer identification number is provided, we will automatically withhold using single with zero exemptions as the default. In certain states, if there is federal withholding, then state withholding is also mandatory.

Election out of withholding is valid only if the customer provides a U.S. residence address and taxpayer identification number.

Generally, Code Section 1441 provides that Allstate Life as a withholding agent must withhold 30% of the taxable amounts paid to a non-resident alien. A non-resident alien is someone other than a U.S. citizen or resident alien. We require an original IRS Form W-8BEN at issue to certify the owners' foreign status. Withholding may be reduced or eliminated if covered by an income tax treaty between the U.S. and the non-resident alien's country of residence if the payee provides a U.S. taxpayer identification number on a fully completed Form W-8BEN. A U.S. taxpayer identification number is a social security number or an individual taxpayer identification number ("ITIN"). ITINs are issued by the IRS to non-resident alien individuals who are not eligible to obtain a social security number. The U.S. does not have a tax treaty with all countries nor do all tax treaties provide an exclusion or lower withholding rate for annuities.

CHARITABLE IRA DISTRIBUTIONS. The Pension Protection Act of 2006 included a charitable giving incentive permitting tax-free IRA distributions for charitable purposes. The Tax Relief, Unemployment Insurance Reauthorization, and Job Creation Act of 2010 extended this provision until the end of 2011. As of 2012, this provision expired and has not been extended. It is possible Congress will extend this provision retroactively to include some or all of 2012.

For distributions in tax years beginning after 2005 and before 2012, the Act provides an exclusion from gross income, up to \$100,000, for otherwise taxable IRA distributions from a traditional or Roth IRA that are qualified charitable distributions. To constitute a qualified charitable distribution, the distribution must be made (1) directly by the IRA trustee to certain qualified charitable organizations and (2) on or after the date the IRA owner attains age 70 1/2. Distributions that are excluded from income under this provision are not taken into account in determining the individual's deduction, if any, for charitable contributions.

The IRS has indicated that an IRA trustee is not responsible for determining whether a distribution to a charity is one that satisfies the requirements for the new income tax exclusion added by the Pension Protection Act. As a result the general rules for reporting IRA distributions apply.

INDIVIDUAL RETIREMENT ANNUITIES. Code Section 408(b) permits eligible individuals to contribute to an individual retirement program known as an Individual Retirement Annuity (IRA). Individual Retirement Annuities are subject to limitations on the amount that can be contributed and on the time when distributions may commence. Certain distributions from other types of qualified retirement plans may be "rolled over" on a tax-deferred basis into an Individual Retirement Annuity.

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ROTH INDIVIDUAL RETIREMENT ANNUITIES. Code Section 408A permits eligible individuals to make nondeductible contributions to an individual retirement program known as a Roth Individual Retirement Annuity. Roth Individual Retirement Annuities are subject to limitations on the amount that can be contributed and on the time when distributions may commence.

A traditional Individual Retirement Account or Annuity may be converted or "rolled over" to a Roth Individual Retirement Annuity. For distributions after 2007, the Pension Protection Act of 2006 allows distributions from qualified retirement plans including tax sheltered annuities and governmental Section 457 plans to be rolled over directly into a Roth IRA, subject to the usual rules that apply to conversions from a traditional IRA into a Roth IRA. The income portion of a conversion or rollover distribution is taxable currently, but is exempted from the 10% penalty tax on premature distributions. Prior to January 1, 2010, income and filing status limitations applied to rollovers from non-Roth accounts to a Roth IRA. Effective January 1, 2005, the IRS requires conversions of annuity contracts to include the actuarial present value of other benefits for purposes of valuing the taxable amount of the conversion.

ANNUITIES HELD BY INDIVIDUAL RETIREMENT ACCOUNTS (COMMONLY KNOWN AS CUSTODIAL IRAS). Code Section 408 permits a custodian or trustee of an Individual Retirement Account to purchase an annuity as an investment of the Individual Retirement Account. If an annuity is purchased inside of an Individual Retirement Account, then the Annuitant must be the same person as the beneficial owner of the Individual Retirement Account.

If you have a contract issued as an IRA under Code Section 408(b) and request to change the ownership to an IRA custodian permitted under Section 408, we will treat a request to change ownership from an individual to a custodian as an indirect rollover. We will send a Form 1099R to report the distribution and the custodian should issue a Form 5498 for the contract value contribution.

Generally, the death benefit of an annuity held in an Individual Retirement Account must be paid upon the death of the Annuitant. However, in most states, the Contract permits the custodian or trustee of the Individual Retirement Account to continue the Contract in the accumulation phase, with the Annuitant's surviving spouse as the new Annuitant, if the following conditions are met:

- 1) The custodian or trustee of the Individual Retirement Account is the owner of the annuity and has the right to the death proceeds otherwise payable under the Contract;
- 2) The deceased Annuitant was the beneficial owner of the Individual Retirement Account;
- 3) We receive a complete request for settlement for the death of the Annuitant; and
- 4) The custodian or trustee of the Individual Retirement Account provides us with a signed certification of the following:
 - (a) The Annuitant's surviving spouse is the sole beneficiary of the Individual Retirement Account;
 - (b) The Annuitant's surviving spouse has elected to continue the Individual Retirement Account as his or her own Individual Retirement Account; and
 - (c) The custodian or trustee of the Individual Retirement Account has continued the Individual Retirement Account pursuant to the surviving spouse's election.

SIMPLIFIED EMPLOYEE PENSION IRA (SEP IRA). Code Section 408(k) allows eligible employers to establish simplified employee pension plans for their employees using individual retirement annuities. These employers may, within specified limits, make deductible contributions on behalf of the employees to the individual retirement annuities. Employers intending to use the Contract in connection with such plans should seek competent tax advice.

SAVINGS INCENTIVE MATCH PLANS FOR EMPLOYEES (SIMPLE IRA). Code Section 408(p) allows eligible employers with 100 or fewer employees to establish SIMPLE retirement plans for their employees using individual retirement annuities. In general, a SIMPLE IRA consists of a salary deferral program for eligible employees and matching or nonelective contributions made by employers. Employers intending to purchase the Contract as a SIMPLE IRA should seek competent tax and legal advice. SIMPLE IRA plans must include the provisions of the Economic Growth and Tax Relief Reconciliation Act of 2007 (EGTRRA) to avoid adverse tax consequences. If your current SIMPLE IRA plan uses IRS Model Form 5304-SIMPLE with a revision date of March 2002 or later, then your plan is up to date. If your plan has a revision date prior to March 2002, please consult with your tax or legal advisor to determine the action you need to take in order to comply with this requirement.

TO DETERMINE IF YOU ARE ELIGIBLE TO CONTRIBUTE TO ANY OF THE ABOVE LISTED IRAS (TRADITIONAL, ROTH, SEP, OR SIMPLE), PLEASE REFER TO IRS PUBLICATION 590 AND YOUR COMPETENT TAX ADVISOR.

TAX SHELTERED ANNUITIES. Code Section 403(b) provides tax-deferred retirement savings plans for employees of certain non-profit and educational organizations. Under Section 403(b), any contract used for a 403(b) plan must provide that distributions attributable to salary reduction contributions made

after 12/31/88, and all earnings on salary reduction contributions, may be made only on or after the date the employee:

- . attains age 59 1/2,
- . severs employment,
- . dies,
- . becomes disabled, or
- . incurs a hardship (earnings on salary reduction contributions may not be distributed on account of hardship).

These limitations do not apply to withdrawals where Allstate Life is directed to transfer some or all of the Contract Value to another 403(b) plan. Generally, we do not accept funds in 403(b) contracts that are subject to the Employee Retirement Income Security Act of 1974 (ERISA).

CAUTION: Under IRS regulations we can accept contributions, transfers and rollovers only if we have entered into an information-sharing agreement, or its functional equivalent, with the applicable employer or its plan administrator. Unless your contract is grandfathered from certain provisions in these regulations, we will only process certain transactions (e.g. transfers, withdrawals, hardship distributions and, if applicable, loans) with employer approval. This means that if you request one of these transactions we will not consider your request to be in good order, and will not therefore process the transaction, until we receive the employer's approval in written or electronic form.

CORPORATE AND SELF-EMPLOYED PENSION AND PROFIT SHARING PLANS. Section 401(a) of the Code permits corporate employers to establish various types of tax favored retirement plans for employees. Self-employed individuals may establish tax favored retirement plans for themselves and their employees (commonly referred to as "H.R.10" or "Keogh"). Such retirement plans may permit the purchase of annuity contracts. Allstate Life no longer issues annuity contracts to employer sponsored qualified retirement plans.

There are two owner types for contracts intended to qualify under

Section 401(a): a qualified plan fiduciary or an annuitant owner.

. A qualified plan fiduciary exists when a qualified plan trust that is intended to qualify under Section 401(a) of the Code is the owner. The qualified plan trust must have its own tax identification number and a named trustee acting as a fiduciary on behalf of the plan. The annuitant should be the person for whose benefit the contract was purchased.

. An annuitant owner exists when the tax identification number of the owner and annuitant are the same, or the annuity contract is not owned by a qualified plan trust. The annuitant should be the person for whose benefit the contract was purchased.

If a qualified plan fiduciary is the owner of the contract, the qualified plan must be the beneficiary so that death benefits from the annuity are distributed in accordance with the terms of the qualified plan. Annuitant owned contracts require that the beneficiary be the annuitant's spouse (if applicable), which is consistent with the required IRS language for qualified plans under

Section 401(a). A completed Annuitant Owned Qualified Plan Designation of Beneficiary form is required in order to change the beneficiary of an annuitant owned Qualified Plan contract.

STATE AND LOCAL GOVERNMENT AND TAX-EXEMPT ORGANIZATION DEFERRED COMPENSATION PLANS. Section 457 of the Code permits employees of state and local governments and tax-exempt organizations to defer a portion of their compensation without paying current taxes. The employees must be participants in an eligible deferred compensation plan. In eligible governmental plans, all assets and income must be held in a trust/custodial account/annuity contract for the exclusive benefit of the participants and their beneficiaries. To the extent the Contracts are used in connection with a non-governmental eligible plan, employees are considered general creditors of the employer and the employer as owner of the Contract has the sole right to the proceeds of the Contract. Under eligible 457 plans, contributions made for the benefit of the employees will not be includible in the employees' gross income until distributed from the plan. Allstate Life no longer issues annuity contracts to 457 plans.

ANNUAL REPORTS AND OTHER DOCUMENTS

Allstate Life's Annual Report on Form 10-K for the year ended December 31, 2011, is incorporated herein by reference, which means that it is legally a part of this prospectus.

All other reports filed with the SEC under the Exchange Act since the Form 10-K Annual Report, including filings made on Form 10-Q and Form 8-K, and all documents or reports we file with the SEC under the Exchange Act after the date of this prospectus and before we terminate the offering of the securities under this prospectus are also incorporated herein by reference, which means that they are legally a part of this prospectus.

Statements in this prospectus, or in documents that we file later with the SEC and that legally become a part of this prospectus, may change or supersede statements in other documents that are legally part of this prospectus. Accordingly, only the statement that is changed or replaced will legally be a part of this prospectus.

We file our Exchange Act documents and reports, including our annual report on Form 10-K quarterly reports on Form 10-Q and current reports on Form 8-K electronically on the SEC's "EDGAR" system using the identifying number CIK No. 0000352736. The SEC maintains a Web site that contains reports, proxy and information statements and other information regarding registrants that file electronically with the SEC. The address of the site is <http://www.sec.gov>. You also can view these materials at the SEC's Public Reference Room at 100 F Street NE, Room 1580, Washington, DC 20549-2001. For more information on the operations of SEC's Public Reference Room, call 1-202-551-8090.

If you have received a copy of this prospectus, and would like a free copy of any document incorporated herein by reference (other than exhibits not specifically incorporated by reference into the text of such documents), please write or call us at P.O. Box 758565, Topeka, KS 66675-8565 or 1-800-457-7617.

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STATEMENT OF ADDITIONAL INFORMATION

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APPENDIX A - ACCUMULATION UNIT VALUES	

THIS PROSPECTUS DOES NOT CONSTITUTE AN OFFERING IN ANY JURISDICTION IN WHICH SUCH OFFERING MAY NOT LAWFULLY BE MADE. WE DO NOT AUTHORIZE ANYONE TO PROVIDE ANY INFORMATION OR REPRESENTATIONS REGARDING THE OFFERING DESCRIBED IN THIS PROSPECTUS OTHER THAN AS CONTAINED IN THIS PROSPECTUS.

APPENDIX A

CONTRACT COMPARISON CHART

Feature	Allstate	
	Allstate Variable Annuity	Variable Annuity - L Share
DCA Fixed Account Option	3 to 6 month transfer periods 7 to 12 month transfer periods	3 to 6 month transfer periods 7 to 12 month transfer periods
Standard Fixed Account Option	1-, 3-*, 5-*, and 7-* year guarantee periods	N/A
MVA Fixed Account Option**	3-, 5-, 7-, and 10- year guarantee periods	3-, 5-, 7-, and 10- year guarantee periods
Mortality and Expense Risk Charge (Base Contract)	1.10%	1.50%
Withdrawal Charge (% of purchase payment)	7/ 7/ 6/ 5/ 4/ 3/ 2	7/ 6/ 5
Withdrawal Charge Waivers	Confinement, Terminal Illness, Unemployment	Confinement, Terminal Illness, Unemployment

The Fixed Account Options available depend on the type of Contract you have purchased and the state in which your Contract was issued. The table summarizes the availability of the Fixed Account Options in general. Please check with your Morgan Stanley Financial Advisor for specific details for your state.

* Available only in states in which the MVA Fixed Account Option is not offered.

**Not available in states in which the 3-, 5-, or 7-year Standard Fixed Account Options are offered.

APPENDIX B - MARKET VALUE ADJUSTMENT

The Market Value Adjustment is based on the following:

- I = the Treasury Rate for a maturity equal to the term length of the Guarantee Period Account for the week preceding the establishment of the Market Value Adjusted Fixed Guarantee Period Account;
- J = the Treasury Rate for a maturity equal to the term length of the Market Value Adjusted Fixed Guarantee Period Account for the week preceding the date amounts are transferred or withdrawn from the Market Value Adjusted Fixed Guarantee Period Account, the date we determine the Death Proceeds, or the Payout Start Date, as the case may be ("Market Value Adjustment Date").
- N = the number of whole and partial years from the Market Value Adjustment Date to the expiration of the term length of the Market Value Adjusted Fixed Guarantee Period Account.

Treasury Rate means the U.S. Treasury Note Constant Maturity yield as reported in Federal Reserve Board Statistical Release H.15. If such yields cease to be available in Federal Reserve Board Statistical Release H.15, then we will use an alternate source for such information in our discretion.

The Market Value Adjustment factor is determined from the following formula:

$$.9 \times [1 - (J + .0025)] \times N$$

The denominator of the MVA formula includes a factor, currently equal to 0.0025 or 25 basis points. The factor is an adjustment that is applied when an MVA is assessed (regardless of whether the MVA is positive or negative) and, relative to when no factor is applied, will reduce the amount being surrendered or transferred from the MVA Fixed Guarantee Period Account.

To determine the Market Value Adjustment, we will multiply the Market Value Adjustment factor by the amount transferred, withdrawn, paid as Death Proceeds, or applied to an Income Plan from a Market Value Adjusted Fixed Guarantee Period Account at any time other than during the 30 day period after such Guarantee Period Account expires. NOTE: These examples assume that premium taxes are not applicable.

EXAMPLES OF MARKET VALUE ADJUSTMENT

Purchase Payment: \$10,000 allocated to a Market Value Adjusted
Fixed Guarantee Period Account

Guarantee Period: 5 years

Interest Rate: 4.50%

Full Withdrawal: End of Contract Year 3

Contract: Allstate Variable Annuity*

EXAMPLE 1: (ASSUMES DECLINING INTEREST RATES)

Step 1: Calculate Contract Value at End of Contract Year 3: = $\$10,000.00 \times (1.045)^3 = \$11,411.66$

Step 2: Calculate the Free Withdrawal Amount: = $.15 \times \$10,000 = \$1,500$

Step 3: Calculate the Withdrawal Charge: = $.06 \times (\$10,000 - \$1,500) = \$510$

Step 4: Calculate the Market Value Adjustment: I = 4.50%

J = 4.20%

730 DAYS

N = 2

365 DAYS

Market Value Adjustment Factor: $.9 \times [1 - (J + .0025)] \times N$

= $.9 \times [.045 - (.042 + .0025)] \times 2 = .0009$

Market Value Adjustment = Market Value
Adjustment Factor X Amount

Subject To Market Value Adjustment:

= $.0009 \times \$11,411.66 = \10.27

Step 5: Calculate the amount received by

Contract owner as a result of full
withdrawal at the end of Contract

Year 3: = $\$11,411.66 - \$510 + \$10.27 = \$10,911.93$



EXAMPLE 2: (ASSUMES RISING INTEREST RATES)

Step 1: Calculate Contract Value at End of Contract Year 3: = $\$10,000.00 \times (1.045)^3 = \$11,411.66$

Step 2: Calculate The Free Withdrawal Amount: = $.15 \times \$10,000 = \$1,500$

Step 3: Calculate the Withdrawal Charge: = $0.06 \times (\$10,000 - \$1,500) = \$510$

Step 4: Calculate the Market Value Adjustment: I = 4.50%

J = 4.80%

730 DAYS

N = 2

365 DAYS

Market Value Adjustment Factor: $.9 \times [I - (J + .0025)] \times N$

= $.9 \times [(.045 - (.048 + .0025))] \times (2) = -.0099$

Market Value Adjustment = Market Value

Adjustment Factor X Amount Subject To Market Value Adjustment:

= $-.0099 \times \$11,411.66 = -\112.98

Step 5: Calculate the amount received by

Contract owner as a result of full

withdrawal at the end of Contract

Year 3: = $\$11,411.66 - \$510 - \$112.98 = \$10,788.68$

* These examples assume the election of the ALLSTATE VARIABLE ANNUITY CONTRACT for the purpose of illustrating the Market Value Adjustment calculation. The amounts would be different under the ALLSTATE VARIABLE ANNUITY - L SHARE CONTRACT, which has different expenses and withdrawal charges.

EXAMPLE OF CALCULATION OF INCOME PROTECTION BENEFIT

Appendix C illustrates how we calculate the amount guaranteed under the Income Protection Benefit Option. Please remember that you are looking at an example only. Please also remember that the Income Protection Benefit Option may only be added to Income Plans 1 and/or 2, and only to those Income Plans for which you have selected variable income payments.

To illustrate the calculation of the amount guaranteed under the Income Protection Benefit Option, we assume the following:

Adjusted age of
Annuitant on the Payout
Start Date: 65

Sex of Annuitant: male

Income Plan selected: 1

Payment frequency: monthly

Amount applied to
variable income payments
under the Income Plan: \$100,000.00

The example assumes that the withdrawal charge period has expired for all purchase payments. In accordance with the terms of the Contract, the following additional assumptions apply:

Assumed investment rate: 3%

Guaranteed minimum variable income payment: 85% of the initial
variable amount income value

STEP 1 - CALCULATION OF THE INITIAL VARIABLE AMOUNT INCOME VALUE:

Using the assumptions stated above, the initial monthly income payment is \$5.49 per \$1,000 applied to variable income payments under Income Plan 1. Therefore, the initial variable amount income value = $\$100,000 \times \$5.49/1000 = \$549.00$.

STEP 2 - CALCULATION OF THE AMOUNT GUARANTEED UNDER THE INCOME PROTECTION BENEFIT OPTION:

guaranteed minimum variable income payment = $85\% \times \text{initial variable amount income value} = 85\% \times \$549.00 = \$466.65$.

STEP 3 - ILLUSTRATION OF THE EFFECT OF THE MINIMUM PAYMENT GUARANTEE UNDER THE INCOME PROTECTION BENEFIT OPTION:

If in any month your variable income payments would fall below the amount guaranteed under the Income Protection Benefit Option, your payment for that month will equal the guaranteed minimum variable income payment. For example, you would receive \$466.65 even if the amount of your monthly income payment would have been less than that as a result of declining investment experience. On the other hand, if your monthly income payment is greater than the minimum guaranteed \$466.65, you would receive the greater amount.

APPENDIX D

WITHDRAWAL ADJUSTMENT EXAMPLE - INCOME BENEFITS*

Issue Date: January 1, 2003

Initial Purchase Payment: \$50,000.

Date	Type of Occurrence	Beginning Contract Value	Income Benefit Amount		5% Roll-Up Value**
			Transaction Amount	Contract Maximum Value After Anniversary	
1/1/04	Contract Anniversary	\$55,000	—	\$55,000	\$52,500
7/1/04	Partial Withdrawal	\$60,000	\$15,000	\$45,000	\$41,250

The following shows how we compute the adjusted income benefits in the example above. Please note that the withdrawal adjustment reduces the Maximum Anniversary Value by the same proportion as the withdrawal reduces the Contract Value. The withdrawal adjustment reduces the 5% Roll-Up Value part dollar-for-dollar and part proportionally.

MAXIMUM ANNIVERSARY VALUE INCOME BENEFIT

Partial Withdrawal Amount	(a)	\$15,000	
Contract Value Immediately Prior to Partial Withdrawal	(b)	\$60,000	
Value of Income Benefit Amount Immediately Prior to Partial Withdrawal	(c)	\$55,000	
Withdrawal Adjustment	$[(a)/(b)]*(c)$	\$13,750	
Adjusted Income Benefit		\$41,250	

5 % ROLL-UP VALUE INCOME BENEFIT**

Total Partial Withdrawal Amount	(a)	\$15,000
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STEP I - DOLLAR FOR DOLLAR PORTION

Contract Value Immediately Prior to Partial Withdrawal	(b)	\$60,000
Value of Income Benefit Amount Immediately Prior to Partial Withdrawal (assumes 181 days worth of interest on \$52,500 and \$54,600, respectively)	(c)	\$53,786
Partial Withdrawal Amount (Corridor = 5% of Roll-Up Value on 1/1/04)	(d)	\$ 2,625
Dollar for Dollar Withdrawal Adjustment (discounted for a half year's worth of interest)	$(e) = (d) * 1.05^{-0.5}$	\$ 2,562
Contract Value After Step 1	$(b') = (b) - (d)$	\$57,375
Adjusted Income Benefit After Step 1	$(c') = (c) - (e)$	\$51,224

STEP 2 - PROPORTIONAL PORTION

Partial Withdrawal Amount	$(a') = (a) - (d)$	\$12,375
Proportional Adjustment	$(a') / (b') * (c')$	\$11,048
Contract Value After Step 2	$(b') - (a')$	\$45,000
Adjusted Income Benefit After Step 2		\$40,176

* For purpose of illustrating the withdrawal adjustment calculation, the example assumes the same hypothetical Contract Values and Maximum Anniversary Value for all Contracts, net of applicable fees and charges. Actual income benefit amounts will differ due to the different fees and charges under each Contract. Please remember that you are looking at an example and that your investment performance may be greater or lower than the figures shown.

**In certain states, the Roll-Up Value Income Benefit accumulates interest on a daily basis at a rate equivalent to 3% per year rather than 5%. If calculations assumed an interest rate of 3% per year, the adjusted income benefit would be lower.

APPENDIX E

WITHDRAWAL ADJUSTMENT EXAMPLE - DEATH BENEFITS*

Issue Date: January 1, 2007

Initial Purchase Payment: \$50,000

Death Benefit Amount							
Date	Beginning Type of Contract Occurrence	Contract Transaction Value	Purchase Amount	Value After Payment Occurrence	Maximum Anniversary Value	Enhanced Anniversary Value	Beneficiary Value**
1/1/2008	Contract Anniversary	\$55,000	_	\$55,000	\$50,000	\$55,000	\$52,500
7/1/2008	Partial Withdrawal	\$60,000	\$15,000	\$45,000	\$37,500	\$41,250	\$40,339

The following shows how we compute the adjusted death benefits in the example above. Please note that the withdrawal reduces the Purchase Payment Value, the Maximum Anniversary Value, and the Enhanced Beneficiary Value by the same proportion as the withdrawal reduces the Contract Value.

PURCHASE PAYMENT VALUE DEATH BENEFIT

Partial Withdrawal Amount	(a)	\$15,000
Contract Value Immediately Prior to Partial Withdrawal	(b)	\$60,000
Value of Death Benefit Amount Immediately Prior to Partial Withdrawal	(c)	\$50,000
Withdrawal Adjustment	[(a)/(b)]*(c)	\$12,500
Adjusted Death Benefit		\$37,500

MAV DEATH BENEFIT

Partial Withdrawal Amount	(a)	\$15,000
Contract Value Immediately Prior to Partial Withdrawal	(b)	\$60,000
Value of Death Benefit Amount Immediately Prior to Partial Withdrawal	(c)	\$55,000
Withdrawal Adjustment	[(a)/(b)]*(c)	\$13,750
Adjusted Death Benefit		\$41,250

ENHANCED BENEFICIARY PROTECTION (ANNUAL INCREASE) BENEFIT**

Partial Withdrawal Amount	(a)	\$15,000
Contract Value Immediately Prior to Partial Withdrawal	(b)	\$60,000
Value of Death Benefit Amount Immediately Prior to Partial Withdrawal (assumes 181 days worth of interest on \$52,500 and \$54,600, respectively)	(c)	\$53,786
Withdrawal Adjustment	[(a)/(b)]*(c)	\$13,446
Adjusted Death Benefit		\$40,339

* For purpose of illustrating the withdrawal adjustment calculation, the example assumes the same hypothetical Contract Values and Maximum Anniversary Value for all Contracts, net of applicable fees and charges. Actual death benefit amounts will differ due to the different fees and charges under each Contract. Please remember that you are looking at an example and that your investment performance may be greater or lower than the figures shown.

**Calculations for the Enhanced Beneficiary Protection (Annual Increase) Benefit assumed that interest accumulates on a daily basis at a rate equivalent to 5% per year. In certain states, the benefit provides for interest that accumulates at a rate of 3% per year. If calculations assumed an interest rate of 3% per

year, the adjusted death benefit would be lower.

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APPENDIX F
CALCULATION OF EARNINGS PROTECTION DEATH BENEFIT*

The following are examples of the Earnings Protection Death Benefit Option. For illustrative purposes, the examples assume Earnings in each case. Please remember that you are looking at examples and that your investment performance may be greater or lower than the figures shown.

EXAMPLE 1: ELECTED WHEN CONTRACT WAS ISSUED WITHOUT ANY SUBSEQUENT ADDITIONS OR WITHDRAWALS

In this example, assume that the oldest Contract Owner is age 55 on the Rider Application Date and elects the Earnings Protection Death Benefit Option when the Contract is issued. The Contract Owner makes an initial purchase payment of \$100,000. After four years, the Contract Owner dies. On the date Allstate Life receives a Complete Request for Settlement, the Contract Value is \$125,000. Prior to his death, the Contract Owner did not make any additional purchase payments or take any withdrawals.

Excess of Earnings Withdrawals	=	\$0	
Purchase Payments in the 12 months prior to death	=	\$0	
In-Force Premium	=	\$100,000	
		(\$100,000+ \$0 - \$0)	
In-Force Earnings	=	\$25,000	
		(\$125,000- \$100,000)	
EARNINGS PROTECTION DEATH BENEFIT**	=	40% * \$25,000	= \$10,000

Since 40% of In-Force Earnings is less than 100% of the In-Force Premium (excluding purchase payments in the 12 months prior to death), the In-Force Earnings are used to compute the Earnings Protection Death Benefit amount.

* For purposes of illustrating the calculation of Earnings Protection Death Benefit Option, the example assumes the same hypothetical Contract Values for all Contracts, net of applicable fees and charges. Actual death benefit amounts will differ due to the different fees and charges under each Contract.

**If the oldest Contract Owner or Annuitant had been over age 70, and both were age 79 or younger on the Rider Application Date, the Earnings Protection Death Benefit would be 25% of the In-Force Earnings (\$6,250.00).

EXAMPLE 2: ELECTED WHEN CONTRACT WAS ISSUED WITH SUBSEQUENT WITHDRAWALS

In this example, assume the same facts as above, except that the Contract Owner has taken a withdrawal of \$10,000 during the second year of the Contract. Immediately prior to the withdrawal, the Contract Value is \$105,000. Here, \$5,000 of the withdrawal is in excess of the In-Force Earnings at the time of the withdrawal. The Contract Value on the date Allstate Life receives a Complete Request for Settlement will be assumed to be \$114,000.

Excess of Earnings Withdrawals	=	\$5,000	
		(\$10,000-\$5,000)	
Purchase Payments in the 12 months prior to death	=	\$0	
In-Force Premium	=	\$95,000	
		(\$100,000+\$0-\$5,000)	
In-Force Earnings	=	\$19,000	
		(\$114,000-\$95,000)	
EARNINGS PROTECTION DEATH BENEFIT**	=	40%*\$19,000	= \$7,600

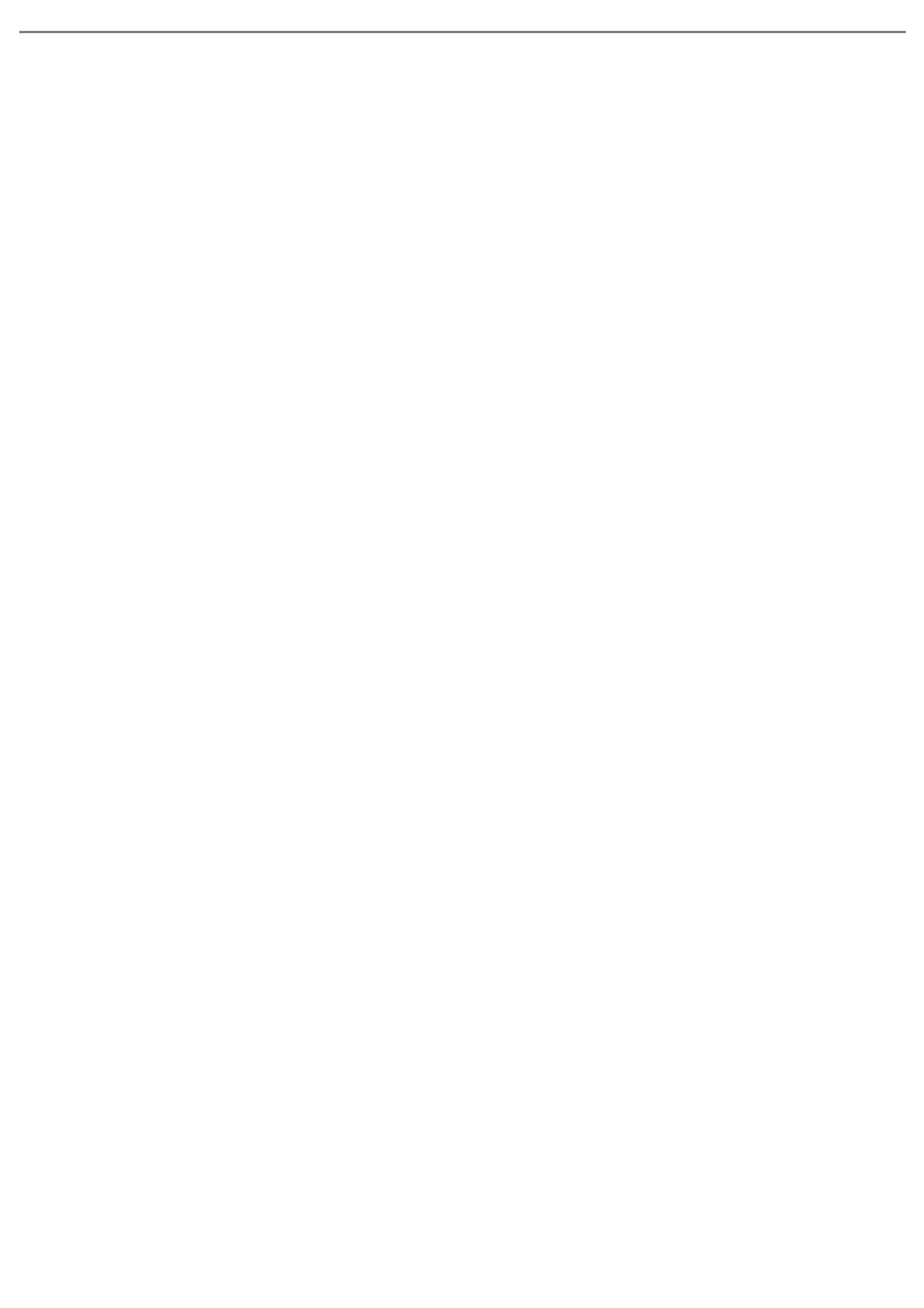
Since 40% of In-Force Earnings is less than 100% of the In-Force Premium (excluding purchase payments in the 12 months prior to death), the In-Force Earnings are used to compute the Earnings Protection Death Benefit amount.

* For purposes of illustrating the calculation of Earnings Protection Death Benefit Option, the example assumes the same hypothetical Contract Values for all Contracts, net of applicable fees and charges. Actual death benefit amounts will differ due to the different fees and charges under each Contract.

**If the oldest Contract Owner or Annuitant had been over age 70, and both were age 79 or younger on the Rider Application Date, the Earnings Protection Death Benefit would be 25% of the In-Force Earnings (\$4,750.00).

EXAMPLE 3: ELECTED AFTER CONTRACT WAS ISSUED WITH SUBSEQUENT ADDITIONS AND WITHDRAWALS

This example is intended to illustrate the effect of adding the Earnings Protection Death Benefit Option after the Contract has been issued and the effect of later purchase payments. In this example, assume that the oldest Contract Owner is age 72 on the Rider Application Date. At the time the Contract is issued, the Contract Owner makes a purchase payment of \$100,000. After two years pass, the Contract Owner elects to add the Earnings Protection Death Benefit Option. On the date this Rider is added, the Contract Value is \$110,000. Two years later, the Contract Owner withdraws \$50,000. Immediately prior to the withdrawal, the Contract Value is \$130,000. Another two years later, the



Contract Owner makes an additional purchase payment of \$40,000. Immediately after the additional purchase payment, the Contract Value is \$130,000. Two years later, the Contract Owner dies with a Contract Value of \$140,000 on the date Allstate Life receives a Complete Request for Settlement.

Excess of Earnings Withdrawals	= \$30,000	
	(\$50,000-\$20,000)	
Purchase Payments in the 12 months prior to death	= \$0	
In-Force Premium	= \$120,000	
	(\$110,000+\$40,000-\$30,000)	
In-Force Earnings	= \$20,000	
	(\$140,000-\$120,000)	
EARNINGS PROTECTION DEATH BENEFIT**	= 25%*\$20,000=\$5,000	

In this example, In-Force Premium is equal to the Contract Value on Rider Application Date plus the additional purchase payment and minus the Excess-of-Earnings Withdrawal.

Since 25% of In-Force Earnings is less than 50% of the In-Force Premium (excluding purchase payments in the 12 months prior to death), the In-Force Earnings are used to compute the Earnings Protection Death Benefit amount.

* For purposes of illustrating the calculation of Earnings Protection Death Benefit Option, the example assumes the same hypothetical Contract Values for all Contracts, net of applicable fees and charges. Actual death benefit amounts will differ due to the different fees and charges under each Contract.

**If the oldest Contract Owner or Annuitant had been age 70 or younger on the Rider Application Date, the Earnings Protection Death Benefit would be 40% of the In-Force Earnings (\$8,000.00).

EXAMPLE 4: SPOUSAL CONTINUATION

This example is intended to illustrate the effect of a surviving spouse electing to continue the Contract upon the death of the Contract Owner on a Contract with the Earnings Protection Death Benefit Option. In this example, assume that the oldest Contract Owner is age 60 at the time the Contract is purchased (with the Earnings Protection Death Benefit Option and MAV Death Benefit Option) with a \$100,000 purchase payment. Five years later the Contract Owner dies and the surviving spouse elects to continue the Contract. The Contract Value and Maximum Anniversary Value at this time are \$150,000 and \$160,000, respectively.

Excess of Earnings Withdrawals	= \$0	
Purchase Payments in the 12 months prior to death	= \$0	
In-Force Premium	= \$100,000	
	(\$100,000+\$0-\$0)	
In-Force Earnings	= \$50,000	
	(\$150,000-\$100,000)	
Earnings Protection Death Benefit**	= 40%*\$50,000=\$20,000	
Contract Value	= \$150,000	
Death Benefit	= \$160,000	
Earnings Protection Death Benefit	= \$20,000	
Continuing Contract Value	= \$180,000	
	(\$160,000+\$20,000)	

Since 40% of In-Force Earnings is less than 100% of the In-Force Premium (excluding purchase payments in the 12 months prior to death), the In-Force Earnings are used to compute the Earnings Protection Death Benefit amount.

Assume the surviving spouse is age 72 when the Contract is continued. At this time, the surviving spouse has the option to continue the Earnings Protection Death Benefit Option at an additional mortality and expense risk charge of 0.40% and with an In-Force Premium amount equal to the Contract Value and the Rider Date reset to the date the Contract is continued. If this selection is made, the Earnings Protection Death Benefit will be equal to the lesser of 25% of the In-Force Earnings and 50% of In-Force Premium. Otherwise, the surviving spouse may elect to terminate the Earnings Protection Death Benefit Option at the time of continuation.

* For purposes of illustrating the calculation of Earnings Protection Death Benefit Option, the example assumes the same hypothetical Contract Values and Maximum Anniversary Values for all Contracts, net of applicable fees and charges. Actual death benefit amounts will differ due to the different fees and charges under each Contract.

**If the oldest Contract Owner or Annuitant had been over age 70, and both were age 79 or younger on the Rider Application Date, the Earnings Protection Death Benefit would be 25% of the In-Force Earnings (\$12,500.00).

APPENDIX G

WITHDRAWAL ADJUSTMENT EXAMPLE - TRUERETURN ACCUMULATION BENEFIT*

Issue Date: January 2, 2007

Initial Purchase Payment: \$50,000

Initial Benefit Base: \$50,000

Date	Beginning Type of Occurrence	Contract Value	Transaction Amount	Contract Value After Occurrence	Benefit Base
1/2/2008	Contract Anniversary	\$55,000	_	\$55,000	\$50,000
7/2/2008	Partial Withdrawal	\$60,000	\$15,000	\$45,000	\$37,500

The following shows how we compute the adjusted Benefit Bases in the example above. Please note the withdrawal reduces the Benefit Bases by the same proportion as the withdrawal reduces the Contract Value.

BENEFIT BASE	

Partial Withdrawal Amount	(a) \$15,000

Contract Value Immediately Prior to Partial Withdrawal	(b) \$60,000

Value of Benefit Base Amount Immediately Prior to Partial Withdrawal	(c) \$50,000

Withdrawal Adjustment	[(a)/(b)]*(c) \$12,500

Adjusted Benefit Base	\$37,500

* For purpose of illustrating the withdrawal adjustment calculation, the example assumes the same hypothetical Contract Values, net of applicable fees and charges for all Contracts. Actual Contract Values will differ due to the different fees and charges under each Contract. Please remember that you are looking at an example and that your investment performance may be greater or lower than the figures shown.

APPENDIX H - SUREINCOME WITHDRAWAL BENEFIT OPTION CALCULATION EXAMPLES

Example 1: Assume you purchase an Allstate Variable Annuity contract with a \$100,000 initial purchase payment and add the SureIncome Option at issue.

Your Benefit Base is \$100,000, which is your initial purchase payment of \$100,000. Your Benefit Payment is \$8,000, which is 8% of your initial purchase payment. Your Benefit Payment Remaining for this Benefit Year is \$8,000, which is equal to your Benefit Payment at the beginning of this Benefit Year.

Example 2: Assume Example 1 is continued and an additional purchase payment of \$40,000 is made in the first Benefit Year.

The Benefit Base is increased to \$140,000, which is your prior Benefit Base (\$100,000) plus your additional purchase payment (\$40,000). The Benefit Payment is increased to \$11,200, which is your prior Benefit Payment (\$8,000) plus 8% of your additional purchase payment (\$40,000). The Benefit Payment Remaining is increased to \$11,200, which is your Benefit Payment Remaining prior to your additional purchase payment (\$8,000) plus 8% of your additional purchase payment (\$40,000).

Example 3: Assume Example 1 is continued and a withdrawal of \$8,000 is made during the first Benefit Year.

The Benefit Base is reduced to \$92,000, which is your prior Benefit Base (\$100,000) less your withdrawal (\$8,000). The Benefit Payment is unchanged and remains \$8,000. The Benefit Payment Remaining in the first Benefit Year is \$0, which is your Benefit Payment Remaining prior to your withdrawal (\$8,000) less your withdrawal (\$8,000).

Example 4: Assume example 1 is continued and a withdrawal of \$25,000 is made during the first Benefit Year. Assume the Contract Value prior to the withdrawal was \$130,000. Because the \$25,000 withdrawal is larger than the Benefit Payment Remaining, the Benefit Base and Benefit Payment will be recalculated according to applicable formulas.

The Benefit Base is reduced to \$75,000, determined by the following calculation: the lesser of $(\$130,000 - \$25,000)$ and $(\$100,000 - \$25,000) = \$75,000$. The Benefit Payment remains \$8,000, determined by the following calculation: the lesser of $(\$8,000)$ and $(8\% \times (\$130,000 - \$25,000)) = \$8,000$. There is no Benefit Payment Remaining because the withdrawal has reduced it to \$0.

Example 5: Assume example 3 is continued and an additional withdrawal of \$5,000 is taken in the same year (the first Benefit Year). Assume the Contract Value prior to the additional withdrawal was \$60,000. Because the \$5,000 withdrawal is larger than the Benefit Payment Remaining (\$0), the Benefit Base and Benefit Payment will be recalculated according to applicable formulas.

The Benefit Base is reduced to \$55,000, determined by the following calculation: the lesser of $(\$60,000 - \$5,000)$ and $(\$92,000 - \$5,000) = \$55,000$. The Benefit Payment is reduced to \$4,400, determined by the following formula:

the lesser of $(\$8,000)$ and $((8\% \times (\$60,000 - \$5,000)) = \$4,400$. The Benefit Payment Remaining is unchanged at \$0.

Example 6: Assume example 5 is continued and an additional Purchase Payment of 40,000 is made in the same year (the first Benefit Year).

The Benefit Base is increased to \$95,000, which is your prior Benefit Base (\$55,000) plus your additional purchase payment (\$40,000). The Benefit Payment is increased to \$7,600, which is your prior Benefit Payment (\$4,400) plus 8% of your additional purchase payment (\$40,000). The Benefit Payment Remaining is increased to \$3,200, which is your Benefit Payment Remaining prior to your additional purchase payment (\$0) plus 8% of your additional purchase payment (\$40,000).

Example 7: Assume example 6 is continued and an additional withdrawal of \$3,200 is taken in the same year (the first Benefit Year).

The Benefit Base is reduced to \$91,800, which is your prior Benefit Base (\$95,000) less your withdrawal (\$3,200). The Benefit Payment is unchanged and remains \$7,600. The Benefit Payment Remaining is reduced to \$0, which is your Benefit Payment Remaining prior to your withdrawal (\$3,200) less your withdrawal (\$3,200).

**APPENDIX I - SUREINCOME PLUS WITHDRAWAL BENEFIT
OPTION CALCULATION EXAMPLES**

Example 1: Assume you purchase an Allstate Variable Annuity contract with a \$100,000 initial purchase payment and add the SureIncome Plus Option at issue.

Your Benefit Base is \$100,000, which is your initial purchase payment of \$100,000.

Your SureIncome ROP Death Benefit is \$100,000, which is your initial purchase payment of \$100,000.

Your Benefit Payment is \$8,000, which is 8% of your initial purchase payment.

Your Benefit Payment Remaining for this Benefit Year is \$8,000, which is equal to your Benefit Payment at the beginning of this Benefit Year.

Example 2: Assume Example 1 is continued and an additional purchase payment of \$40,000 is made in the first Benefit Year.

The Benefit Base is increased to \$140,000, which is your prior Benefit Base (\$100,000) plus your additional purchase payment (\$40,000).

The SureIncome ROP Death Benefit is increased to \$140,000, which is your prior SureIncome ROP Death Benefit (\$100,000) plus your additional purchase payment (\$40,000).

The Benefit Payment is increased to \$11,200, which is your prior Benefit Payment (\$8,000) plus 8% of your additional purchase payment (\$40,000).

The Benefit Payment Remaining is increased to \$11,200, which is your Benefit Payment Remaining prior to your additional purchase payment (\$8,000) plus 8% of your additional purchase payment (\$40,000).

Example 3: Assume Example 1 is continued and a withdrawal of \$8,000 is made during the first Benefit Year.

The Benefit Base is reduced to \$92,000, which is your prior Benefit Base (\$100,000) less your withdrawal (\$8,000).

The SureIncome ROP Death Benefit is reduced to \$92,000, which is your prior SureIncome ROP Death Benefit (\$100,000) less your withdrawal (\$8,000).

The Benefit Payment is unchanged and remains \$8,000.

The Benefit Payment Remaining in the first Benefit Year is \$0, which is your Benefit Payment Remaining prior to your withdrawal (\$8,000) less your withdrawal (\$8,000).

Example 4: Assume Example 1 is continued and a withdrawal of \$25,000 is made during the first Benefit Year. Assume the Contract Value prior to the withdrawal was \$130,000. Because the \$25,000 withdrawal is larger than the Benefit Payment Remaining, the Benefit Base, the SureIncome ROP Death Benefit and Benefit Payment will be recalculated according to applicable formulas.

The Benefit Base is reduced to \$75,000, determined by the following calculation: the lesser of $(\$130,000 - \$25,000)$ and $(\$100,000 - \$25,000) = \$75,000$.

The SureIncome ROP Death Benefit is reduced to \$75,000, determined by the following calculation: the lesser of $(\$130,000 - \$25,000)$ and $(\$100,000 - \$25,000) = \$75,000$.

The Benefit Payment remains \$8,000, determined by the following calculation:

the lesser of $(\$8,000)$ and $(8\% \times (\$130,000 - \$25,000)) = \$8,000$

There is no Benefit Payment Remaining because the withdrawal has reduced it to \$0.

Example 5: Assume Example 3 is continued and an additional withdrawal of \$5,000 is taken in the same year (the first Benefit Year). Assume the Contract Value prior to the additional withdrawal was \$60,000. Because the \$5,000 withdrawal is larger than the Benefit Payment Remaining (\$0), the Benefit Base and Benefit Payment will be recalculated according to applicable formulas.

The Benefit Base is reduced to \$55,000, determined by the following calculation: the lesser of $(\$60,000 - \$5,000)$ and $(\$92,000 - \$5,000) = \$55,000$.

The SureIncome ROP Death Benefit is reduced to \$55,000, determined by the following calculation: the lesser of $(\$60,000 - \$5,000)$ and $(\$92,000 - \$5,000) = \$55,000$.

The Benefit Payment is reduced to \$4,400, determined by the following formula:
the lesser of (\$8,000) and $((8\% \times (\$60,000 - \$5,000)) = \$4,400$.

The Benefit Payment Remaining is unchanged at \$0.

Example 6: Assume Example 5 is continued and an additional Purchase Payment of 40,000 is made in the same year (the first Benefit Year).

The Benefit Base is increased to \$95,000, which is your prior Benefit Base (\$55,000) plus your additional purchase payment (\$40,000).

The SureIncome ROP Death Benefit is increased to \$95,000, which is your prior SureIncome ROP Death Benefit (\$55,000) plus your additional purchase payment (\$40,000).

The Benefit Payment is increased to \$7,600, which is your prior Benefit Payment (\$4,400) plus 8% of your additional purchase payment (\$40,000).

The Benefit Payment Remaining is increased to \$3,200, which is your Benefit Payment Remaining prior to your additional purchase payment (\$0) plus 8% of your additional purchase payment (\$40,000).

Example 7: Assume Example 6 is continued and an additional withdrawal of \$3,200 is taken in the same year (the first Benefit Year).

The Benefit Base is reduced to \$91,800, which is your prior Benefit Base (\$95,000) less your withdrawal (\$3,200).

The SureIncome ROP Death Benefit is reduced to \$91,800, which is your prior SureIncome ROP Death Benefit (\$95,000) less your withdrawal (\$3,200).

The Benefit Payment is unchanged, because the amount withdrawn does not exceed the Benefit Payment Remaining, and remains \$7,600.

The Benefit Payment Remaining is reduced to \$0, which is your Benefit Payment Remaining prior to your withdrawal (\$3,200) less your withdrawal (\$3,200).

Example 8: Assume Example 1 is continued and on the first Contract Anniversary the Contract Value prior to deduction of annual fees is \$160,000.

The SureIncome Plus Option Fee is \$650, which is $0.65\% \times$ the Benefit Base (\$100,000) prior to updating the Benefit Base based on the Contract Value on the Contract Anniversary.

The final Contract Value is \$159,350, which the Contract Value on the Contract Anniversary after deduction of annual fees (assume SureIncome Plus Option Fee is the only annual fee applicable).

The Benefit Base is increased to \$159,350, which is the greater of your current Benefit Base (\$100,000) and the final Contract Value on the Contract Anniversary (\$159,350).

The SureIncome ROP Death Benefit remains \$100,000.

The Benefit Payment is increased to \$12,748, which is the greater of your current Benefit Payment (\$8,000) and $8\% \times$ the final Contract Value on the Contract Anniversary (\$159,350).

The Benefit Payment Remaining is updated to \$12,748, which is the Benefit Payment on the Contract Anniversary.

Example 9: Assume Example 8 is continued, no withdrawals or purchase payments are applied during the second Contract Year and on the second Contract Anniversary the Contract Value prior to deduction of annual fees is \$60,000.

The SureIncome Plus Option Fee is \$1,035.78, which is $0.65\% \times$ the Benefit Base (\$159,350) prior to updating the Benefit Base based on the Contract Value on the Contract Anniversary.

The final Contract Value is \$58,964.22, which the Contract Value on the Contract Anniversary after deduction of annual fees (assume SureIncome Plus Option Fee is the only annual fee applicable).

The Benefit Base remains \$159,350, which is the greater of your current Benefit Base (\$159,350) and the final Contract Value on the Contract Anniversary (\$58,964.22).

The SureIncome ROP Death Benefit remains \$100,000.

The Benefit Payment is remains \$12,748, which is the greater of your current Benefit Payment \$12,748 and $8\% \times$ the final Contract Value on the Contract Anniversary (\$58,964.22).

The Benefit Payment Remaining is updated to \$12,748, which is the Benefit Payment on the Contract Anniversary.

APPENDIX J - SUREINCOME FOR LIFE WITHDRAWAL BENEFIT OPTION CALCULATION EXAMPLES

Example 1: Assume you purchase an Allstate Variable Annuity contract with \$100,000 initial purchase payment, are attained age 55 at issue, and add the SureIncome For Life Option at issue (you are the SureIncome Covered Life).

Your Benefit Base is \$100,000, which is your initial purchase payment of \$100,000.

Your SureIncome ROP Death Benefit is \$100,000, which is your initial purchase payment of \$100,000.

Your Benefit Payment is \$4,000, which is 4% of your initial purchase payment.

Your Benefit Payment Remaining for this Benefit Year is \$4,000, which is equal to your Benefit Payment at the beginning of this Benefit Year.

Note: The Benefit Payment remains \$4,000 until you turn age 60 (as long as the Contract Value on any of the prior Contract Anniversaries have not caused any of the guarantees under the Option to be updated). At that point, if no withdrawals have been taken, your Benefit Payment & Benefit Payment Remaining are updated to 5% x current Benefit Base (\$5,000 = 5% X \$100,000, assuming your Benefit Base is still \$100,000).

Example 2: Assume Example 1 is continued and an additional purchase payment of \$40,000 is made in the first Benefit Year.

The Benefit Base is increased to \$140,000, which is your prior Benefit Base (\$100,000) plus your additional purchase payment (\$40,000).

The SureIncome ROP Death Benefit is increased to \$140,000, which is your prior SureIncome ROP Death Benefit (\$100,000) plus your additional purchase payment (\$40,000).

The Benefit Payment is increased to \$5,600, which is your prior Benefit Payment (\$4,000) plus 4% of your additional purchase payment (\$40,000).

The Benefit Payment Remaining is increased to \$5,600, which is your prior Benefit Payment Remaining (\$4,000) plus 4% of your additional purchase payment (\$40,000).

Note: The Benefit Payment remains \$5,600 until you turn age 60 (for the purposes of this example it is assumed the maximum anniversary value on any of the prior Contract Anniversaries has not increased the Benefit Payment). At that point, if no withdrawals have been taken, your Benefit Payment & Benefit Payment Remaining are updated to 5% x current Benefit Base (\$7,000 = 5% X \$140,000, assuming your Benefit Base is still \$140,000).

Example 3a: Assume Example 1 is continued and the first withdrawal, equal to \$4,000, is made during the first Benefit Year.

The Benefit Base is reduced to \$96,000, which is your prior Benefit Base (\$100,000) less your withdrawal (\$4,000).

The SureIncome ROP Death Benefit is reduced to \$96,000, which is your prior SureIncome ROP Death Benefit (\$100,000) less your withdrawal (\$4,000).

The Benefit Payment is unchanged and remains \$4,000.

The Benefit Payment Remaining in the first Benefit Year is \$0, which is your Benefit Payment Remaining prior to your withdrawal (\$4,000) less your withdrawal (\$4,000).

Note: The Withdrawal Benefit Factor is locked at 4% because the age at first withdrawal is age 55.

Example 3b: Assume Example 1 is continued and the first withdrawal, equal to \$5,000, is made during the sixth Benefit Year and you have attained age 60 (assume the Contract Values have not increased any SureIncome For Life Option guarantees on any prior Contract Anniversaries).

The Benefit Base is reduced to \$95,000, which is your prior Benefit Base (\$100,000) less your withdrawal (\$5,000).

The SureIncome ROP Death Benefit is reduced to \$95,000, which is your prior SureIncome ROP Death Benefit (\$100,000) less your withdrawal (\$5,000).

Because the first withdrawal occurs at attained age 60, the Benefit Payment and Benefit Payment Remaining prior to the withdrawal are updated to 5% x current Benefit Base (5% X \$100,000 = \$5,000).

The Benefit Payment remains \$5,000 after withdrawal.

The Benefit Payment Remaining in the first Benefit Year is \$0, which is your Benefit Payment Remaining prior to your withdrawal (\$5,000) less your withdrawal (\$5,000).

Note: The Withdrawal Benefit Factor is locked at 5% because the age at first withdrawal is age 60.

Example 3c: Assume Example 1 is continued and the first withdrawal, equal to \$6,000, is made during the sixteenth Benefit Year and you have attained age 70 (assume the Contract Values have not increased any SureIncome For Life Option guarantees on any prior Contract Anniversaries).

The Benefit Base is reduced to \$94,000, which is your prior Benefit Base (\$100,000) less your withdrawal (\$6,000).

The SureIncome ROP Death Benefit is reduced to \$94,000, which is your prior SureIncome ROP Death Benefit (\$100,000) less your withdrawal (\$6,000).

Because the first withdrawal occurs at attained age 70, the Benefit Payment and Benefit Payment Remaining prior to the withdrawal are updated to 6% X current Benefit Base (6% X \$100,000 = \$6,000).

The Benefit Payment remains \$6,000 after withdrawal.

The Benefit Payment Remaining in the first Benefit Year is \$0, which is your Benefit Payment Remaining prior to your withdrawal (\$6,000) less your withdrawal (\$6,000).

Note: The Withdrawal Benefit Factor is locked at 6% because the age at first withdrawal is age 70.

Example 4a: Assume Example 1 is continued and a withdrawal of \$25,000 is made during the first Benefit Year. Assume the Contract Value prior to the withdrawal was \$130,000. Because the \$25,000 withdrawal is larger than the Benefit Payment Remaining, the Benefit Base, the SureIncome ROP Death Benefit and Benefit Payment will be recalculated according to applicable formulas.

The Benefit Base is reduced to \$75,000, determined by the following calculation: the lesser of (\$130,000 - \$25,000) and (\$100,000 - \$25,000) = \$75,000.

The SureIncome ROP Death Benefit is reduced to \$75,000, determined by the following calculation: the lesser of (\$130,000 - \$25,000) and (\$100,000 - \$25,000) = \$75,000.

The Benefit Payment is reduced to \$3,000, determined by the following calculation: the lesser of (\$4,000) and (4% X \$75,000) = \$3,000.

There is no Benefit Payment Remaining because the withdrawal has reduced it to \$0.

Note: The Withdrawal Benefit Factor is locked at 4% because the age at first withdrawal is age 55.

Example 4b: Assume Example 1 is continued and a withdrawal of \$25,000 is made during the sixth Benefit Year (assume the Contract Values have not increased any SureIncome For Life Option guarantees on any prior Contract Anniversaries). Assume the Contract Value prior to the withdrawal was \$130,000. Because the \$25,000 withdrawal is larger than the Benefit Payment Remaining, the Benefit Base, the SureIncome ROP Death Benefit and Benefit Payment will be recalculated according to applicable formulas.

The Benefit Base is reduced to \$75,000, determined by the following calculation: the lesser of (\$130,000 - \$25,000) and (\$100,000 - \$25,000) = \$75,000.

The SureIncome ROP Death Benefit is reduced to \$75,000, determined by the following calculation: the lesser of (\$130,000 - \$25,000) and (\$100,000 - \$25,000) = \$75,000.

Because the first withdrawal occurs at attained age 60, the Benefit Payment and Benefit Payment Remaining prior to the withdrawal are updated to 5% X current Benefit Base prior to the withdrawal (5% X \$100,000 = \$5,000).

The Benefit Payment is reduced to \$3,750, determined by the following calculation: the lesser of (\$5,000) and (5% X \$75,000) = \$3,750.

There is no Benefit Payment Remaining because the withdrawal has reduced it to \$0.

Note: The Withdrawal Benefit Factor is locked at 5% because the age at first withdrawal is age 60.

Example 5: Assume Example 3a is continued and an additional withdrawal of \$5,000 is taken in the same year (the first Benefit Year). Assume the Contract Value prior to the additional withdrawal was \$60,000. Because the \$5,000 withdrawal is larger than the Benefit Payment Remaining (\$0), the Benefit Base and Benefit Payment will be recalculated according to applicable formulas.

The Benefit Base is reduced to \$55,000, determined by the following calculation: the lesser of $(\$60,000 - \$5,000)$ and $(\$96,000 - \$5,000) = \$55,000$.

The SureIncome ROP Death Benefit is reduced to \$55,000, determined by the following calculation: the lesser of $(\$60,000 - \$5,000)$ and $(\$96,000 - \$5,000) = \$55,000$.

The Benefit Payment is reduced to \$2,200, determined by the following formula:

the lesser of $(\$4,000)$ and $(4\% \times \$55,000) = \$2,200$.

Example 6: Assume Example 5 is continued and an additional Purchase Payment of 40,000 is made in the same year (the first Benefit Year).

The Benefit Base is increased to \$95,000, which is your prior Benefit Base (\$55,000) plus your additional purchase payment (\$40,000).

The SureIncome ROP Death Benefit is increased to \$95,000, which is your prior SureIncome ROP Death Benefit (\$55,000) plus your additional purchase payment (\$40,000).

The Benefit Payment is increased to \$3,800, which is your prior Benefit Payment (\$2,200) plus 4% of your additional purchase payment (\$40,000).

The Benefit Payment Remaining is increased to \$1,600, which is your Benefit Payment Remaining prior to your additional purchase payment (\$0) plus 4% of your additional purchase payment (\$40,000).

Example 7: Assume Example 6 is continued and an additional withdrawal of \$1,600 is taken in the same year (the first Benefit Year).

The Benefit Base is reduced to \$93,400, which is your prior Benefit Base (\$95,000) less your withdrawal (\$1,600).

The SureIncome ROP Death Benefit is reduced to \$93,400, which is your prior SureIncome ROP Death Benefit (\$95,000) less your withdrawal (\$1,600).

The Benefit Payment is unchanged and remains \$3,800.

The Benefit Payment Remaining is reduced to \$0, which is your Benefit Payment Remaining prior to your withdrawal (\$1,600) less your withdrawal (\$1,600).

Example 8: Assume Example 1 is continued and on the first Contract Anniversary the Contract Value prior to deduction of annual fees is \$160,000.

The SureIncome For Life Option Fee is \$650, which is $0.65\% \times$ the Benefit Base (\$100,000) prior to updating the Benefit Base based on the Contract Value on the Contract Anniversary.

The final Contract Value is \$159,350, which the Contract Value on the Contract Anniversary after deduction of annual fees (assume SureIncome For Life Option Fee is the only annual fee applicable).

The Benefit Base is increased to \$159,350, which is the greater of your current Benefit Base (\$100,000) and the final Contract Value on the Contract Anniversary (\$159,350).

The SureIncome ROP Death Benefit remains \$100,000.

The Benefit Payment is increased to \$6,374, which is the greater of your current Benefit Payment (\$4,000) and 4% of the final Contract Value on the Contract Anniversary (\$159,350).

The Benefit Payment Remaining is updated to \$6,374, which is the Benefit Payment on the Contract Anniversary.

Note: The Benefit Payment remains \$6,374 until you turn age 60 (for the purposes of this example it is assumed the maximum anniversary value on any of the prior Contract Anniversaries has not increased the Benefit Payment). At that point, if no withdrawals have been taken, your Benefit Payment and Benefit Payment Remaining are updated to $5\% \times$ current Benefit Base $(\$7,967.50 = 5\% \times \$159,350)$, assuming your Benefit Base is still \$159,350).

Example 9: Assume Example 8 is continued, no withdrawals or purchase payments are applied during the second Contract Year and on the second Contract Anniversary the Contract Value prior to deduction of annual fees is \$60,000.

The SureIncome For Life Option Fee is \$1,035.78, which is $0.65\% \times$ the Benefit Base (\$159,350) prior to updating for the Benefit Base based on the Contract Value on the Contract Anniversary.

The final Contract Value is \$58,964.22, which the Contract Value on the Contract Anniversary after deduction of annual fees (assume SureIncome For Life Option Fee is the only annual fee applicable).

The Benefit Base is remains \$159,350, which is the greater of your current Benefit Base (\$159,350) and the final Contract Value on the Contract Anniversary (\$58,964.22).

The SureIncome ROP Death Benefit remains \$100,000.

The Benefit Payment is remains \$6,374, which is the greater of your current Benefit Payment \$6,374 and 4% X the final Contract Value on the Contract Anniversary (\$58,964.22).

The Benefit Payment Remaining is updated to \$6,374, which is the Benefit Payment on the Contract Anniversary.

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APPENDIX K - ACCUMULATION UNIT VALUES

Appendix K presents the Accumulation Unit Values and number of Accumulation Units outstanding for each Variable Sub-Account since the Variable Sub-Accounts were first offered under the Contracts. This Appendix includes Accumulation Unit Values representing the highest and lowest available combinations of Contract charges that affect Accumulation Unit Values for each Contract. The Statement of Additional Information, which is available upon request without charge, contains the Accumulation Unit Values for all other available combinations of Contract charges that affect Accumulation Unit Values for each Contract. Please contact us at 1-800-457-7617 to obtain a copy of the Statement of Additional Information.

In addition, no Accumulation Unit Values are shown for Contracts with administrative expense charges of 0.30% which applies to Contracts purchased on or after January 1, 2005, and prior to October 17, 2005; effective October 17, 2005, and thereafter, the administrative expense charge applied to such Contracts is 0.19%.

The Allstate Variable Annuity Contracts, the Allstate Variable Annuity-L Share Contracts and all available Benefit Options were first offered on May 1, 2003. All of the Variable Sub-Accounts shown below were first offered under the Contracts on May 1, 2003 except for the Invesco V.I. Mid Cap Core Equity Fund--Series II Sub-Account, FTVIP Franklin High Income Securities--Class 2 Sub-Account, FTVIP Franklin Income Securities--Class 2 Sub-Account, FTVIP Mutual Shares Securities--Class 2 Sub-Account, and FTVIP Templeton Foreign Securities--Class 2 Sub-Account, which were first offered under the Contracts on May 1, 2004, and the AllianceBernstein VPS International Value--Class B Sub-Account, the AllianceBernstein VPS Utility Income--Class B Sub-Account, the AllianceBernstein VPS Value--Class B Sub-Account, the Fidelity VIP Contrafund--Service Class 2 Sub-Account, the Fidelity VIP Growth & Income--Service Class 2 Sub-Account, the Fidelity VIP High Income - Service Class 2 Sub-Account, the Fidelity VIP Mid Cap - Service Class 2 Sub-Account, the FTVIP Franklin Flex Cap Growth Securities--Class 2 Sub-Account, the FTVIP Mutual Global Discovery Securities Fund--Class 2 Sub-Account, the Goldman Sachs VIT Structured Small Cap Equity Sub-Account, the Goldman Sachs VIT Structured U.S. Equity Sub-Account, the Goldman Sachs VIT Large Cap Value Fund Sub-Account, the Goldman Sachs VIT Mid Cap Value Sub-Account and the Putnam VT New Value--Class IB Sub-Account which were first offered under the Contracts on April 30, 2005, and the Invesco V.I. Core Equity--Series II Sub-Account, the Fidelity VIP Money Market--Service Class 2 Sub-Account, the PIMCO VIT CommodityRealReturn Strategy--Advisor Shares Sub-Account, PIMCO VIT Emerging Markets Bond--Advisor Shares Sub-Account, PIMCO VIT Real Return - Advisor Shares Sub-Account, PIMCO VIT Total Return--Advisor Shares Sub-Account and the Invesco Van Kampen V.I. International Growth Equity Fund--Series II Sub-Account which were first offered under the Contracts on May 1, 2006 and the Putnam VT Equity Income Fund - Class IB Sub-Account which was first offered under the Contracts on February 13, 2009.

SUB-ACCOUNT NAME AS OF DECEMBER 31,

2011 (AS APPEARS IN THE FOLLOWING TABLES OF ACCUMULATION UNIT VALUES) SUB-ACCOUNT NAME ON/ABOUT MAY 1, 2012

Invesco V.I. Dividend Growth - Series II	Invesco V.I. Diversified Dividend - Series II
Invesco V.I. Basic Value - Series II	Invesco Van Kampen V.I. Value Opportunities - Series II
Invesco Van Kampen V.I. Capital Growth - Series II	Invesco Van Kampen V.I. American Franchise - Series II
Invesco Van Kampen V.I. Global Value Equity Fund - Series II	Invesco V.I. Global Core Equity Fund - Series II
Invesco Van Kampen V.I. Mid Cap Value Portfolio - Series II	Invesco Van Kampen V.I. American Value Fund - Series II

* Effective as of April 30, 2012, the Invesco Van Kampen V.I. American Franchise Fund - Series II (formerly, the Invesco Van Kampen V.I. Capital Growth Fund - Series II) acquired the Invesco V.I. Capital Appreciation Fund

- Series II.

ALLSTATE VARIABLE ANNUITY--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.1

Number of
Accumulation Accumulation Units
For the Year Unit Value Unit Value Outstanding
Ending at Beginning at End at End
December 31 of Period of Period of Period

Sub-Accounts

ALLIANCEBERNSTEIN VPS GROWTH AND INCOME PORTFOLIO--CLASS B

2003	\$10.000	\$12.313	186,043
2004	\$12.313	\$13.518	415,731
2005	\$13.518	\$13.957	444,440
2006	\$13.957	\$16.118	392,648
2007	\$16.118	\$16.682	336,404
2008	\$16.682	\$9.766	303,800
2009	\$9.766	\$11.601	269,512
2010	\$11.601	\$12.917	234,256
2011	\$12.917	\$13.525	156,985

ALLIANCEBERNSTEIN VPS GROWTH PORTFOLIO--CLASS B

2003	\$10.000	\$12.479	84,678
2004	\$12.479	\$14.108	170,808
2005	\$14.108	\$15.547	369,989
2006	\$15.547	\$15.157	387,737
2007	\$15.157	\$16.855	356,669
2008	\$16.855	\$9.550	305,855
2009	\$9.550	\$12.525	289,591
2010	\$12.525	\$14.193	243,621
2011	\$14.193	\$14.146	200,172

ALLIANCEBERNSTEIN VPS INTERNATIONAL VALUE PORTFOLIO--CLASS B

2005	\$10.000	\$11.902	347,354
2006	\$11.902	\$15.875	662,259
2007	\$15.875	\$16.544	645,090
2008	\$16.544	\$7.629	670,721
2009	\$7.629	\$10.118	567,122
2010	\$10.118	\$10.417	530,629
2011	\$10.417	\$8.284	501,353

ALLIANCEBERNSTEIN VPS LARGE CAP GROWTH PORTFOLIO--CLASS B

2003	\$10.000	\$11.511	61,318
2004	\$11.511	\$12.311	104,368
2005	\$12.311	\$13.956	129,269
2006	\$13.956	\$13.688	116,723
2007	\$13.688	\$15.350	109,489
2008	\$15.350	\$9.118	91,770
2009	\$9.118	\$12.341	77,990
2010	\$12.341	\$13.379	53,765
2011	\$13.379	\$12.775	40,933

ALLIANCEBERNSTEIN VPS SMALL/MID CAP VALUE PORTFOLIO--CLASS B

2003	\$10.000	\$13.642	128,236
2004	\$13.642	\$16.034	220,201
2005	\$16.034	\$16.877	394,485
2006	\$16.877	\$19.026	422,123
2007	\$19.026	\$19.066	377,632
2008	\$19.066	\$12.092	342,681
2009	\$12.092	\$17.028	285,949
2010	\$17.028	\$21.278	246,911
2011	\$21.278	\$19.193	187,137



ALLSTATE VARIABLE ANNUITY--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.1

Sub-Accounts	For the Year Ending December 31	Number of Accumulation Units		Units Outstanding at End of Period
		Unit Value at Beginning of Period	Unit Value at End of Period	
ALLIANCEBERNSTEIN VPS UTILITY INCOME PORTFOLIO--CLASS B				
	2005	\$10.000	\$10.978	46,526
	2006	\$10.978	\$13.383	85,825
	2007	\$13.383	\$16.121	86,127
	2008	\$16.121	\$10.064	59,080
	2009	\$10.064	\$10.904	0
ALLIANCEBERNSTEIN VPS VALUE PORTFOLIO--CLASS B				
	2005	\$10.000	\$10.757	58,921
	2006	\$10.757	\$12.852	107,014
	2007	\$12.852	\$12.157	92,965
	2008	\$12.157	\$7.078	73,569
	2009	\$7.078	\$8.456	67,766
	2010	\$8.456	\$9.301	55,429
	2011	\$9.301	\$8.834	48,835
FIDELITY VIP CONTRAFUND(R) PORTFOLIO--SERVICE CLASS 2				
	2005	\$10.000	\$11.917	557,027
	2006	\$11.917	\$13.108	934,340
	2007	\$13.108	\$15.177	953,870
	2008	\$15.177	\$8.586	906,812
	2009	\$8.586	\$11.481	842,828
	2010	\$11.481	\$13.251	782,880
	2011	\$13.251	\$12.716	577,610
FIDELITY VIP GROWTH & INCOME PORTFOLIO--SERVICE CLASS 2				
	2005	\$10.000	\$11.114	148,705
	2006	\$11.114	\$12.382	257,982
	2007	\$12.382	\$13.670	244,669
	2008	\$13.670	\$7.840	250,198
	2009	\$7.840	\$9.830	230,522
	2010	\$9.830	\$11.114	221,910
	2011	\$11.114	\$11.120	191,412
FIDELITY VIP HIGH INCOME PORTFOLIO--SERVICE CLASS 2				
	2005	\$10.000	\$10.498	130,227
	2006	\$10.498	\$11.506	227,510
	2007	\$11.506	\$11.645	234,374
	2008	\$11.645	\$8.605	210,481
	2009	\$8.605	\$12.186	179,059
	2010	\$12.186	\$13.673	158,631
	2011	\$13.673	\$13.999	135,359
FIDELITY VIP MID CAP PORTFOLIO--SERVICE CLASS 2				
	2005	\$10.000	\$12.136	226,223
	2006	\$12.136	\$13.466	356,831
	2007	\$13.466	\$15.330	369,677
	2008	\$15.330	\$9.139	324,260
	2009	\$9.139	\$12.607	321,406
	2010	\$12.607	\$16.000	308,116
	2011	\$16.000	\$14.080	206,809



ALLSTATE VARIABLE ANNUITY--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.1

Sub-Accounts	For the Year Ending December 31	Number of Accumulation Units		Units Outstanding at End of Period
		Unit Value at Beginning of Period	Unit Value at End of Period	
FIDELITY VIP MONEY MARKET PORTFOLIO--SERVICE CLASS 2				
	2006	\$10.000	\$10.235	114,860
	2007	\$10.235	\$10.603	159,940
	2008	\$10.603	\$10.755	520,911
	2009	\$10.755	\$10.667	464,222
	2010	\$10.667	\$10.537	375,839
	2011	\$10.537	\$10.403	315,165
FTVIP FRANKLIN FLEX CAP GROWTH SECURITIES FUND--CLASS 2				
	2005	\$10.000	\$11.178	40,690
	2006	\$11.178	\$11.608	94,418
	2007	\$11.608	\$13.099	92,942
	2008	\$13.099	\$8.364	90,854
	2009	\$8.364	\$10.978	87,018
	2010	\$10.978	\$12.591	86,487
	2011	\$12.591	\$11.832	84,137
FTVIP FRANKLIN HIGH INCOME SECURITIES FUND--CLASS 2				
	2004	\$10.000	\$10.717	126,010
	2005	\$10.717	\$10.930	201,704
	2006	\$10.930	\$11.800	182,881
	2007	\$11.800	\$11.963	173,502
	2008	\$11.963	\$9.048	157,840
	2009	\$9.048	\$12.745	126,761
	2010	\$12.745	\$14.248	120,554
	2011	\$14.248	\$14.706	78,938
FTVIP FRANKLIN INCOME SECURITIES FUND--CLASS 2				
	2004	\$10.000	\$11.263	117,847
	2005	\$11.263	\$11.297	701,458
	2006	\$11.297	\$13.185	908,698
	2007	\$13.185	\$13.503	885,514
	2008	\$13.503	\$9.376	810,005
	2009	\$9.376	\$12.550	729,159
	2010	\$12.550	\$13.958	645,367
	2011	\$13.958	\$14.107	535,353
FTVIP MUTUAL GLOBAL DISCOVERY SECURITIES FUND--CLASS 2				
	2005	\$10.000	\$11.405	76,341
	2006	\$11.405	\$13.854	155,329
	2007	\$13.854	\$15.294	183,230
	2008	\$15.294	\$10.801	172,918
	2009	\$10.801	\$13.148	162,316
	2010	\$13.148	\$14.530	159,207
	2011	\$14.530	\$13.919	143,035

ALLSTATE VARIABLE ANNUITY--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.1

Sub-Accounts	Number of			
	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Units Outstanding at End of Period
FTVIP MUTUAL SHARES SECURITIES FUND--CLASS 2				
	2004	\$10.000	\$10.974	89,975
	2005	\$10.974	\$11.976	415,887
	2006	\$11.976	\$13.995	488,856
	2007	\$13.995	\$14.294	445,687
	2008	\$14.294	\$8.874	404,303
	2009	\$8.874	\$11.041	333,595
	2010	\$11.041	\$12.119	277,117
	2011	\$12.119	\$11.838	237,390
FTVIP TEMPLETON FOREIGN SECURITIES FUND--CLASS 2				
	2004	\$10.000	\$11.543	91,246
	2005	\$11.543	\$12.553	664,497
	2006	\$12.553	\$15.049	828,191
	2007	\$15.049	\$17.150	745,295
	2008	\$17.150	\$10.093	641,464
	2009	\$10.093	\$13.653	575,128
	2010	\$13.653	\$14.610	506,308
	2011	\$14.610	\$12.888	453,275
GOLDMAN SACHS VIT LARGE CAP VALUE FUND				
	2005	\$10.000	\$10.546	109,697
	2006	\$10.546	\$12.766	149,560
	2007	\$12.766	\$12.633	161,324
	2008	\$12.633	\$8.266	137,300
	2009	\$8.266	\$9.654	160,660
	2010	\$9.654	\$10.596	115,320
	2011	\$10.596	\$9.722	106,309
GOLDMAN SACHS VIT MID CAP VALUE FUND				
	2005	\$10.000	\$11.401	203,640
	2006	\$11.401	\$13.074	222,560
	2007	\$13.074	\$13.247	203,257
	2008	\$13.247	\$8.275	163,375
	2009	\$8.275	\$10.876	148,557
	2010	\$10.876	\$13.420	128,149
	2011	\$13.420	\$12.403	111,768
GOLDMAN SACHS VIT STRUCTURED SMALL CAP EQUITY FUND				
	2005	\$10.000	\$11.367	347,710
	2006	\$11.367	\$12.598	450,996
	2007	\$12.598	\$10.356	463,960
	2008	\$10.356	\$6.763	422,890
	2009	\$6.763	\$8.523	384,856
	2010	\$8.523	\$10.948	336,667
	2011	\$10.948	\$10.879	278,687

ALLSTATE VARIABLE ANNUITY--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.1

Sub-Accounts	For the Year Ending December 31	Number of Accumulation Units		Units Outstanding at End of Period
		Unit Value at Beginning of Period	Unit Value at End of Period	

GOLDMAN SACHS VIT STRUCTURED U.S. EQUITY FUND				
	2005	\$10.000	\$11.295	154,801
	2006	\$11.295	\$12.587	252,665
	2007	\$12.587	\$12.132	262,920
	2008	\$12.132	\$7.600	251,425
	2009	\$7.600	\$9.089	221,142
	2010	\$9.089	\$10.124	201,152
	2011	\$10.124	\$10.398	171,843

INVESCO V.I. BASIC VALUE FUND--SERIES II				
	2003	\$10.000	\$12.922	93,006
	2004	\$12.922	\$14.138	197,926
	2005	\$14.138	\$14.713	205,195
	2006	\$14.713	\$16.404	175,011
	2007	\$16.404	\$16.412	160,793
	2008	\$16.412	\$7.791	177,479
	2009	\$7.791	\$11.363	148,519
	2010	\$11.363	\$11.995	127,880
	2011	\$11.995	\$11.439	105,881

INVESCO V.I. CAPITAL APPRECIATION FUND--SERIES II				
	2003	\$10.000	\$12.268	41,151
	2004	\$12.268	\$12.876	74,440
	2005	\$12.876	\$13.801	78,672
	2006	\$13.801	\$14.449	66,299
	2007	\$14.449	\$15.935	62,808
	2008	\$15.935	\$9.024	55,950
	2009	\$9.024	\$10.753	53,464
	2010	\$10.753	\$12.229	46,413
	2011	\$12.229	\$11.092	41,810

INVESCO V.I. CORE EQUITY FUND--SERIES II				
	2006	\$10.000	\$10.804	59,634
	2007	\$10.804	\$11.504	52,025
	2008	\$11.504	\$7.913	49,165
	2009	\$7.913	\$9.996	44,333
	2010	\$9.996	\$10.780	40,181
	2011	\$10.780	\$10.610	39,159

INVESCO V.I. DIVIDEND GROWTH FUND--SERIES II				
	2003	\$10.000	\$12.260	237,797
	2004	\$12.260	\$13.095	556,690
	2005	\$13.095	\$13.619	590,383
	2006	\$13.619	\$14.900	513,182
	2007	\$14.900	\$15.280	433,504
	2008	\$15.280	\$9.584	394,305
	2009	\$9.584	\$11.725	311,712
	2010	\$11.725	\$12.754	273,597
	2011	\$12.754	\$12.582	206,876

ALLSTATE VARIABLE ANNUITY--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.1

Sub-Accounts	Number of			
	For the Year Ending December 31	Unit Value at Beginning of Period	Unit Value at End of Period	Units Outstanding at End of Period
INVESCO V.I. GLOBAL DIVIDEND GROWTH FUND--SERIES II				
2003	\$10.000	\$12.971		150,827
2004	\$12.971	\$14.679		331,007
2005	\$14.679	\$15.385		355,868
2006	\$15.385	\$18.468		304,398
2007	\$18.468	\$19.462		274,405
2008	\$19.462	\$11.317		240,021
2009	\$11.317	\$12.972		199,739
2010	\$12.972	\$14.326		177,987
2011	\$14.326	\$15.462		0
INVESCO V.I. HIGH YIELD SECURITIES FUND--SERIES II				
2003	\$10.000	\$11.331		95,060
2004	\$11.331	\$12.255		191,354
2005	\$12.255	\$12.330		181,345
2006	\$12.330	\$13.268		165,461
2007	\$13.268	\$13.607		142,464
2008	\$13.607	\$10.315		111,487
2009	\$10.315	\$14.690		90,257
2010	\$14.690	\$15.944		74,319
2011	\$15.944	\$15.999		58,774
INVESCO V.I. INCOME BUILDER FUND--SERIES II				
2003	\$10.000	\$11.666		83,633
2004	\$11.666	\$12.750		132,998
2005	\$12.750	\$13.430		130,194
2006	\$13.430	\$15.108		112,840
2007	\$15.108	\$15.339		84,148
2008	\$15.339	\$11.137		66,790
2009	\$11.137	\$13.731		59,867
2010	\$13.731	\$15.199		48,617
2011	\$15.199	\$16.184		0
INVESCO V.I. INTERNATIONAL GROWTH FUND--SERIES II				
2011	\$10.000	\$8.279		200,401
INVESCO V.I. MID CAP CORE EQUITY FUND--SERIES II				
2004	\$10.000	\$10.826		41,968
2005	\$10.826	\$11.463		87,736
2006	\$11.463	\$12.559		75,209
2007	\$12.559	\$13.547		66,771
2008	\$13.547	\$9.537		63,651
2009	\$9.537	\$12.224		58,380
2010	\$12.224	\$13.729		53,132
2011	\$13.729	\$12.671		44,645

ALLSTATE VARIABLE ANNUITY--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.1

Number of
Accumulation Accumulation Units
For the Year Unit Value Unit Value Outstanding
Ending at Beginning at End at End
December 31 of Period of Period of Period

Sub-Accounts

INVESCO V.I. S&P 500 INDEX FUND--SERIES II

2003	\$10.000	\$12.114	380,784
2004	\$12.114	\$13.188	779,233
2005	\$13.188	\$13.596	1,205,985
2006	\$13.596	\$15.462	1,252,976
2007	\$15.462	\$16.026	1,151,976
2008	\$16.026	\$9.923	1,135,623
2009	\$9.923	\$12.348	1,011,779
2010	\$12.348	\$13.967	900,102
2011	\$13.967	\$13.999	620,524

INVESCO VAN KAMPEN V.I. CAPITAL GROWTH FUND--SERIES II

2003	\$10.000	\$11.853	105,623
2004	\$11.853	\$12.493	143,473
2005	\$12.493	\$13.275	181,523
2006	\$13.275	\$13.448	174,613
2007	\$13.448	\$15.483	157,178
2008	\$15.483	\$7.777	145,869
2009	\$7.777	\$12.715	140,339
2010	\$12.715	\$15.007	122,371
2011	\$15.007	\$13.867	98,771

INVESCO VAN KAMPEN V.I. COMSTOCK FUND--SERIES II

2003	\$10.000	\$12.525	611,638
2004	\$12.525	\$14.519	1,368,363
2005	\$14.519	\$14.921	2,024,042
2006	\$14.921	\$17.092	2,064,458
2007	\$17.092	\$16.478	1,899,584
2008	\$16.478	\$10.442	1,630,400
2009	\$10.442	\$13.235	1,426,710
2010	\$13.235	\$15.115	1,220,309
2011	\$15.115	\$14.606	1,021,451

INVESCO VAN KAMPEN V.I. EQUITY AND INCOME FUND--SERIES II

2003	\$10.000	\$11.622	125,143
2004	\$11.622	\$12.793	215,383
2005	\$12.793	\$13.561	424,921
2006	\$13.561	\$15.070	488,356
2007	\$15.070	\$15.374	463,892
2008	\$15.374	\$11.734	366,052
2009	\$11.734	\$14.187	339,381
2010	\$14.187	\$15.689	287,074
2011	\$15.689	\$15.286	283,842

INVESCO VAN KAMPEN V.I. GLOBAL VALUE EQUITY FUND--SERIES II

2011	\$10.000	\$12.554	127,266
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ALLSTATE VARIABLE ANNUITY--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.1

Sub-Accounts	Number of			
	For the Year	Accumulation Unit Value	Accumulation Unit Value	Units
	Ending at December 31	at Beginning of Period	at End of Period	Outstanding at End of Period
INVESCO VAN KAMPEN V.I. GROWTH AND INCOME FUND--SERIES II				
	2003	\$10.000	\$12.423	346,255
	2004	\$12.423	\$13.994	706,160
	2005	\$13.994	\$15.157	998,766
	2006	\$15.157	\$17.352	1,008,188
	2007	\$17.352	\$17.559	900,886
	2008	\$17.559	\$11.750	780,887
	2009	\$11.750	\$14.394	719,108
	2010	\$14.394	\$15.941	593,027
	2011	\$15.941	\$15.380	500,922
INVESCO VAN KAMPEN V.I. INTERNATIONAL GROWTH EQUITY FUND--SERIES II				
	2006	\$10.000	\$10.761	66,650
	2007	\$10.761	\$12.136	72,239
	2008	\$12.136	\$6.166	96,162
	2009	\$6.166	\$8.311	86,149
	2010	\$8.311	\$9.016	84,235
	2011	\$9.016	\$9.828	0
INVESCO VAN KAMPEN V.I. MID CAP GROWTH FUND--SERIES II				
	2003	\$10.000	\$12.864	64,393
	2004	\$12.864	\$14.589	91,273
	2005	\$14.589	\$16.001	90,402
	2006	\$16.001	\$16.573	90,586
	2007	\$16.573	\$19.237	81,088
	2008	\$19.237	\$10.095	75,417
	2009	\$10.095	\$15.583	70,514
	2010	\$15.583	\$19.577	54,925
	2011	\$19.577	\$17.516	48,586
INVESCO VAN KAMPEN V.I. MID CAP VALUE FUND--SERIES II				
	2003	\$10.000	\$13.408	162,337
	2004	\$13.408	\$15.158	366,700
	2005	\$15.158	\$16.781	592,052
	2006	\$16.781	\$19.981	628,145
	2007	\$19.981	\$21.249	569,614
	2008	\$21.249	\$12.287	535,515
	2009	\$12.287	\$16.878	440,565
	2010	\$16.878	\$20.356	359,531
	2011	\$20.356	\$20.260	293,048
MORGAN STANLEY VIS - GLOBAL INFRASTRUCTURE PORTFOLIO--CLASS Y				
	2003	\$10.000	\$11.505	30,741
	2004	\$11.505	\$13.660	45,533
	2005	\$13.660	\$15.420	95,239
	2006	\$15.420	\$18.270	90,617
	2007	\$18.270	\$21.647	86,092
	2008	\$21.647	\$14.221	80,258
	2009	\$14.221	\$16.681	44,277
	2010	\$16.681	\$17.576	41,418
	2011	\$17.576	\$20.095	33,660



ALLSTATE VARIABLE ANNUITY--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.1

Sub-Accounts	For the Year Ending December 31	Number of Accumulation Units		Units Outstanding at End of Period
		Unit Value at Beginning of Period	Unit Value at End of Period	
MORGAN STANLEY VIS AGGRESSIVE EQUITY PORTFOLIO--CLASS Y				
	2003	\$10.000	\$12.234	24,578
	2004	\$12.234	\$13.583	35,573
	2005	\$13.583	\$16.455	37,997
	2006	\$16.455	\$17.484	37,633
	2007	\$17.484	\$20.603	35,654
	2008	\$20.603	\$10.372	34,174
	2009	\$10.372	\$17.308	37,731
	2010	\$17.308	\$21.481	25,726
	2011	\$21.481	\$19.594	20,965
MORGAN STANLEY VIS EUROPEAN EQUITY PORTFOLIO--CLASS Y				
	2003	\$10.000	\$12.690	65,859
	2004	\$12.690	\$14.090	102,460
	2005	\$14.090	\$15.071	94,898
	2006	\$15.071	\$19.322	90,663
	2007	\$19.322	\$21.998	81,637
	2008	\$21.998	\$12.411	71,612
	2009	\$12.411	\$15.609	63,468
	2010	\$15.609	\$16.480	56,422
	2011	\$16.480	\$14.665	50,201
MORGAN STANLEY VIS GLOBAL ADVANTAGE PORTFOLIO--CLASS Y				
	2003	\$10.000	\$12.603	10,209
	2004	\$12.603	\$13.968	19,661
	2005	\$13.968	\$14.677	18,678
	2006	\$14.677	\$17.147	17,635
	2007	\$17.147	\$19.748	13,437
	2008	\$19.748	\$10.924	12,351
	2009	\$10.924	\$10.445	0
MORGAN STANLEY VIS INCOME PLUS PORTFOLIO--CLASS Y				
	2003	\$10.000	\$10.311	285,576
	2004	\$10.311	\$10.694	1,071,611
	2005	\$10.694	\$10.881	2,234,712
	2006	\$10.881	\$11.315	2,686,693
	2007	\$11.315	\$11.808	2,527,529
	2008	\$11.808	\$10.594	1,986,494
	2009	\$10.594	\$12.789	1,790,282
	2010	\$12.789	\$13.761	1,572,045
	2011	\$13.761	\$14.224	1,319,372

ALLSTATE VARIABLE ANNUITY--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.1

Sub-Accounts	For The Year Ending December 31	Number of Accumulation Units		Units Outstanding at End of Period
		Unit Value at Beginning of period	Unit Value at End of Period	
MORGAN STANLEY VIS LIMITED DURATION PORTFOLIO--CLASS Y				
	2003	\$10.000	\$10.018	337,847
	2004	\$10.018	\$10.005	691,339
	2005	\$10.005	\$10.025	1,064,766
	2006	\$10.025	\$10.295	1,070,500
	2007	\$10.295	\$10.446	951,430
	2008	\$10.446	\$8.742	779,527
	2009	\$8.742	\$9.109	716,650
	2010	\$9.109	\$9.191	583,997
	2011	\$9.191	\$9.295	445,327
MORGAN STANLEY VIS MONEY MARKET PORTFOLIO--CLASS Y				
	2003	\$10.000	\$9.936	184,536
	2004	\$9.936	\$9.868	812,228
	2005	\$9.868	\$9.988	1,150,064
	2006	\$9.988	\$10.289	1,226,200
	2007	\$10.289	\$10.629	1,227,382
	2008	\$10.629	\$10.723	1,158,126
	2009	\$10.723	\$10.586	1,026,288
	2010	\$10.586	\$10.450	858,610
	2011	\$10.450	\$10.317	675,122
MORGAN STANLEY VIS MULTI CAP GROWTH PORTFOLIO--CLASS Y FORMERLY, MORGAN STANLEY VIS CAPITAL OPPORTUNITIES PORTFOLIO--CLASS Y				
	2003	\$10.000	\$11.884	180,194
	2004	\$11.884	\$13.005	463,438
	2005	\$13.005	\$15.136	529,631
	2006	\$15.136	\$15.526	475,152
	2007	\$15.526	\$18.273	433,093
	2008	\$18.273	\$9.425	414,460
	2009	\$9.425	\$15.895	310,698
	2010	\$15.895	\$19.993	279,782
	2011	\$19.993	\$18.361	250,814
MORGAN STANLEY VIS STRATEGIST PORTFOLIO--CLASS Y				
	2003	\$10.000	\$12.034	156,369
	2004	\$12.034	\$13.080	290,870
	2005	\$13.080	\$13.953	341,132
	2006	\$13.953	\$15.805	321,608
	2007	\$15.805	\$16.907	283,081
	2008	\$16.907	\$12.650	228,394
	2009	\$12.650	\$14.914	237,057
	2010	\$14.914	\$15.678	224,263
	2011	\$15.678	\$14.218	165,645
PIMCO VIT COMMODITYREALRETURN(R) STRATEGY PORTFOLIO--ADVISOR SHARES				
	2006	\$10.000	\$9.517	40,712
	2007	\$9.517	\$11.567	50,173
	2008	\$11.567	\$6.411	51,624
	2009	\$6.411	\$8.961	76,870
	2010	\$8.961	\$10.991	85,668
	2011	\$10.991	\$10.031	121,676



ALLSTATE VARIABLE ANNUITY--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.1

Sub-Accounts	Number of			Units Outstanding at End of Period
	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	
PIMCO VIT EMERGING MARKETS BOND PORTFOLIO--ADVISOR SHARES				
	2006	\$10.000	\$10.732	10,024
	2007	\$10.732	\$11.200	13,492
	2008	\$11.200	\$9.434	13,090
	2009	\$9.434	\$12.149	20,723
	2010	\$12.149	\$13.438	21,287
	2011	\$13.438	\$14.090	18,978
PIMCO VIT REAL RETURN PORTFOLIO--ADVISOR SHARES				
	2006	\$10.000	\$10.146	37,825
	2007	\$10.146	\$11.073	71,055
	2008	\$11.073	\$10.151	126,069
	2009	\$10.151	\$11.851	203,245
	2010	\$11.851	\$12.635	181,438
	2011	\$12.635	\$13.914	152,768
PIMCO VIT TOTAL RETURN PORTFOLIO--ADVISOR SHARES				
	2006	\$10.000	\$10.329	311,062
	2007	\$10.329	\$11.077	456,710
	2008	\$11.077	\$11.450	458,173
	2009	\$11.450	\$12.880	652,330
	2010	\$12.880	\$13.732	598,564
	2011	\$13.732	\$14.031	540,321
PUTNAM VT EQUITY INCOME FUND--CLASS IB				
	2009	\$10.000	\$8.191	321,699
	2010	\$8.191	\$9.104	293,986
	2011	\$9.104	\$9.160	267,769
PUTNAM VT GEORGE PUTNAM BALANCED FUND--CLASS IB				
	2003	\$10.000	\$11.342	59,242
	2004	\$11.342	\$12.114	89,594
	2005	\$12.114	\$12.437	105,484
	2006	\$12.437	\$13.740	97,467
	2007	\$13.740	\$13.692	92,913
	2008	\$13.692	\$8.011	71,820
	2009	\$8.011	\$9.934	65,216
	2010	\$9.934	\$10.868	58,715
	2011	\$10.868	\$11.025	56,562
PUTNAM VT GROWTH AND INCOME FUND--CLASS IB				
	2003	\$10.000	\$12.318	8,159
	2004	\$12.318	\$13.510	83,914
	2005	\$13.510	\$14.034	93,677
	2006	\$14.034	\$16.057	80,043
	2007	\$16.057	\$14.892	74,546
	2008	\$14.892	\$9.011	72,093
	2009	\$9.011	\$11.547	54,941
	2010	\$11.547	\$13.037	42,887
	2011	\$13.037	\$12.272	32,445



ALLSTATE VARIABLE ANNUITY--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.1

Sub-Accounts	Number of			Units Outstanding at End of Period
	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	
PUTNAM VT INTERNATIONAL EQUITY FUND--CLASS IB				
	2003	\$10.000	\$12.688	71,672
	2004	\$12.688	\$14.553	165,086
	2005	\$14.553	\$16.118	239,237
	2006	\$16.118	\$20.321	238,989
	2007	\$20.321	\$21.736	222,845
	2008	\$21.736	\$12.025	193,760
	2009	\$12.025	\$14.794	172,893
	2010	\$14.794	\$16.068	135,957
	2011	\$16.068	\$13.175	103,342
PUTNAM VT INVESTORS FUND--CLASS IB				
	2003	\$10.000	\$12.184	8,159
	2004	\$12.184	\$13.547	5,886
	2005	\$13.547	\$14.550	4,547
	2006	\$14.550	\$16.364	3,355
	2007	\$16.364	\$15.317	3,106
	2008	\$15.317	\$9.140	2,276
	2009	\$9.140	\$11.803	2,256
	2010	\$11.803	\$13.273	2,240
	2011	\$13.273	\$13.108	2,481
PUTNAM VT NEW VALUE FUND--CLASS IB				
	2005	\$10.000	\$10.948	254,363
	2006	\$10.948	\$12.538	372,360
	2007	\$12.538	\$11.770	355,677
	2008	\$11.770	\$6.418	365,722
	2009	\$6.418	\$6.045	0
PUTNAM VT VOYAGER FUND--CLASS IB				
	2003	\$10.000	\$11.752	63,955
	2004	\$11.752	\$12.184	135,230
	2005	\$12.184	\$12.712	164,024
	2006	\$12.712	\$13.230	169,816
	2007	\$13.230	\$13.780	155,642
	2008	\$13.780	\$8.565	145,665
	2009	\$8.565	\$13.856	135,902
	2010	\$13.856	\$16.522	110,339
	2011	\$16.522	\$13.398	82,424
UIF EMERGING MARKETS DEBT PORTFOLIO, CLASS II				
	2003	\$10.000	\$11.319	32,114
	2004	\$11.319	\$12.299	141,903
	2005	\$12.299	\$13.614	159,451
	2006	\$13.614	\$14.891	158,346
	2007	\$14.891	\$15.638	147,971
	2008	\$15.638	\$13.124	121,506
	2009	\$13.124	\$16.856	109,210
	2010	\$16.856	\$18.259	88,226
	2011	\$18.259	\$19.265	64,103



ALLSTATE VARIABLE ANNUITY--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.1

Sub-Accounts	Number of			
	Accumulation Units For the Year Ending at December 31	Unit Value at Beginning of Period	Unit Value at End of Period	Units Outstanding at End of Period
UIF EMERGING MARKETS EQUITY PORTFOLIO, CLASS II				
2003	\$10.000	\$14.912		35,093
2004	\$14.912	\$18.105		100,831
2005	\$18.105	\$23.907		166,567
2006	\$23.907	\$32.371		223,116
2007	\$32.371	\$44.878		201,793
2008	\$44.878	\$19.162		160,087
2009	\$19.162	\$32.178		142,501
2010	\$32.178	\$37.782		115,955
2011	\$37.782	\$30.494		106,196
UIF GLOBAL FRANCHISE PORTFOLIO, CLASS II				
2003	\$10.000	\$12.251		91,178
2004	\$12.251	\$13.637		311,486
2005	\$13.637	\$15.073		581,451
2006	\$15.073	\$18.080		726,809
2007	\$18.080	\$19.591		683,552
2008	\$19.591	\$13.741		578,764
2009	\$13.741	\$17.574		497,576
2010	\$17.574	\$19.784		418,112
2011	\$19.784	\$21.297		369,041
UIF GROWTH PORTFOLIO, CLASS II FORMERLY, UIF CAPITAL GROWTH PORTFOLIO, CLASS II				
2003	\$10.000	\$11.715		121,087
2004	\$11.715	\$12.423		179,761
2005	\$12.423	\$14.161		189,322
2006	\$14.161	\$14.512		176,167
2007	\$14.512	\$17.427		199,929
2008	\$17.427	\$8.713		135,126
2009	\$8.713	\$14.203		117,702
2010	\$14.203	\$17.191		99,028
2011	\$17.191	\$16.453		77,957
UIF MID CAP GROWTH PORTFOLIO, CLASS II				
2003	\$10.000	\$13.116		104,776
2004	\$13.116	\$15.727		190,348
2005	\$15.727	\$18.210		270,496
2006	\$18.210	\$19.618		310,882
2007	\$19.618	\$23.743		294,553
2008	\$23.743	\$12.464		267,442
2009	\$12.464	\$19.361		207,754
2010	\$19.361	\$25.279		163,878
2011	\$25.279	\$23.163		126,912

ALLSTATE VARIABLE ANNUITY--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.1

Sub-Accounts	For the Year Ending December 31	Number of Accumulation Units		Units Outstanding at End of Period
		Unit Value at Beginning of Period	Unit Value at End of Period	
UIF SMALL COMPANY GROWTH PORTFOLIO, CLASS II				
	2003	\$10.000	\$13.621	104,846
	2004	\$13.621	\$15.993	150,004
	2005	\$15.993	\$17.821	165,471
	2006	\$17.821	\$19.674	151,653
	2007	\$19.674	\$19.994	135,433
	2008	\$19.994	\$11.755	122,362
	2009	\$11.755	\$17.016	104,428
	2010	\$17.016	\$21.258	81,572
	2011	\$21.258	\$19.156	68,574
UIF U.S. REAL ESTATE PORTFOLIO, CLASS II				
	2003	\$10.000	\$12.785	95,259
	2004	\$12.785	\$17.172	267,480
	2005	\$17.172	\$19.791	385,379
	2006	\$19.791	\$26.896	379,250
	2007	\$26.896	\$21.962	330,940
	2008	\$21.962	\$13.428	286,772
	2009	\$13.428	\$17.032	246,512
	2010	\$17.032	\$21.776	199,546
	2011	\$21.776	\$22.713	171,972

* The Accumulation Unit Values in this table reflect a mortality and expense risk charge of 1.10% and an administration expense charge of 0.19%.

ALLSTATE VARIABLE ANNUITY--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

WITH THE MAV DEATH BENEFIT OPTION, THE ENHANCED BENEFICIARY PROTECTION OPTION

AND THE EARNINGS PROTECTION DEATH BENEFIT OPTION (AGE 71-79)

MORTALITY & EXPENSE = 2.0

Sub-Accounts	For the Year Ending December 31	Number of Accumulation Units		Units Outstanding at End of Period
		Unit Value at Beginning of Period	Unit Value at End of Period	
ALLIANCEBERNSTEIN VPS GROWTH AND INCOME PORTFOLIO--CLASS B				
	2003	\$10.000	\$12.238	30,085
	2004	\$12.238	\$13.313	30,581
	2005	\$13.313	\$13.621	32,696
	2006	\$13.621	\$15.586	30,707
	2007	\$15.586	\$15.984	24,486
	2008	\$15.984	\$9.271	20,315
	2009	\$9.271	\$10.914	12,376
	2010	\$10.914	\$12.041	11,728
	2011	\$12.041	\$12.493	5,973
ALLIANCEBERNSTEIN VPS GROWTH PORTFOLIO--CLASS B				
	2003	\$10.000	\$12.403	5,243
	2004	\$12.403	\$13.894	6,926
	2005	\$13.894	\$15.172	6,809
	2006	\$15.172	\$14.657	6,796
	2007	\$14.657	\$16.149	6,783
	2008	\$16.149	\$9.067	6,959
	2009	\$9.067	\$11.783	5,803
	2010	\$11.783	\$13.230	4,467
	2011	\$13.230	\$13.067	4,037
ALLIANCEBERNSTEIN VPS INTERNATIONAL VALUE PORTFOLIO--CLASS B				
	2005	\$10.000	\$11.829	3,437
	2006	\$11.829	\$15.635	3,209
	2007	\$15.635	\$16.144	11,918
	2008	\$16.144	\$7.376	15,561
	2009	\$7.376	\$9.694	16,226
	2010	\$9.694	\$9.889	17,324
	2011	\$9.889	\$7.793	20,046
ALLIANCEBERNSTEIN VPS LARGE CAP GROWTH PORTFOLIO--CLASS B				
	2003	\$10.000	\$11.441	5,752
	2004	\$11.441	\$12.124	11,686
	2005	\$12.124	\$13.620	11,685
	2006	\$13.620	\$13.237	11,263
	2007	\$13.237	\$14.708	11,262
	2008	\$14.708	\$8.657	11,026
	2009	\$8.657	\$11.609	11,026
	2010	\$11.609	\$12.472	9,603
	2011	\$12.472	\$11.800	5,377

ALLSTATE VARIABLE ANNUITY--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

WITH THE MAV DEATH BENEFIT OPTION, THE ENHANCED BENEFICIARY PROTECTION OPTION

AND THE EARNINGS PROTECTION DEATH BENEFIT OPTION (AGE 71-79)

MORTALITY & EXPENSE = 2.0

Sub-Accounts	For the Year Ending December 31	Number of Accumulation Units		Units Outstanding at End of Period
		Unit Value at Beginning of Period	Unit Value at End of Period	
ALLIANCEBERNSTEIN VPS SMALL/MID CAP VALUE PORTFOLIO--CLASS B				
	2003	\$10.000	\$13.558	5,419
	2004	\$13.558	\$15.791	7,226
	2005	\$15.791	\$16.471	7,449
	2006	\$16.471	\$18.399	7,250
	2007	\$18.399	\$18.269	5,854
	2008	\$18.269	\$11.481	4,030
	2009	\$11.481	\$16.019	2,222
	2010	\$16.019	\$19.835	1,769
	2011	\$19.835	\$17.729	908
ALLIANCEBERNSTEIN VPS UTILITY INCOME PORTFOLIO--CLASS B				
	2005	\$10.000	\$10.911	1,315
	2006	\$10.911	\$13.180	293
	2007	\$13.180	\$15.732	273
	2008	\$15.732	\$9.731	1,452
	2009	\$9.731	\$10.473	0
ALLIANCEBERNSTEIN VPS VALUE PORTFOLIO--CLASS B				
	2005	\$10.000	\$10.691	0
	2006	\$10.691	\$12.657	0
	2007	\$12.657	\$11.863	0
	2008	\$11.863	\$6.844	0
	2009	\$6.844	\$8.102	0
	2010	\$8.102	\$8.830	0
	2011	\$8.830	\$8.310	0
FIDELITY VIP CONTRAFUND(R) PORTFOLIO--SERVICE CLASS 2				
	2005	\$10.000	\$11.844	6,441
	2006	\$11.844	\$12.910	6,854
	2007	\$12.910	\$14.810	5,944
	2008	\$14.810	\$8.301	3,333
	2009	\$8.301	\$10.999	8,133
	2010	\$10.999	\$12.580	3,549
	2011	\$12.580	\$11.962	3,089
FIDELITY VIP GROWTH & INCOME PORTFOLIO--SERVICE CLASS 2				
	2005	\$10.000	\$11.046	366
	2006	\$11.046	\$12.194	1,882
	2007	\$12.194	\$13.340	6,674
	2008	\$13.340	\$7.580	7,366
	2009	\$7.580	\$9.417	6,626
	2010	\$9.417	\$10.551	6,679
	2011	\$10.551	\$10.461	6,437

ALLSTATE VARIABLE ANNUITY--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

WITH THE MAV DEATH BENEFIT OPTION, THE ENHANCED BENEFICIARY PROTECTION OPTION

AND THE EARNINGS PROTECTION DEATH BENEFIT OPTION (AGE 71-79)

MORTALITY & EXPENSE = 2.0

Sub-Accounts	For the Year Ending December 31	Number of Accumulation Units		Units Outstanding at End of Period
		Unit Value at Beginning of Period	Unit Value at End of Period	
FIDELITY VIP HIGH INCOME PORTFOLIO--SERVICE CLASS 2				
	2005	\$10.000	\$10.434	3,328
	2006	\$10.434	\$11.331	2,044
	2007	\$11.331	\$11.364	1,883
	2008	\$11.364	\$8.320	764
	2009	\$8.320	\$11.675	459
	2010	\$11.675	\$12.981	449
	2011	\$12.981	\$13.169	427
FIDELITY VIP MID CAP PORTFOLIO--SERVICE CLASS 2				
	2005	\$10.000	\$12.062	290
	2006	\$12.062	\$13.262	269
	2007	\$13.262	\$14.959	251
	2008	\$14.959	\$8.836	1,649
	2009	\$8.836	\$12.078	2,487
	2010	\$12.078	\$15.190	196
	2011	\$15.190	\$13.245	176
FIDELITY VIP MONEY MARKET PORTFOLIO--SERVICE CLASS 2				
	2006	\$10.000	\$10.172	0
	2007	\$10.172	\$10.441	4,439
	2008	\$10.441	\$10.495	8,295
	2009	\$10.495	\$10.314	18,960
	2010	\$10.314	\$10.095	5,453
	2011	\$10.095	\$9.876	5,278
FTVIP FRANKLIN FLEX CAP GROWTH SECURITIES FUND--CLASS 2				
	2005	\$10.000	\$11.110	0
	2006	\$11.110	\$11.432	0
	2007	\$11.432	\$12.782	5,150
	2008	\$12.782	\$8.087	5,196
	2009	\$8.087	\$10.518	5,010
	2010	\$10.518	\$11.953	4,872
	2011	\$11.953	\$11.130	4,980
FTVIP FRANKLIN HIGH INCOME SECURITIES FUND--CLASS 2				
	2004	\$10.000	\$10.652	1,781
	2005	\$10.652	\$10.764	2,337
	2006	\$10.764	\$11.515	2,364
	2007	\$11.515	\$11.568	3,061
	2008	\$11.568	\$8.669	2,025
	2009	\$8.669	\$12.100	1,670
	2010	\$12.100	\$13.404	1,579
	2011	\$13.404	\$13.709	1,505

ALLSTATE VARIABLE ANNUITY--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

WITH THE MAV DEATH BENEFIT OPTION, THE ENHANCED BENEFICIARY PROTECTION OPTION

AND THE EARNINGS PROTECTION DEATH BENEFIT OPTION (AGE 71-79)

MORTALITY & EXPENSE = 2.0

Sub-Accounts	For the Year Ending December 31	Number of Accumulation Units		
		Unit Value at Beginning of Period	Unit Value at End of Period	Units Outstanding at End of Period
FTVIP FRANKLIN INCOME SECURITIES FUND--CLASS 2				
	2004	\$10.000	\$11.194	1,924
	2005	\$11.194	\$11.126	2,412
	2006	\$11.126	\$12.868	2,245
	2007	\$12.868	\$13.057	1,492
	2008	\$13.057	\$8.984	1,577
	2009	\$8.984	\$11.915	3,077
	2010	\$11.915	\$13.131	2,990
	2011	\$13.131	\$13.150	2,778
FTVIP MUTUAL GLOBAL DISCOVERY SECURITIES FUND--CLASS 2				
	2005	\$10.000	\$11.335	3,984
	2006	\$11.335	\$13.644	3,791
	2007	\$13.644	\$14.925	3,586
	2008	\$14.925	\$10.444	3,182
	2009	\$10.444	\$12.597	1,348
	2010	\$12.597	\$13.794	1,262
	2011	\$13.794	\$13.094	1,169
FTVIP MUTUAL SHARES SECURITIES FUND--CLASS 2				
	2004	\$10.000	\$10.907	7,597
	2005	\$10.907	\$11.795	8,427
	2006	\$11.795	\$13.658	8,625
	2007	\$13.658	\$13.822	8,002
	2008	\$13.822	\$8.502	7,984
	2009	\$8.502	\$10.482	2,974
	2010	\$10.482	\$11.401	2,980
	2011	\$11.401	\$11.035	2,826
FTVIP TEMPLETON FOREIGN SECURITIES FUND--CLASS 2				
	2004	\$10.000	\$11.472	0
	2005	\$11.472	\$12.363	1,345
	2006	\$12.363	\$14.686	1,891
	2007	\$14.686	\$16.583	1,366
	2008	\$16.583	\$9.670	2,607
	2009	\$9.670	\$12.962	3,304
	2010	\$12.962	\$13.744	2,228
	2011	\$13.744	\$12.014	2,371
GOLDMAN SACHS VIT LARGE CAP VALUE FUND				
	2005	\$10.000	\$10.481	693
	2006	\$10.481	\$12.573	531
	2007	\$12.573	\$12.327	551
	2008	\$12.327	\$7.992	538
	2009	\$7.992	\$9.249	573
	2010	\$9.249	\$10.060	579
	2011	\$10.060	\$9.146	615

ALLSTATE VARIABLE ANNUITY--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

WITH THE MAV DEATH BENEFIT OPTION, THE ENHANCED BENEFICIARY PROTECTION OPTION

AND THE EARNINGS PROTECTION DEATH BENEFIT OPTION (AGE 71-79)

MORTALITY & EXPENSE = 2.0

Sub-Accounts	For the Year Ending December 31	Number of Accumulation Units		
		Unit Value at Beginning of Period	Unit Value at End of Period	Units Outstanding at End of Period
GOLDMAN SACHS VIT MID CAP VALUE FUND				
	2005	\$10.000	\$11.331	0
	2006	\$11.331	\$12.875	0
	2007	\$12.875	\$12.926	0
	2008	\$12.926	\$8.001	0
	2009	\$8.001	\$10.420	0
	2010	\$10.420	\$12.740	0
	2011	\$12.740	\$11.667	0
GOLDMAN SACHS VIT STRUCTURED SMALL CAP EQUITY FUND				
	2005	\$10.000	\$11.298	607
	2006	\$11.298	\$12.407	1,238
	2007	\$12.407	\$10.106	1,346
	2008	\$10.106	\$6.539	2,010
	2009	\$6.539	\$8.166	2,421
	2010	\$8.166	\$10.393	1,185
	2011	\$10.393	\$10.234	1,177
GOLDMAN SACHS VIT STRUCTURED U.S. EQUITY FUND				
	2005	\$10.000	\$11.226	791
	2006	\$11.226	\$12.397	1,419
	2007	\$12.397	\$11.839	6,517
	2008	\$11.839	\$7.349	6,690
	2009	\$7.349	\$8.708	7,054
	2010	\$8.708	\$9.611	7,071
	2011	\$9.611	\$9.781	6,625
INVESCO V.I. BASIC VALUE FUND--SERIES II				
	2003	\$10.000	\$12.843	2,967
	2004	\$12.843	\$13.924	4,311
	2005	\$13.924	\$14.359	3,964
	2006	\$14.359	\$15.863	3,935
	2007	\$15.863	\$15.725	3,632
	2008	\$15.725	\$7.397	1,439
	2009	\$7.397	\$10.689	213
	2010	\$10.689	\$11.181	227
	2011	\$11.181	\$10.565	232
INVESCO V.I. CAPITAL APPRECIATION FUND--SERIES II				
	2003	\$10.000	\$12.193	1,401
	2004	\$12.193	\$12.681	895
	2005	\$12.681	\$13.468	890
	2006	\$13.468	\$13.972	885
	2007	\$13.972	\$15.268	880
	2008	\$15.268	\$8.567	872
	2009	\$8.567	\$10.116	0
	2010	\$10.116	\$11.399	0
	2011	\$11.399	\$10.245	0



ALLSTATE VARIABLE ANNUITY--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

WITH THE MAV DEATH BENEFIT OPTION, THE ENHANCED BENEFICIARY PROTECTION OPTION

AND THE EARNINGS PROTECTION DEATH BENEFIT OPTION (AGE 71-79)

MORTALITY & EXPENSE = 2.0

Sub-Accounts	For the Year Ending December 31	Number of Accumulation Units		Units Outstanding at End of Period
		Unit Value at Beginning of Period	Unit Value at End of Period	
INVESCO V.I. CORE EQUITY FUND--SERIES II				
	2006	\$10.000	\$10.738	8,630
	2007	\$10.738	\$11.329	8,588
	2008	\$11.329	\$7.721	8,530
	2009	\$7.721	\$9.665	8,483
	2010	\$9.665	\$10.328	8,437
	2011	\$10.328	\$10.072	405
INVESCO V.I. DIVIDEND GROWTH FUND--SERIES II				
	2003	\$10.000	\$12.185	20,116
	2004	\$12.185	\$12.897	18,199
	2005	\$12.897	\$13.291	22,604
	2006	\$13.291	\$14.408	20,625
	2007	\$14.408	\$14.641	19,418
	2008	\$14.641	\$9.099	13,916
	2009	\$9.099	\$11.030	8,360
	2010	\$11.030	\$11.889	7,909
	2011	\$11.889	\$11.622	4,437
INVESCO V.I. GLOBAL DIVIDEND GROWTH FUND--SERIES II				
	2003	\$10.000	\$12.892	5,234
	2004	\$12.892	\$14.457	11,314
	2005	\$14.457	\$15.014	12,341
	2006	\$15.014	\$17.859	11,659
	2007	\$17.859	\$18.647	11,536
	2008	\$18.647	\$10.745	11,196
	2009	\$10.745	\$12.203	7,090
	2010	\$12.203	\$13.354	6,673
	2011	\$13.354	\$14.370	0
INVESCO V.I. HIGH YIELD SECURITIES FUND--SERIES II				
	2003	\$10.000	\$11.262	5,624
	2004	\$11.262	\$12.069	5,399
	2005	\$12.069	\$12.033	7,464
	2006	\$12.033	\$12.830	7,040
	2007	\$12.830	\$13.037	6,708
	2008	\$13.037	\$9.794	6,374
	2009	\$9.794	\$13.820	1,346
	2010	\$13.820	\$14.863	1,346
	2011	\$14.863	\$14.779	1,346
INVESCO V.I. INCOME BUILDER FUND--SERIES II				
	2003	\$10.000	\$11.595	388
	2004	\$11.595	\$12.556	388
	2005	\$12.556	\$13.106	6,319
	2006	\$13.106	\$14.610	5,300
	2007	\$14.610	\$14.697	4,876
	2008	\$14.697	\$10.574	4,428
	2009	\$10.574	\$12.917	0
	2010	\$12.917	\$14.168	0
	2011	\$14.168	\$15.042	0



ALLSTATE VARIABLE ANNUITY--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

WITH THE MAV DEATH BENEFIT OPTION, THE ENHANCED BENEFICIARY PROTECTION OPTION

AND THE EARNINGS PROTECTION DEATH BENEFIT OPTION (AGE 71-79)

MORTALITY & EXPENSE = 2.0

Sub-Accounts	For the Year Ending December 31	Number of Accumulation Units		Units Outstanding at End of Period
		Unit Value at Beginning of Period	Unit Value at End of Period	

INVESCO V.I. INTERNATIONAL GROWTH FUND--SERIES II	2011	\$10.000	\$7.860	10,076

INVESCO V.I. MID CAP CORE EQUITY FUND--SERIES II	2004	\$10.000	\$10.760	0
	2005	\$10.760	\$11.290	0
	2006	\$11.290	\$12.256	0
	2007	\$12.256	\$13.099	0
	2008	\$13.099	\$9.137	0
	2009	\$9.137	\$11.605	0
	2010	\$11.605	\$12.915	0
	2011	\$12.915	\$11.811	0

INVESCO V.I. S&P 500 INDEX FUND--SERIES II	2003	\$10.000	\$12.040	15,094
	2004	\$12.040	\$12.988	15,844
	2005	\$12.988	\$13.268	23,949
	2006	\$13.268	\$14.953	22,947
	2007	\$14.953	\$15.355	28,701
	2008	\$15.355	\$9.421	28,554
	2009	\$9.421	\$11.617	26,320
	2010	\$11.617	\$13.020	26,155
	2011	\$13.020	\$12.931	8,009

INVESCO VAN KAMPEN V.I. CAPITAL GROWTH FUND--SERIES II	2003	\$10.000	\$11.781	7,119
	2004	\$11.781	\$12.304	5,330
	2005	\$12.304	\$12.955	4,868
	2006	\$12.955	\$13.004	4,578
	2007	\$13.004	\$14.835	4,090
	2008	\$14.835	\$7.383	2,959
	2009	\$7.383	\$11.962	1,813
	2010	\$11.962	\$13.989	0
	2011	\$13.989	\$12.809	0

INVESCO VAN KAMPEN V.I. COMSTOCK FUND--SERIES II	2003	\$10.000	\$12.449	73,598
	2004	\$12.449	\$14.299	44,257
	2005	\$14.299	\$14.561	49,881
	2006	\$14.561	\$16.529	49,325
	2007	\$16.529	\$15.788	50,066
	2008	\$15.788	\$9.913	38,421
	2009	\$9.913	\$12.451	21,619
	2010	\$12.451	\$14.090	18,655
	2011	\$14.090	\$13.491	9,842

ALLSTATE VARIABLE ANNUITY--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

WITH THE MAV DEATH BENEFIT OPTION, THE ENHANCED BENEFICIARY PROTECTION OPTION

AND THE EARNINGS PROTECTION DEATH BENEFIT OPTION (AGE 71-79)

MORTALITY & EXPENSE = 2.0

Sub-Accounts	For the Year Ending December 31	Number of Accumulation Units		Units Outstanding at End of Period
		Unit Value at Beginning of Period	Unit Value at End of Period	

INVESCO VAN KAMPEN V.I. EQUITY AND INCOME FUND--SERIES II				
	2003	\$10.000	\$11.551	4,382
	2004	\$11.551	\$12.599	8,845
	2005	\$12.599	\$13.234	7,060
	2006	\$13.234	\$14.573	7,902
	2007	\$14.573	\$14.731	5,965
	2008	\$14.731	\$11.140	776
	2009	\$11.140	\$13.347	768
	2010	\$13.347	\$14.625	763
	2011	\$14.625	\$14.120	758

INVESCO VAN KAMPEN V.I. GLOBAL VALUE EQUITY FUND--SERIES II				
	2011	\$10.000	\$11.596	1,673

INVESCO VAN KAMPEN V.I. GROWTH AND INCOME FUND--SERIES II				
	2003	\$10.000	\$12.347	52,658
	2004	\$12.347	\$13.782	27,103
	2005	\$13.782	\$14.792	32,255
	2006	\$14.792	\$16.780	30,931
	2007	\$16.780	\$16.825	29,153
	2008	\$16.825	\$11.155	9,573
	2009	\$11.155	\$13.541	6,001
	2010	\$13.541	\$14.860	5,552
	2011	\$14.860	\$14.206	4,995

INVESCO VAN KAMPEN V.I. INTERNATIONAL GROWTH EQUITY FUND--SERIES II				
	2006	\$10.000	\$10.695	0
	2007	\$10.695	\$11.951	7,868
	2008	\$11.951	\$6.017	9,863
	2009	\$6.017	\$8.036	9,439
	2010	\$8.036	\$8.638	9,658
	2011	\$8.638	\$9.388	0

INVESCO VAN KAMPEN V.I. MID CAP GROWTH FUND - SERIES II				
	2003	\$10.000	\$12.785	428
	2004	\$12.785	\$14.368	1,015
	2005	\$14.368	\$15.616	429
	2006	\$15.616	\$16.027	427
	2007	\$16.027	\$18.433	424
	2008	\$18.433	\$9.585	216
	2009	\$9.585	\$14.660	0
	2010	\$14.660	\$18.250	0
	2011	\$18.250	\$16.180	0

ALLSTATE VARIABLE ANNUITY--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

WITH THE MAV DEATH BENEFIT OPTION, THE ENHANCED BENEFICIARY PROTECTION OPTION

AND THE EARNINGS PROTECTION DEATH BENEFIT OPTION (AGE 71-79)

MORTALITY & EXPENSE = 2.0

Number of
Accumulation Accumulation Units
For the Year Unit Value Unit Value Outstanding
Ending at Beginning at End at End
Sub-Accounts December 31 of Period of Period of Period

INVESCO VAN KAMPEN V.I. MID CAP VALUE FUND--SERIES II

2003	\$10.000	\$13.327	13,892
2004	\$13.327	\$14.928	9,406
2005	\$14.928	\$16.376	10,565
2006	\$16.376	\$19.322	10,421
2007	\$19.322	\$20.360	12,160
2008	\$20.360	\$11.665	11,195
2009	\$11.665	\$15.878	9,150
2010	\$15.878	\$18.975	8,826
2011	\$18.975	\$18.714	5,125

MORGAN STANLEY VIS - GLOBAL INFRASTRUCTURE PORTFOLIO--CLASS Y

2003	\$10.000	\$11.435	1,101
2004	\$11.435	\$13.453	1,096
2005	\$13.453	\$15.048	1,052
2006	\$15.048	\$17.668	1,007
2007	\$17.668	\$20.742	962
2008	\$20.742	\$13.501	894
2009	\$13.501	\$15.693	48
2010	\$15.693	\$16.385	0
2011	\$16.385	\$18.562	0

MORGAN STANLEY VIS AGGRESSIVE EQUITY PORTFOLIO--CLASS Y

2003	\$10.000	\$12.159	189
2004	\$12.159	\$13.377	951
2005	\$13.377	\$16.058	951
2006	\$16.058	\$16.908	951
2007	\$16.908	\$19.741	951
2008	\$19.741	\$9.847	951
2009	\$9.847	\$16.283	762
2010	\$16.283	\$20.024	762
2011	\$20.024	\$18.099	762

MORGAN STANLEY VIS EUROPEAN EQUITY PORTFOLIO--CLASS Y

2003	\$10.000	\$12.613	3,061
2004	\$12.613	\$13.877	3,942
2005	\$13.877	\$14.708	3,940
2006	\$14.708	\$18.685	3,935
2007	\$18.685	\$21.078	3,931
2008	\$21.078	\$11.783	3,926
2009	\$11.783	\$14.684	3,494
2010	\$14.684	\$15.362	3,491
2011	\$15.362	\$13.546	3,488

ALLSTATE VARIABLE ANNUITY--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

WITH THE MAV DEATH BENEFIT OPTION, THE ENHANCED BENEFICIARY PROTECTION OPTION

AND THE EARNINGS PROTECTION DEATH BENEFIT OPTION (AGE 71-79)

MORTALITY & EXPENSE = 2.0

Sub-Accounts	For the Year Ending December 31	Number of Accumulation Units		Units Outstanding at End of Period
		Unit Value at Beginning of Period	Unit Value at End of Period	
MORGAN STANLEY VIS GLOBAL ADVANTAGE PORTFOLIO--CLASS Y				
	2003	\$10.000	\$12.526	979
	2004	\$12.526	\$13.757	0
	2005	\$13.757	\$14.323	0
	2006	\$14.323	\$16.581	0
	2007	\$16.581	\$18.922	0
	2008	\$18.922	\$10.371	0
	2009	\$10.371	\$9.888	0
MORGAN STANLEY VIS INCOME PLUS PORTFOLIO--CLASS Y				
	2003	\$10.000	\$10.248	36,354
	2004	\$10.248	\$10.532	31,834
	2005	\$10.532	\$10.619	50,822
	2006	\$10.619	\$10.942	41,532
	2007	\$10.942	\$11.314	42,065
	2008	\$11.314	\$10.058	22,447
	2009	\$10.058	\$12.031	17,766
	2010	\$12.031	\$12.828	15,605
	2011	\$12.828	\$13.139	14,082
MORGAN STANLEY VIS LIMITED DURATION PORTFOLIO--CLASS Y				
	2003	\$10.000	\$9.957	22,303
	2004	\$9.957	\$9.853	25,373
	2005	\$9.853	\$9.783	23,571
	2006	\$9.783	\$9.955	22,489
	2007	\$9.955	\$10.008	21,727
	2008	\$10.008	\$8.300	18,154
	2009	\$8.300	\$8.569	1,103
	2010	\$8.569	\$8.567	1,072
	2011	\$8.567	\$8.586	1,044
MORGAN STANLEY VIS MONEY MARKET PORTFOLIO--CLASS Y				
	2003	\$10.000	\$9.875	45,906
	2004	\$9.875	\$9.719	100,138
	2005	\$9.719	\$9.747	106,824
	2006	\$9.747	\$9.950	102,072
	2007	\$9.950	\$10.185	9,365
	2008	\$10.185	\$10.180	6,937
	2009	\$10.180	\$9.959	20,745
	2010	\$9.959	\$9.742	7,966
	2011	\$9.742	\$9.530	5,569

ALLSTATE VARIABLE ANNUITY--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

WITH THE MAV DEATH BENEFIT OPTION, THE ENHANCED BENEFICIARY PROTECTION OPTION

AND THE EARNINGS PROTECTION DEATH BENEFIT OPTION (AGE 71-79)

MORTALITY & EXPENSE = 2.0

Sub-Accounts	For the Year Ending December 31	Number of Accumulation Units		Units Outstanding at End of Period
		Unit Value at Beginning of Period	Unit Value at End of Period	
MORGAN STANLEY VIS MULTI CAP GROWTH PORTFOLIO--CLASS Y				
FORMERLY, MORGAN STANLEY VIS CAPITAL OPPORTUNITIES PORTFOLIO--CLASS Y				
	2003	\$10.000	\$11.812	22,754
	2004	\$11.812	\$12.808	25,327
	2005	\$12.808	\$14.771	23,766
	2006	\$14.771	\$15.014	22,872
	2007	\$15.014	\$17.509	19,501
	2008	\$17.509	\$8.948	10,965
	2009	\$8.948	\$14.953	10,337
	2010	\$14.953	\$18.637	8,454
	2011	\$18.637	\$16.960	7,847
MORGAN STANLEY VIS STRATEGIST PORTFOLIO--CLASS Y				
	2003	\$10.000	\$11.961	14,926
	2004	\$11.961	\$12.882	15,995
	2005	\$12.882	\$13.617	13,820
	2006	\$13.617	\$15.284	12,721
	2007	\$15.284	\$16.199	11,588
	2008	\$16.199	\$12.010	2,185
	2009	\$12.010	\$14.030	1,977
	2010	\$14.030	\$14.615	1,845
	2011	\$14.615	\$13.133	1,710
PIMCO VIT COMMODITYREALRETURN(R) STRATEGY PORTFOLIO--ADVISOR SHARES				
	2006	\$10.000	\$9.458	0
	2007	\$9.458	\$11.391	796
	2008	\$11.391	\$6.255	1,548
	2009	\$6.255	\$8.664	971
	2010	\$8.664	\$10.530	970
	2011	\$10.530	\$9.523	1,019
PIMCO VIT EMERGING MARKETS BOND PORTFOLIO--ADVISOR SHARES				
	2006	\$10.000	\$10.666	0
	2007	\$10.666	\$11.029	0
	2008	\$11.029	\$9.206	502
	2009	\$9.206	\$11.747	0
	2010	\$11.747	\$12.874	0
	2011	\$12.874	\$13.376	0
PIMCO VIT REAL RETURN PORTFOLIO--ADVISOR SHARES				
	2006	\$10.000	\$10.084	0
	2007	\$10.084	\$10.905	416
	2008	\$10.905	\$9.905	5,427
	2009	\$9.905	\$11.459	4,137
	2010	\$11.459	\$12.105	806
	2011	\$12.105	\$13.210	729

ALLSTATE VARIABLE ANNUITY--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

WITH THE MAV DEATH BENEFIT OPTION, THE ENHANCED BENEFICIARY PROTECTION OPTION

AND THE EARNINGS PROTECTION DEATH BENEFIT OPTION (AGE 71-79)

MORTALITY & EXPENSE = 2.0

Sub-Accounts	Number of			
	For the Year	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Units Outstanding at End of Period

PIMCO VIT TOTAL RETURN PORTFOLIO--ADVISOR SHARES				
	2006	\$10.000	\$10.265	0
	2007	\$10.265	\$10.908	11,176
	2008	\$10.908	\$11.173	14,260
	2009	\$11.173	\$12.453	15,405
	2010	\$12.453	\$13.157	14,701
	2011	\$13.157	\$13.321	14,031

PUTNAM VT EQUITY INCOME FUND--CLASS IB				
	2009	\$10.000	\$7.847	5,922
	2010	\$7.847	\$8.643	5,941
	2011	\$8.643	\$8.617	5,683

PUTNAM VT GEORGE PUTNAM BALANCED FUND--CLASS IB				
	2003	\$10.000	\$11.273	0
	2004	\$11.273	\$11.931	1,133
	2005	\$11.931	\$12.137	0
	2006	\$12.137	\$13.287	0
	2007	\$13.287	\$13.119	0
	2008	\$13.119	\$7.606	0
	2009	\$7.606	\$9.346	0
	2010	\$9.346	\$10.131	0
	2011	\$10.131	\$10.184	0

PUTNAM VT GROWTH AND INCOME FUND--CLASS IB				
	2003	\$10.000	\$12.243	14,285
	2004	\$12.243	\$13.306	12,788
	2005	\$13.306	\$13.695	11,515
	2006	\$13.695	\$15.528	10,443
	2007	\$15.528	\$14.269	5,977
	2008	\$14.269	\$8.555	4,752
	2009	\$8.555	\$10.863	2,431
	2010	\$10.863	\$12.152	2,163
	2011	\$12.152	\$11.335	1,889

PUTNAM VT INTERNATIONAL EQUITY FUND--CLASS IB				
	2003	\$10.000	\$12.611	128
	2004	\$12.611	\$14.333	2,233
	2005	\$14.333	\$15.730	1,975
	2006	\$15.730	\$19.651	1,950
	2007	\$19.651	\$20.827	1,940
	2008	\$20.827	\$11.417	1,959
	2009	\$11.417	\$13.918	1,731
	2010	\$13.918	\$14.978	970
	2011	\$14.978	\$12.169	918

ALLSTATE VARIABLE ANNUITY--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

WITH THE MAV DEATH BENEFIT OPTION, THE ENHANCED BENEFICIARY PROTECTION OPTION

AND THE EARNINGS PROTECTION DEATH BENEFIT OPTION (AGE 71-79)

MORTALITY & EXPENSE = 2.0

Sub-Accounts	For the Year Ending December 31	Number of		Units Outstanding at End of Period
		Unit Value at Beginning of Period	Unit Value at End of Period	
PUTNAM VT INVESTORS FUND--CLASS IB				
	2003	\$10.000	\$12.109	0
	2004	\$12.109	\$13.342	0
	2005	\$13.342	\$14.199	0
	2006	\$14.199	\$15.825	0
	2007	\$15.825	\$14.676	0
	2008	\$14.676	\$8.678	0
	2009	\$8.678	\$11.104	0
	2010	\$11.104	\$12.373	0
	2011	\$12.373	\$12.107	0
PUTNAM VT NEW VALUE FUND--CLASS IB				
	2005	\$10.000	\$10.881	1,554
	2006	\$10.881	\$12.348	902
	2007	\$12.348	\$11.485	5,080
	2008	\$11.485	\$6.206	6,006
	2009	\$6.206	\$5.838	0
PUTNAM VT VOYAGER FUND--CLASS IB				
	2003	\$10.000	\$11.680	2,470
	2004	\$11.680	\$11.999	2,601
	2005	\$11.999	\$12.405	2,052
	2006	\$12.405	\$12.794	2,064
	2007	\$12.794	\$13.203	201
	2008	\$13.203	\$8.131	217
	2009	\$8.131	\$13.035	174
	2010	\$13.035	\$15.402	164
	2011	\$15.402	\$12.376	198
UIF EMERGING MARKETS DEBT PORTFOLIO, CLASS II				
	2003	\$10.000	\$11.250	15,238
	2004	\$11.250	\$12.113	793
	2005	\$12.113	\$13.286	676
	2006	\$13.286	\$14.400	593
	2007	\$14.400	\$14.984	508
	2008	\$14.984	\$12.460	409
	2009	\$12.460	\$15.857	0
	2010	\$15.857	\$17.021	0
	2011	\$17.021	\$17.795	0
UIF EMERGING MARKETS EQUITY PORTFOLIO, CLASS II				
	2003	\$10.000	\$14.821	12,008
	2004	\$14.821	\$17.831	578
	2005	\$17.831	\$23.331	1,273
	2006	\$23.331	\$31.304	1,273
	2007	\$31.304	\$43.002	1,297
	2008	\$43.002	\$18.193	833
	2009	\$18.193	\$30.272	830
	2010	\$30.272	\$35.220	729
	2011	\$35.220	\$28.167	757



ALLSTATE VARIABLE ANNUITY--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

WITH THE MAV DEATH BENEFIT OPTION, THE ENHANCED BENEFICIARY PROTECTION OPTION

AND THE EARNINGS PROTECTION DEATH BENEFIT OPTION (AGE 71-79)

MORTALITY & EXPENSE = 2.0

Sub-Accounts	For the Year Ending December 31	Number of Accumulation Units		Units Outstanding at End of Period
		Unit Value at Beginning of Period	Unit Value at End of Period	
UIF GLOBAL FRANCHISE PORTFOLIO, CLASS II				
	2003	\$10.000	\$12.176	1,170
	2004	\$12.176	\$13.430	4,254
	2005	\$13.430	\$14.710	12,144
	2006	\$14.710	\$17.484	12,292
	2007	\$17.484	\$18.771	11,242
	2008	\$18.771	\$13.046	8,277
	2009	\$13.046	\$16.533	6,919
	2010	\$16.533	\$18.443	4,966
	2011	\$18.443	\$19.672	3,004
UIF GROWTH PORTFOLIO, CLASS II FORMERLY, UIF CAPITAL GROWTH PORTFOLIO, CLASS II				
	2003	\$10.000	\$11.643	732
	2004	\$11.643	\$12.234	1,444
	2005	\$12.234	\$13.820	2,590
	2006	\$13.820	\$14.033	2,582
	2007	\$14.033	\$16.697	2,573
	2008	\$16.697	\$8.272	2,559
	2009	\$8.272	\$13.362	1,640
	2010	\$13.362	\$16.025	1,636
	2011	\$16.025	\$15.198	1,130
UIF MID CAP GROWTH PORTFOLIO, CLASS II				
	2003	\$10.000	\$13.036	6,524
	2004	\$13.036	\$15.489	7,472
	2005	\$15.489	\$17.772	7,621
	2006	\$17.772	\$18.972	7,340
	2007	\$18.972	\$22.750	9,962
	2008	\$22.750	\$11.833	10,113
	2009	\$11.833	\$18.214	8,474
	2010	\$18.214	\$23.565	7,296
	2011	\$23.565	\$21.396	7,422
UIF SMALL COMPANY GROWTH PORTFOLIO, CLASS II				
	2003	\$10.000	\$13.538	12,094
	2004	\$13.538	\$15.751	7,725
	2005	\$15.751	\$17.392	7,880
	2006	\$17.392	\$19.025	7,706
	2007	\$19.025	\$19.158	7,661
	2008	\$19.158	\$11.161	6,513
	2009	\$11.161	\$16.008	6,542
	2010	\$16.008	\$19.816	6,323
	2011	\$19.816	\$17.694	2,841

ALLSTATE VARIABLE ANNUITY--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

WITH THE MAV DEATH BENEFIT OPTION, THE ENHANCED BENEFICIARY PROTECTION OPTION

AND THE EARNINGS PROTECTION DEATH BENEFIT OPTION (AGE 71-79)

MORTALITY & EXPENSE = 2.0

Sub-Accounts	Number of			Units Outstanding
	Accumulation Unit Value		Accumulation Unit Value	
	For the Year Ending at December 31	at Beginning of Period	at End of Period	

UIF U.S. REAL ESTATE PORTFOLIO, CLASS II				
2003	\$10.000	\$12.707		2,217
2004	\$12.707	\$16.912		7,785
2005	\$16.912	\$19.314		8,404
2006	\$19.314	\$26.009		7,578
2007	\$26.009	\$21.043		7,640
2008	\$21.043	\$12.748		6,485
2009	\$12.748	\$16.022		1,695
2010	\$16.022	\$20.299		1,284
2011	\$20.299	\$20.979		1,252

* The Accumulation Unit Values in this table reflect a mortality and expense risk charge of 2.00% and an administration expense charge of 0.19%.

ALLSTATE VARIABLE ANNUITY-L SHARE CONTRACTS--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.5

Sub-Accounts	Number of			
	For the Year Ending December 31	Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Units Outstanding at End of Period
ALLIANCEBERNSTEIN VPS GROWTH AND INCOME PORTFOLIO--CLASS B				
	2003	\$10.000	\$12.279	54,387
	2004	\$12.279	\$13.427	166,492
	2005	\$13.427	\$13.807	447,898
	2006	\$13.807	\$15.880	413,771
	2007	\$15.880	\$16.369	345,766
	2008	\$16.369	\$9.543	119,126
	2009	\$9.543	\$11.291	103,086
	2010	\$11.291	\$12.521	86,534
	2011	\$12.521	\$13.057	68,395
ALLIANCEBERNSTEIN VPS GROWTH PORTFOLIO--CLASS B				
	2003	\$10.000	\$12.446	28,817
	2004	\$12.446	\$14.013	80,635
	2005	\$14.013	\$15.380	325,340
	2006	\$15.380	\$14.933	424,521
	2007	\$14.933	\$16.538	373,318
	2008	\$16.538	\$9.333	258,510
	2009	\$9.333	\$12.191	182,344
	2010	\$12.191	\$13.758	133,260
	2011	\$13.758	\$13.657	111,522
ALLIANCEBERNSTEIN VPS INTERNATIONAL VALUE PORTFOLIO--CLASS B				
	2005	\$10.000	\$11.870	200,944
	2006	\$11.870	\$15.768	538,385
	2007	\$15.768	\$16.365	527,670
	2008	\$16.365	\$7.516	554,744
	2009	\$7.516	\$9.928	455,435
	2010	\$9.928	\$10.180	390,099
	2011	\$10.180	\$8.062	345,808
ALLIANCEBERNSTEIN VPS LARGE CAP GROWTH PORTFOLIO--CLASS B				
	2003	\$10.000	\$11.480	40,183
	2004	\$11.480	\$12.228	66,960
	2005	\$12.228	\$13.806	64,208
	2006	\$13.806	\$13.486	50,284
	2007	\$13.486	\$15.062	26,777
	2008	\$15.062	\$8.911	22,011
	2009	\$8.911	\$12.011	14,295
	2010	\$12.011	\$12.969	7,561
	2011	\$12.969	\$12.333	7,435

ALLSTATE VARIABLE ANNUITY-L SHARE CONTRACTS--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.5

Number of
Accumulation Accumulation Units
For the Year Unit Value Unit Value Outstanding
Ending at Beginning at End at End
December 31 of Period of Period of Period

Sub-Accounts

ALLIANCEBERNSTEIN VPS SMALL/MID CAP VALUE PORTFOLIO--CLASS B

2003	\$10.000	\$13.605	46,809
2004	\$13.605	\$15.926	101,345
2005	\$15.926	\$16.696	461,511
2006	\$16.696	\$18.746	547,841
2007	\$18.746	\$18.709	492,368
2008	\$18.709	\$11.817	266,076
2009	\$11.817	\$16.573	194,269
2010	\$16.573	\$20.626	143,862
2011	\$20.626	\$18.530	103,942

ALLIANCEBERNSTEIN VPS UTILITY INCOME PORTFOLIO--CLASS B

2005	\$10.000	\$10.948	62,544
2006	\$10.948	\$13.293	104,446
2007	\$13.293	\$15.948	105,948
2008	\$15.948	\$9.915	75,031
2009	\$9.915	\$10.711	0

ALLIANCEBERNSTEIN VPS VALUE PORTFOLIO--CLASS B

2005	\$10.000	\$10.728	24,330
2006	\$10.728	\$12.765	84,687
2007	\$12.765	\$12.025	73,715
2008	\$12.025	\$6.973	71,808
2009	\$6.973	\$8.297	55,919
2010	\$8.297	\$9.089	48,769
2011	\$9.089	\$8.598	33,726

FIDELITY VIP CONTRAFUND(R) PORTFOLIO--SERVICE CLASS 2

2005	\$10.000	\$11.885	588,555
2006	\$11.885	\$13.020	1,179,793
2007	\$13.020	\$15.013	1,070,999
2008	\$15.013	\$8.458	834,097
2009	\$8.458	\$11.265	684,175
2010	\$11.265	\$12.949	489,383
2011	\$12.949	\$12.376	376,737

FIDELITY VIP GROWTH & INCOME PORTFOLIO--SERVICE CLASS 2

2005	\$10.000	\$11.084	109,025
2006	\$11.084	\$12.298	289,123
2007	\$12.298	\$13.523	274,217
2008	\$13.523	\$7.724	254,479
2009	\$7.724	\$9.645	230,339
2010	\$9.645	\$10.861	172,953
2011	\$10.861	\$10.823	119,785

ALLSTATE VARIABLE ANNUITY-L SHARE CONTRACTS--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.5

Sub-Accounts	Number of			
	For the Year Ending December 31	Unit Value at Beginning of Period	Unit Value at End of Period	Units Outstanding at End of Period
FIDELITY VIP HIGH INCOME PORTFOLIO--SERVICE CLASS 2				
2005	\$10.000	\$10.470		105,832
2006	\$10.470	\$11.428		211,031
2007	\$11.428	\$11.520		228,615
2008	\$11.520	\$8.478		148,744
2009	\$8.478	\$11.957		112,768
2010	\$11.957	\$13.362		83,389
2011	\$13.362	\$13.625		73,963
FIDELITY VIP MID CAP PORTFOLIO--SERVICE CLASS 2				
2005	\$10.000	\$12.103		146,107
2006	\$12.103	\$13.375		305,980
2007	\$13.375	\$15.164		279,884
2008	\$15.164	\$9.003		190,988
2009	\$9.003	\$12.370		158,160
2010	\$12.370	\$15.635		119,897
2011	\$15.635	\$13.703		87,649
FIDELITY VIP MONEY MARKET PORTFOLIO--SERVICE CLASS 2				
2006	\$10.000	\$10.207		105,566
2007	\$10.207	\$10.531		233,662
2008	\$10.531	\$10.639		390,322
2009	\$10.639	\$10.509		307,616
2010	\$10.509	\$10.339		239,805
2011	\$10.339	\$10.166		117,660
FTVIP FRANKLIN FLEX CAP GROWTH SECURITIES FUND--CLASS 2				
2005	\$10.000	\$11.148		40,286
2006	\$11.148	\$11.530		133,880
2007	\$11.530	\$12.957		141,437
2008	\$12.957	\$8.240		128,083
2009	\$8.240	\$10.771		112,939
2010	\$10.771	\$12.304		93,989
2011	\$12.304	\$11.516		69,408
FTVIP FRANKLIN HIGH INCOME SECURITIES FUND--CLASS 2				
2004	\$10.000	\$10.688		105,202
2005	\$10.688	\$10.856		171,901
2006	\$10.856	\$11.673		155,403
2007	\$11.673	\$11.786		114,261
2008	\$11.786	\$8.878		73,253
2009	\$8.878	\$12.455		64,034
2010	\$12.455	\$13.868		57,649
2011	\$13.868	\$14.256		48,513

ALLSTATE VARIABLE ANNUITY-L SHARE CONTRACTS--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.5

Sub-Accounts	Number of			Units Outstanding at End of Period
	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	
FTVIP FRANKLIN INCOME SECURITIES FUND--CLASS 2				
	2004	\$10.000	\$11.233	86,915
	2005	\$11.233	\$11.221	769,097
	2006	\$11.221	\$13.044	1,446,601
	2007	\$13.044	\$13.304	1,392,292
	2008	\$13.304	\$9.200	958,297
	2009	\$9.200	\$12.264	762,025
	2010	\$12.264	\$13.585	569,805
	2011	\$13.585	\$13.674	418,754
FTVIP MUTUAL GLOBAL DISCOVERY SECURITIES FUND--CLASS 2				
	2005	\$10.000	\$11.374	64,062
	2006	\$11.374	\$13.760	133,205
	2007	\$13.760	\$15.129	128,508
	2008	\$15.129	\$10.641	84,601
	2009	\$10.641	\$12.901	70,890
	2010	\$12.901	\$14.199	53,473
	2011	\$14.199	\$13.547	37,875
FTVIP MUTUAL SHARES SECURITIES FUND--CLASS 2				
	2004	\$10.000	\$10.944	51,882
	2005	\$10.944	\$11.896	475,155
	2006	\$11.896	\$13.845	564,827
	2007	\$13.845	\$14.083	513,207
	2008	\$14.083	\$8.707	341,061
	2009	\$8.707	\$10.790	277,165
	2010	\$10.790	\$11.795	214,576
	2011	\$11.795	\$11.475	137,727
FTVIP TEMPLETON FOREIGN SECURITIES FUND--CLASS 2				
	2004	\$10.000	\$11.511	36,969
	2005	\$11.511	\$12.468	860,022
	2006	\$12.468	\$14.887	1,019,766
	2007	\$14.887	\$16.896	920,177
	2008	\$16.896	\$9.903	467,082
	2009	\$9.903	\$13.342	349,030
	2010	\$13.342	\$14.220	270,180
	2011	\$14.220	\$12.493	215,424
GOLDMAN SACHS VIT LARGE CAP VALUE FUND				
	2005	\$10.000	\$10.517	76,141
	2006	\$10.517	\$12.680	154,410
	2007	\$12.680	\$12.497	172,441
	2008	\$12.497	\$8.143	125,940
	2009	\$8.143	\$9.472	102,650
	2010	\$9.472	\$10.355	77,343
	2011	\$10.355	\$9.462	64,372

ALLSTATE VARIABLE ANNUITY-L SHARE CONTRACTS--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.5

Sub-Accounts	For the Year Ending December 31	Number of Accumulation Units		Units Outstanding at End of Period
		Unit Value at Beginning of Period	Unit Value at End of Period	
GOLDMAN SACHS VIT MID CAP VALUE FUND				
	2005	\$10.000	\$11.370	121,130
	2006	\$11.370	\$12.985	141,849
	2007	\$12.985	\$13.104	125,334
	2008	\$13.104	\$8.152	93,609
	2009	\$8.152	\$10.672	83,346
	2010	\$10.672	\$13.114	67,253
	2011	\$13.114	\$12.071	60,767
GOLDMAN SACHS VIT STRUCTURED SMALL CAP EQUITY FUND				
	2005	\$10.000	\$11.336	303,063
	2006	\$11.336	\$12.513	551,622
	2007	\$12.513	\$10.244	540,006
	2008	\$10.244	\$6.663	417,070
	2009	\$6.663	\$8.363	330,031
	2010	\$8.363	\$10.698	228,901
	2011	\$10.698	\$10.589	168,315
GOLDMAN SACHS VIT STRUCTURED U.S. EQUITY FUND				
	2005	\$10.000	\$11.265	108,569
	2006	\$11.265	\$12.502	255,308
	2007	\$12.502	\$12.001	267,974
	2008	\$12.001	\$7.488	236,625
	2009	\$7.488	\$8.918	199,427
	2010	\$8.918	\$9.893	158,663
	2011	\$9.893	\$10.120	123,858
INVESCO V.I. BASIC VALUE FUND--SERIES II				
	2003	\$10.000	\$12.887	29,372
	2004	\$12.887	\$14.042	99,790
	2005	\$14.042	\$14.555	111,926
	2006	\$14.555	\$16.162	105,994
	2007	\$16.162	\$16.104	77,794
	2008	\$16.104	\$7.614	77,108
	2009	\$7.614	\$11.059	68,921
	2010	\$11.059	\$11.627	61,971
	2011	\$11.627	\$11.043	50,108
INVESCO V.I. CAPITAL APPRECIATION FUND--SERIES II				
	2003	\$10.000	\$12.234	12,830
	2004	\$12.234	\$12.789	21,060
	2005	\$12.789	\$13.652	20,111
	2006	\$13.652	\$14.235	19,172
	2007	\$14.235	\$15.635	12,902
	2008	\$15.635	\$8.819	9,631
	2009	\$8.819	\$10.466	5,685
	2010	\$10.466	\$11.854	4,182
	2011	\$11.854	\$10.708	3,743

ALLSTATE VARIABLE ANNUITY-L SHARE CONTRACTS--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.5

Sub-Accounts	Number of			
	For the Year Ending December 31	Unit Value at Beginning of Period	Unit Value at End of Period	Units Outstanding at End of Period

INVESCO V.I. CORE EQUITY FUND--SERIES II				
2004	\$10.000	\$10.797		21,750
2005	\$10.797	\$11.386		58,290
2006	\$10.000	\$10.775		21,343
2007	\$10.775	\$11.426		15,644
2008	\$11.426	\$7.827		8,455
2009	\$7.827	\$9.848		13,233
2010	\$9.848	\$10.577		9,478
2011	\$10.577	\$10.368		8,641

INVESCO V.I. DIVIDEND GROWTH FUND--SERIES II				
2003	\$10.000	\$12.227		66,915
2004	\$12.227	\$13.007		240,939
2005	\$13.007	\$13.473		294,781
2006	\$13.473	\$14.680		280,797
2007	\$14.680	\$14.993		171,337
2008	\$14.993	\$9.366		122,838
2009	\$9.366	\$11.412		109,319
2010	\$11.412	\$12.363		92,715
2011	\$12.363	\$12.147		73,078

INVESCO V.I. GLOBAL DIVIDEND GROWTH FUND--SERIES II				
2003	\$10.000	\$12.936		78,822
2004	\$12.936	\$14.580		127,171
2005	\$14.580	\$15.219		144,625
2006	\$15.219	\$18.195		123,985
2007	\$18.195	\$19.096		99,611
2008	\$19.096	\$11.060		73,529
2009	\$11.060	\$12.625		67,838
2010	\$12.625	\$13.887		64,546
2011	\$13.887	\$14.968		0

INVESCO V.I. HIGH YIELD SECURITIES FUND--SERIES II				
2003	\$10.000	\$11.301		65,540
2004	\$11.301	\$12.172		163,222
2005	\$12.172	\$12.197		175,113
2006	\$12.197	\$13.072		142,566
2007	\$13.072	\$13.351		93,648
2008	\$13.351	\$10.081		62,827
2009	\$10.081	\$14.298		47,661
2010	\$14.298	\$15.456		43,081
2011	\$15.456	\$15.446		41,148

ALLSTATE VARIABLE ANNUITY-L SHARE CONTRACTS--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.5

Sub-Accounts	For the Year Ending December 31	Number of Accumulation Units		Units Outstanding at End of Period
		Unit Value at Beginning of Period	Unit Value at End of Period	
INVESTCO V.I. INCOME BUILDER FUND--SERIES II				
	2003	\$10.000	\$11.634	21,733
	2004	\$11.634	\$12.664	47,530
	2005	\$12.664	\$13.285	54,141
	2006	\$13.285	\$14.885	49,117
	2007	\$14.885	\$15.051	36,595
	2008	\$15.051	\$10.884	18,279
	2009	\$10.884	\$13.364	15,511
	2010	\$13.364	\$14.733	14,674
	2011	\$14.733	\$15.667	0
INVESTCO V.I. INTERNATIONAL GROWTH FUND--SERIES II				
	2011	\$10.000	\$8.091	80,492
INVESTCO V.I. MID CAP CORE EQUITY FUND--SERIES II				
	2003	\$10.000	\$11.753	5,582
	2004	\$11.753	\$12.189	15,922
	2005	\$12.189	\$12.626	20,572
	2006	\$11.386	\$12.424	52,964
	2007	\$12.424	\$13.346	45,968
	2008	\$13.346	\$9.357	29,739
	2009	\$9.357	\$11.946	22,776
	2010	\$11.946	\$13.362	19,849
	2011	\$13.362	\$12.282	15,109
INVESTCO V.I. S&P 500 INDEX FUND--SERIES II				
	2003	\$10.000	\$12.081	103,071
	2004	\$12.081	\$13.099	207,780
	2005	\$13.099	\$13.449	360,938
	2006	\$13.449	\$15.234	490,716
	2007	\$15.234	\$15.725	473,195
	2008	\$15.725	\$9.698	399,210
	2009	\$9.698	\$12.018	347,195
	2010	\$12.018	\$13.539	268,847
	2011	\$13.539	\$13.515	216,637
INVESTCO VAN KAMPEN V.I. CAPITAL GROWTH FUND--SERIES II				
	2003	\$10.000	\$11.821	67,081
	2004	\$11.821	\$12.409	101,974
	2005	\$12.409	\$13.132	176,876
	2006	\$13.132	\$13.249	193,340
	2007	\$13.249	\$15.192	158,278
	2008	\$15.192	\$7.600	100,605
	2009	\$7.600	\$12.376	78,391
	2010	\$12.376	\$14.547	60,020
	2011	\$14.547	\$13.388	44,137

ALLSTATE VARIABLE ANNUITY-L SHARE CONTRACTS--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.5

Sub-Accounts	Number of			
	Accumulation Unit Value		Accumulation Units	
	For the Year	Ending at	Beginning at	Ending at
	Ending	December 31	of Period	of Period

INVESCO VAN KAMPEN V.I. COMSTOCK FUND--SERIES II

2003	\$10.000	\$12.491	286,089
2004	\$12.491	\$14.421	699,495
2005	\$14.421	\$14.760	1,601,297
2006	\$14.760	\$16.840	1,655,939
2007	\$16.840	\$16.168	1,404,832
2008	\$16.168	\$10.204	899,592
2009	\$10.204	\$12.881	722,463
2010	\$12.881	\$14.652	585,755
2011	\$14.652	\$14.101	461,656

INVESCO VAN KAMPEN V.I. EQUITY AND INCOME FUND--SERIES II

2003	\$10.000	\$11.590	31,795
2004	\$11.590	\$12.707	121,831
2005	\$12.707	\$13.415	355,800
2006	\$13.415	\$14.847	514,333
2007	\$14.847	\$15.086	413,713
2008	\$15.086	\$11.467	270,176
2009	\$11.467	\$13.808	201,195
2010	\$13.808	\$15.208	151,369
2011	\$15.208	\$14.757	128,724

INVESCO VAN KAMPEN V.I. GLOBAL VALUE EQUITY FUND--SERIES II

2011	\$10.000	\$12.120	53,809
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INVESCO VAN KAMPEN V.I. GROWTH AND INCOME FUND--SERIES II

2003	\$10.000	\$12.390	176,200
2004	\$12.390	\$13.900	319,496
2005	\$13.900	\$14.994	548,723
2006	\$14.994	\$17.096	594,846
2007	\$17.096	\$17.230	512,719
2008	\$17.230	\$11.482	375,128
2009	\$11.482	\$14.010	312,086
2010	\$14.010	\$15.452	248,674
2011	\$15.452	\$14.848	186,366

INVESCO VAN KAMPEN V.I. INTERNATIONAL GROWTH EQUITY FUND--SERIES II

2006	\$10.000	\$10.731	110,844
2007	\$10.731	\$12.054	125,536
2008	\$12.054	\$6.100	137,445
2009	\$6.100	\$8.188	122,981
2010	\$8.188	\$8.846	105,229
2011	\$8.846	\$9.630	0

ALLSTATE VARIABLE ANNUITY-L SHARE CONTRACTS--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.5

Sub-Accounts	For the Year Ending December 31	Number of Accumulation Units		Units Outstanding at End of Period
		Unit Value at Beginning of Period	Unit Value at End of Period	
INVENCO VAN KAMPEN V.I. MID CAP GROWTH FUND--SERIES II				
	2003	\$10.000	\$12.829	14,674
	2004	\$12.829	\$14.490	22,291
	2005	\$14.490	\$15.829	23,151
	2006	\$15.829	\$16.329	22,049
	2007	\$16.329	\$18.876	13,222
	2008	\$18.876	\$9.866	7,991
	2009	\$9.866	\$15.167	4,547
	2010	\$15.167	\$18.977	4,031
	2011	\$18.977	\$16.911	4,027
INVENCO VAN KAMPEN V.I. MID CAP VALUE FUND--SERIES II				
	2003	\$10.000	\$13.372	88,639
	2004	\$13.372	\$15.056	199,551
	2005	\$15.056	\$16.600	428,687
	2006	\$16.600	\$19.686	494,479
	2007	\$19.686	\$20.850	407,795
	2008	\$20.850	\$12.007	304,971
	2009	\$12.007	\$16.427	236,510
	2010	\$16.427	\$19.732	186,104
	2011	\$19.732	\$19.559	141,406
MORGAN STANLEY VIS - GLOBAL INFRASTRUCTURE PORTFOLIO--CLASS Y				
	2003	\$10.000	\$11.474	6,583
	2004	\$11.474	\$13.568	31,117
	2005	\$13.568	\$15.254	42,719
	2006	\$15.254	\$18.000	35,485
	2007	\$18.000	\$21.241	21,779
	2008	\$21.241	\$13.897	14,062
	2009	\$13.897	\$16.235	14,827
	2010	\$16.235	\$17.038	16,061
	2011	\$17.038	\$19.400	6,526
MORGAN STANLEY VIS AGGRESSIVE EQUITY PORTFOLIO--CLASS Y				
	2003	\$10.000	\$12.201	6,634
	2004	\$12.201	\$13.491	10,689
	2005	\$13.491	\$16.278	21,194
	2006	\$16.278	\$17.226	26,698
	2007	\$17.226	\$20.216	22,494
	2008	\$20.216	\$10.136	10,781
	2009	\$10.136	\$16.846	11,010
	2010	\$16.846	\$20.823	10,083
	2011	\$20.823	\$18.917	7,377

ALLSTATE VARIABLE ANNUITY-L SHARE CONTRACTS--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.5

Sub-Accounts	Number of			
	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Units Outstanding at End of Period
MORGAN STANLEY VIS EUROPEAN EQUITY PORTFOLIO--CLASS Y				
2003	\$10.000	\$12.656		15,404
2004	\$12.656	\$13.995		35,187
2005	\$13.995	\$14.909		39,213
2006	\$14.909	\$19.037		25,159
2007	\$19.037	\$21.585		17,986
2008	\$21.585	\$12.128		8,493
2009	\$12.128	\$15.192		6,505
2010	\$15.192	\$15.975		6,524
2011	\$15.975	\$14.158		6,082
MORGAN STANLEY VIS GLOBAL ADVANTAGE PORTFOLIO--CLASS Y				
2003	\$10.000	\$12.568		11,186
2004	\$12.568	\$13.874		16,323
2005	\$13.874	\$14.519		16,425
2006	\$14.519	\$16.894		14,916
2007	\$16.894	\$19.377		11,065
2008	\$19.377	\$10.675		8,445
2009	\$10.675	\$10.194		0
MORGAN STANLEY VIS INCOME PLUS PORTFOLIO--CLASS Y				
2003	\$10.000	\$10.283		184,686
2004	\$10.283	\$10.622		643,073
2005	\$10.622	\$10.764		1,462,440
2006	\$10.764	\$11.148		1,916,928
2007	\$11.148	\$11.586		1,666,801
2008	\$11.586	\$10.353		1,135,993
2009	\$10.353	\$12.447		990,914
2010	\$12.447	\$13.339		784,873
2011	\$13.339	\$13.733		610,134
MORGAN STANLEY VIS LIMITED DURATION PORTFOLIO--CLASS Y				
2003	\$10.000	\$9.991		206,331
2004	\$9.991	\$9.937		413,637
2005	\$9.937	\$9.917		657,808
2006	\$9.917	\$10.143		667,110
2007	\$10.143	\$10.249		522,713
2008	\$10.249	\$8.543		396,358
2009	\$8.543	\$8.865		347,249
2010	\$8.865	\$8.909		289,396
2011	\$8.909	\$8.974		222,112
MORGAN STANLEY VIS MONEY MARKET PORTFOLIO--CLASS Y				
2003	\$10.000	\$9.909		108,929
2004	\$9.909	\$9.802		428,989
2005	\$9.802	\$9.881		701,011
2006	\$9.881	\$10.137		795,045
2007	\$10.137	\$10.430		721,750
2008	\$10.430	\$10.479		651,907
2009	\$10.479	\$10.303		399,239
2010	\$10.303	\$10.130		358,976
2011	\$10.130	\$9.960		282,737



ALLSTATE VARIABLE ANNUITY-L SHARE CONTRACTS--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.5

Sub-Accounts	Number of			
	For the Year Ending December 31	Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Units Outstanding at End of Period
MORGAN STANLEY VIS MULTI CAP GROWTH PORTFOLIO--CLASS Y				
FORMERLY, MORGAN STANLEY VIS CAPITAL OPPORTUNITIES PORTFOLIO--CLASS Y				
2003	\$10.000	\$11.852	46,977	
2004	\$11.852	\$12.918	184,114	
2005	\$12.918	\$14.973	279,675	
2006	\$14.973	\$15.297	435,170	
2007	\$15.297	\$17.930	347,503	
2008	\$17.930	\$9.210	282,038	
2009	\$9.210	\$15.470	217,547	
2010	\$15.470	\$19.380	154,281	
2011	\$19.380	\$17.726	107,382	
MORGAN STANLEY VIS STRATEGIST PORTFOLIO--CLASS Y				
2003	\$10.000	\$12.001	70,971	
2004	\$12.001	\$12.992	147,140	
2005	\$12.992	\$13.803	196,467	
2006	\$13.803	\$15.572	247,410	
2007	\$15.572	\$16.589	178,415	
2008	\$16.589	\$12.362	128,309	
2009	\$12.362	\$14.515	104,362	
2010	\$14.515	\$15.197	76,931	
2011	\$15.197	\$13.726	57,644	
PIMCO VIT COMMODITYREALRETURN(R) STRATEGY PORTFOLIO--ADVISOR SHARES				
2006	\$10.000	\$9.491	78,439	
2007	\$9.491	\$11.489	78,415	
2008	\$11.489	\$6.341	86,439	
2009	\$6.341	\$8.829	120,701	
2010	\$8.829	\$10.784	116,277	
2011	\$10.784	\$9.802	116,346	
PIMCO VIT EMERGING MARKETS BOND PORTFOLIO--ADVISOR SHARES				
2006	\$10.000	\$10.703	13,419	
2007	\$10.703	\$11.124	20,429	
2008	\$11.124	\$9.332	24,792	
2009	\$9.332	\$11.969	30,425	
2010	\$11.969	\$13.185	24,441	
2011	\$13.185	\$13.769	20,380	
PIMCO VIT REAL RETURN PORTFOLIO--ADVISOR SHARES				
2006	\$10.000	\$10.118	56,188	
2007	\$10.118	\$10.998	149,722	
2008	\$10.998	\$10.041	138,483	
2009	\$10.041	\$11.675	117,920	
2010	\$11.675	\$12.397	86,005	
2011	\$12.397	\$13.598	62,061	

ALLSTATE VARIABLE ANNUITY-L SHARE CONTRACTS--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.5

Sub-Accounts	Number of			Units Outstanding at End of Period
	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	
PIMCO VIT TOTAL RETURN PORTFOLIO--ADVISOR SHARES				
	2006	\$10.000	\$10.300	333,924
	2007	\$10.300	\$11.002	541,720
	2008	\$11.002	\$11.326	436,998
	2009	\$11.326	\$12.689	517,932
	2010	\$12.689	\$13.474	442,840
	2011	\$13.474	\$13.712	339,838
PUTNAM VT EQUITY INCOME FUND--CLASS IB				
	2009	\$10.000	\$8.037	208,702
	2010	\$8.037	\$8.897	174,188
	2011	\$8.897	\$8.915	138,176
PUTNAM VT GEORGE PUTNAM BALANCED FUND--CLASS IB				
	2003	\$10.000	\$11.311	50,397
	2004	\$11.311	\$12.033	50,051
	2005	\$12.033	\$12.303	295,949
	2006	\$12.303	\$13.538	78,718
	2007	\$13.538	\$13.435	42,032
	2008	\$13.435	\$7.829	30,400
	2009	\$7.829	\$9.669	29,381
	2010	\$9.669	\$10.535	21,966
	2011	\$10.535	\$10.644	15,111
PUTNAM VT GROWTH AND INCOME FUND--CLASS IB				
	2003	\$10.000	\$12.285	28,104
	2004	\$12.285	\$13.419	34,565
	2005	\$13.419	\$13.883	45,145
	2006	\$13.883	\$15.820	30,417
	2007	\$15.820	\$14.612	26,162
	2008	\$14.612	\$8.806	13,522
	2009	\$8.806	\$11.238	13,276
	2010	\$11.238	\$12.637	8,470
	2011	\$12.637	\$11.847	6,475
PUTNAM VT INTERNATIONAL EQUITY FUND--CLASS IB				
	2003	\$10.000	\$12.654	57,292
	2004	\$12.654	\$14.455	104,567
	2005	\$14.455	\$15.945	199,020
	2006	\$15.945	\$20.022	301,515
	2007	\$20.022	\$21.328	267,807
	2008	\$21.328	\$11.752	200,134
	2009	\$11.752	\$14.399	173,859
	2010	\$14.399	\$15.575	129,035
	2011	\$15.575	\$12.719	108,108

ALLSTATE VARIABLE ANNUITY-L SHARE CONTRACTS--PROSPECTUS

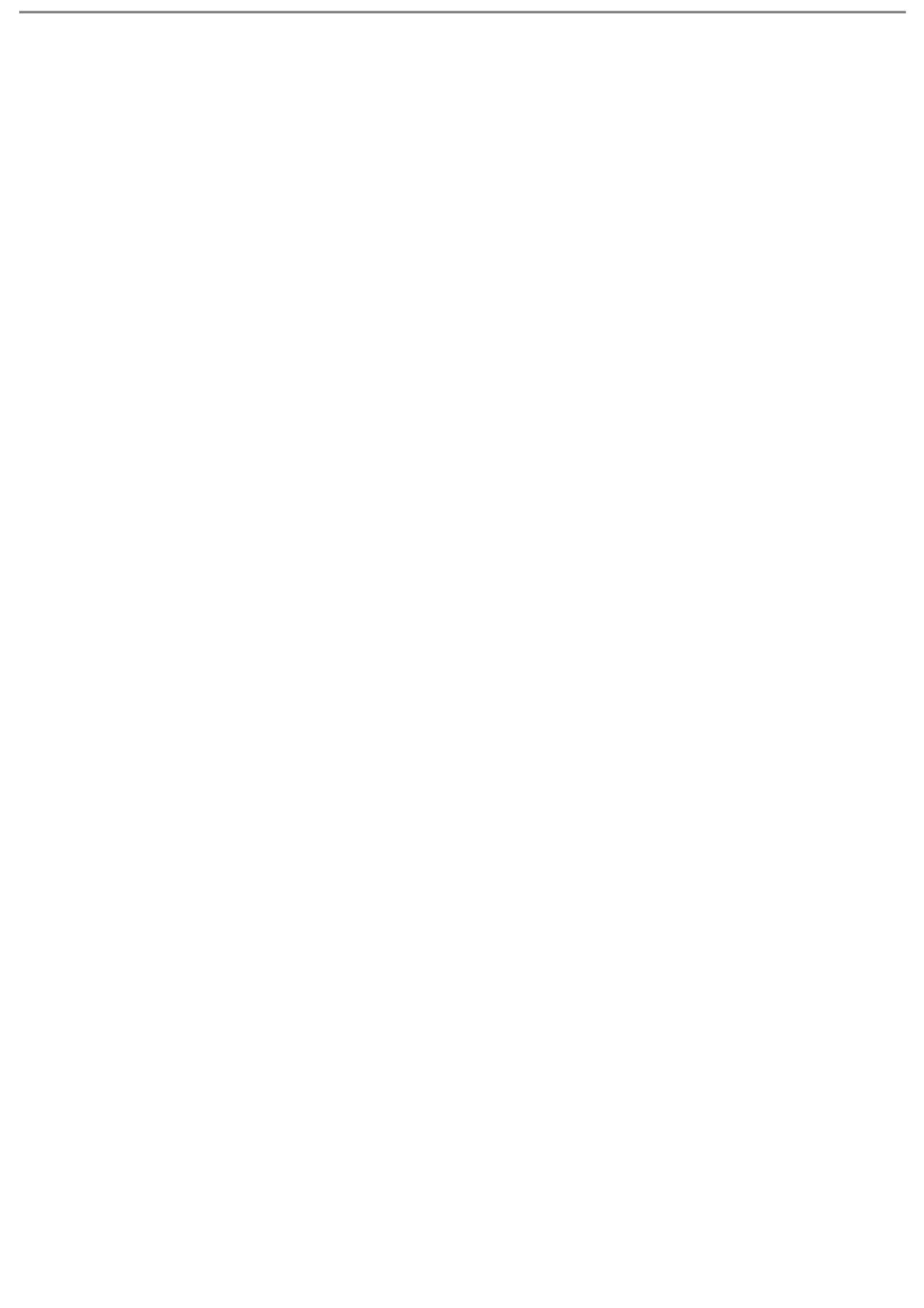
ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.5

Sub-Accounts	Number of			Units Outstanding at End of Period
	For the Year Ending December 31	Unit Value at Beginning of Period	Unit Value at End of Period	
PUTNAM VT INVESTORS FUND--CLASS IB				
2003	\$10.000	\$12.151		1,120
2004	\$12.151	\$13.455		1,114
2005	\$13.455	\$14.394		1,108
2006	\$14.394	\$16.123		192
2007	\$16.123	\$15.030		191
2008	\$15.030	\$8.932		189
2009	\$8.932	\$11.488		187
2010	\$11.488	\$12.866		185
2011	\$12.866	\$12.654		183
PUTNAM VT NEW VALUE FUND--CLASS IB				
2005	\$10.000	\$10.918		162,309
2006	\$10.918	\$12.453		324,998
2007	\$12.453	\$11.643		289,114
2008	\$11.643	\$6.323		250,595
2009	\$6.323	\$5.953		0
PUTNAM VT VOYAGER FUND--CLASS IB				
2003	\$10.000	\$11.720		44,404
2004	\$11.720	\$12.102		93,142
2005	\$12.102	\$12.575		148,490
2006	\$12.575	\$13.035		154,681
2007	\$13.035	\$13.521		111,462
2008	\$13.521	\$8.370		90,140
2009	\$8.370	\$13.486		66,820
2010	\$13.486	\$16.016		50,759
2011	\$16.016	\$12.935		49,709
UIF EMERGING MARKETS DEBT PORTFOLIO, CLASS II				
2003	\$10.000	\$11.288		9,598
2004	\$11.288	\$12.216		69,282
2005	\$12.216	\$13.468		111,007
2006	\$13.468	\$14.671		95,830
2007	\$14.671	\$15.344		62,789
2008	\$15.344	\$12.825		38,419
2009	\$12.825	\$16.405		25,051
2010	\$16.405	\$17.699		17,996
2011	\$17.699	\$18.599		23,559
UIF EMERGING MARKETS EQUITY PORTFOLIO, CLASS II				
2003	\$10.000	\$14.872		15,373
2004	\$14.872	\$17.983		39,200
2005	\$17.983	\$23.650		293,630
2006	\$23.650	\$31.893		369,132
2007	\$31.893	\$44.036		317,054
2008	\$44.036	\$18.726		165,074
2009	\$18.726	\$31.319		122,124
2010	\$31.319	\$36.624		81,377
2011	\$36.624	\$29.439		56,860



ALLSTATE VARIABLE ANNUITY-L SHARE CONTRACTS--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.5

Sub-Accounts	Number of			Units Outstanding at End of Period
	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	
UIF GLOBAL FRANCHISE PORTFOLIO, CLASS II				
	2003	\$10.000	\$12.217	64,033
	2004	\$12.217	\$13.545	234,429
	2005	\$13.545	\$14.911	673,072
	2006	\$14.911	\$17.813	953,357
	2007	\$17.813	\$19.223	887,941
	2008	\$19.223	\$13.429	700,311
	2009	\$13.429	\$17.105	580,432
	2010	\$17.105	\$19.178	264,878
	2011	\$19.178	\$20.561	195,007
UIF GROWTH PORTFOLIO, CLASS II FORMERLY, UIF CAPITAL GROWTH PORTFOLIO, CLASS II				
	2003	\$10.000	\$11.683	51,300
	2004	\$11.683	\$12.339	103,097
	2005	\$12.339	\$14.009	105,569
	2006	\$14.009	\$14.298	73,771
	2007	\$14.298	\$17.100	40,684
	2008	\$17.100	\$8.515	31,807
	2009	\$8.515	\$13.824	29,106
	2010	\$13.824	\$16.664	19,742
	2011	\$16.664	\$15.884	19,173
UIF MID CAP GROWTH PORTFOLIO, CLASS II				
	2003	\$10.000	\$13.080	56,943
	2004	\$13.080	\$15.621	107,152
	2005	\$15.621	\$18.015	468,020
	2006	\$18.015	\$19.329	587,636
	2007	\$19.329	\$23.297	505,179
	2008	\$23.297	\$12.180	275,791
	2009	\$12.180	\$18.844	202,880
	2010	\$18.844	\$24.504	148,110
	2011	\$24.504	\$22.362	103,090
UIF SMALL COMPANY GROWTH PORTFOLIO, CLASS II				
	2003	\$10.000	\$13.584	66,608
	2004	\$13.584	\$15.885	104,445
	2005	\$15.885	\$17.630	105,122
	2006	\$17.630	\$19.384	84,445
	2007	\$19.384	\$19.619	39,071
	2008	\$19.619	\$11.488	30,629
	2009	\$11.488	\$16.562	22,825
	2010	\$16.562	\$20.606	19,551
	2011	\$20.606	\$18.493	15,235

ALLSTATE VARIABLE ANNUITY-L SHARE CONTRACTS--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

BASIC CONTRACT

MORTALITY & EXPENSE = 1.5

Sub-Accounts	Number of		
	Accumulation	Accumulation	Units
	For the Year	Unit Value	Unit Value
Ending	at Beginning	at End	Outstanding
	December 31	of Period	of Period

UIF U.S. REAL ESTATE PORTFOLIO, CLASS II			
2003	\$10.000	\$12.750	61,183
2004	\$12.750	\$17.057	172,705
2005	\$17.057	\$19.578	246,519
2006	\$19.578	\$26.499	221,922
2007	\$26.499	\$21.549	176,152
2008	\$21.549	\$13.122	143,148
2009	\$13.122	\$16.576	108,273
2010	\$16.576	\$21.108	83,837
2011	\$21.108	\$21.928	62,484

* The Accumulation Unit Values in this table reflect a mortality and expense risk charge of 1.50% and an administration expense charge of 0.19%.

ALLSTATE VARIABLE ANNUITY-L SHARE CONTRACTS--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

WITH THE MAV DEATH BENEFIT OPTION, THE ENHANCED BENEFICIARY PROTECTION (ANNUAL

INCREASE) OPTION AND

THE EARNINGS PROTECTION DEATH BENEFIT OPTION (AGE 71-79)

MORTALITY & EXPENSE = 2.4

Sub-Accounts	For the Year Ending December 31	Number of Accumulation Units		Units Outstanding at End of Period
		Unit Value at Beginning of Period	Unit Value at End of Period	
ALLIANCEBERNSTEIN VPS GROWTH AND INCOME PORTFOLIO--CLASS B				
	2003	\$10.000	\$12.204	7,429
	2004	\$12.204	\$13.222	13,342
	2005	\$13.222	\$13.473	17,762
	2006	\$13.473	\$15.354	14,584
	2007	\$15.354	\$15.681	14,359
	2008	\$15.681	\$9.058	9,079
	2009	\$9.058	\$10.619	8,892
	2010	\$10.619	\$11.669	7,903
	2011	\$11.669	\$12.057	7,902
ALLIANCEBERNSTEIN VPS GROWTH PORTFOLIO--CLASS B				
	2003	\$10.000	\$12.369	5,816
	2004	\$12.369	\$13.800	16,835
	2005	\$13.800	\$15.008	10,239
	2006	\$15.008	\$14.439	13,771
	2007	\$14.439	\$15.843	9,151
	2008	\$15.843	\$8.858	7,354
	2009	\$8.858	\$11.465	7,307
	2010	\$11.465	\$12.821	7,206
	2011	\$12.821	\$12.611	7,079
ALLIANCEBERNSTEIN VPS INTERNATIONAL VALUE PORTFOLIO--CLASS B				
	2005	\$10.000	\$11.797	9,446
	2006	\$11.797	\$15.528	15,798
	2007	\$15.528	\$15.968	19,309
	2008	\$15.968	\$7.266	9,170
	2009	\$7.266	\$9.510	4,424
	2010	\$9.510	\$9.662	4,460
	2011	\$9.662	\$7.582	4,564
ALLIANCEBERNSTEIN VPS LARGE CAP GROWTH PORTFOLIO--CLASS B				
	2003	\$10.000	\$11.410	3,318
	2004	\$11.410	\$12.042	4,534
	2005	\$12.042	\$13.472	6,063
	2006	\$13.472	\$13.040	6,062
	2007	\$13.040	\$14.429	5,877
	2008	\$14.429	\$8.458	5,876
	2009	\$8.458	\$11.296	4,936
	2010	\$11.296	\$12.086	4,308
	2011	\$12.086	\$11.388	4,077

ALLSTATE VARIABLE ANNUITY-L SHARE CONTRACTS--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

WITH THE MAV DEATH BENEFIT OPTION, THE ENHANCED BENEFICIARY PROTECTION (ANNUAL

INCREASE) OPTION AND

THE EARNINGS PROTECTION DEATH BENEFIT OPTION (AGE 71-79)

MORTALITY & EXPENSE = 2.4

Sub-Accounts	For the Year Ending December 31	Number of Accumulation Units		Units Outstanding at End of Period
		Unit Value at Beginning of Period	Unit Value at End of Period	
ALLIANCEBERNSTEIN VPS SMALL/MID CAP VALUE PORTFOLIO--CLASS B				
	2003	\$10.000	\$13.521	6,234
	2004	\$13.521	\$15.684	11,695
	2005	\$15.684	\$16.292	12,398
	2006	\$16.292	\$18.125	20,551
	2007	\$18.125	\$17.923	19,903
	2008	\$17.923	\$11.217	11,021
	2009	\$11.217	\$15.587	9,368
	2010	\$15.587	\$19.222	7,286
	2011	\$19.222	\$17.110	6,958
ALLIANCEBERNSTEIN VPS UTILITY INCOME PORTFOLIO--CLASS B				
	2005	\$10.000	\$10.881	0
	2006	\$10.881	\$13.091	4,381
	2007	\$13.091	\$15.560	5,000
	2008	\$15.560	\$9.586	4,780
	2009	\$9.586	\$10.285	0
ALLIANCEBERNSTEIN VPS VALUE PORTFOLIO--CLASS B				
	2005	\$10.000	\$10.662	1,874
	2006	\$10.662	\$12.571	20,333
	2007	\$12.571	\$11.733	3,520
	2008	\$11.733	\$6.741	2,806
	2009	\$6.741	\$7.948	2,613
	2010	\$7.948	\$8.627	2,355
	2011	\$8.627	\$8.086	2,077
FIDELITY VIP CONTRAFUND(R) PORTFOLIO--SERVICE CLASS 2				
	2005	\$10.000	\$11.812	6,639
	2006	\$11.812	\$12.822	18,110
	2007	\$12.822	\$14.649	15,101
	2008	\$14.649	\$8.177	7,743
	2009	\$8.177	\$10.791	7,100
	2010	\$10.791	\$12.291	7,165
	2011	\$12.291	\$11.640	6,530
FIDELITY VIP GROWTH & INCOME PORTFOLIO--SERVICE CLASS 2				
	2005	\$10.000	\$11.016	2,529
	2006	\$11.016	\$12.111	2,146
	2007	\$12.111	\$13.194	2,099
	2008	\$13.194	\$7.467	1,848
	2009	\$7.467	\$9.239	1,636
	2010	\$9.239	\$10.309	1,453
	2011	\$10.309	\$10.179	1,275

ALLSTATE VARIABLE ANNUITY-L SHARE CONTRACTS--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

WITH THE MAV DEATH BENEFIT OPTION, THE ENHANCED BENEFICIARY PROTECTION (ANNUAL

INCREASE) OPTION AND

THE EARNINGS PROTECTION DEATH BENEFIT OPTION (AGE 71-79)

MORTALITY & EXPENSE = 2.4

Sub-Accounts	For the Year Ending December 31	Number of Accumulation Units		Units Outstanding at End of Period
		at Beginning of Period	at End of Period	
FIDELITY VIP HIGH INCOME PORTFOLIO--SERVICE CLASS 2				
	2005	\$10.000	\$10.405	249
	2006	\$10.405	\$11.254	0
	2007	\$11.254	\$11.240	0
	2008	\$11.240	\$8.196	0
	2009	\$8.196	\$11.454	0
	2010	\$11.454	\$12.683	0
	2011	\$12.683	\$12.814	0
FIDELITY VIP MID CAP PORTFOLIO--SERVICE CLASS 2				
	2005	\$10.000	\$12.029	0
	2006	\$12.029	\$13.172	5,260
	2007	\$13.172	\$14.796	7,956
	2008	\$14.796	\$8.704	2,971
	2009	\$8.704	\$11.849	2,770
	2010	\$11.849	\$14.841	2,544
	2011	\$14.841	\$12.888	2,781
FIDELITY VIP MONEY MARKET PORTFOLIO--SERVICE CLASS 2				
	2006	\$10.000	\$10.144	0
	2007	\$10.144	\$10.370	5,931
	2008	\$10.370	\$10.381	5,928
	2009	\$10.381	\$10.160	8,066
	2010	\$10.160	\$9.904	8,058
	2011	\$9.904	\$9.649	8,052
FTVIP FRANKLIN FLEX CAP GROWTH SECURITIES FUND--CLASS 2				
	2005	\$10.000	\$11.079	0
	2006	\$11.079	\$11.354	3,810
	2007	\$11.354	\$12.643	3,613
	2008	\$12.643	\$7.966	3,613
	2009	\$7.966	\$10.318	2,610
	2010	\$10.318	\$11.679	2,610
	2011	\$11.679	\$10.830	2,363
FTVIP FRANKLIN HIGH INCOME SECURITIES FUND--CLASS 2				
	2004	\$10.000	\$10.623	0
	2005	\$10.623	\$10.691	0
	2006	\$10.691	\$11.390	0
	2007	\$11.390	\$11.395	0
	2008	\$11.395	\$8.505	0
	2009	\$8.505	\$11.822	3,600
	2010	\$11.822	\$13.043	4,654
	2011	\$13.043	\$13.285	6,477

ALLSTATE VARIABLE ANNUITY-L SHARE CONTRACTS--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

WITH THE MAV DEATH BENEFIT OPTION, THE ENHANCED BENEFICIARY PROTECTION (ANNUAL

INCREASE) OPTION AND

THE EARNINGS PROTECTION DEATH BENEFIT OPTION (AGE 71-79)

MORTALITY & EXPENSE = 2.4

Sub-Accounts	For the Year Ending December 31	Number of Accumulation Unit Value at Beginning of Period	Number of Accumulation Unit Value at End of Period	Units Outstanding at End of Period
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FTVIP FRANKLIN INCOME SECURITIES FUND--CLASS 2

2004	\$10.000	\$11.164	0
2005	\$11.164	\$11.050	20,756
2006	\$11.050	\$12.728	13,478
2007	\$12.728	\$12.862	10,456
2008	\$12.862	\$8.813	4,438
2009	\$8.813	\$11.641	4,218
2010	\$11.641	\$12.777	7,074
2011	\$12.777	\$12.744	10,002

FTVIP MUTUAL GLOBAL DISCOVERY SECURITIES FUND--CLASS 2

2005	\$10.000	\$11.304	0
2006	\$11.304	\$13.551	0
2007	\$13.551	\$14.762	0
2008	\$14.762	\$10.288	0
2009	\$10.288	\$12.358	0
2010	\$12.358	\$13.478	0
2011	\$13.478	\$12.741	0

FTVIP MUTUAL SHARES SECURITIES FUND--CLASS 2

2004	\$10.000	\$10.877	1,636
2005	\$10.877	\$11.715	7,047
2006	\$11.715	\$13.510	6,203
2007	\$13.510	\$13.616	17,832
2008	\$13.616	\$8.341	9,681
2009	\$8.341	\$10.241	10,310
2010	\$10.241	\$11.093	10,527
2011	\$11.093	\$10.694	5,967

FTVIP TEMPLETON FOREIGN SECURITIES FUND--CLASS 2

2004	\$10.000	\$11.441	410
2005	\$11.441	\$12.279	2,533
2006	\$12.279	\$14.527	2,484
2007	\$14.527	\$16.336	2,216
2008	\$16.336	\$9.487	2,125
2009	\$9.487	\$12.665	1,313
2010	\$12.665	\$13.374	1,321
2011	\$13.374	\$11.643	1,337

GOLDMAN SACHS VIT LARGE CAP VALUE FUND

2005	\$10.000	\$10.453	2,234
2006	\$10.453	\$12.487	2,533
2007	\$12.487	\$12.193	2,505
2008	\$12.193	\$7.873	2,277
2009	\$7.873	\$9.074	2,048
2010	\$9.074	\$9.828	1,809
2011	\$9.828	\$8.899	1,587



ALLSTATE VARIABLE ANNUITY-L SHARE CONTRACTS--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

WITH THE MAV DEATH BENEFIT OPTION, THE ENHANCED BENEFICIARY PROTECTION (ANNUAL

INCREASE) OPTION AND

THE EARNINGS PROTECTION DEATH BENEFIT OPTION (AGE 71-79)

MORTALITY & EXPENSE = 2.4

Sub-Accounts	For the Year Ending December 31	Number of		
		Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Units Outstanding at End of Period
GOLDMAN SACHS VIT MID CAP VALUE FUND				
	2005	\$10.000	\$11.300	1,182
	2006	\$11.300	\$12.788	1,177
	2007	\$12.788	\$12.785	1,172
	2008	\$12.785	\$7.881	1,166
	2009	\$7.881	\$10.222	1,160
	2010	\$10.222	\$12.448	1,155
	2011	\$12.448	\$11.353	1,149
GOLDMAN SACHS VIT STRUCTURED SMALL CAP EQUITY FUND				
	2005	\$10.000	\$11.267	5,369
	2006	\$11.267	\$12.323	215
	2007	\$12.323	\$9.995	391
	2008	\$9.995	\$6.441	160
	2009	\$6.441	\$8.011	156
	2010	\$8.011	\$10.154	136
	2011	\$10.154	\$9.958	131
GOLDMAN SACHS VIT STRUCTURED U.S. EQUITY FUND				
	2005	\$10.000	\$11.195	6,796
	2006	\$11.195	\$12.312	227
	2007	\$12.312	\$11.710	242
	2008	\$11.710	\$7.239	162
	2009	\$7.239	\$8.542	171
	2010	\$8.542	\$9.390	172
	2011	\$9.390	\$9.517	160
INVESCO V.I. BASIC VALUE FUND--SERIES II				
	2003	\$10.000	\$12.808	7,325
	2004	\$12.808	\$13.829	7,540
	2005	\$13.829	\$14.203	7,400
	2006	\$14.203	\$15.627	6,351
	2007	\$15.627	\$15.427	4,004
	2008	\$15.427	\$7.227	2,286
	2009	\$7.227	\$10.401	2,023
	2010	\$10.401	\$10.835	0
	2011	\$10.835	\$10.197	0
INVESCO V.I. CAPITAL APPRECIATION FUND--SERIES II				
	2003	\$10.000	\$12.160	7,325
	2004	\$12.160	\$12.595	3,493
	2005	\$12.595	\$13.322	3,628
	2006	\$13.322	\$13.764	3,264
	2007	\$13.764	\$14.979	3,130
	2008	\$14.979	\$8.371	2,970
	2009	\$8.371	\$9.843	2,783
	2010	\$9.843	\$11.047	740
	2011	\$11.047	\$9.888	740



ALLSTATE VARIABLE ANNUITY-L SHARE CONTRACTS--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

WITH THE MAV DEATH BENEFIT OPTION, THE ENHANCED BENEFICIARY PROTECTION (ANNUAL

INCREASE) OPTION AND

THE EARNINGS PROTECTION DEATH BENEFIT OPTION (AGE 71-79)

MORTALITY & EXPENSE = 2.4

Sub-Accounts	For the Year Ending December 31	Number of Accumulation Units		
		Unit Value at Beginning of Period	Unit Value at End of Period	Outstanding at End of Period
INVESTCO V.I. CORE EQUITY FUND--SERIES II				
	2006	\$10.000	\$10.709	943
	2007	\$10.709	\$11.252	852
	2008	\$11.252	\$7.637	232
	2009	\$7.637	\$9.520	231
	2010	\$9.520	\$10.132	231
	2011	\$10.132	\$9.841	230
INVESTCO V.I. DIVIDEND GROWTH FUND--SERIES II				
	2003	\$10.000	\$12.152	9,726
	2004	\$12.152	\$12.809	13,250
	2005	\$12.809	\$13.147	9,282
	2006	\$13.147	\$14.194	8,259
	2007	\$14.194	\$14.363	8,238
	2008	\$14.363	\$8.890	4,299
	2009	\$8.890	\$10.733	4,299
	2010	\$10.733	\$11.522	3,859
	2011	\$11.522	\$11.217	3,850
INVESTCO V.I. GLOBAL DIVIDEND GROWTH FUND--SERIES II				
	2003	\$10.000	\$12.857	5,126
	2004	\$12.857	\$14.359	15,771
	2005	\$14.359	\$14.851	10,533
	2006	\$14.851	\$17.593	11,598
	2007	\$17.593	\$18.294	11,832
	2008	\$18.294	\$10.498	11,267
	2009	\$10.498	\$11.874	10,238
	2010	\$11.874	\$12.941	8,822
	2011	\$12.941	\$13.907	0
INVESTCO V.I. HIGH YIELD SECURITIES FUND--SERIES II				
	2003	\$10.000	\$11.232	5,462
	2004	\$11.232	\$11.987	8,598
	2005	\$11.987	\$11.902	7,542
	2006	\$11.902	\$12.639	6,543
	2007	\$12.639	\$12.790	6,326
	2008	\$12.790	\$9.569	4,724
	2009	\$9.569	\$13.448	3,327
	2010	\$13.448	\$14.404	2,616
	2011	\$14.404	\$14.263	2,378
INVESTCO V.I. INCOME BUILDER FUND--SERIES II				
	2003	\$10.000	\$11.563	3,527
	2004	\$11.563	\$12.471	4,145
	2005	\$12.471	\$12.964	4,121
	2006	\$12.964	\$14.392	2,203
	2007	\$14.392	\$14.419	2,185
	2008	\$14.419	\$10.331	540
	2009	\$10.331	\$12.569	537
	2010	\$12.569	\$13.730	527
	2011	\$13.730	\$14.557	0

ALLSTATE VARIABLE ANNUITY-L SHARE CONTRACTS--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

WITH THE MAV DEATH BENEFIT OPTION, THE ENHANCED BENEFICIARY PROTECTION (ANNUAL

INCREASE) OPTION AND

THE EARNINGS PROTECTION DEATH BENEFIT OPTION (AGE 71-79)

MORTALITY & EXPENSE = 2.4

Sub-Accounts	Number of			Units Outstanding
	For The Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	

INVESCO V.I. INTERNATIONAL GROWTH FUND--SERIES II				
	2011	\$10.000	\$7.679	1,144

INVESCO V.I. MID CAP CORE EQUITY FUND--SERIES II				
	2004	\$10.000	\$10.730	0
	2005	\$10.730	\$11.213	0
	2006	\$11.213	\$12.123	0
	2007	\$12.123	\$12.904	0
	2008	\$12.904	\$8.964	0
	2009	\$8.964	\$11.339	0
	2010	\$11.339	\$12.567	0
	2011	\$12.567	\$11.446	0

INVESCO V.I. S&P 500 INDEX FUND--SERIES II				
	2003	\$10.000	\$12.007	10,343
	2004	\$12.007	\$12.900	11,431
	2005	\$12.900	\$13.124	15,174
	2006	\$13.124	\$14.730	18,338
	2007	\$14.730	\$15.064	15,588
	2008	\$15.064	\$9.205	12,007
	2009	\$9.205	\$11.303	11,472
	2010	\$11.303	\$12.617	11,274
	2011	\$12.617	\$12.479	10,795

INVESCO VAN KAMPEN V.I. CAPITAL GROWTH FUND--SERIES II				
	2003	\$10.000	\$11.749	9,005
	2004	\$11.749	\$12.220	12,541
	2005	\$12.220	\$12.814	12,307
	2006	\$12.814	\$12.811	10,564
	2007	\$12.811	\$14.554	5,242
	2008	\$14.554	\$7.213	1,120
	2009	\$7.213	\$11.639	1,120
	2010	\$11.639	\$13.556	38
	2011	\$13.556	\$12.362	36

INVESCO VAN KAMPEN V.I. COMSTOCK FUND--SERIES II				
	2003	\$10.000	\$12.415	54,058
	2004	\$12.415	\$14.201	67,986
	2005	\$14.201	\$14.403	63,782
	2006	\$14.403	\$16.282	44,758
	2007	\$16.282	\$15.489	44,340
	2008	\$15.489	\$9.686	37,134
	2009	\$9.686	\$12.115	34,739
	2010	\$12.115	\$13.654	26,921
	2011	\$13.654	\$13.021	22,309

ALLSTATE VARIABLE ANNUITY-L SHARE CONTRACTS--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

WITH THE MAV DEATH BENEFIT OPTION, THE ENHANCED BENEFICIARY PROTECTION (ANNUAL

INCREASE) OPTION AND

THE EARNINGS PROTECTION DEATH BENEFIT OPTION (AGE 71-79)

MORTALITY & EXPENSE = 2.4

Sub-Accounts	For the Year Ending December 31	Number of		
		Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Units Outstanding at End of Period
INVESTCO VAN KAMPEN V.I. EQUITY AND INCOME FUND--SERIES II				
	2003	\$10.000	\$11.519	4,613
	2004	\$11.519	\$12.514	6,479
	2005	\$12.514	\$13.090	4,656
	2006	\$13.090	\$14.356	3,982
	2007	\$14.356	\$14.452	3,982
	2008	\$14.452	\$10.884	3,982
	2009	\$10.884	\$12.987	3,982
	2010	\$12.987	\$14.173	5,681
	2011	\$14.173	\$13.627	8,582
INVESTCO VAN KAMPEN V.I. GLOBAL VALUE EQUITY FUND--SERIES II				
	2011	\$10.000	\$11.191	8,816
INVESTCO VAN KAMPEN V.I. GROWTH AND INCOME FUND--SERIES II				
	2003	\$10.000	\$12.314	10,194
	2004	\$12.314	\$13.689	22,591
	2005	\$13.689	\$14.631	25,043
	2006	\$14.631	\$16.530	23,686
	2007	\$16.530	\$16.506	18,625
	2008	\$16.506	\$10.899	17,211
	2009	\$10.899	\$13.176	15,190
	2010	\$13.176	\$14.400	12,800
	2011	\$14.400	\$13.711	8,326
INVESTCO VAN KAMPEN V.I. INTERNATIONAL GROWTH EQUITY FUND--SERIES II				
	2006	\$10.000	\$10.665	0
	2007	\$10.665	\$11.869	1,317
	2008	\$11.869	\$5.951	1,300
	2009	\$5.951	\$7.915	1,164
	2010	\$7.915	\$8.474	1,154
	2011	\$8.474	\$9.197	0
INVESTCO VAN KAMPEN V.I. MID CAP GROWTH FUND--SERIES II				
	2003	\$10.000	\$12.750	4,072
	2004	\$12.750	\$14.270	4,072
	2005	\$14.270	\$15.446	4,218
	2006	\$15.446	\$15.788	4,206
	2007	\$15.788	\$18.083	4,220
	2008	\$18.083	\$9.364	4,072
	2009	\$9.364	\$14.264	4,072
	2010	\$14.264	\$17.685	4,072
	2011	\$17.685	\$15.615	4,072

ALLSTATE VARIABLE ANNUITY-L SHARE CONTRACTS--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

WITH THE MAV DEATH BENEFIT OPTION, THE ENHANCED BENEFICIARY PROTECTION (ANNUAL

INCREASE) OPTION AND

THE EARNINGS PROTECTION DEATH BENEFIT OPTION (AGE 71-79)

MORTALITY & EXPENSE = 2.4

		Number of		
		Accumulation	Accumulation	Units
	For the Year	Unit Value	Unit Value	Outstanding
	Ending	at Beginning	at End	at End
	December 31	of Period	of Period	of Period

Sub-Accounts

INVESCO VAN KAMPEN V.I. MID CAP VALUE FUND--SERIES II

2003	\$10.000	\$13.290	9,060
2004	\$13.290	\$14.827	15,617
2005	\$14.827	\$16.199	13,461
2006	\$16.199	\$19.035	12,152
2007	\$19.035	\$19.975	11,997
2008	\$19.975	\$11.397	9,148
2009	\$11.397	\$15.450	9,100
2010	\$15.450	\$18.388	8,178
2011	\$18.388	\$18.061	7,619

MORGAN STANLEY VIS - GLOBAL INFRASTRUCTURE PORTFOLIO--CLASS Y

2003	\$10.000	\$11.404	4,063
2004	\$11.404	\$13.362	5,082
2005	\$13.362	\$14.885	2,882
2006	\$14.885	\$17.405	87
2007	\$17.405	\$20.349	87
2008	\$20.349	\$13.192	87
2009	\$13.192	\$15.270	87
2010	\$15.270	\$15.878	86
2011	\$15.878	\$17.914	86

MORGAN STANLEY VIS AGGRESSIVE EQUITY PORTFOLIO--CLASS Y

2003	\$10.000	\$12.126	975
2004	\$12.126	\$13.286	2,497
2005	\$13.286	\$15.884	2,217
2006	\$15.884	\$16.656	2,744
2007	\$16.656	\$19.367	2,507
2008	\$19.367	\$9.621	2,256
2009	\$9.621	\$15.844	2,047
2010	\$15.844	\$19.405	314
2011	\$19.405	\$17.467	314

MORGAN STANLEY VIS EUROPEAN EQUITY PORTFOLIO--CLASS Y

2003	\$10.000	\$12.579	2,328
2004	\$12.579	\$13.782	3,942
2005	\$13.782	\$14.548	3,757
2006	\$14.548	\$18.407	3,535
2007	\$18.407	\$20.679	1,743
2008	\$20.679	\$11.512	1,800
2009	\$11.512	\$14.288	324
2010	\$14.288	\$14.887	0
2011	\$14.887	\$13.073	0

ALLSTATE VARIABLE ANNUITY-L SHARE CONTRACTS--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

WITH THE MAV DEATH BENEFIT OPTION, THE ENHANCED BENEFICIARY PROTECTION (ANNUAL

INCREASE) OPTION AND

THE EARNINGS PROTECTION DEATH BENEFIT OPTION (AGE 71-79)

MORTALITY & EXPENSE = 2.4

Sub-Accounts	Number of			
	For the Year Ending December 31	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Units Outstanding at End of Period

MORGAN STANLEY VIS GLOBAL ADVANTAGE PORTFOLIO--CLASS Y

2003	\$10.000	\$12.492	1,841
2004	\$12.492	\$13.663	1,851
2005	\$13.663	\$14.168	1,841
2006	\$14.168	\$16.334	1,807
2007	\$16.334	\$18.563	1,798
2008	\$18.563	\$10.133	1,782
2009	\$10.133	\$9.648	0

MORGAN STANLEY VIS INCOME PLUS PORTFOLIO--CLASS Y

2003	\$10.000	\$10.220	13,208
2004	\$10.220	\$10.460	30,413
2005	\$10.460	\$10.504	27,233
2006	\$10.504	\$10.779	29,123
2007	\$10.779	\$11.100	28,661
2008	\$11.100	\$9.827	21,062
2009	\$9.827	\$11.707	17,702
2010	\$11.707	\$12.431	14,477
2011	\$12.431	\$12.681	9,962

MORGAN STANLEY VIS LIMITED DURATION PORTFOLIO--CLASS Y

2003	\$10.000	\$9.930	28,903
2004	\$9.930	\$9.786	45,574
2005	\$9.786	\$9.677	46,747
2006	\$9.677	\$9.807	22,019
2007	\$9.807	\$9.819	21,492
2008	\$9.819	\$8.109	20,130
2009	\$8.109	\$8.338	17,348
2010	\$8.338	\$8.302	12,482
2011	\$8.302	\$8.286	6,056

MORGAN STANLEY VIS MONEY MARKET PORTFOLIO--CLASS Y

2003	\$10.000	\$9.848	34
2004	\$9.848	\$9.652	3,303
2005	\$9.652	\$9.641	3,661
2006	\$9.641	\$9.801	18,115
2007	\$9.801	\$9.992	5,039
2008	\$9.992	\$9.946	11,716
2009	\$9.946	\$9.690	10,603
2010	\$9.690	\$9.440	1,223
2011	\$9.440	\$9.197	1,176

ALLSTATE VARIABLE ANNUITY-L SHARE CONTRACTS--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

WITH THE MAV DEATH BENEFIT OPTION, THE ENHANCED BENEFICIARY PROTECTION (ANNUAL

INCREASE) OPTION AND

THE EARNINGS PROTECTION DEATH BENEFIT OPTION (AGE 71-79)

MORTALITY & EXPENSE = 2.4

Sub-Accounts	For the Year Ending December 31	Number of Accumulation Units at Beginning of Period	Number of Accumulation Units at End of Period	Units Outstanding at End of Period
--------------	---------------------------------------	--	--	---

MORGAN STANLEY VIS MULTI CAP GROWTH PORTFOLIO--CLASS Y
FORMERLY, MORGAN STANLEY VIS CAPITAL OPPORTUNITIES
PORTFOLIO--CLASS Y

2003	\$10.000	\$11.780	8,629
2004	\$11.780	\$12.721	6,633
2005	\$12.721	\$14.611	9,698
2006	\$14.611	\$14.791	11,219
2007	\$14.791	\$17.177	10,970
2008	\$17.177	\$8.742	4,936
2009	\$8.742	\$14.550	3,635
2010	\$14.550	\$18.061	3,852
2011	\$18.061	\$16.368	3,861

MORGAN STANLEY VIS STRATEGIST PORTFOLIO--CLASS Y

2003	\$10.000	\$11.928	4,574
2004	\$11.928	\$12.794	11,396
2005	\$12.794	\$13.469	10,665
2006	\$13.469	\$15.056	13,938
2007	\$15.056	\$15.893	14,434
2008	\$15.893	\$11.734	14,324
2009	\$11.734	\$13.652	13,966
2010	\$13.652	\$14.163	12,523
2011	\$14.163	\$12.675	9,565

PIMCO VIT COMMODITYREALRETURN(R) STRATEGY PORTFOLIO--ADVISOR
SHARES

2006	\$10.000	\$9.432	0
2007	\$9.432	\$11.313	0
2008	\$11.313	\$6.187	0
2009	\$6.187	\$8.535	0
2010	\$8.535	\$10.330	0
2011	\$10.330	\$9.304	0

PIMCO VIT EMERGING MARKETS BOND PORTFOLIO--ADVISOR SHARES

2006	\$10.000	\$10.637	0
2007	\$10.637	\$10.954	0
2008	\$10.954	\$9.105	0
2009	\$9.105	\$11.571	0
2010	\$11.571	\$12.630	0
2011	\$12.630	\$13.069	0

PIMCO VIT REAL RETURN PORTFOLIO--ADVISOR SHARES

2006	\$10.000	\$10.056	0
2007	\$10.056	\$10.830	0
2008	\$10.830	\$9.797	0
2009	\$9.797	\$11.287	0
2010	\$11.287	\$11.875	0
2011	\$11.875	\$12.906	939



ALLSTATE VARIABLE ANNUITY-L SHARE CONTRACTS--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

WITH THE MAV DEATH BENEFIT OPTION, THE ENHANCED BENEFICIARY PROTECTION (ANNUAL

INCREASE) OPTION AND

THE EARNINGS PROTECTION DEATH BENEFIT OPTION (AGE 71-79)

MORTALITY & EXPENSE = 2.4

Sub-Accounts	For the Year Ending December 31	Number of Accumulation Unit Value at Beginning of Period	Number of Accumulation Unit Value at End of Period	Units Outstanding at End of Period
--------------	---------------------------------------	---	---	---

PIMCO VIT TOTAL RETURN PORTFOLIO--ADVISOR SHARES

2006	\$10.000	\$10.237	0
2007	\$10.237	\$10.834	0
2008	\$10.834	\$11.051	0
2009	\$11.051	\$12.267	4,524
2010	\$12.267	\$12.907	6,291
2011	\$12.907	\$13.015	4,384

PUTNAM VT EQUITY INCOME FUND--CLASS IB

2009	\$10.000	\$7.698	109
2010	\$7.698	\$8.444	110
2011	\$8.444	\$8.384	104

PUTNAM VT GEORGE PUTNAM BALANCED FUND--CLASS IB

2003	\$10.000	\$11.242	2,556
2004	\$11.242	\$11.850	2,552
2005	\$11.850	\$12.005	2,548
2006	\$12.005	\$13.089	2,544
2007	\$13.089	\$12.870	2,539
2008	\$12.870	\$7.431	737
2009	\$7.431	\$9.094	731
2010	\$9.094	\$9.817	0
2011	\$9.817	\$9.829	0

PUTNAM VT GROWTH AND INCOME FUND--CLASS IB

2003	\$10.000	\$12.210	0
2004	\$12.210	\$13.215	0
2005	\$13.215	\$13.547	0
2006	\$13.547	\$15.297	0
2007	\$15.297	\$13.999	0
2008	\$13.999	\$8.359	0
2009	\$8.359	\$10.570	0
2010	\$10.570	\$11.777	0
2011	\$11.777	\$10.940	0

PUTNAM VT INTERNATIONAL EQUITY FUND--CLASS IB

2003	\$10.000	\$12.577	6,690
2004	\$12.577	\$14.235	10,996
2005	\$14.235	\$15.559	10,092
2006	\$15.559	\$19.359	10,327
2007	\$19.359	\$20.432	9,971
2008	\$20.432	\$11.155	8,305
2009	\$11.155	\$13.542	7,495
2010	\$13.542	\$14.515	4,317
2011	\$14.515	\$11.745	4,141

ALLSTATE VARIABLE ANNUITY-L SHARE CONTRACTS--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

WITH THE MAV DEATH BENEFIT OPTION, THE ENHANCED BENEFICIARY PROTECTION (ANNUAL

INCREASE) OPTION AND

THE EARNINGS PROTECTION DEATH BENEFIT OPTION (AGE 71-79)

MORTALITY & EXPENSE = 2.4

Sub-Accounts	For the Year Ending December 31	Number of Accumulation Units at Beginning of Period	Number of Accumulation Units at End of Period	Units Outstanding at End of Period
--------------	---------------------------------------	--	--	---

PUTNAM VT INVESTORS FUND--CLASS IB

2003	\$10.000	\$12.076	0
2004	\$12.076	\$13.251	0
2005	\$13.251	\$14.045	0
2006	\$14.045	\$15.589	0
2007	\$15.589	\$14.399	0
2008	\$14.399	\$8.478	0
2009	\$8.478	\$10.804	0
2010	\$10.804	\$11.990	0
2011	\$11.990	\$11.685	0

PUTNAM VT NEW VALUE FUND--CLASS IB

2005	\$10.000	\$10.851	528
2006	\$10.851	\$12.264	130
2007	\$12.264	\$11.360	142
2008	\$11.360	\$6.113	110
2009	\$6.113	\$5.748	0

PUTNAM VT VOYAGER FUND--CLASS IB

2003	\$10.000	\$11.648	1,000
2004	\$11.648	\$11.917	1,219
2005	\$11.917	\$12.271	1,737
2006	\$12.271	\$12.603	1,733
2007	\$12.603	\$12.953	1,776
2008	\$12.953	\$7.945	0
2009	\$7.945	\$12.684	0
2010	\$12.684	\$14.925	0
2011	\$14.925	\$11.944	0

UIF EMERGING MARKETS DEBT PORTFOLIO, CLASS II

2003	\$10.000	\$11.219	819
2004	\$11.219	\$12.030	1,348
2005	\$12.030	\$13.142	1,248
2006	\$13.142	\$14.186	1,494
2007	\$14.186	\$14.700	694
2008	\$14.700	\$12.174	655
2009	\$12.174	\$15.430	638
2010	\$15.430	\$16.495	604
2011	\$16.495	\$17.175	558

UIF EMERGING MARKETS EQUITY PORTFOLIO, CLASS II

2003	\$10.000	\$14.781	0
2004	\$14.781	\$17.709	6
2005	\$17.709	\$23.078	1,380
2006	\$23.078	\$30.838	2,220
2007	\$30.838	\$42.188	3,775
2008	\$42.188	\$17.775	2,348
2009	\$17.775	\$29.456	1,915
2010	\$29.456	\$34.131	1,910
2011	\$34.131	\$27.185	1,906



ALLSTATE VARIABLE ANNUITY-L SHARE CONTRACTS--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

WITH THE MAV DEATH BENEFIT OPTION, THE ENHANCED BENEFICIARY PROTECTION (ANNUAL

INCREASE) OPTION AND

THE EARNINGS PROTECTION DEATH BENEFIT OPTION (AGE 71-79)

MORTALITY & EXPENSE = 2.4

Sub-Accounts	For the Year Ending December 31	Number of Accumulation Units at Beginning of Period	Number of Accumulation Units at End of Period	Units Outstanding at End of Period
--------------	---------------------------------------	--	--	---

UIF GLOBAL FRANCHISE PORTFOLIO, CLASS II

2003	\$10.000	\$12.143	3,320
2004	\$12.143	\$13.339	6,166
2005	\$13.339	\$14.550	7,995
2006	\$14.550	\$17.223	8,811
2007	\$17.223	\$18.416	11,096
2008	\$18.416	\$12.747	8,184
2009	\$12.747	\$16.088	10,354
2010	\$16.088	\$17.873	9,196
2011	\$17.873	\$18.986	8,143

UIF GROWTH PORTFOLIO, CLASS II

FORMERLY, UIF CAPITAL GROWTH PORTFOLIO, CLASS II

2003	\$10.000	\$11.611	6,422
2004	\$11.611	\$12.151	6,273
2005	\$12.151	\$13.670	5,131
2006	\$13.670	\$13.824	5,492
2007	\$13.824	\$16.381	5,417
2008	\$16.381	\$8.082	3,843
2009	\$8.082	\$13.002	3,774
2010	\$13.002	\$15.529	3,745
2011	\$15.529	\$14.668	3,720

UIF MID CAP GROWTH PORTFOLIO, CLASS II

2003	\$10.000	\$13.000	10,978
2004	\$13.000	\$15.384	11,035
2005	\$15.384	\$17.579	10,793
2006	\$17.579	\$18.689	10,759
2007	\$18.689	\$22.319	11,169
2008	\$22.319	\$11.562	10,551
2009	\$11.562	\$17.723	10,423
2010	\$17.723	\$22.836	8,994
2011	\$22.836	\$20.649	8,966

UIF SMALL COMPANY GROWTH PORTFOLIO, CLASS II

2003	\$10.000	\$13.501	1,773
2004	\$13.501	\$15.644	3,184
2005	\$15.644	\$17.203	2,113
2006	\$17.203	\$18.742	4,660
2007	\$18.742	\$18.795	7,471
2008	\$18.795	\$10.904	1,684
2009	\$10.904	\$15.577	1,682
2010	\$15.577	\$19.203	690
2011	\$19.203	\$17.077	376

ALLSTATE VARIABLE ANNUITY-L SHARE CONTRACTS--PROSPECTUS

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH

VARIABLE SUB-ACCOUNT*

WITH THE MAV DEATH BENEFIT OPTION, THE ENHANCED BENEFICIARY PROTECTION (ANNUAL

INCREASE) OPTION AND

THE EARNINGS PROTECTION DEATH BENEFIT OPTION (AGE 71-79)

MORTALITY & EXPENSE = 2.4

Sub-Accounts	For the Year Ending December 31	Number of		Units Outstanding at End of Period
		Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	

UIF U.S. REAL ESTATE PORTFOLIO, CLASS II				
2003	\$10.000	\$12.672	9,699	
2004	\$12.672	\$16.797	9,204	
2005	\$16.797	\$19.105	8,525	
2006	\$19.105	\$25.622	7,469	
2007	\$25.622	\$20.644	9,257	
2008	\$20.644	\$12.456	6,778	
2009	\$12.456	\$15.590	5,036	
2010	\$15.590	\$19.671	4,970	
2011	\$19.671	\$20.247	5,330	

* The Accumulation Unit Values in this table reflect a mortality and expense risk charge of 2.40% and an administration expense charge of 0.19%.

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PA195-4
[LOGO]

THE ALLSTATE ADVISOR VARIABLE ANNUITIES
(ADVISOR, ADVISOR PREFERRED)

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: 1-800-203-0068 FAX NUMBER: 1-866-628-1006 PROSPECTUS DATED MAY 1, 2007

Allstate Life Insurance Company ("ALLSTATE LIFE") is offering the following individual and group flexible premium deferred variable annuity contracts (each, a "CONTRACT"):

. ALLSTATE ADVISOR

. ALLSTATE ADVISOR PREFERRED

This prospectus contains information about each Contract that you should know before investing. Please keep it for future reference. Both Contracts may not be available in all states or through your sales representative. Please check with your sales representative for details.

Each Contract currently offers several investment alternatives ("INVESTMENT ALTERNATIVES"). The investment alternatives include up to 3 fixed account options ("FIXED ACCOUNT OPTIONS"), depending on the Contract, and include 59* variable sub-accounts ("VARIABLE SUB-ACCOUNTS") of the Allstate Financial Advisors Separate Account I ("VARIABLE ACCOUNT"). Each Variable Sub-Account invests exclusively in shares of the following funds ("FUNDS"):

FIDELITY(R) VARIABLE INSURANCE PRODUCTS (SERVICE CLASS 2)

FRANKLIN TEMPLETON VARIABLE INSURANCE PRODUCTS TRUST (CLASS 2)

LORD ABBETT SERIES FUND, INC. (CLASS VC)

OPPENHEIMER VARIABLE ACCOUNT FUNDS (SERVICE SHARES)

PUTNAM VARIABLE TRUST (CLASS IB)

STI CLASSIC VARIABLE TRUST

VAN KAMPEN LIFE INVESTMENT TRUST (CLASS II)

THE UNIVERSAL INSTITUTIONAL FUNDS, INC. (CLASS II)

* Up to five additional Variable Sub-Accounts may be available depending on the date you purchased your Contract. Please see page 45 for information about Variable Sub-Account and/or Portfolio liquidations, mergers, closures and name changes.

Each Fund has multiple investment Portfolios ("PORTFOLIOS"). Not all of the Funds and/or Portfolios, however, may be available with your Contract. You should check with your sales representative for further information on the availability of the Funds and/or Portfolios. Your annuity application will list all available Portfolios.

WE (Allstate Life) have filed a Statement of Additional Information, dated May 1, 2007, with the Securities and Exchange Commission ("SEC"). It contains more information about each Contract and is incorporated herein by reference, which means that it is legally a part of this prospectus. Its table of contents appears on page 89 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 ON THE ACCURACY OR THE ADEQUACY OF THIS PROSPECTUS. ANYONE WHO TELLS YOU OTHERWISE IS COMMITTING A FEDERAL CRIME.

IMPORTANT THE CONTRACTS MAY BE DISTRIBUTED THROUGH BROKER-DEALERS THAT HAVE NOTICES RELATIONSHIPS WITH BANKS OR OTHER FINANCIAL INSTITUTIONS OR BY EMPLOYEES OF SUCH BANKS. HOWEVER, THE CONTRACTS ARE NOT DEPOSITS IN, OR OBLIGATIONS OF, OR GUARANTEED OR ENDORSED BY, SUCH INSTITUTIONS OR ANY FEDERAL REGULATORY AGENCY. INVESTMENT IN THE CONTRACTS INVOLVES INVESTMENT RISKS, INCLUDING POSSIBLE LOSS OF PRINCIPAL.

THE CONTRACTS ARE NOT FDIC INSURED.

2 PROSPECTUS

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3 PROSPECTUS

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.

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Spousal Protection Benefit (Co-Annuitant) Option for Custodial Individual

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* In certain states a Contract may be available only as a group Contract. If you purchase a group Contract, we will issue you a certificate that represents your ownership and that summarizes the provisions of the group Contract. References to "Contract" in this prospectus include certificates, unless the context requires otherwise. References to "Contract" also include both Contracts listed on the cover page of this prospectus, unless otherwise noted. However, we administer each Contract separately.

5 PROSPECTUS

OVERVIEW OF CONTRACTS

The Contracts offer many of the same basic features and benefits. They differ primarily with respect to the charges imposed, as follows:

. The ALLSTATE ADVISOR CONTRACT has a mortality and expense risk charge of 1.10%, an administrative expense charge of 0.19%*, and a withdrawal charge of up to 7% with a 7-year withdrawal charge period;

. The ALLSTATE ADVISOR PREFERRED CONTRACT WITH 5-YEAR WITHDRAWAL CHARGE OPTION ("Package III") has a mortality and expense risk charge of 1.40%, an administrative expense charge of 0.19%*, and a withdrawal charge of up to 7% with a 5-year withdrawal charge period;

. The ALLSTATE ADVISOR PREFERRED CONTRACT WITH 3-YEAR WITHDRAWAL CHARGE OPTION ("Package II") has a mortality and expense risk charge of 1.50%, an administrative expense charge of 0.19%*, and a withdrawal charge of up to 7% with a 3-year withdrawal charge period; and

. The ALLSTATE ADVISOR PREFERRED CONTRACT WITH NO WITHDRAWAL CHARGE OPTION ("Package I") has a mortality and expense risk charge of 1.60%, an administrative expense charge of 0.19%*, and no withdrawal charges.

Other differences between the Contracts relate to available Fixed Account Options. For a side-by-side comparison of these differences, please refer to Appendix A of this prospectus.

* The administrative expense charge may be increased, but will never exceed 0.35%. Once your Contract is issued, we will not increase the administrative expense charge for your Contract.

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THE CONTRACTS AT A GLANCE

The following is a snapshot of the Contracts. Please read the remainder of this prospectus for more information.

FLEXIBLE PAYMENTS You can purchase each Contract with as little as \$10,000 (\$2,000 for Contracts issued with an IRA or TSA). You can add to your Contract as often and as much as you like, but each subsequent payment must be at least \$1,000 (\$50 for automatic payments).

We reserve the right to accept a lesser initial purchase payment amount for each Contract. We may limit the cumulative amount of purchase payments to a maximum of \$1,000,000 in any Contract.

TRIAL EXAMINATION PERIOD You may cancel your Contract within 20 days of receipt or any longer period as your state may require ("TRIAL EXAMINATION PERIOD"). Upon cancellation, we will return your purchase payments adjusted, to the extent federal or state law permits, to reflect the investment experience of any amounts allocated to the Variable Account, including the deduction of mortality and expense risk charges and administrative expense charges. See "Trial Examination Period" for details.

EXPENSES Each Portfolio pays expenses that you will bear indirectly if you invest in a Variable Sub-Account.

You also will bear the following expenses:

ALLSTATE ADVISOR CONTRACTS

- . Annual mortality and expense risk charge equal to 1.10% of average daily net assets.
- . Withdrawal charges ranging from 0% to 7% of purchase payments withdrawn.

ALLSTATE ADVISOR PREFERRED CONTRACTS (WITH 5-YEAR WITHDRAWAL CHARGE OPTION)

- . Annual mortality and expense risk charge equal to 1.40% of average daily net assets.
- . Withdrawal charges ranging from 0% to 7% of purchase payments withdrawn.

ALLSTATE ADVISOR PREFERRED CONTRACTS (WITH 3-YEAR WITHDRAWAL CHARGE OPTION)

- . Annual mortality and expense risk charge equal to 1.50% of average daily net assets.
- . Withdrawal charges ranging from 0% to 7% of purchase payments withdrawn.

ALLSTATE ADVISOR PREFERRED CONTRACTS (WITH NO

WITHDRAWAL CHARGE OPTION)

- . Annual mortality and expense risk charge equal to 1.60% of average daily net assets.
- . No withdrawal charge.

ALL CONTRACTS

- . Annual administrative expense charge of 0.19% (up to 0.35% for future Contracts).
- . Annual contract maintenance charge of \$30 (waived in certain cases).
- . If you select the MAXIMUM ANNIVERSARY VALUE (MAV) DEATH BENEFIT OPTION ("MAV DEATH BENEFIT OPTION") you will pay an additional mortality and expense risk charge of 0.20% (up to 0.30% for Options added in the future).
- . If you select ENHANCED BENEFICIARY PROTECTION (ANNUAL INCREASE) OPTION, you will pay an additional mortality and expense risk charge of 0.30%.
- . If you select the EARNINGS PROTECTION DEATH BENEFIT OPTION you will pay an additional mortality and expense risk charge of 0.25% or 0.40% (up to 0.35% or 0.50% for Options added in the future) depending on the age of the oldest Owner and oldest Annuitant on the date we receive the completed application or request to add the benefit, whichever is later ("RIDER APPLICATION DATE").
- . If you select the TRUERETURN(SM) ACCUMULATION BENEFIT OPTION ("TRUERETURN OPTION") you will pay an additional annual fee ("RIDER FEE") of 0.50% (up to 1.25% for Options added in the future) of the BENEFIT BASE in effect on each Contract Anniversary ("CONTRACT ANNIVERSARY") during the Rider Period. You may not select the TrueReturn Option together with a Retirement Income Guarantee Option or any Withdrawal Benefit Option.
- . We discontinued offering the SUREINCOME WITHDRAWAL BENEFIT OPTION ("SUREINCOME OPTION") as of May 1, 2006, except in a limited number of states. If you elected the SureIncome Option prior to May 1, 2006, you would pay an additional annual fee ("SUREINCOME OPTION FEE") of 0.50% of the BENEFIT BASE on each Contract Anniversary (see the SureIncome Option Fee section). You may not select the SureIncome Option together with a Retirement Income Guarantee Option, a TrueReturn Option or any other Withdrawal Benefit Option.
- . If you select the SUREINCOME PLUS WITHDRAWAL BENEFIT OPTION ("SUREINCOME PLUS OPTION") you would pay an additional annual fee ("SUREINCOME PLUS OPTION FEE") of 0.65% (up to 1.25% for Options added in the future) of the BENEFIT BASE on each Contract Anniversary (see the SureIncome Plus Option Fee section). You may not select the SureIncome Plus Option together with a Retirement Income Guarantee Option, a TrueReturn Option or any other Withdrawal Benefit Option.
- . If you select the SUREINCOME FOR LIFE WITHDRAWAL BENEFIT OPTION ("SUREINCOME FOR LIFE OPTION") you would pay an additional annual fee ("SUREINCOME FOR LIFE OPTION FEE") of 0.65% (up to 1.25% for Options added in the future) of the BENEFIT BASE on each Contract Anniversary (see the SureIncome For Life Option Fee section). You may not select the SureIncome For Life Option together with a Retirement Income Guarantee Option, a TrueReturn Option or any other Withdrawal Benefit Option.

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. We discontinued offering the RETIREMENT INCOME GUARANTEE OPTION 1 ("RIG 1") as of January 1, 2004. If you selected RIG 1 prior to January 1, 2004, you will pay an additional annual fee ("Rider Fee") of 0.40% of the INCOME BASE in effect on a Contract Anniversary.

. We discontinued offering the RETIREMENT INCOME GUARANTEE OPTION 2 ("RIG 2") as of January 1, 2004. If you selected RIG 2 prior to January 1, 2004, you will pay an additional annual Rider Fee of 0.55% of the INCOME BASE in effect on a Contract Anniversary.

. If you select the INCOME PROTECTION BENEFIT OPTION you will pay an additional mortality and expense risk charge of 0.50% (up to 0.75% for Options added in the future) during the Payout Phase of your Contract.

. If you select the SPOUSAL PROTECTION BENEFIT (CO-ANNUITANT) OPTION or SPOUSAL PROTECTION BENEFIT (CO-ANNUITANT) OPTION FOR CUSTODIAL INDIVIDUAL RETIREMENT ACCOUNTS ("CSP") you would pay an additional annual fee ("RIDER FEE") of 0.10%* (up to 0.15% for Options added in the future) of the Contract value ("CONTRACT VALUE") on each Contract Anniversary. These Options are only available for certain types of IRA Contracts, which are Contracts issued with an Individual Retirement Annuity or Account ("IRA") under Section 408 of the Internal Revenue Code. The CSP is only available for certain Custodial Individual Retirement Accounts established under

Section 408 of the Internal Revenue Code. For Contracts purchased on or after January 1, 2005, we may discontinue offering the Spousal Protection Benefit (Co-Annuitant) Option at any time prior to the time you elect to receive it.

* NO RIDER FEE WAS CHARGED FOR THESE OPTIONS FOR CONTRACT OWNERS WHO ADDED THESE OPTIONS PRIOR TO JANUARY 1, 2005. SEE PAGE 57 FOR DETAILS.

. Transfer fee equal to 1.00% (subject to increase to up to 2.00%) of the amount transferred after the 12th transfer in any Contract year ("CONTRACT YEAR"), which we measure from the date we issue your Contract or a Contract Anniversary.

. State premium tax (if your state imposes one)

WE MAY DISCONTINUE OFFERING ANY OF THESE OPTIONS AT

ANY TIME PRIOR TO THE TIME YOU ELECT TO RECEIVE IT.

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INVESTMENT ALTERNATIVES Each Contract offers several investment alternatives including:

- . up to 3 Fixed Account Options that credit interest at rates we guarantee, and
- . 59* Variable Sub-Accounts investing in Portfolios offering professional money

management by these investment advisers:

- . Fidelity Management & Research Company
- . Franklin Advisers, Inc.
- . Franklin Advisory Services, LLC
- . Franklin Mutual Advisers, LLC
- . Lord, Abnett & Co. LLC
- . OppenheimerFunds, Inc.
- . Putnam Investment Management, LLC
- . Templeton Asset Management Ltd.
- . Templeton Investment Counsel, LLC
- . Trusco Capital Management, Inc.
- . Van Kampen Asset Management
- . Van Kampen**

* Up to five additional Variable Sub-Accounts may be available depending on the date you purchased your Contract. Please see pages 45-48 for information about Sub-Account and/or Portfolio liquidations, mergers, closures and name changes.

** Morgan Stanley Investment Management Inc., the adviser to the UIF Portfolios, does business in certain instances using the name Van Kampen.

NOT ALL FIXED ACCOUNT OPTIONS ARE AVAILABLE IN ALL

STATES OR WITH ALL CONTRACTS.

To find out current rates being paid on the Fixed Account Option(s), or to find out how the Variable Sub-Accounts have performed, please call us at 1-800-203-0068.

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SPECIAL SERVICES For your convenience, we offer these special services:

- . AUTOMATIC PORTFOLIO REBALANCING PROGRAM
- . AUTOMATIC ADDITIONS PROGRAM
- . DOLLAR COST AVERAGING PROGRAM
- . SYSTEMATIC WITHDRAWAL PROGRAM

INCOME PAYMENTS You can choose fixed income payments, variable income payments, or a combination of the two. You can receive your income payments in one of the following ways (you may select more than one income plan):

- . life income with guaranteed number of payments
- . joint and survivor life income with guaranteed number of payments
- . guaranteed number of payments for a specified period
- . life income with cash refund
- . joint life income with cash refund
- . life income with installment refund
- . joint life income with installment refund

Prior to January 1, 2004, Allstate Life also offered two Retirement Income Guarantee Options that guarantee a minimum amount of fixed income payments you can receive if you elect to receive income payments.

In addition, we offer an Income Protection Benefit Option that guarantees that your variable income payments will not fall below a certain level.

DEATH BENEFITS If you, the Annuitant, or Co-Annuitant die before the Payout Start Date, we will pay a death benefit subject to the conditions described in the Contract. In addition to the death benefit included in your Contract ("RETURN OF PREMIUM DEATH BENEFIT" or "ROP DEATH BENEFIT"), the death benefit options we

currently offer include:

- . MAV DEATH BENEFIT OPTION;
- . ENHANCED BENEFICIARY PROTECTION (ANNUAL INCREASE) OPTION; and
- . EARNINGS PROTECTION DEATH BENEFIT OPTION

The SureIncome Plus Option and SureIncome For Life Option also include a death benefit option, the SureIncome Return of Premium Death Benefit, ("SUREINCOME ROP DEATH BENEFIT").

TRANSFERS Before the Payout Start Date, you may transfer your Contract Value among the investment alternatives, with certain restrictions. The minimum amount you may transfer is \$100 or the amount remaining in the investment alternative, if less. The minimum amount that can be transferred into the Standard Fixed Account or Market Value Adjusted Account Options is \$100.

A charge may apply after the 12th transfer in each

Contract Year. See page 54 for information about short term trading fees.

WITHDRAWALS You may withdraw some or all of your Contract Value at any time during the Accumulation Phase and during the Payout Phase in certain cases. In general, you must withdraw at least \$50 at a time. Withdrawals taken prior to the Payout Start Date are generally considered to come from the earnings in the Contract first. If the Contract is tax-qualified, generally all withdrawals are treated as distributions of earnings. Withdrawals of earnings are taxed as ordinary income and, if taken prior to age 59 1/2, may be subject to an additional 10% federal tax penalty. A withdrawal charge and a MARKET VALUE ADJUSTMENT may also apply.

If any withdrawal reduces your Contract Value to less than \$1,000, we will treat the request as a withdrawal of the entire Contract Value unless the SureIncome Withdrawal Benefit Option is in effect under your Contract. Your Contract will terminate if you withdraw all of your Contract Value.

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HOW THE CONTRACTS WORK

Each Contract basically works in two ways.

First, each Contract can help you (we assume you are the "CONTRACT OWNER") save for retirement because you can invest in your Contract's investment alternatives and generally pay no federal income taxes on any earnings until you withdraw them. You do this during what we call the "ACCUMULATION PHASE" of the Contract. The Accumulation Phase begins on the date we issue your Contract (we call that date the "ISSUE DATE") and continues until the Payout Start Date, which is the date we apply your money to provide income payments. During the Accumulation Phase, you may allocate your purchase payments to any combination of the Variable Sub-Accounts and/or Fixed Account Options. If you invest in a Fixed Account Option, you will earn a fixed rate of interest that we declare periodically. If you invest in any of the Variable Sub-Accounts, your investment return will vary up or down depending on the performance of the corresponding Portfolios.

Second, each Contract can help you plan for retirement because you can use it to receive retirement income for life and/ or for a pre-set number of years, by selecting one of the income payment options (we call these "INCOME PLANS") described on page 62. You receive income payments during what we call the "PAYOUT PHASE" of the Contract, which begins on the Payout Start Date and continues until we make the last payment required by the Income Plan you select. During the Payout Phase, if you select a fixed income payment option, we guarantee the amount of your payments, which will remain fixed. If you select a variable income payment option, based on one or more of the Variable Sub-Accounts, the amount of your payments will vary up or down depending on the performance of the corresponding Portfolios. The amount of money you accumulate under your Contract during the Accumulation Phase and apply to an Income Plan will determine the amount of your income payments during the Payout Phase.

The timeline below illustrates how you might use your Contract.

Issue Date	Accumulation Phase	Payout Start Date	Payout Phase	

You buy a Contract	You save for retirement	You elect to receive	You can receive	Or you can receive
	income payments or receive a lump sum payment	income payments for a set period	income payments for life	income payments

Other income payment options are also available. See "INCOME PAYMENTS."

As the Contract Owner, you exercise all of the rights and privileges provided by the Contract. If you die, any surviving Contract Owner or, if there is none, the BENEFICIARY will exercise the rights and privileges provided by the Contract. See "The Contracts." In addition, if you die before the Payout Start Date, we will pay a death benefit to any surviving Contract Owner or, if there is none, to your Beneficiary. See "Death Benefits."

Please call us at 1-800-203-0068 if you have any question about how the Contracts work.

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EXPENSE TABLE

The table below lists the expenses that you will bear directly or indirectly when you buy a Contract. The table and the examples that follow do not reflect premium taxes that may be imposed by the state where you reside. For more information about Variable Account expenses, see "Expenses," below. For more information about Portfolio expenses, please refer to the prospectuses for the Portfolios.

CONTRACT OWNER TRANSACTION EXPENSES

Withdrawal Charge (as a percentage of purchase payments withdrawn)* /

Number of Complete Years Since We Received the Purchase Payment Being Withdrawn/Applicable Charge:

Contract:	0	1	2	3	4	5	6	7	7+
-----	---	---	---	---	---	---	---	---	---
Allstate Advisor	7%	7%	6%	5%	4%	3%	2%	0%	0%
Allstate Advisor Preferred with:									
5-Year Withdrawal Charge Option	7%	6%	5%	4%	3%	0%			
3-Year Withdrawal Charge Option	7%	6%	5%	0%					
No Withdrawal Charge Option				None					
All Contracts:									

Annual Contract Maintenance Charge					\$30**				
Transfer Fee									up to 2.00% of the amount transferred***

* Each Contract Year, you may withdraw a portion of your purchase payments (and/or your earnings, in the case of Charitable Remainder Trusts) without incurring a withdrawal charge ("Free Withdrawal Amount"). See "Withdrawal Charges" for more information.

** Waived in certain cases. See "Expenses."

*** Applies solely to the 13th and subsequent transfers within a Contract Year, excluding transfers due to dollar cost averaging and automatic portfolio rebalancing. We are currently assessing a transfer fee of 1.00% of the amount transferred, however, we reserve the right to raise the transfer fee to up to 2.00% of the amount transferred.

VARIABLE ACCOUNT ANNUAL EXPENSES

(AS A PERCENTAGE OF AVERAGE DAILY NET ASSET VALUE DEDUCTED FROM EACH VARIABLE

SUB-ACCOUNT)

If you select the basic Contract without any optional benefits, your Variable Account expenses would be as follows:

Basic Contract (without any optional benefit)	Mortality and Expense Risk Charge	Administrative Expense Charge*

Allstate Advisor	1.10%	0.19%
Allstate Advisor Preferred (5- year Withdrawal Charge Option)	1.40%	0.19%
Allstate Advisor Preferred (3- year Withdrawal Charge Option)	1.50%	0.19%
Allstate Advisor Preferred (No Withdrawal Charge Option)	1.60%	0.19%
	Total Variable Account Annual Expense	

Basic Contract (without any optional benefit)		
Allstate Advisor	1.29%	
Allstate Advisor Preferred (5- year Withdrawal Charge Option)	1.59%	
Allstate Advisor Preferred (3- year Withdrawal Charge Option)	1.69%	
Allstate Advisor Preferred (No Withdrawal Charge Option)	1.79%	

* We reserve the right to raise the administrative expense charge to 0.35%. However, we will not increase the charge once we issue your Contract.

Each Contract also offers optional riders that may be added to the Contract. For each optional rider you select, you would pay the following additional mortality and expense risk charge associated with each rider.

MAV Death Benefit Option	0.20% (up to 0.30% for Options added in the future)
Enhanced Beneficiary Protection (Annual Increase) Option	0.30 %
Earnings Protection Death Benefit Option (issue	0.25% (up to 0.35% for Options added in

age 0-70) the future)
Earnings Protection Death Benefit Option (issue 0.40% (up to 0.50% for Options added in
age 71-79) the future)

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If you select the Options with the highest possible combination of mortality and expense risk charges, your Variable Account expenses would be as follows, assuming current expenses:

Contract with the MAV Death Benefit Option, Enhanced Beneficiary Protection (Annual Increase) Option, and Earnings Protection Death Benefit Option (issue age 71-79)	Mortality and Expense Risk Charge*	Administrative Expense Charge*
Allstate Advisor	2.00%	0.19%
Allstate Advisor Preferred (5- year Withdrawal Charge Option)	2.30%	0.19%
Allstate Advisor Preferred (3- year Withdrawal Charge Option)	2.40%	0.19%
Allstate Advisor Preferred (No Withdrawal Charge Option)	2.50%	0.19%

Contract with the MAV Death Benefit Option, Enhanced Beneficiary Protection (Annual Increase) Option, and Earnings Protection Death Benefit Option (issue age 71-79)	Total Variable Account Annual Expense
Allstate Advisor	2.19%
Allstate Advisor Preferred (5- year Withdrawal Charge Option)	2.49%
Allstate Advisor Preferred (3- year Withdrawal Charge Option)	2.59%
Allstate Advisor Preferred (No Withdrawal Charge Option)	2.69%

* As described above the administrative expense charge and the mortality and expense charge for certain Options may be higher for future Contracts. However, we will not increase the administrative expense charge once we issue your Contract, and we will not increase the charge for an Option once we add the Option to your Contract.

TRUEReturn(SM) ACCUMULATION BENEFIT OPTION FEE

(ANNUAL RATE AS A PERCENTAGE OF BENEFIT BASE ON A CONTRACT ANNIVERSARY)

TrueReturn(SM) Accumulation Benefit Option 0.50%*

* Up to 1.25% for TrueReturn Options added in the future. See "TrueReturn(SM) Accumulation Benefit Option" for details.

SUREINCOME WITHDRAWAL BENEFIT OPTION FEE*

(ANNUAL RATE AS A PERCENTAGE OF BENEFIT BASE ON A CONTRACT ANNIVERSARY)

SureIncome Withdrawal Benefit Option 0.50%**

* Effective May 1, 2006, we ceased offering the SureIncome Option except in a limited number of states.

** Up to 1.25% for SureIncome Options added in the future. See "SureIncome Withdrawal Benefit Option" for details.

SUREINCOME PLUS WITHDRAWAL BENEFIT OPTION FEE

(ANNUAL RATE AS A PERCENTAGE OF BENEFIT BASE ON A CONTRACT ANNIVERSARY)

SureIncome Plus Withdrawal Benefit Option 0.65%*

* Up to 1.25% for SureIncome Plus Options added in the future. See "SureIncome Plus Withdrawal Benefit Option" for details.

SUREINCOME FOR LIFE WITHDRAWAL BENEFIT OPTION FEE

(ANNUAL RATE AS A PERCENTAGE OF BENEFIT BASE ON A CONTRACT ANNIVERSARY)

SureIncome For Life Withdrawal Benefit Option 0.65%*

* Up to 1.25% for SureIncome For Life Options added in the future. See "SureIncome For Life Withdrawal Benefit Option" for details.

RETIREMENT INCOME GUARANTEE OPTION FEE*

(ANNUAL RATE AS A PERCENTAGE OF INCOME BASE ON A CONTRACT ANNIVERSARY)

RIG 1 0.40% RIG 2 0.55%

* We discontinued offering the Retirement Income Guarantee Option as of January 1, 2004. Fees shown apply to owners who selected the option prior to January 1, 2004.

SPOUSAL PROTECTION BENEFIT (CO-ANNUITANT) OPTION FEE

(AS A PERCENTAGE OF CONTRACT VALUE ON EACH CONTRACT ANNIVERSARY)

Spousal Protection Benefit (Co-Annuitant) Option 0.10%*

* Applies to Contract Owners who select the option on or after January 1, 2005. Up to 0.15% for options added in the future.

SPOUSAL PROTECTION BENEFIT (CO-ANNUITANT) OPTION FOR CUSTODIAL INDIVIDUAL RETIREMENT ACCOUNTS FEE

(AS A PERCENTAGE OF CONTRACT VALUE ON EACH CONTRACT ANNIVERSARY)

Spousal Protection Benefit (Co-Annuitant) Option for Custodial 0.10%* Individual Retirement Accounts

* Applies to Contract Owners who select the option on or after January 1, 2005. Up to 0.15% for options added in the future.

If you select the Spousal Protection Benefit (Co-Annuitant) Option or Spousal Protection Benefit (Co-Annuitant) Option for Custodial Individual Retirement Accounts on or after January 1, 2005, you will pay a Rider Fee at the annual rate of 0.10% of the Contract Value on each Contract Anniversary. We reserve the right to increase the annual Rider Fee to up to 0.15% of the Contract Value. If you selected either of these Options prior to January 1, 2005, there is no charge associated with your Option. See "Spousal Protection Benefit {Co-Annuitant} Option Fee and Spousal Protection Benefit (Co-Annuitant) Option for Custodial Individual Retirement Accounts Fee" for details.

INCOME PROTECTION BENEFIT OPTION

(AS A PERCENTAGE OF THE AVERAGE DAILY NET VARIABLE ACCOUNT ASSETS SUPPORTING THE

VARIABLE INCOME PAYMENTS TO WHICH THE OPTION APPLIES)

Income Protection Benefit Option 0.50%*

* The charge for the Income Protection Benefit Option applies during the Payout Phase. We reserve the right to raise the charge to up to 0.75% for Options added in the future. See "Income Payments - Income Protection Benefit Option" for details.

PORTFOLIO ANNUAL EXPENSES - MINIMUM AND MAXIMUM

The next table shows the minimum and maximum total operating expenses charged by the Portfolios that you may pay periodically during the time that you own the Contract. Advisers and/or other service providers of certain Portfolios may have agreed to waive their fees and/or reimburse Portfolio expenses in order to keep the Portfolios' expenses below specified limits. The range of expenses shown in this table does not show the effect of any such fee waiver or expense reimbursement.

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)	0.35%	1.73%

More detail concerning each Portfolio's fees and expenses appears in the prospectus for each Portfolio.

(1) Expenses are shown as a percentage of Portfolio average daily net assets (before any waiver or reimbursement) as of December 31, 2006 (except as otherwise noted).

EXAMPLE 1

This Example is intended to help you compare the cost of investing in the Contracts with the cost of investing in other variable annuity contracts. These costs include Contract owner transaction expenses, Contract fees, Variable Account annual expenses, and Portfolio fees and expenses.

The example shows the dollar amount of expenses that you would bear directly or indirectly if you:

- . invested \$10,000 in the Contract for the time periods indicated;
- . earned a 5% annual return on your investment;
- . surrendered your Contract, or you began receiving income payments for a specified period of less than 120 months, at the end of each time period;
- . elected the MAV Death Benefit Option and the Enhanced Beneficiary Protection (Annual Increase) Option;
- . elected the Earnings Protection Death Benefit Option (assuming issue age 71-79);
- . elected the Spousal Protection Benefit (Co-Annuitant) Option; and
- . elected the SureIncome Plus Withdrawal Benefit Option.

THE EXAMPLE DOES NOT INCLUDE ANY TAXES OR TAX PENALTIES YOU MAY BE REQUIRED TO PAY IF YOU SURRENDER YOUR CONTRACT.

The first line of the example assumes that the maximum fees and expenses of any of the Portfolios are charged. The second line of the example assumes that the minimum fees and expenses of any of the Portfolios are charged. Your actual expenses may be higher or lower than those shown below.

		Allstate Advisor							
		1 Year	3 Years	5 Years	10 Years				
		-----	-----	-----	-----				
Costs Based on Maximum Annual Portfolio Expenses		\$1,105	\$1,964	\$2,835	\$5,238				
Costs Based on Minimum Annual Portfolio Expenses		\$ 964	\$1,552	\$2,170	\$4,021				

		Allstate Advisor Preferred (5 Year)		Allstate Advisor Preferred (3 Year)					
		1 Year	3 Years	5 Years	10 Years	1 Year	3 Years	5 Years	10 Years
		-----	-----	-----	-----	-----	-----	-----	-----
Costs Based on Maximum Annual Portfolio Expenses		\$1,051	\$1,967	\$2,720	\$5,481	\$1,061	\$1,656	\$2,766	\$5,560
Costs Based on Minimum Annual Portfolio Expenses		\$ 909	\$1,558	\$2,063	\$4,300	\$ 920	\$1,248	\$2,112	\$4,392

		Allstate Advisor Preferred (0 Year)							
		1 Year	3 Years	5 Years	10 Years				
		-----	-----	-----	-----				
Costs Based on Maximum Annual Portfolio Expenses		\$561	\$1,685	\$2,812	\$5,638				
Costs Based on Minimum Annual Portfolio Expenses		\$420	\$1,278	\$2,161	\$4,482				

EXAMPLE 2

This Example uses the same assumptions as Example 1 above, except that it assumes you decided not to surrender your Contract, or you began receiving income payments for a specified period of at least 120 months, at the end of each time period.

		Allstate Advisor			
		1 Year	3 Years	5 Years	10 Years
		-----	-----	-----	-----
Costs Based on Maximum Annual Portfolio	Expenses	\$510	\$1,539	\$2,580	\$5,238

Expenses

Costs Based on Minimum Annual Portfolio Expenses \$369 \$1,127 \$1,915 \$4,021

Allstate Advisor Preferred (5 Year)				Allstate Advisor Preferred (3 Year)			
1 Year	3 Years	5 Years	10 Years	1 Year	3 Years	5 Years	10 Years

Costs Based on Maximum Annual Portfolio Expenses \$541 \$1,627 \$2,720 \$5,481 \$551 \$1,656 \$2,766 \$5,560

Costs Based on Minimum Annual Portfolio Expenses \$399 \$1,218 \$2,063 \$4,300 \$410 \$1,248 \$2,112 \$4,392

Allstate Advisor Preferred (0 Year)			
1 Year	3 Years	5 Years	10 Years

Costs Based on Maximum Annual Portfolio Expenses \$561 \$1,685 \$2,812 \$5,638

Costs Based on Minimum Annual Portfolio Expenses \$420 \$1,278 \$2,161 \$4,482

PLEASE REMEMBER THAT YOU ARE LOOKING AT EXAMPLES AND NOT A REPRESENTATION OF PAST OR FUTURE EXPENSES. YOUR RATE OF RETURN MAY BE HIGHER OR LOWER THAN 5%, WHICH IS NOT GUARANTEED. THE EXAMPLES DO NOT ASSUME THAT ANY PORTFOLIO EXPENSE WAIVERS OR REIMBURSEMENT ARRANGEMENTS ARE IN EFFECT FOR THE PERIODS PRESENTED. THE EXAMPLES REFLECT THE FREE WITHDRAWAL AMOUNTS, IF APPLICABLE, AND THE DEDUCTION OF THE ANNUAL CONTRACT MAINTENANCE CHARGE OF \$30 EACH YEAR. THE ABOVE EXAMPLES ASSUME YOU HAVE SELECTED THE MAV DEATH BENEFIT

OPTION AND THE ENHANCED BENEFICIARY PROTECTION (ANNUAL INCREASE) OPTION, THE EARNINGS PROTECTION DEATH BENEFIT OPTION (ASSUMING THE OLDEST CONTRACT OWNER OR ANNUITANT IS AGE 71 OR OLDER, AND ALL ARE AGE 79 OR YOUNGER ON THE RIDER APPLICATION DATE), THE SPOUSAL PROTECTION BENEFIT (CO-ANNUITANT) OPTION AND THE SUREINCOME PLUS WITHDRAWAL BENEFIT OPTION. IF ANY OR ALL OF THESE FEATURES WERE NOT ELECTED, THE EXPENSE FIGURES SHOWN ABOVE WOULD BE SLIGHTLY LOWER.

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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.

Accumulation Unit Values for the lowest and highest available combinations of Contract charges that affect Accumulation Unit Values for each Contract are shown in Appendix K to this prospectus. The Statement of Additional Information contains the Accumulation Unit Values for all other available combinations of Contract charges that affect Accumulation Unit Values for each Contract. The consolidated financial statements of Allstate Life and the financial statements of the Variable Account, which are comprised of the underlying financial statements of the Sub-Accounts, appear in the Statement of Additional Information.

THE CONTRACTS

CONTRACT OWNER

Each Contract is an agreement between you, the Contract Owner, and Allstate Life, a life insurance company. As the Contract Owner, you may exercise all of the rights and privileges provided to you by the Contract. That means it is up to you to select or change (to the extent permitted):

- . the investment alternatives during the Accumulation and Payout Phases,
- . the amount and timing of your purchase payments and withdrawals,
- . the programs you want to use to invest or withdraw money,
- . the income payment plan(s) you want to use to receive retirement income,
- . the Annuitant (either yourself or someone else) on whose life the income payments will be based,
- . the Beneficiary or Beneficiaries who will receive the benefits that the Contract provides when the last surviving Contract Owner or the Annuitant dies, and
- . any other rights that the Contract provides, including restricting income payments to Beneficiaries.

If you die, any surviving joint Contract Owner or, if none, the Beneficiary may exercise the rights and privileges provided to them by the Contract. If the sole surviving Contract Owner dies after the Payout Start Date, the Primary Beneficiary will receive any guaranteed income payments scheduled to continue.

If the Annuitant dies prior to the Payout Start Date and the Contract Owner is a grantor trust not established by a business, the new Contract Owner will be the Beneficiary(ies).

The Contract cannot be jointly owned by both a non-living person and a living person unless the Contract Owner(s) assumed ownership of the Contract as a Beneficiary(ies). The maximum age of any Contract Owner on the date we receive the completed application for each Contract is 90.

If you select the Enhanced Beneficiary Protection (MAV) Option, the Enhanced Beneficiary Protection (Annual Increase) Option, or the Earnings Protection Death Benefit Option, the maximum age of any Contract Owner on the Rider Application Date is currently age 79. If you select the Spousal Protection Benefit (Co-Annuitant) Option or the Spousal Protection Benefit (Co-Annuitant) Option for Custodial Individual Retirement Accounts (CSP), the maximum age of any Contract Owner or beneficial owner for CSP on the Rider Application Date is currently age 90. If you select the SureIncome Plus Withdrawal Benefit Option, the maximum age of any Contract Owner on the Rider Application Date is age 85. If you select the SureIncome For Life Withdrawal Benefit Option, the minimum and maximum ages of the oldest Contract Owner (oldest annuitant if Contract Owner is a non-living person) on the Rider Application Date are ages 50 and 79, respectively.

The Contract can also be purchased as an IRA or TSA (also known as a 403(b)). The endorsements required to qualify these annuities under the Internal Revenue Code of 1986, as amended, ("Code") may limit or modify your rights and privileges under the Contract. We use the term "QUALIFIED CONTRACT" to refer to a Contract issued as an IRA, 403(b), or with a Qualified Plan.

Except for certain retirement plans, you may change the Contract Owner at any time by written notice in a form satisfactory to us. Until we receive your written notice to change the Contract Owner, we are entitled to rely on the most recent information in our files. We will provide a change of ownership form to be signed by you and filed with us. Once we accept the change, the change will take effect as of the date you signed the request. We will not be liable for any payment or settlement made prior to accepting the change. Accordingly, if you wish to change the Contract Owner, you should deliver your written notice to us promptly. Each change is subject to any payment we make or other action we take before we accept it. Changing ownership of this Contract may cause adverse tax consequences and may not be allowed under Qualified Plans. Please consult with a competent tax



advisor prior to making a request for a change of Contract Owner.

ANNUITANT

The Annuitant is the individual whose age determines the latest Payout Start Date and whose life determines the amount and duration of income payments (other than under Income Plan 3). You may not change the Annuitant at any time. You may designate a joint Annuitant, who is a second person on whose life income payments depend, at the time you select an Income Plan. Additional restrictions may apply in the case of Qualified Plans. The maximum age of the Annuitant on the date we receive the completed application for each Contract is age 90.

If you select the Enhanced Beneficiary Protection (MAV) Death Benefit Option, Enhanced Beneficiary Protection (Annual Increase) Option or the Earnings Protection Death Benefit Option, the maximum age of any Annuitant on the Rider Application Date is age 79.

If you select the Spousal Protection Benefit (Co-Annuitant) Option, the maximum age of any Annuitant on the Rider Application Date is age 90.

If you select the Spousal Protection Benefit (Co-Annuitant) Option for Custodial Individual Retirement Accounts, the maximum age of any Annuitant on the Rider Application Date is age 90.

If you select the Income Protection Benefit Option, the oldest Annuitant and joint Annuitant (if applicable) must be age 75 or younger on the Payout Start Date.

If you select the SureIncome Plus Withdrawal Benefit Option, the maximum age of any Annuitant on the Rider Application Date is age 85. If you select the SureIncome For Life Withdrawal Benefit Option, the minimum and maximum ages of the oldest annuitant, if the Contract Owner is a non-living person, on the Rider Application Date are ages 50 and 79, respectively.

If you select an Income Plan that depends on the Annuitant or a joint Annuitant's life, we may require proof of age and sex before income payments begin and proof that the Annuitant or joint Annuitant is still alive before we make each payment.

CO-ANNUITANT

SPOUSAL PROTECTION BENEFIT (CO-ANNUITANT) OPTION

Contract Owners of IRA Contracts that meet the following conditions and that elect the Spousal Protection Benefit Option may name their spouse as a Co-Annuitant:

- . the individually owned Contract must be either a traditional, Roth, or Simplified Employee Pension IRA;
- . the Contract Owner must be age 90 or younger on the Rider Application Date;
- . the Co-Annuitant must be age 79 or younger on the Rider Application Date; and
- . the Co-Annuitant must be the sole Primary Beneficiary under the Contract.

Under the Spousal Protection Benefit (Co-Annuitant) Option, the Co-Annuitant will be considered to be an Annuitant during the Accumulation Phase, except the Co-Annuitant will not be considered to be an Annuitant for purposes of determining the Payout Start Date or upon the death of the Co-Annuitant. You may change the Co-Annuitant to a new spouse only if you provide proof of remarriage in a form satisfactory to us. At any time, there may only be one Co-Annuitant under your Contract. See "Spousal Protection Benefit Option and Death of Co-Annuitant" for more information.

SPOUSAL PROTECTION BENEFIT (CO-ANNUITANT) OPTION FOR CUSTODIAL INDIVIDUAL RETIREMENT ACCOUNTS.

Contracts that meet the following conditions and that elect the Spousal Protection Benefit (Co-Annuitant) Option for Custodial Individual Retirement Accounts may name the spouse of the Annuitant as a Co-Annuitant:

- . the beneficially owned Contract must be a Custodial traditional IRA, Custodial Roth IRA, or a Custodial Simplified Employee Pension IRA;
- . the Annuitant must be the beneficial owner of the Custodial traditional IRA, Custodial Roth IRA, or Custodial Simplified Employee Pension IRA;
- . the Co-Annuitant must be the legal spouse of the Annuitant and only one Co-Annuitant may be named;
- . the Co-Annuitant must be the sole beneficiary of the Custodial traditional IRA, Custodial Roth IRA, or the Custodial Simplified Employee Pension IRA;
- . the Annuitant must be age 90 or younger on the Rider Application Date; and
- . the Co-Annuitant must be age 79 or younger on the Rider Application Date.

Under the Spousal Protection Benefit (Co-Annuitant) Option for Custodial Individual Retirement Accounts, the Co-Annuitant will be considered to be an Annuitant during the Accumulation Phase, except the Co-Annuitant will not be considered to be an Annuitant for purposes of determining the Payout Start Date or upon the death of the Co-Annuitant. The Co-Annuitant is not considered the beneficial owner of the Custodial Traditional IRA, Custodial Roth IRA, or the Custodial Simplified Employee Pension IRA. See "Spousal Protection Benefit (Co-Annuitant) Option for Custodial Individual Retirement Accounts and Death of Co-Annuitant" for more information.

BENEFICIARY

You may name one or more Primary and Contingent Beneficiaries when you apply for a Contract. The Primary Beneficiary is the person who may, in accordance with the terms of the Contract, elect to receive the death settlement ("DEATH PROCEEDS") or become the new

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Contract Owner pursuant to the Contract if the sole surviving Contract Owner dies before the Payout Start Date. A Contingent Beneficiary is the person selected by the Contract Owner who will exercise the rights of the Primary Beneficiary if all named Primary Beneficiaries die before the death of the sole surviving Contract Owner.

You may change or add Beneficiaries at any time, unless you have designated an irrevocable Beneficiary. We will provide a change of Beneficiary form to be signed by you and filed with us. After we accept the form, the change of Beneficiary will be effective as of the date you signed the form. Until we accept your written notice to change a Beneficiary, we are entitled to rely on the most recent Beneficiary information in our files. We will not be liable for any payment or settlement made prior to accepting the change. Accordingly, if you wish to change your Beneficiary, you should deliver your written notice to us promptly. Each Beneficiary change is subject to any payment made by us or any other action we take before we accept the change.

You may restrict income payments to Beneficiaries by providing us with a written request. Once we accept the written request, the restriction will take effect as of the date you signed the request. Any restriction is subject to any payment made by us or any other action we take before we accept the request.

If you did not name a Beneficiary or, unless otherwise provided in the Beneficiary designation, if a named Beneficiary is no longer living and there are no other surviving Primary or Contingent Beneficiaries when the sole surviving Contract Owner dies, the new Beneficiary will be:

- . your spouse or, if he or she is no longer alive,
- . your surviving children equally, or if you have no surviving children,
- . your estate.

If more than one Beneficiary survives you (or the Annuitant, if the Contract Owner is a grantor trust), we will divide the Death Proceeds among the surviving Beneficiaries according to your most recent written instructions. If you have not given us written instructions in a form satisfactory to us, we will pay the Death Proceeds in equal amounts to the surviving Beneficiaries. If there is more than one Beneficiary in a class (e.g., more than one Primary Beneficiary) and one of the Beneficiaries predeceases the Contract Owner (the Annuitant if the Contract Owner is a grantor trust), the remaining Beneficiaries in that class will divide the deceased Beneficiary's share in proportion to the original share of the remaining Beneficiaries.

For purposes of this Contract, in determining whether a living person, including a Contract Owner, Primary Beneficiary, Contingent Beneficiary, or Annuitant ("Living Person A") has survived another living person, including a Contract Owner, Primary Beneficiary, Contingent Beneficiary, or Annuitant ("Living Person B"), Living Person A must survive Living Person B by at least 24 hours.

Otherwise, Living Person A will be conclusively deemed to have predeceased Living Person B.

Where there are multiple Beneficiaries, we will only value the Death Proceeds at the time the first Beneficiary submits the necessary documentation in good order. Any Death Proceeds amounts attributable to any Beneficiary which remain in the Variable Sub-Accounts are subject to investment risk. If there is more than one Beneficiary taking shares of the Death Proceeds, each Beneficiary will be treated as a separate and independent owner of his or her respective share of the Death Proceeds. Each Beneficiary will exercise all rights related to his or her share of the Death Proceeds, including the sole right to select a death settlement option, subject to any restrictions previously placed upon the Beneficiary. Each Beneficiary may designate a Beneficiary(ies) for his or her respective share, but that designated Beneficiary(ies) will be restricted to the death settlement option chosen by the original Beneficiary.

If there is more than one Beneficiary and one of the Beneficiaries is a corporation, trust or other non-living person, all Beneficiaries will be considered to be non-living persons.

MODIFICATION OF THE CONTRACT

Only an Allstate Life officer may approve a change in or waive any provision of the Contract. Any change or waiver must be in writing. None of our agents has the authority to change or waive the provisions of the Contract. We may not change the terms of the Contract without your consent, except to conform the Contract to applicable law or changes in the law. If a provision of the Contract is inconsistent with state law, we will follow state law.

ASSIGNMENT

You may not assign an interest in this Contract as collateral or security for a loan. However, you may assign periodic income payments under this Contract prior to the Payout Start Date. No Beneficiary may assign benefits under the Contract until they are due. We will not be bound by any assignment until the assignor signs it and files it with us. We are not responsible for the validity of any assignment. Federal law prohibits or restricts the assignment of benefits under many types of retirement plans and the terms of such plans may themselves contain restrictions on assignments. An assignment may also result in taxes or tax penalties. YOU SHOULD CONSULT WITH AN ATTORNEY BEFORE TRYING TO ASSIGN PERIODIC INCOME PAYMENTS UNDER YOUR CONTRACT.

PURCHASES

MINIMUM PURCHASE PAYMENTS

The minimum initial purchase payment for Non- Qualified Contracts is \$10,000, (\$2,000 for Contracts issued with an IRA or TSA). All subsequent purchase payments under a Contract must be \$1,000 or more (\$50 for automatic payments). You may make purchase payments at any time prior to the Payout Start Date; however, additional payments may be limited in some states. Please consult with your representative for details. The total amount of purchase payments we will accept for each Contract without our prior approval is \$1,000,000. We reserve the right to accept a lesser initial purchase payment amount or lesser subsequent purchase payment amounts. We reserve the right to limit the availability of the investment alternatives for additional investments. We also reserve the right to reject any application.

AUTOMATIC ADDITIONS PROGRAM

You may make subsequent purchase payments of \$50 or more per month by automatically transferring money from your bank account. Please consult with your sales representative for detailed information. The AUTOMATIC ADDITIONS PROGRAM is not available for making purchase payments into the Dollar Cost Averaging Fixed Account Option.

ALLOCATION OF PURCHASE PAYMENTS

At the time you apply for a Contract, you must decide how to allocate your purchase payment among the investment alternatives. The allocation you specify on your application will be effective immediately. All allocations must be in whole percents that total 100% or in whole dollars. You can change your allocations by calling us at 1-800-203-0068.

We will allocate your purchase payments to the investment alternatives according to your most recent instructions on file with us. Unless you notify us otherwise, we will allocate subsequent purchase payments according to the allocation for the previous purchase payment. We will effect any change in allocation instructions at the time we receive written notice of the change in good order.

We will credit the initial purchase payment that accompanies your completed application to your Contract within 2 business days after we receive the payment at our home office. If your application is incomplete, we will ask you to complete your application within 5 business days. If you do so, we will credit your initial purchase payment to your Contract within that 5 business day period. If you do not, we will return your purchase payment at the end of the 5 business day period unless you expressly allow us to hold it until you complete the application. We will credit subsequent purchase payments to the Contract at the close of the business day on which we receive the purchase payment at our home office.

We use the term "business day" to refer to each day Monday through Friday that the New York Stock Exchange is open for business. We also refer to these days as "Valuation Dates." Our business day closes when the New York Stock Exchange closes for regular trading, usually 4:00 p.m. Eastern Time (3:00 p.m. Central Time). If we receive your purchase payment after 3:00 p.m. Central Time on any Valuation Date, we will credit your purchase payment using the Accumulation Unit Values computed on the next Valuation Date.

TRIAL EXAMINATION PERIOD

You may cancel your Contract by providing us with written notice within the Trial Examination Period, which is the 20 day period after you receive the Contract, or such longer period that your state may require. If you exercise this "RIGHT TO CANCEL," the Contract terminates and we will pay you the full amount of your purchase payments allocated to the Fixed Account. We also will return your purchase payments allocated to the Variable Account adjusted, to the extent federal or state law permits, to reflect investment gain or loss, including the deduction of mortality and expense risk charges and administrative expense charges, that occurred from the date of allocation through the date of cancellation. If your Contract is qualified under Code Section 408(b), we will refund the greater of any purchase payments or the Contract Value.

We reserve the right to allocate your purchase payments to the Putnam VT Money Market - Class IB Sub-Account during the Trial Examination Period.

For Contracts purchased in California by persons age 60 and older, you may elect to defer until the end of the Trial Examination Period allocation of your purchase payment to the Variable Sub-Accounts. Unless you instruct otherwise, upon making this election, your purchase payment will be allocated to the Putnam VT Money Market - Class IB Sub-Account. On the next Valuation Date, 40 days after the Issue Date, your Contract Value will then be reallocated in accordance with your most recent investment allocation instructions.

State laws vary and may require a different period, other variations or adjustments. Please refer to your Contract for state specific information.

CONTRACT VALUE

On the Issue Date, the Contract Value is equal to your initial purchase payment.

Thereafter, your Contract Value at any time during the Accumulation Phase is equal to the sum of the value of your Accumulation Units in the Variable Sub-Accounts you have selected, plus your value in the Fixed Account Option(s) offered by your Contract.

ACCUMULATION UNITS

To determine the number of Accumulation Units of each Variable Sub-Account to allocate to your Contract, we divide (i) the amount of the purchase payment or transfer you have allocated to a Variable Sub-Account by (ii) the Accumulation Unit Value of that Variable Sub-Account next computed after we receive your payment or transfer. For example, if we receive a \$10,000 purchase payment allocated to a Variable Sub-Account when the Accumulation Unit Value for the Sub-Account is \$10, we would credit 1,000 Accumulation Units of that Variable Sub-Account to your Contract. Withdrawals and transfers from a Variable Sub-Account would, of course, reduce the number of Accumulation Units of that Sub-Account allocated to your Contract.

ACCUMULATION UNIT VALUE

As a general matter, the Accumulation Unit Value for each Variable Sub-Account for each Contract will rise or fall to reflect:

- . changes in the share price of the Portfolio in which the Variable Sub-Account invests, and
- . the deduction of amounts reflecting the mortality and expense risk charge, administrative expense charge, and any provision for taxes that have accrued since we last calculated the Accumulation Unit Value.

We determine any applicable withdrawal charges, Rider Fees (if applicable), transfer fees, and contract maintenance charges separately for each Contract. They do not affect the Accumulation Unit Value. Instead, we obtain payment of those charges and fees by redeeming Accumulation Units. For details on how we compute Accumulation Unit Values, please refer to the Statement of Additional Information.

We determine a separate Accumulation Unit Value for each Variable Sub-Account for each Contract on each Valuation Date. We also determine a separate set of Accumulation Unit Values that reflect the cost of each optional benefit, or available combination thereof, offered under the Contract.

YOU SHOULD REFER TO THE PROSPECTUSES FOR THE FUNDS FOR A DESCRIPTION OF HOW THE ASSETS OF EACH PORTFOLIO ARE VALUED, SINCE THAT DETERMINATION DIRECTLY BEARS ON THE ACCUMULATION UNIT VALUE OF THE CORRESPONDING VARIABLE SUB-ACCOUNT AND, THEREFORE, YOUR CONTRACT VALUE.

TRUERETURN(SM) ACCUMULATION BENEFIT OPTION

We offer the TrueReturn(SM) Accumulation Benefit Option, which is available for an additional fee. The TrueReturn Option guarantees a minimum Contract Value on the "RIDER MATURITY DATE." The Rider Maturity Date is determined by the length of the Rider Period which you select. The Option provides no minimum Contract Value if the Option terminates before the Rider Maturity Date. See "Termination of the TrueReturn Option" below for details on termination.

The TrueReturn Option is available at issue of the Contract, or may be added later, subject to availability and issue requirements. You may not add the TrueReturn Option to your Contract after Contract issue without our prior approval if your Contract Value is greater than \$1,000,000 at the time you choose to add the TrueReturn Option. Currently, you may have only one TrueReturn Option in effect on your Contract at one time. You may only have one of the following in effect on your Contract at the same time: a TrueReturn Option, a Retirement Income Guarantee Option or a Withdrawal Benefit Option. The TrueReturn Option has no maximum issue age, however the Rider Maturity Date must occur before the latest Payout Start Date, which is the later of the Annuitant's 99th birthday or the 10th Contract Anniversary. Once added to your Contract, the TrueReturn Option may be cancelled at any time on or after the 5th Rider Anniversary by notifying us in writing in a form satisfactory to us.

The "RIDER ANNIVERSARY" is the anniversary of the Rider Date. We reserve the right to extend the date on which the TrueReturn Option may be cancelled to up to the 10th Rider Anniversary at any time in our sole discretion. Any change we make will not apply to a TrueReturn Option that was added to your Contract prior to the implementation date of the change.

When you add the TrueReturn Option to your Contract, you must select a Rider Period and a Guarantee Option. The Rider Period and Guarantee Option you select determine the AB Factor, which is used to determine the Accumulation Benefit, described below. The "RIDER PERIOD" begins on the Rider Date and ends on the Rider Maturity Date. The "RIDER DATE" is the date the TrueReturn Option was made a part of your Contract. We currently offer Rider Periods ranging from 8 to 20 years depending on the Guarantee Option you select. You may select any Rider Period from among those we currently offer, provided the Rider Maturity Date occurs prior to the latest Payout Start Date. We reserve the right to offer additional Rider Periods in the future, and to discontinue offering any of the Rider Periods at any time. Each Model Portfolio Option available under a Guarantee Option has specific investment requirements that are described in the "Investment Requirements" section below and may depend upon the Rider Date of your TrueReturn Option. We reserve the right to offer additional Guarantee Options in the future, and to discontinue offering any of the Guarantee Options at any time. After the Rider Date, the Rider Period and Guarantee Option may not be changed.

The TrueReturn Option may not be available in all states. We may discontinue offering the TrueReturn Option at any time to new Contract Owners and to existing Contract Owners who did not elect the Option prior to the date of discontinuance.

ACCUMULATION BENEFIT.

On the Rider Maturity Date, if the Accumulation Benefit is greater than the Contract Value, then the Contract Value will be increased to equal the Accumulation Benefit. The excess amount of any such increase will be allocated to the Putnam VT Money Market Variable Sub-Account. You may transfer the excess amount out of the Putnam VT Money Market Variable Sub-Account and into another investment alternative at any time thereafter. However, each transfer you make will count against the 12 transfers you can make each Contract Year without paying a transfer fee. Prior to the Rider Maturity Date, the Accumulation Benefit will not be available as a Contract Value, Settlement Value, or Death Proceeds. Additionally, we will not pay an Accumulation Benefit if the TrueReturn Option is terminated for any reason prior to the Rider Maturity Date. After the Rider Maturity Date, the TrueReturn Option provides no additional benefit.

The "ACCUMULATION BENEFIT" is equal to the Benefit Base multiplied by the AB Factor. The "AB FACTOR" is determined by the Rider Period and Guarantee Option you selected as of the Rider Date. The following table shows the AB Factors available for the Rider Periods and Guarantee Options we currently offer.

AB FACTORS		
RIDER PERIOD (NUMBER OF YEARS)	GUARANTEE OPTION 1	GUARANTEE OPTION 2
8	100.0%	NA
9	112.5%	NA
10	125.0%	100.0%
11	137.5%	110.0%
12	150.0%	120.0%
13	162.5%	130.0%
14	175.0%	140.0%
15	187.5%	150.0%
16	200.0%	160.0%
17	212.5%	170.0%
18	225.0%	180.0%
19	237.5%	190.0%
20	250.0%	200.0%

The following examples illustrate the Accumulation Benefit calculations under Guarantee Options 1 and 2 on the Rider Maturity Date. For the purpose of illustrating the Accumulation Benefit calculation, the examples assume the Benefit Base is the same on the Rider Date and the Rider Maturity Date.

Example 1: Guarantee Option 1

Guarantee Option: 1
 Rider Period: 15
 AB Factor: 187.5%
 Rider Date: 1/2/04
 Rider Maturity Date: 1/2/19
 Benefit Base on Rider Date: \$50,000
 Benefit Base on rider Maturity Date: \$50,000

On the Rider Maturity Date (1/2/19):

Accumulation Benefit = Benefit Base on Rider Maturity Date X AB Factor
 = \$50,000 X 187.5%
 = \$93,750

Example 2: Guarantee Option 2

Guarantee Option: 2
 Rider Period: 15
 AB Factor: 150.0%
 Rider Date: 1/2/04
 Rider Maturity Date: 1/2/19
 Benefit Base on Rider Date: \$50,000
 Benefit Base on rider Maturity Date: \$50,000

On the Rider Maturity Date (1/2/19):
 Accumulation Benefit = Benefit Base on Rider Maturity
 Date X AB Factor
 = \$50,000 X 150.0%

= \$75,000

Guarantee Option 1 offers a higher AB Factor and more rider periods than Guarantee Option 2. Guarantee Option 1 and Guarantee Option 2 have different investment restrictions. See "Investment Requirements" below for more information.

BENEFIT BASE.

The Benefit Base is used solely for purposes of determining the Rider Fee and the Accumulation Benefit. The Benefit Base is not available as a Contract Value, Settlement Value, or Death Proceeds. On the Rider Date, the "Benefit Base" is equal to the Contract Value. After the Rider Date, the Benefit Base will be recalculated for purchase payments and withdrawals as follows:

. The Benefit Base will be increased by purchase payments made prior to or on the first Contract Anniversary following the Rider Date. Subject to the terms and conditions of your Contract, you may add purchase payments after this date, but they will not be included in the calculation of the Benefit Base.

THEREFORE, IF YOU PLAN TO MAKE PURCHASE PAYMENTS AFTER THE FIRST CONTRACT ANNIVERSARY FOLLOWING THE RIDER DATE, YOU SHOULD CONSIDER CAREFULLY WHETHER THIS OPTION IS APPROPRIATE FOR YOUR NEEDS.

. The Benefit Base will be decreased by a Withdrawal Adjustment for each withdrawal you make. The

Withdrawal Adjustment is equal to (a) divided by (b), with the result multiplied by (c), where:

(a) = the withdrawal amount;

(b) = the Contract Value immediately prior to the withdrawal; and

(c) = the Benefit Base immediately prior to the withdrawal.

Withdrawals taken prior to annuitization (referred to in this prospectus as the Payout Phase) are generally considered to come from the earnings in the Contract first. If the Contract is tax-qualified, generally all withdrawals are treated as distributions of earnings. Withdrawals of earnings are taxed as ordinary income and, if taken prior to age 59 1/2, may be subject to an additional 10% federal tax penalty. A withdrawal charge also may apply. See Appendix G for numerical examples that illustrate how the Withdrawal Adjustment is applied.

The Benefit Base will never be less than zero.

INVESTMENT REQUIREMENTS.

If you add the TrueReturn Option to your Contract, you must adhere to certain requirements related to the investment alternatives in which you may invest during the Rider Period. The specific requirements will depend on the model portfolio option ("Model Portfolio Option") you have selected and the effective date of your TrueReturn Option. These requirements are described below in more detail. These requirements may include, but are not limited to, maximum investment limits on certain Variable Sub-Accounts or on certain Fixed Account Options, exclusion of certain Variable Sub-Accounts or of certain Fixed Account Options, required minimum allocations to certain Variable Sub-Accounts, and restrictions on transfers to or from certain investment alternatives. We may also require that you use the Automatic Portfolio Rebalancing Program. We may change the specific requirements that are applicable to a Guarantee Option or a Model Portfolio Option available under a Guarantee Option at any time in our sole discretion. Any changes we make will not apply to a TrueReturn Option that was made a part of your Contract prior to the implementation date of the change, except for changes made due to a change in investment alternatives available under the Contract. Any changes we make will apply to a new TrueReturn Option elected subsequent to the change pursuant to the Rider Trade-In Option.

When you add the TrueReturn Option to your Contract, you must allocate your entire Contract Value as follows:

(1) to a Model Portfolio Option available with the Guarantee Option you selected, as defined below; or

(2) to the DCA Fixed Account Option and then transfer all purchase payments and interest according to a Model Portfolio Option available with the Guarantee Option you selected; or

(3) to a combination of (1) and (2) above.

For (2) and (3) above, the requirements for the DCA Fixed Account Option must be met. See the "Dollar Cost Averaging Fixed Account Option" section of this prospectus for more information.

On the Rider Date, you must select only one of the Model Portfolio Options in which to allocate your Contract Value. We currently offer one Model Portfolio Option with each of the available Guarantee Options. The Model Portfolio Options that are available under Guarantee Options may differ depending upon the effective date of your TrueReturn Option. Please refer to the Model Portfolio Option 1, Model Portfolio Option 2, and Fidelity VIP Freedom Funds Model Portfolio Options sections below for more details. We may add Model Portfolio Options in the future. In addition, if the investment alternatives available under the Contract change, we may revise the Model Portfolio Options. The following table summarizes the Model Portfolio Option currently available for use with each Guarantee Period under the TrueReturn Option:

GUARANTEE OPTION 1

GUARANTEE OPTION 2

*Model Portfolio Option 1	*Model Portfolio Option 2
*Fidelity VIP Freedom Income Fund Model Portfolio Option	*Fidelity VIP Freedom Income Fund
*Fidelity VIP Freedom 2010 Fund Model Portfolio Option	Model Portfolio Option
	*Fidelity VIP Freedom 2010 Fund
	Model Portfolio Option
	*Fidelity VIP Freedom 2020 Fund
	Model Portfolio Option
	*Fidelity VIP Freedom 2030 Fund
	Model Portfolio Option

* NOTE: FIDELITY VIP FREEDOM FUNDS MODEL PORTFOLIO OPTIONS ARE AVAILABLE AS MODEL PORTFOLIO OPTIONS UNDER GUARANTEE OPTION 1 AND GUARANTEE OPTION 2 (RIDER DATE PRIOR TO OCTOBER 1, 2004). FOR GUARANTEE OPTION 2 (RIDER DATE ON OR AFTER OCTOBER 1, 2004), THE FIDELITY VIP FREEDOM FUNDS ARE PART OF THE AVAILABLE VARIABLE SUB-ACCOUNTS LISTED UNDER MODEL PORTFOLIO OPTION 2. PLEASE NOTE THAT ONLY CERTAIN FIDELITY VIP FREEDOM FUNDS MODEL PORTFOLIO OPTIONS ARE AVAILABLE WITH YOUR TRUERETURN OPTION AS SUMMARIZED IN THE TABLE ABOVE.

You may not allocate any of your Contract Value to the Standard Fixed Account Option or to the MVA Fixed Account Option. You must transfer any portion of your Contract Value that is allocated to the Standard Fixed Account Option or to the MVA Fixed Account Option to the Variable Sub-Accounts prior to adding the TrueReturn Option to your Contract. Transfers from the MVA Fixed Account Option may be subject to a Market Value Adjustment. You may allocate any portion of your purchase payments to the DCA Fixed Account Option on the Rider Date, provided the DCA Fixed Account Option is available with your Contract and in your state. See the "Dollar Cost Averaging Fixed Account Option" section of this prospectus for more information. We use the term

"Transfer Period Account" to refer to each purchase payment allocation made to the DCA Fixed Account Option for a specified term length. At the expiration of a Transfer Period Account any remaining amounts in the Transfer Period Account will be transferred to the Variable Sub-Accounts according to the percentage allocations for the Model Portfolio you selected.

Any subsequent purchase payments made to your Contract will be allocated to the Variable Sub-Accounts according to your most recent instructions on file with us. You must comply with any required percentage allocations for the Model Portfolio Option you have selected. You may also request that purchase payments be allocated to the DCA Fixed Account Option. Purchase payments allocated to the DCA Fixed Account Option must be \$100 or more. Any withdrawals you request will reduce your Contract Value invested in each of the investment alternatives on a pro rata basis in the proportion that your Contract Value in each bears to your total Contract Value in all Variable Sub-Accounts, unless you request otherwise.

MODEL PORTFOLIO OPTION 1.

If you choose or transfer your entire Contract Value into Model Portfolio Option 1 under Guarantee Option 1, you must allocate a certain percentage of your Contract Value into each of three asset categories. Please note that certain investment alternatives are not available under Model Portfolio Option 1. You may choose the Variable Sub-Accounts in which you want to invest, provided you maintain the percentage allocation requirements for each category. You may also make transfers among the Variable Sub-Accounts within each category at any time, provided you maintain the percentage allocation requirements for each category. However, each transfer you make will count against the 12 transfers you can make each Contract Year without paying a transfer fee.

Effective October 1, 2004, certain Variable Sub-Accounts under Model Portfolio 1 were reclassified into different asset categories. These changes apply to TrueReturn Options effective prior to and on or after October 1, 2004. The following table describes the percentage allocation requirements for Model Portfolio Option 1 and Variable Sub-Accounts available under each category (1, 4):

MODEL PORTFOLIO OPTION 1

20% Category A

50% Category B

30% Category C

0% Category D

CATEGORY A

Putnam VT Money Market - Class IB Sub-Account Van Kampen LIT Money Market, Class II Sub-Account

CATEGORY B

FTVIP Franklin U.S. Government - Class 2 Sub-Account Lord Abbett Series - Bond-Debenture Sub-Account Oppenheimer Core Bond/VA - Service Shares Sub-Account Oppenheimer High Income/VA - Service Shares Sub-Account Oppenheimer Strategic Bond/VA - Service Shares Sub-Account Putnam VT High Yield - Class IB Sub-Account Putnam VT Income - Class IB Sub-Account

Van Kampen UIF Emerging Markets Debt, Class II Sub-Account (2) Van Kampen UIF U.S. Real Estate, Class II Sub-Account (2)

CATEGORY C

Fidelity VIP Contrafund(R) - Service Class 2 Sub-Account Fidelity VIP Index 500 - Service Class 2 Sub-Account Fidelity VIP Mid Cap - Service Class 2 Sub-Account FTVIP Franklin Growth and Income Securities - Class 2 Sub-Account FTVIP Franklin Income Securities - Class 2 Sub-Account FTVIP Franklin Large Cap Growth Securities - Class 2 Sub-Account FTVIP Franklin Small Cap Value Securities - Class 2 Sub-Account FTVIP Mutual Discovery Securities - Class 2 Sub-Account FTVIP Mutual Shares Securities - Class 2 Sub-Account FTVIP Templeton Developing Markets Securities - Class 2 Sub-Account FTVIP Templeton Foreign Securities - Class 2 Sub-Account Lord Abbett Series - All Value Sub-Account Lord Abbett Series - Growth and Income Sub-Account Lord Abbett Series - Growth Opportunities Sub-Account Lord Abbett Series - Mid-Cap Value Sub-Account Oppenheimer Balanced/VA - Service Shares Sub-Account Oppenheimer Capital Appreciation/VA - Service Shares Sub-Account Oppenheimer Main Street(R)/VA - Service Shares Sub-Account Oppenheimer Main Street Small Cap(R)/VA - Service Shares Sub-Account Oppenheimer MidCap/VA - Service Shares Sub-Account

Putnam VT The George Putnam Fund of Boston - Class IB Sub-Account Putnam VT Global Asset Allocation - Class IB Sub-Account Putnam VT Growth and Income - Class IB Sub-Account Putnam VT International Equity - Class IB Sub-Account Putnam VT Investors - Class IB Sub-Account Putnam VT New Value - Class IB Sub-Account Putnam VT Research - Class IB Sub-Account (1) Putnam VT Utilities Growth and Income - Class IB Sub-Account (1) Putnam VT Voyager - Class IB Sub-Account STI Classic Capital Appreciation Sub-Account (3) STI Classic Large Cap Relative Value Sub-Account (3) STI Classic Small Cap Value Equity Sub-Account STI Classic Large Cap Value Equity Sub-Account Van Kampen LIT Comstock, Class II Sub-Account Van Kampen LIT Strategic Growth, Class II Sub-Account Van Kampen LIT Growth and Income, Class II Sub-Account Van Kampen UIF Equity and Income, Class II Sub-Account (2) Van Kampen UIF Global Franchise, Class II Sub-Account (2) Van Kampen UIF Mid Cap Growth, Class II Sub-Account (2) Van Kampen UIF U.S. Mid Cap Value, Class II Sub-Account (2)

CATEGORY D

(VARIABLE SUB-ACCOUNTS NOT AVAILABLE UNDER MODEL PORTFOLIO OPTION 1)

Fidelity VIP Freedom Income - Service Class 2 Sub-Account Fidelity VIP Freedom 2010 - Service Class 2 Sub-Account Fidelity VIP Freedom 2020 - Service Class 2 Sub-Account Fidelity VIP Freedom 2030 - Service Class 2 Sub-Account Fidelity VIP Growth Stock - Service Class 2 Sub-Account Oppenheimer Global Securities/VA - Service Shares Sub-Account Putnam VT Health Sciences - Class IB Sub-Account (1) Putnam VT New Opportunities - Class IB Sub-Account (1) Putnam VT Vista - Class IB Sub-Account

STI Classic Mid-Cap Equity Sub-Account (3) Van Kampen LIT Aggressive Growth, Class II Sub-Account (4) Van Kampen UIF Equity Growth, Class II Sub-Account (2) Van Kampen UIF Small Company Growth, Class II Sub-Account (2)

EACH CALENDAR QUARTER, WE WILL USE THE AUTOMATIC PORTFOLIO REBALANCING PROGRAM TO AUTOMATICALLY REBALANCE YOUR CONTRACT VALUE IN EACH VARIABLE SUB-ACCOUNT AND RETURN IT TO THE PERCENTAGE ALLOCATION REQUIREMENTS FOR MODEL PORTFOLIO OPTION

1. WE WILL USE THE PERCENTAGE ALLOCATIONS AS OF YOUR MOST RECENT INSTRUCTIONS.

1) Effective October 1, 2004, the following Variable Sub-Accounts closed to new investments: the Putnam VT Health Sciences - Class IB Sub-Account, the Putnam VT New Opportunities - Class IB Sub-Account, the Putnam VT Research - Class IB Sub-Account, and the Putnam VT Utilities Growth and Income - Class IB Sub-Account.*

2) Morgan Stanley Investment Management Inc., the adviser to the UIF Portfolios, does business in certain instances using the name Van Kampen.

3) Effective May 31, 2007, the STI Classic Capital Appreciation Fund, the STI Classic Large Cap Relative Value Fund, and the STI Classic Mid-Cap Equity Fund will change their names to STI Classic Large Cap Growth Stock Fund, STI Classic Large Cap Core Equity Fund, and STI Classic Mid-Cap Core Equity Fund, respectively.

4) Effective May 1, 2006, the Van Kampen LIT Aggressive Growth, Class II Sub-Account closed to new investments.*

* AS NOTED ABOVE, CERTAIN VARIABLE SUB-ACCOUNTS ARE CLOSED TO NEW INVESTMENTS. IF YOU INVESTED IN THESE VARIABLE SUB-ACCOUNTS PRIOR TO THE EFFECTIVE CLOSE DATE, YOU MAY CONTINUE YOUR INVESTMENTS. IF PRIOR TO THE EFFECTIVE CLOSE DATE, YOU ENROLLED IN ONE OF OUR AUTOMATIC TRANSACTION PROGRAMS, SUCH AS AUTOMATIC ADDITIONS, PORTFOLIO REBALANCING OR DOLLAR COST AVERAGING, WE WILL CONTINUE TO EFFECT AUTOMATIC TRANSACTIONS TO THESE VARIABLE SUB-ACCOUNTS IN ACCORDANCE WITH THAT PROGRAM. OUTSIDE OF THESE AUTOMATIC TRANSACTION PROGRAMS, ADDITIONAL ALLOCATIONS WILL NOT BE ALLOWED. IF YOU CHOOSE TO ADD THIS TRUEReturn OPTION ON OR AFTER THE EFFECTIVE CLOSE DATE, YOU MUST TRANSFER ANY PORTION OF YOUR CONTRACT VALUE THAT IS ALLOCATED TO THESE VARIABLE SUB-ACCOUNTS TO ANY OF THE REMAINING VARIABLE SUB-ACCOUNTS AVAILABLE WITH THIS TRUEReturn OPTION PRIOR TO ADDING IT TO YOUR CONTRACT.

MODEL PORTFOLIO OPTION 2.

The investment requirements under Model Portfolio Option 2 depend on the Rider Date of your TrueReturn Option.

MODEL PORTFOLIO OPTION 2 (RIDER DATE PRIOR TO OCTOBER 1, 2004)

If your TrueReturn Option Rider Date is prior to October 1, 2004 and you select Model Portfolio Option 2, you must allocate your Contract Value among four asset categories in accordance with the percentage allocation requirements set out in the table below. You may choose the Variable Sub-Accounts in which you want to invest, provided you maintain the percentage allocation requirements for each category. You may also make transfers among the Variable Sub-Accounts within each category at any time, provided you maintain the percentage allocation requirements for each category. However, each transfer you make will count against the 12 transfers you can make each Contract Year without paying a transfer fee.

The following table describes the percentage allocation requirements for Model Portfolio Option 2 (Rider Date



prior to October 1, 2004) and the Variable Sub-Accounts available under each category (1, 4):

MODEL PORTFOLIO OPTION 2

(RIDER DATE PRIOR TO OCTOBER 1, 2004)

10% Category A
20% Category B
50% Category C
20% Category D

CATEGORY A

Putnam VT Money Market - Class IB Sub-Account Van Kampen LIT Money Market, Class II Sub-Account

CATEGORY B

FTVIP Franklin U.S. Government - Class 2 Sub-Account Lord Abbett Series - Bond-Debenture Sub-Account Oppenheimer Core Bond/VA - Service Shares Sub-Account Oppenheimer High Income/VA - Service Shares Sub-Account Oppenheimer Strategic Bond/VA - Service Shares Sub-Account Putnam VT High Yield - Class IB Sub-Account Putnam VT Income - Class IB Sub-Account

Van Kampen UIF Emerging Markets Debt, Class II Sub-Account (2) Van Kampen UIF U.S. Real Estate, Class II Sub-Account (2)

CATEGORY C

Fidelity VIP Contrafund(R) - Service Class 2 Sub-Account Fidelity VIP Index 500 - Service Class 2 Sub-Account Fidelity VIP Mid Cap - Service Class 2 Sub-Account FTVIP Franklin Growth and Income Securities - Class 2 Sub-Account FTVIP Franklin Income Securities - Class 2 Sub-Account FTVIP Franklin Large Cap Growth Securities - Class 2 Sub-Account FTVIP Mutual Discovery Securities - Class 2 Sub-Account FTVIP Mutual Shares Securities - Class 2 Sub-Account Lord Abbett Series - All Value Sub-Account Lord Abbett Series - Growth and Income Sub-Account Lord Abbett Series - Growth Opportunities Sub-Account Lord Abbett Series - Mid-Cap Value Sub-Account Oppenheimer Balanced/VA - Service Shares Sub-Account Oppenheimer Main Street(R)/VA - Service Shares Sub-Account Putnam VT The George Putnam Fund of Boston - Class IB Sub-Account Putnam VT Global Asset Allocation - Class IB Sub-Account Putnam VT Growth and Income - Class IB Sub-Account Putnam VT New Value - Class IB Sub-Account Putnam VT Research - Class IB Sub-Account (1) Putnam VT Utilities Growth and Income - Class IB Sub-Account (1) STI Classic Large Cap Relative Value Sub-Account (3) STI Classic Large Cap Value Equity Sub-Account Van Kampen LIT Comstock, Class II Sub-Account Van Kampen LIT Growth and Income, Class II Sub-Account Van Kampen UIF Equity and Income, Class II Sub-Account (2) Van Kampen UIF Mid Cap Growth, Class II Sub-Account (2) Van Kampen UIF U.S. Mid Cap Value, Class II Sub-Account (2)

CATEGORY D

Fidelity VIP Growth Stock - Service Class 2 Sub-Account FTVIP Franklin Small Cap Value Securities - Class 2 Sub-Account FTVIP Templeton Developing Markets Securities - Class 2 Sub-Account FTVIP Templeton Foreign Securities - Class 2 Sub-Account Oppenheimer Capital Appreciation/VA - Service Shares Sub-Account Oppenheimer Global Securities/VA - Service Shares Sub-Account Oppenheimer Main Street Small Cap(R)/VA - Service Shares Sub-Account Oppenheimer MidCap/VA - Service Shares Sub-Account Putnam VT Health Sciences - Class IB Sub-Account (1) Putnam VT International Equity - Class IB Sub-Account Putnam VT Investors - Class IB Sub-Account Putnam VT New Opportunities - Class IB Sub-Account (1) Putnam VT Vista - Class IB Sub-Account

Putnam VT Voyager - Class IB Sub-Account STI Classic Capital Appreciation Sub-Account (3) STI Classic Mid-Cap Equity Sub-Account (3) STI Classic Small Cap Value Equity Sub-Account Van Kampen LIT Aggressive Growth, Class II Sub-Account (4) Van Kampen LIT Strategic Growth, Class II Sub-Account Van Kampen UIF Equity Growth, Class II Sub-Account (2) Van Kampen UIF Global Franchise, Class II Sub-Account (2) Van Kampen UIF Small Company Growth, Class II Sub-Account (2)

THE FOLLOWING VARIABLE SUB-ACCOUNTS ARE NOT AVAILABLE UNDER MODEL PORTFOLIO OPTION 2 (RIDER DATE PRIOR TO OCTOBER 1, 2004): FIDELITY VIP FREEDOM INCOME - SERVICE CLASS 2 SUB-ACCOUNT, FIDELITY VIP FREEDOM 2010 - SERVICE CLASS 2 SUB--

ACCOUNT, FIDELITY VIP FREEDOM 2020 - SERVICE CLASS 2 SUB-ACCOUNT AND FIDELITY VIP FREEDOM 2030 - SERVICE CLASS 2 SUB-ACCOUNT. INSTEAD, THE FIDELITY VIP FREEDOM FUNDS ARE AVAILABLE AS MODEL PORTFOLIO OPTIONS (SEE TABLE UNDER INVESTMENT REQUIREMENTS ABOVE).

EACH CALENDAR QUARTER, WE WILL USE THE AUTOMATIC PORTFOLIO REBALANCING PROGRAM TO AUTOMATICALLY REBALANCE YOUR CONTRACT VALUE IN EACH VARIABLE SUB-ACCOUNT AND RETURN IT TO THE PERCENTAGE ALLOCATION REQUIREMENTS FOR MODEL PORTFOLIO OPTION 2 (RIDER DATE PRIOR TO OCTOBER 1, 2004). WE WILL USE THE PERCENTAGE ALLOCATIONS AS OF YOUR MOST RECENT INSTRUCTIONS.

1) Effective October 1, 2004, the following Variable Sub-Accounts closed to new investments: the Putnam VT Health Sciences - Class IB Sub-Account, the Putnam VT New Opportunities - Class IB Sub-Account, the Putnam VT Research - Class IB Sub-Account, and the Putnam VT Utilities Growth and Income - Class IB Sub-Account.*

2) Morgan Stanley Investment Management Inc., the adviser to the UIF Portfolios, does business in certain instances using the name Van Kampen.

3) Effective May 31, 2007, the STI Classic Capital Appreciation Fund, the STI Classic Large Cap Relative Value Fund, and the STI Classic Mid-Cap Equity Fund will change their names to STI Classic Large Cap Growth Stock Fund, STI Classic Large Cap Core Equity Fund, and STI Classic Mid-Cap Core Equity Fund, respectively.

4) Effective May 1, 2006, the Van Kampen LIT Aggressive Growth, Class II Sub-Account closed to new investments.*

* AS NOTED ABOVE, CERTAIN VARIABLE SUB-ACCOUNTS ARE CLOSED TO NEW INVESTMENTS. IF YOU INVESTED IN THESE VARIABLE SUB-ACCOUNTS PRIOR TO THE EFFECTIVE CLOSE DATE, YOU MAY CONTINUE YOUR INVESTMENTS. IF PRIOR TO THE EFFECTIVE CLOSE DATE, YOU ENROLLED IN ONE OF OUR AUTOMATIC TRANSACTION PROGRAMS, SUCH AS AUTOMATIC ADDITIONS, PORTFOLIO REBALANCING OR DOLLAR COST AVERAGING, WE WILL CONTINUE TO EFFECT AUTOMATIC TRANSACTIONS TO THESE VARIABLE SUB-ACCOUNTS IN ACCORDANCE WITH THAT PROGRAM. OUTSIDE OF THESE AUTOMATIC TRANSACTION PROGRAMS, ADDITIONAL ALLOCATIONS WILL NOT BE ALLOWED.

MODEL PORTFOLIO OPTION 2 (RIDER DATE ON OR AFTER OCTOBER 1, 2004)

If your TrueReturn Option Rider Date is on or after October 1, 2004, and you select Model Portfolio Option 2, you may allocate your Contract Value among any of a selected group of available Variable Sub-Accounts listed below. However, you may not allocate your Contract Value among any of the excluded Variable Sub-Accounts listed below. You may choose to invest in or transfer among any of the available Variable Sub-Accounts. However, each transfer you make will count against the 12 transfers you can make each Contract Year without paying a transfer fee.

The following table lists the available and excluded Variable Sub-Accounts under Model Portfolio Option 2 (Rider Date on or after October 1, 2004)(1, 4):

MODEL PORTFOLIO OPTION 2

(RIDER DATE ON OR AFTER OCTOBER 1, 2004)

AVAILABLE

Fidelity VIP Freedom Income - Service Class 2 Sub-Account Fidelity VIP Freedom 2010 - Service Class 2 Sub-Account Fidelity VIP Freedom 2020 - Service Class 2 Sub-Account Fidelity VIP Freedom 2030 - Service Class 2 Sub-Account Fidelity VIP Contrafund(R) - Service Class 2 Sub-Account Fidelity VIP Index 500 - Service Class 2 Sub-Account Fidelity VIP Mid Cap - Service Class 2 Sub-Account FTVIP Franklin Growth and Income Securities - Class 2 Sub-Account FTVIP Franklin Income Securities - Class 2 Sub-Account FTVIP Franklin Large Cap Growth Securities - Class 2 Sub-Account FTVIP Franklin Small Cap Value Securities - Class 2 Sub-Account FTVIP Franklin U.S. Government - Class 2 Sub-Account FTVIP Mutual Discovery Securities - Class 2 Sub-Account FTVIP Mutual Shares Securities - Class 2 Sub-Account FTVIP Templeton Developing Markets Securities - Class 2 Sub-Account FTVIP Templeton Foreign Securities - Class 2 Sub-Account Lord Abbett Series - All Value Sub-Account Lord Abbett Series - Bond-Debenture Sub-Account Lord Abbett Series - Growth and Income Sub-Account Lord Abbett Series - Growth Opportunities Sub-Account Lord Abbett Series - Mid-Cap Value Sub-Account Oppenheimer Balanced/VA - Service Shares Sub-Account Oppenheimer Core Bond/VA - Service Shares Sub-Account Oppenheimer Capital Appreciation/VA - Service Shares Sub-Account Oppenheimer High Income/VA - Service Shares Sub-Account Oppenheimer Main Street(R)/VA - Service Shares Sub-Account Oppenheimer Main Street Small Cap(R)/VA - Service Shares Sub-Account Oppenheimer Strategic Bond/VA - Service Shares Sub-Account Oppenheimer MidCap/VA - Service Shares Sub-Account Putnam VT The George Putnam Fund of Boston - Class IB Sub-Account Putnam VT Global Asset Allocation - Class IB Sub-Account Putnam VT Growth and Income - Class IB Sub-Account Putnam VT High Yield - Class IB Sub-Account Putnam VT Income - Class IB Sub-Account

Putnam VT International Equity - Class IB Sub-Account Putnam VT Investors - Class IB Sub-Account Putnam VT Money Market - Class IB Sub-Account Putnam VT New Value - Class IB Sub-Account Putnam VT Voyager - Class IB Sub-Account STI Classic Capital Appreciation Sub-Account (2) STI Classic Large Cap Relative Value Sub-Account (2) STI Classic Small Cap Value Equity Sub-Account STI Classic Large Cap Value Equity Sub-Account Van Kampen LIT Comstock, Class II Sub-Account Van Kampen LIT Strategic Growth, Class II Sub-Account Van Kampen LIT Growth and Income, Class II Sub-Account Van Kampen LIT Money Market, Class II Sub-Account Van Kampen UIF Emerging Markets Debt, Class II Sub-Account (3) Van Kampen UIF Equity and Income, Class II Sub-Account (3) Van Kampen UIF Global Franchise, Class II Sub-Account (3) Van Kampen UIF Mid Cap Growth, Class II Sub-Account (3) Van Kampen UIF U.S. Mid Cap Value, Class II Sub-Account (3) Van Kampen UIF U.S. Real Estate, Class II Sub-Account (3)

EXCLUDED

Fidelity VIP Growth Stock - Service Class 2 Sub-Account Oppenheimer Global Securities/VA - Service Shares Sub-Account Putnam VT Vista - Class IB Sub-Account

STI Classic Mid-Cap Equity Sub-Account (2) Van Kampen LIT Aggressive Growth, Class II Sub-Account (4) Van Kampen UIF Equity Growth, Class II Sub-Account (3) Van Kampen UIF Small Company Growth, Class II Sub-Account (3)

1) Effective October 1, 2004, the following Variable Sub-Accounts closed to new investments: the Putnam VT Health Sciences - Class IB Sub-Account, the Putnam VT New Opportunities - Class IB Sub-Account, the Putnam VT Research - Class IB Sub-Account, and the Putnam VT Utilities Growth and Income - Class IB Sub-Account.*

2) Effective May 31, 2007, the STI Classic Capital Appreciation Fund, the STI Classic Large Cap Relative Value Fund, and the STI Classic Mid-Cap Equity Fund will change their names to STI Classic Large Cap Growth Stock Fund, STI Classic Large Cap Core Equity Fund, and STI Classic Mid-Cap Core Equity Fund, respectively.

3) Morgan Stanley Investment Management Inc., the adviser to the UIF Portfolios, does business in certain instances using the name Van Kampen.

4) Effective May 1, 2006, the Van Kampen LIT Aggressive Growth, Class II Sub-Account closed to new investments.*

* AS NOTED ABOVE, CERTAIN VARIABLE SUB-ACCOUNTS ARE CLOSED TO NEW INVESTMENTS. IF YOU INVESTED IN THESE VARIABLE SUB-ACCOUNTS PRIOR TO THE EFFECTIVE CLOSE DATE, YOU MAY CONTINUE YOUR INVESTMENTS. IF PRIOR TO THE EFFECTIVE CLOSE DATE, YOU ENROLLED IN ONE OF OUR AUTOMATIC TRANSACTION PROGRAMS, SUCH AS AUTOMATIC ADDITIONS, PORTFOLIO REBALANCING OR DOLLAR COST AVERAGING, WE WILL CONTINUE TO EFFECT AUTOMATIC TRANSACTIONS TO THESE VARIABLE SUB-ACCOUNTS IN ACCORDANCE WITH THAT PROGRAM. OUTSIDE OF THESE AUTOMATIC TRANSACTION PROGRAMS, ADDITIONAL ALLOCATIONS WILL NOT BE ALLOWED. IF YOU CHOOSE TO ADD THIS TRUEReturn OPTION ON OR AFTER THE EFFECTIVE CLOSE DATE, YOU MUST TRANSFER ANY PORTION OF YOUR CONTRACT VALUE THAT IS ALLOCATED TO THESE VARIABLE SUB-ACCOUNTS TO ANY OF THE REMAINING VARIABLE SUB-ACCOUNTS AVAILABLE WITH THIS TRUEReturn OPTION PRIOR TO ADDING IT TO YOUR CONTRACT.

CANCELLATION OF THE TRUEReturn OPTION.

You may not cancel the TrueReturn Option or make transfers, changes to your investment allocations, or changes to the Automatic Portfolio Rebalancing Program that are inconsistent with the investment restrictions applicable to your Guarantee Option and/or Model Portfolio Option prior to the 5th Rider Anniversary. Failure to comply with the investment requirements for any reason may result in the cancellation of the TrueReturn Option. On or after the 5th Rider Anniversary, we will cancel the TrueReturn Option if you make transfers, changes to your investment allocations, or changes to the Automatic Portfolio Rebalancing Program that are inconsistent with the investment requirements applicable to your Guarantee Option and/or Model Portfolio Option. We will not cancel the TrueReturn Option or make any changes to your investment allocations or to the Automatic Portfolio Rebalancing Program that are inconsistent with the investment restrictions applicable to your Guarantee Option until we receive notice from you that you wish to cancel the TrueReturn Option. No Accumulation Benefit will be paid if you cancel the Option prior to the Rider Maturity Date.

DEATH OF OWNER OR ANNUITANT.

If the Contract Owner or Annuitant dies before the Rider Maturity Date and the Contract is continued under Option D of the Death of Owner or Death of Annuitant provision of your Contract, as described on page 74 of this prospectus, then the TrueReturn Option will continue, unless the new Contract Owner elects to cancel this Option. If the TrueReturn Option is continued, it will remain in effect until terminated. If the Contract is not continued under Option D, then the TrueReturn Option will terminate on the date we receive a Complete Request for Settlement of the Death Proceeds.

RIDER TRADE-IN OPTION.

We offer a "RIDER TRADE-IN OPTION" that allows you to cancel your TrueReturn Option and immediately add a new TrueReturn Option ("NEW OPTION"), provided all of the following conditions are met:

. The trade-in must occur on or after the 5th Rider Anniversary and prior to the Rider Maturity Date. We reserve the right to extend the date at which time the trade-in may occur to up to the 10th anniversary of the Rider Date at any time in our sole discretion.

Any change we make will not apply to a TrueReturn Option that was added to your Contract prior to the implementation date of the change.

. The New Option will be made a part of your Contract on the date the existing TrueReturn Option is cancelled, provided it is cancelled for reasons other than the termination of your Contract.

. The New Option must be a TrueReturn Option that we make available for use with the Rider Trade-In Option.

. The issue requirements and terms and conditions of the New Option must be met as of the date the New Option is made a part of your Contract.

For example, if you trade-in your TrueReturn Option:

. the new Rider Fee will be based on the Rider Fee percentage applicable to a new TrueReturn Option at the time of trade-in;

- . the Benefit Base for the New Option will be based on the Contract Value as of the new Rider Date;
- . the AB Factor will be determined by the Rider Periods and Guarantee Options available with the New Option;
- . the Model Portfolio Options will be determined by the Model Portfolio Options offered with the Guarantee Options available with the New Option;
- . any waiting period for canceling the New Option will start again on the new Rider Date;
- . any waiting period for exercising the Rider Trade-In Option will start again on the new Rider Date; and
- . the terms and conditions of the Rider Trade-In Option will be according to the requirements of the New Option.

We are also making the SureIncome Plus or SureIncome For Life Withdrawal Benefit Options available at the time of your first utilization of this TrueReturn Rider Trade-In Option. We may discontinue offering these Withdrawal Benefit Options under the Rider Trade-In Option with respect to new TrueReturn Options added in the future at anytime at our discretion. If we do so, TrueReturn Options issued prior to this time will continue to have a Withdrawal Benefit Option available at the time of the first utilization of this TrueReturn Rider Trade-In Option.

You may cancel your TrueReturn Option and immediately add a new SureIncome Plus Option or a new SureIncome For Life Option, provided all of the following conditions are met:

- . The trade-in must occur on or after the 5th Rider Anniversary and prior to the Rider Maturity Date. At our discretion, we reserve the right to extend the date at which time the trade-in may occur up to the 10th anniversary of the Rider Date at any time. Any change we make will not apply to a TrueReturn Option that was added to your Contract prior to the implementation date of the change.
- . The new Withdrawal Benefit Option will be made a part of your Contract on the date the existing TrueReturn Option is cancelled, provided it is cancelled for reasons other than the termination of your Contract.
- . The new Withdrawal Benefit Option must be a Withdrawal Benefit Option that we make available for use with this Rider Trade-In Option.
- . The issue requirements and terms and conditions of the new Withdrawal Benefit Option must be met as of the date the new Withdrawal Benefit Option is made a part of your Contract. Currently, if you select the SureIncome Plus Withdrawal Benefit Option by utilizing the Rider Trade-In Option, the maximum age of any Contract Owner or Annuitant on the Rider Application Date is age 85. For other Withdrawal Benefit Options that may be selected in the future utilizing the Rider Trade-In Option, issue age requirements may differ.

You should consult with your sales representative before trading in your TrueReturn Option.

TERMINATION OF THE TRUERETURN OPTION.

The TrueReturn Option will terminate on the earliest of the following to occur:

- . on the Rider Maturity Date;
- . on the Payout Start Date;
- . on the date your Contract is terminated;
- . on the date the Option is cancelled;
- . on the date we receive a Complete Request for Settlement of the Death Proceeds; or
- . on the date the Option is replaced with a New Option under the Rider Trade-In Option.

We will not pay an Accumulation Benefit if the TrueReturn Option is terminated for any reason prior to the Rider Maturity Date.

FIDELITY VIP FREEDOM FUNDS MODEL PORTFOLIO OPTIONS.

If you choose one of the Fidelity VIP Freedom Funds Model Portfolio Options or transfer your entire Contract Value into one of the Fidelity VIP Freedom Funds Model Portfolio Options we will invest your Contract Value entirely into the Fidelity VIP Freedom Sub-Account associated with the Fidelity VIP Freedom Funds Model Portfolio Option you have currently selected. The following table lists the Fidelity VIP Freedom Sub-Account associated with each Fidelity VIP Freedom Funds Model Portfolio Option:

FIDELITY VIP FREEDOM FUNDS MODEL PORTFOLIO OPTIONS	FIDELITY VIP FREEDOM SUB-ACCOUNT
Fidelity VIP Freedom Income Fund Model Portfolio Option	Fidelity VIP Freedom Income - Service Class 2 Sub-Account
Fidelity VIP Freedom 2010 Fund Model Portfolio Option	Fidelity VIP Freedom 2010 - Service Class 2 Sub-Account
Fidelity VIP Freedom 2020 Fund Model Portfolio Option	Fidelity VIP Freedom 2020 - Service Class 2 Sub-Account

The Fidelity VIP Freedom Funds Model Portfolio Options are available as Model Portfolio Options under Guarantee Option 1 and Guarantee Option 2 (Rider Date prior to October 1, 2004). For Guarantee Option 2 (Rider Date on or after October 1, 2004), the Fidelity VIP Freedom Funds are part of the available Variable Sub-Accounts listed under Model Portfolio Option 2. Please note only certain Fidelity VIP Freedom Funds Model Portfolio Options are available with your TrueReturn Option as summarized in the table under Investment Requirements above.

31 PROSPECTUS

WITHDRAWAL BENEFIT OPTIONS

"WITHDRAWAL BENEFIT OPTIONS" is used to refer collectively to the SureIncome Withdrawal Benefit Option, the SureIncome Plus Withdrawal Benefit Option, and the SureIncome For Life Withdrawal Benefit Option. "Withdrawal Benefit Option" is used to refer to any one of the Withdrawal Benefit Options.

SUREINCOME WITHDRAWAL BENEFIT OPTION

Effective May 1, 2006, we ceased offering the SUREINCOME WITHDRAWAL BENEFIT OPTION ("SUREINCOME OPTION"), except in a limited number of states where we intend to discontinue offering the Option as soon as possible. In the states where we continue to offer the SureIncome Option, it is available for an additional fee.

The SureIncome Option provides a guaranteed withdrawal benefit that gives you the right to take limited partial withdrawals that total an amount equal to your purchase payments (subject to certain restrictions). Therefore, regardless of the subsequent fluctuations in the value of your Contract Value, you are entitled to a Benefit Payment each Benefit Year until your Benefit Base is exhausted (terms defined below).

The SureIncome Option guarantees an amount up to the "BENEFIT PAYMENT REMAINING" which will be available for withdrawal from the Contract each "BENEFIT YEAR" until the "BENEFIT BASE" (defined below) is reduced to zero. If the Contract Value is reduced to zero and the Benefit Base is still greater than zero, we will distribute an amount equal to the Benefit Base to the Contract owner as described below under the "WITHDRAWAL BENEFIT PAYOUT PHASE".

For purposes of the SureIncome Option, "withdrawal" means the gross amount of a withdrawal before any applicable charges such as withdrawal charges, fees, taxes or adjustments including any applicable Market Value Adjustments and surrender charges. Under the SureIncome Option, we do not treat a withdrawal that reduces the Contract Value to less than \$1,000 as a withdrawal of the entire Contract Value.

The "RIDER DATE" is the date the SureIncome Option was made a part of your Contract. The initial Benefit Year is the period between the Rider Date and the first Contract Anniversary after the Rider Date. Each subsequent Benefit Year is identical to the Contract Year.

In those states where currently offered, the SureIncome Option is available at issue of the Contract, or may be added later, subject to availability and issue requirements. You may not add the SureIncome Option to your Contract after Contract issue without our prior approval if your Contract Value is greater than \$1,000,000 at the time you choose to add the SureIncome Option. Currently, you may have only one Withdrawal Benefit Option (SureIncome, SureIncome Plus or SureIncome For Life) in effect on your Contract at one time. You may only have one of the following in effect on your Contract at the same time: a Withdrawal Benefit Option, a TrueReturn Option, or a Retirement Income Guarantee Option. The SureIncome Option is only available if the oldest Contract Owner and oldest Annuitant are age 85 or younger on the effective date of the Rider (the "Rider Application Date"). (The maximum age may depend on your state). The SureIncome Option is not available to be added to a Contract categorized as a Tax Sheltered Annuity as defined under Internal Revenue Code Section 403(b) at this time. We reserve the right to make the SureIncome Option available to such Contracts on a nondiscriminatory basis in the future at our discretion. Once added to your Contract, the SureIncome Option may be cancelled at any time on or after the 5th calendar year anniversary of the Rider Date by notifying us in writing in a form satisfactory to us.

In those states where the SureIncome Option is currently available, we may discontinue offering, at any time without prior notice, the Option to new Contract Owners and to existing Contract Owners who did not elect the SureIncome Option prior to the date of discontinuance.

WITHDRAWAL BENEFIT FACTOR

The "WITHDRAWAL BENEFIT FACTOR" is used to determine the "BENEFIT PAYMENT" and Benefit Payment Remaining. We currently offer a Withdrawal Benefit Factor equal to 8%. We reserve the right to make other Withdrawal Benefit Factors available in the future for new SureIncome Options and/or to eliminate the current Withdrawal Benefit Factor. Once a Withdrawal Benefit Factor has been established for a SureIncome Option, it cannot be changed after the Rider Date unless that SureIncome Option is terminated.

BENEFIT PAYMENT AND BENEFIT PAYMENT REMAINING

The Benefit Payment is the amount available at the beginning of each Benefit Year that you may withdraw during that Benefit Year. The Withdrawal Benefit Factor and the Benefit Base are used to determine your Benefit Payment. The Benefit Payment Remaining is the amount remaining after any previous withdrawals in a Benefit Year that you may withdraw without reducing your Benefit Base by more than the amount of the withdrawal and without reducing your Benefit Payment available in future Benefit Years. Please note that any purchase payments or withdrawals made on a Contract Anniversary would be applied to the Benefit Year that just ended on that Contract Anniversary.

The Benefit Payment Remaining is equal to the Benefit Payment at the beginning of each Benefit Year.

During each Benefit Year the Benefit Payment Remaining will be increased by purchase payments multiplied by the Withdrawal Benefit Factor (currently 8% for new SureIncome Options) and reduced by the amount of each withdrawal. The Benefit Payment Remaining will never be less than zero.



On the Rider Date, the Benefit Payment is equal to the greater of:

- . The Contract Value multiplied by the Withdrawal Benefit Factor (currently 8% for new SureIncome Options); or
- . The value of the Benefit Payment of the previous Withdrawal Benefit Option (attached to your Contract) which is being terminated under a rider trade-in option (see "Rider Trade-In Option" below for more information), if applicable.

After the Rider Date, the Benefit Payment will be increased by purchase payments multiplied by the Withdrawal Benefit Factor and affected by withdrawals as follows:

- . If the withdrawal is less than or equal to the Benefit Payment Remaining in effect immediately prior to the withdrawal, the Benefit Payment is unchanged.
- . If the withdrawal is greater than the Benefit Payment Remaining in effect immediately prior to the withdrawal, the Benefit Payment will be the lesser of:
 - . The Benefit Payment immediately prior to the withdrawal; or
 - . The Contract Value immediately prior to withdrawal less the amount of the withdrawal, multiplied by the Withdrawal Benefit Factor.

The Benefit Payment Remaining at the time of a withdrawal during a calendar year will be increased on a nondiscriminatory basis in order to satisfy IRS minimum distribution requirements on the Contract under which this Option has been elected. The Benefit Payment Remaining will be increased by the excess of the IRS minimum distribution required on the Contract as calculated at the end of the previous calendar year and the Benefit Payment at the end of the previous calendar year. For the purposes of this calculation, the Benefit Payment Remaining will not be increased if a Withdrawal Benefit Option was not attached to this Contract as of the end of the previous calendar year. Note that any systematic withdrawal programs designed to satisfy IRS minimum distribution requirements may need to be modified to ensure guarantees under this Option are not impacted by the withdrawals. This modification may result in uneven payment amounts throughout the year.

BENEFIT BASE

The Benefit Base is not available as a Contract Value or Settlement Value. The Benefit Base is used solely to help calculate the Rider Fee, the amount that may be withdrawn and payments that may be received under the SureIncome Option. On the Rider Date, the Benefit Base is equal to the Contract Value. After the Rider Date, the Benefit Base will be increased by purchase payments and decreased by withdrawals as follows:

- . If the withdrawal is less than or equal to the Benefit Payment Remaining in effect immediately prior to the withdrawal, the Benefit Base will be reduced by the amount of the withdrawal.
- . If the withdrawal is greater than the Benefit Payment Remaining in effect immediately prior to the withdrawal, the Benefit Base will be the lesser of:
 - . The Contract Value immediately prior to withdrawal less the amount of the withdrawal; or
 - . The Benefit Base immediately prior to withdrawal less the amount of the withdrawal.

The Benefit Base may also be reduced in other situations as detailed in the "Contract Owner and Assignment of Payments or Interest" section below.

IF THE BENEFIT BASE IS REDUCED TO ZERO, THIS SUREINCOME OPTION WILL TERMINATE.

For numerical examples that illustrate how the values defined under the SureIncome Option are calculated, see Appendix H.

CONTRACT OWNER AND ASSIGNMENT OF PAYMENTS OR INTEREST

If you change the Contract Owner or assign any payments or interest under this Contract, as allowed, to any living or non-living person other than your spouse on or after the first calendar year anniversary of the Rider Date, the Benefit Base will be recalculated to be the lesser of the Contract Value and the Benefit Base at the time of assignment.

CONTRACT VALUE

If your Contract Value is reduced to zero due to fees or withdrawals and your Benefit Base is still greater than zero, your Contract will immediately enter the Withdrawal Benefit Payout Phase. Under the SureIncome Option, we currently do not treat a withdrawal that reduces the Contract Value to less than \$1,000 as a withdrawal of the entire Contract Value. We reserve the right to change this at any time.

WITHDRAWAL BENEFIT PAYOUT PHASE

Under the Withdrawal Benefit Payout Phase, the Accumulation Phase of the Contract ends and the Contract enters the Payout Phase subject to the following:

The "WITHDRAWAL BENEFIT PAYOUT START DATE" is the date the Withdrawal Benefit Payout Phase is entered and the Accumulation Phase of the Contract ends.

No further withdrawals, purchase payments or any other actions associated with the Accumulation Phase can be made after the Withdrawal Benefit Payout Start Date.

Under the Withdrawal Benefit Payout Phase, the Payout Start Date is the first day of the next Benefit Year after the Withdrawal Benefit Payout Start Date. We reserve the right to allow other Payout Start Dates on a nondiscriminatory basis without prior notice.

During the Withdrawal Benefit Payout Phase, we will make scheduled fixed income payments to the Owner (or new Contract Owner) at the end of each month starting one month after the Payout Start Date. The amount of each payment will be equal to the Benefit Payment divided by 12, unless a payment frequency other than monthly is requested. The request must be in a form acceptable to us and processed by us before the first payment is made. (The amount of each payment will be adjusted accordingly; i.e., if the payment frequency requested is quarterly, the amount of each payment will be equal to the Benefit Payment divided by 4.) Payments will be made over a period certain such that total payments made will equal the Benefit Base on the Payout Start Date; therefore, the final payment may be less than each of the previous payments. If your Contract is subject to Internal Revenue Code Section 401(a)(9), the period certain cannot exceed that which is required by such section and the regulations promulgated thereunder. Therefore, the amount of each payment under the SureIncome Option may be larger so that the sum of the payments made over this period equals the Benefit Base on the Payout Start Date. Additionally, if your Contract is subject to Internal Revenue Code Section 401(a)(9), we will not permit a change in the payment frequency or level.

If your Contract is not subject to Internal Revenue Code Section 401(a)(9), we reserve the right to allow other payment frequencies or levels on a nondiscriminatory basis without prior notice. In no event will we allow more than one change in the payment frequency or level during a Contract Year.

If the Owner dies before all payments have been made, the remaining payments will continue to be made to the new Contract Owner as scheduled.

Once all scheduled payments have been paid, the Contract will terminate.

Generally, you may not make withdrawals, purchase payments or take any other actions associated with the Accumulation Phase after the commencement of the Withdrawal Benefit Payout Start Date.

INVESTMENT REQUIREMENTS

If you add a SureIncome Option to your Contract, you must adhere to certain requirements related to the investment alternatives in which you may invest. These requirements are described in "INVESTMENT REQUIREMENTS (APPLICABLE TO ALL WITHDRAWAL BENEFIT OPTIONS)" below.

CANCELLATION OF THE SUREINCOME OPTION

You may not cancel the SureIncome Option prior to the 5th calendar year anniversary of the Rider Date. On or after the 5th calendar year anniversary of the Rider Date you may cancel the rider by notifying us in writing in a form satisfactory to us. We reserve the right to extend the date at which time the cancellation may occur to up to the 10th calendar year anniversary of the Rider Date at any time in our sole discretion. Any such change we make will not apply to a SureIncome Option that was added to your Contract prior to the implementation date of the change.

RIDER TRADE-IN OPTION

We offer a "RIDER TRADE-IN OPTION" that allows you to cancel your SureIncome Option and immediately add a new Withdrawal Benefit Option ("New SureIncome Option"). In most states, we currently offer the SureIncome Plus Withdrawal Benefit Option as the New SureIncome Option under the Rider Trade-In Option. We may also offer other Options ("New Options") under the Rider Trade-In Option. However, you may only select one Option under this Rider Trade-In Option at the time you cancel your SureIncome Option. Currently, we are also making the TrueReturn Accumulation Benefit Option available at the time of your first utilization of this Rider Trade-In Option so that you have the ability to switch from the SureIncome Option to the TrueReturn Accumulation Benefit Option. We may discontinue offering the TrueReturn Option under the Rider Trade-In Option for New SureIncome Options added in the future at anytime at our discretion. If we do so, SureIncome Options issued prior to this time will continue to have a TrueReturn Option available at the time of the first utilization of this SureIncome Rider Trade-In Option.

This Rider Trade-in Option is available provided all of the following conditions are met:

- . The trade-in must occur on or after the 5th calendar year anniversary of the Rider Date. We reserve the right to extend the date at which time the trade-in may occur to up to the 10th calendar year anniversary of the Rider Date at any time in our sole discretion. Any change we make will not apply to a SureIncome Option that was added to your Contract prior to the implementation date of the change.
- . The New SureIncome Option or any New Option will be made a part of your Contract on the date the existing Option is cancelled, provided it is cancelled for reasons other than the termination of your Contract.
- . The New SureIncome Option or any New Option must be an Option that we make available for use with this Rider Trade-In Option.
- . The issue requirements and terms and conditions of the New SureIncome Option or the New Option must be met as of the date any such Option is made a part of your Contract. Currently, if you select the SureIncome Plus Withdrawal Benefit Option utilizing the Rider Trade-in Option, the maximum age of any Contract Owner or Annuitant on the Rider Application Date is age

85. For a New SureIncome Option or New Option that may be offered and selected in the future utilizing the Rider Trade-In Option, issue age requirements may differ.



If the New Option is a New SureIncome Option, it must provide that the new Benefit Payment be greater than or equal to your current Benefit Payment as of the date the Rider Trade-In Option is exercised, if applicable.

You should consult with your sales representative before trading in your SureIncome Option.

DEATH OF OWNER OR ANNUITANT

If the Owner or Annuitant dies and the Contract is continued under Option D of the Death of Owner or Death of Annuitant provisions of your Contract, then the SureIncome Option will continue unless the Contract Owner (or new Contract Owner) elects to cancel the SureIncome Option. If the SureIncome Option is continued, it will remain in effect until terminated. If the Contract is not continued under Option D above, then the SureIncome Option will terminate on the date we receive a Complete Request for Settlement of the Death Proceeds.

If the Contract death settlement options are governed by an Endorsement and such Endorsement allows for the continuation of the Contract upon the death of the Owner or Annuitant by the spouse, the SureIncome Option will continue unless the new Owner elects to cancel the SureIncome Option. If the SureIncome Option is continued, it will remain in effect until terminated pursuant to Termination of the SureIncome Option below. If the Contract is not continued, then the SureIncome Option will terminate on the date we received a complete request for settlement of the Death Proceeds.

TERMINATION OF THE SUREINCOME OPTION

The SureIncome Option will terminate on the earliest of the following to occur:

- . The Benefit Base is reduced to zero;
- . On the Payout Start Date (except if the Contract enters the Withdrawal Benefit Payout Phase as defined under the Withdrawal Benefit Payout Phase section);
- . On the date the Contract is terminated;
- . On the date the SureIncome Option is cancelled;
- . On the date we receive a Complete Request for Settlement of the Death Proceeds; or
- . On the date the SureIncome Option is replaced with a New Option under the Rider Trade-In Option.

SUREINCOME PLUS WITHDRAWAL BENEFIT OPTION

We offer the SureIncome Plus Withdrawal Benefit Option ("SureIncome Plus Option"), except in a limited number of states where it is not currently available, for an additional fee. The SureIncome Plus Option provides a guaranteed withdrawal benefit that gives you the right to take limited partial withdrawals, which may increase during the first 10 years of the Option, that total an amount equal to your purchase payments, subject to certain restrictions. Therefore, regardless of the subsequent fluctuations in the value of your Contract Value, you are entitled to a Benefit Payment each Benefit Year until your Benefit Base is exhausted (see defined terms below). The SureIncome Plus Option also provides an additional death benefit option.

The SureIncome Plus Option guarantees an amount up to the "BENEFIT PAYMENT REMAINING" which will be available for withdrawal from the Contract each "BENEFIT YEAR" until the "BENEFIT BASE" (defined below) is reduced to zero. If the Contract Value is reduced to zero and the Benefit Base is still greater than zero, we will distribute an amount equal to the Benefit Base to the Contract Owner as described below under the "WITHDRAWAL BENEFIT PAYOUT PHASE". Prior to the commencement of the Withdrawal Benefit Payout Phase, the SureIncome Plus Option also provides an additional death benefit option, the SureIncome Return of Premium Death Benefit ("SUREINCOME ROP DEATH BENEFIT"). This death benefit option is described below under "DEATH OF OWNER OR ANNUITANT" and in the DEATH BENEFITS section starting on page 70.

For purposes of the SureIncome Plus Option, "withdrawal" means the gross amount of a withdrawal before any applicable charges such as withdrawal charges, fees, taxes or adjustments including any applicable Market Value Adjustments and surrender charges. Under the SureIncome Plus Option, we do not treat a withdrawal that reduces the Contract Value to less than \$1,000 as a withdrawal of the entire Contract Value.

The "RIDER DATE" is the date the SureIncome Plus Option was made a part of your Contract. The initial Benefit Year is the period between the Rider Date and the first Contract Anniversary after the Rider Date. Each subsequent Benefit Year is identical to the Contract Year.

The SureIncome Plus Option is available at issue of the Contract, or may be added later, subject to availability and issue requirements. You may not add the SureIncome Plus Option to your Contract after Contract issue without our prior approval if your Contract Value is greater than \$1,000,000 at the time you choose to add the SureIncome Plus Option. Currently, you may have only one Withdrawal Benefit Option in effect on your Contract at one time. You may only have one of the following in effect on your Contract at the same time: a Withdrawal Benefit Option, a TrueReturn Option, or a Retirement Income Guarantee Option. The SureIncome Plus Option is available if the oldest Contract Owner and oldest Annuitant are age 85 or younger on the effective date of the Rider (the "Rider Application Date"), (the maximum age may depend on your state). The SureIncome Plus Option may not be added to a Contract categorized as a Tax Sheltered Annuity as defined under Internal Revenue Code Section 403(b) at this time. We reserve the right to make the SureIncome Plus Option available to such Contracts on a nondiscriminatory basis in the future at our discretion. Once



added to your Contract, the SureIncome Plus Option may not be cancelled at any time.

We may discontinue offering the SureIncome Plus Option at any time to new Contract Owners and to existing Contract Owners who did not elect the SureIncome Plus Option prior to the date of discontinuance.

WITHDRAWAL BENEFIT FACTOR

The "WITHDRAWAL BENEFIT FACTOR" is used to determine the "BENEFIT PAYMENT" and Benefit Payment Remaining. We currently offer a Withdrawal Benefit Factor equal to 8%. We reserve the right to make other Withdrawal Benefit Factors available in the future for new SureIncome Plus Options and/or to eliminate the current Withdrawal Benefit Factor. Once a Withdrawal Benefit Factor has been established for a SureIncome Plus Option, it cannot be changed after the Rider Date.

BENEFIT PAYMENT AND BENEFIT PAYMENT REMAINING

The Benefit Payment is the amount available at the beginning of each Benefit Year that you may withdraw during that Benefit Year. The Withdrawal Benefit Factor and the Benefit Base are used to determine your Benefit Payment. The Benefit Payment Remaining is the amount remaining after any previous withdrawals in a Benefit Year that you may withdraw without reducing your Benefit Base and your SureIncome ROP Death Benefit by more than the amount of the withdrawal and without reducing your Benefit Payment available in future Benefit Years. Please note that any purchase payments or withdrawals made on a Contract Anniversary would be applied to the Benefit Year that just ended on that Contract Anniversary.

The Benefit Payment Remaining is equal to the Benefit Payment at the beginning of each Benefit Year.

During each Benefit Year the Benefit Payment Remaining will be increased by purchase payments multiplied by the Withdrawal Benefit Factor (currently 8% for new SureIncome Plus Options) and reduced by the amount of each withdrawal. The Benefit Payment Remaining will never be less than zero.

On the Rider Date, the Benefit Payment is equal to the greater of:

. The Contract Value multiplied by the Withdrawal Benefit Factor (currently 8% for new SureIncome Plus Options); or

. The value of the Benefit Payment of the previous Withdrawal Benefit Option (attached to your Contract) which is being terminated under a rider trade-in option, if applicable. See RIDER TRADE-IN OPTION, above, under SUREINCOME WITHDRAWAL BENEFIT OPTION for more information.

After the Rider Date, the Benefit Payment will be increased by purchase payments multiplied by the Withdrawal Benefit Factor and affected by withdrawals as follows:

. If the withdrawal is less than or equal to the Benefit Payment Remaining in effect immediately prior to the withdrawal, the Benefit Payment is unchanged.

If the withdrawal is greater than the Benefit Payment Remaining in effect immediately prior to the withdrawal, the Benefit Payment will be the lesser of:

. The Benefit Payment immediately prior to the withdrawal; or

. The Contract Value immediately prior to withdrawal less the amount of the withdrawal, multiplied by the Withdrawal Benefit Factor.

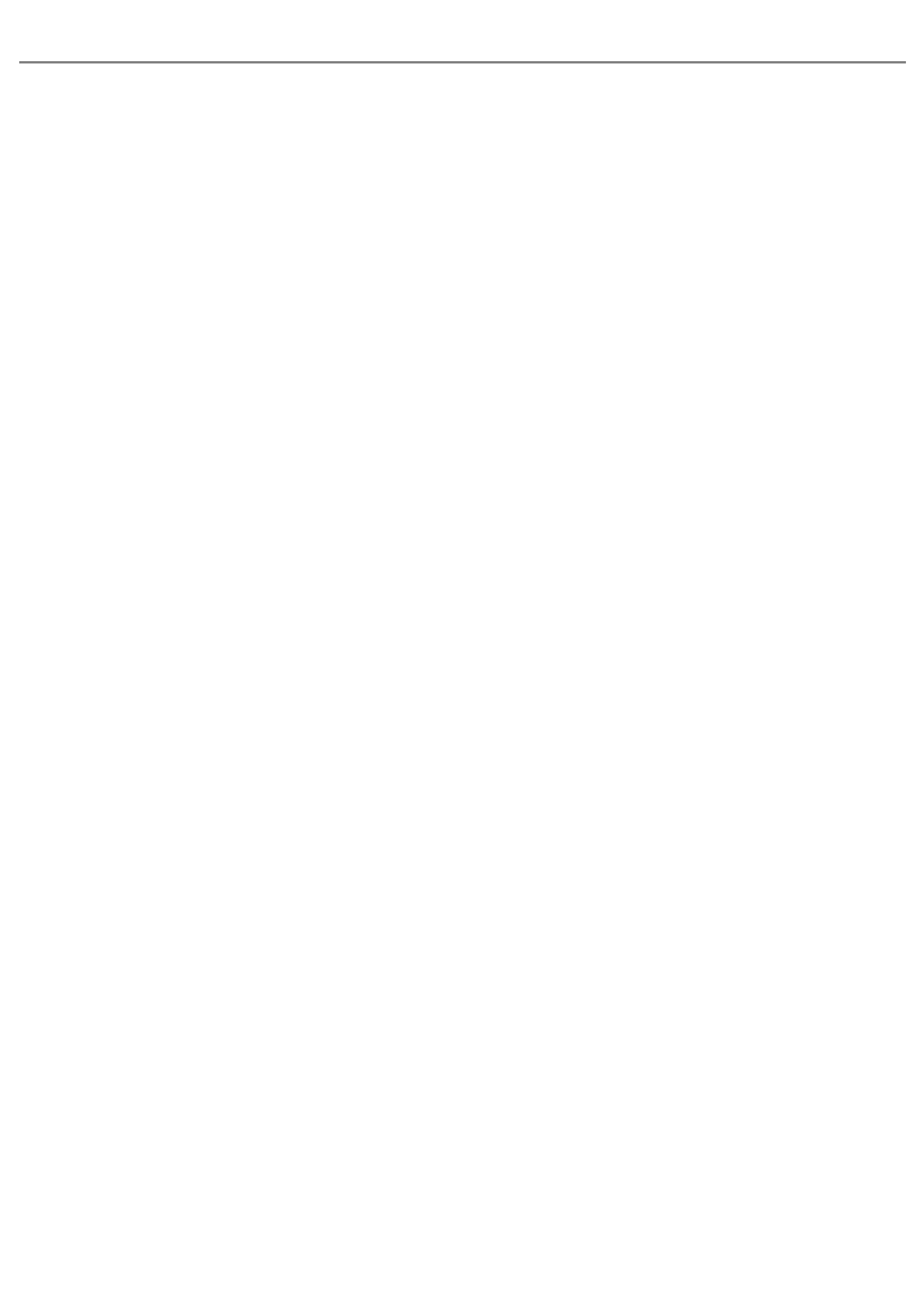
As used in the above calculation, Contract Value incorporates the impact of any purchase payments received on the date of this withdrawal, but before the application of any SureIncome Plus Withdrawal Benefit Option Fee, Spousal Protection Benefit Option Fee, Spousal Protection Benefit Option for Custodial Individual Retirement Accounts Fee or Contract Maintenance Charge that may be applicable.

On each of the ten Contract Anniversaries after the Rider Date, the amount of the Benefit Payment may be increased based upon the maximum anniversary value of the Contract according to the following calculation. The Benefit Payment will be recalculated to the greater of:

. The Benefit Payment following the application of all purchase payments and withdrawals on that Contract Anniversary; and

. The Contract Value on that Contract Anniversary, following the application of all purchase payments, withdrawals, and expenses multiplied by the Withdrawal Benefit Factor.

The Benefit Payment Remaining at the time of a withdrawal during a calendar year will be increased on a nondiscriminatory basis in order to satisfy IRS minimum distribution requirements on the Contract under which this Option has been elected. The Benefit Payment Remaining will be increased by the excess of the IRS minimum distribution required on the Contract as calculated at the end of the previous calendar year and the Benefit Payment at the end of the previous calendar year. For the purposes of this calculation, the Benefit Payment Remaining will not be increased if a Withdrawal Benefit Option was not attached to this Contract as of the end of the previous calendar year. Note that any systematic withdrawal programs designed to satisfy IRS minimum distribution requirements may need to be modified to ensure guarantees under this Option are not impacted by the withdrawals. This modification may result in uneven payment amounts throughout the year.



BENEFIT BASE

The Benefit Base is not available as a Contract Value or Settlement Value. The Benefit Base is used solely to help calculate the Rider Fee, the amount that may be withdrawn and payments that may be received under the SureIncome Plus Option.

On the Rider Date, the Benefit Base is equal to the Contract Value. After the Rider Date, the Benefit Base will be increased by purchase payments and decreased by withdrawals as follows:

. If the withdrawal is less than or equal to the Benefit Payment Remaining in effect immediately prior to the withdrawal, the Benefit Base will be reduced by the amount of the withdrawal.

. If the withdrawal is greater than the Benefit Payment Remaining in effect immediately prior to the withdrawal, the Benefit Base will be the lesser of:

. The Contract Value immediately prior to the withdrawal less the amount of the withdrawal; or

. The Benefit Base immediately prior to the withdrawal less the amount of the withdrawal.

As used in the above calculation, Contract Value incorporates the impact of any purchase payments received on the date of this withdrawal, but before the application of any SureIncome Plus Withdrawal Benefit Option Fee, Spousal Protection Benefit Option Fee, Spousal Protection Benefit Option for Custodial Individual Retirement Accounts Fee or Contract Maintenance Charge that may be applicable.

On each of the ten Contract Anniversaries after the Rider Date, the amount of the Benefit Base may be increased based upon the maximum anniversary value of the Contract according to the following calculation. The Benefit Base will be recalculated to the greater of:

. The Benefit Base following the application of all purchase payments and withdrawals on that Contract Anniversary; and

. The Contract Value on that Contract Anniversary, following the application of all purchase payments, withdrawals and expenses.

The Benefit Base may also be reduced in other situations as detailed in the "Contract Owner and Assignment of Payments or Interest" section below.

IF THE BENEFIT BASE IS REDUCED TO ZERO, THIS SUREINCOME PLUS OPTION WILL TERMINATE.

For numerical examples that illustrate how the values defined under the SureIncome Plus Option are calculated, see Appendix I.

CONTRACT OWNER AND ASSIGNMENT OF PAYMENTS OR INTEREST

If you change the Contract Owner or assign any payments or interest under the Contract, as allowed, to any living or non-living person other than your spouse on or after the first calendar year anniversary of the Rider Date, the Benefit Base will be recalculated to be the lesser of the Contract Value or the Benefit Base at the time of assignment.

CONTRACT VALUE

If your Contract Value is reduced to zero due to fees or withdrawals and your Benefit Base is still greater than zero, your Contract will immediately enter the Withdrawal Benefit Payout Phase. Under the SureIncome Plus Option, we currently do not treat a withdrawal that reduces the Contract Value to less than \$1,000 as a withdrawal of the entire Contract Value. We reserve the right to change this at any time.

WITHDRAWAL BENEFIT PAYOUT PHASE

Under the Withdrawal Benefit Payout Phase, the Accumulation Phase of the Contract ends and the Contract enters the Payout Phase.

The "WITHDRAWAL BENEFIT PAYOUT START DATE" is the date the Withdrawal Benefit Payout Phase is entered and the Accumulation Phase of the Contract ends. No further withdrawals, purchase payments or any other actions associated with the Accumulation Phase of the Contract can be made after the Withdrawal Benefit Payout Start Date. Since the Accumulation Phase ends at this point, the SureIncome ROP Death Benefit no longer applies.

Under the Withdrawal Benefit Payout Phase, the Payout Start Date is the first day of the next Benefit Year after the Withdrawal Benefit Payout Start Date. We reserve the right to allow other Payout Start Dates on a nondiscriminatory basis without prior notice.

During the Withdrawal Benefit Payout Phase, we will make scheduled fixed income payments to the Owner (or new Contract Owner) at the end of each month starting one month after the commencement of the Payout Start Date. The amount of each payment will be equal to the Benefit Payment divided by 12, unless a payment frequency other than monthly is requested. The request must be in a form acceptable to us and processed by us before the first payment is made. (The amount of each payment will be adjusted accordingly; i.e., if the payment frequency requested is quarterly, the amount of each payment will be equal to the Benefit Payment divided by 4.) Payments will be made over a period certain such that total payments made will equal the Benefit Base on the Payout Start Date; therefore, the final payment may be less than each of the previous payments. If your Contract is subject to Internal Revenue Code Section

401(a)(9), the period certain cannot exceed that which is required by such section and the regulations promulgated thereunder. Therefore, the amount of each payment under the SureIncome Plus Option may be larger so that the sum of the payments made over this period equals the Benefit Base on the Payout Start Date. Additionally, if your Contract is subject to Internal Revenue Code Section

401(a)(9), we will not permit a change in the payment frequency or level.

If your Contract is not subject to Internal Revenue Code Section 401(a)(9), we reserve the right to allow other payment frequencies or levels on a nondiscriminatory basis without prior notice. In no event will we allow more than one change in the payment frequency or level during a Contract Year.

If the Owner dies before all payments have been made, the remaining payments will continue to be made to the new Contract Owner as scheduled.

Once all scheduled payments have been paid, the Contract will terminate.

Generally, you may not make withdrawals, purchase payments or take any other actions associated with the Accumulation Phase after the Withdrawal Benefit Payout Start Date.

INVESTMENT REQUIREMENTS

If you add a SureIncome Plus Option to your Contract, you must adhere to certain requirements related to the investment alternatives in which you may invest. These requirements are described in "INVESTMENT REQUIREMENTS (APPLICABLE TO ALL WITHDRAWAL BENEFIT OPTIONS)" below.

DEATH OF OWNER OR ANNUITANT

If the Owner or the Annuitant dies and the Contract is continued under Option D of the Death of Owner or Death of Annuitant provisions of your Contract, then the SureIncome Plus Option will continue unless the Contract Owner (or new Contract Owner) elects to cancel the SureIncome Plus Option. If the SureIncome Plus Option is continued, it will remain in effect until terminated. If the Contract is not continued under Option D above, then the SureIncome Plus Option will terminate on the date we receive a Complete Request for Settlement of the Death Proceeds.

If the Contract death settlement options are governed by an Endorsement and such Endorsement allows for the continuation of the Contract upon the death of the Owner or Annuitant by the spouse, the SureIncome Plus Option will continue unless the new Owner elects to cancel the SureIncome Plus Option. If the SureIncome Plus Option is continued, it will remain in effect until terminated pursuant to Termination of the SureIncome Plus Option below. If the Contract is not continued, then the SureIncome Plus Option will terminate on the date we received a complete request for settlement of the Death Proceeds.

The SureIncome Plus Option also makes available the SureIncome ROP Death Benefit. On the Rider Date, the SureIncome ROP Death Benefit is equal to the Contract Value. After the Rider Date, the SureIncome ROP Death Benefit will be increased by purchase payments and decreased by withdrawals as follows:

. If the withdrawal is less than or equal to the Benefit Payment Remaining in effect immediately prior to the withdrawal, the SureIncome ROP Death Benefit will be reduced by the amount of the withdrawal.

. If the withdrawal is greater than the Benefit Payment Remaining in effect immediately prior to the withdrawal, the SureIncome ROP Death Benefit will be the lesser of:

. The Contract Value immediately prior to withdrawal less the amount of the withdrawal; or

. The SureIncome ROP Death Benefit immediately prior to withdrawal less the amount of the withdrawal.

As used in the above calculation, Contract Value incorporates the impact of any purchase payments received on the date of this withdrawal, but before the application of any SureIncome Plus Withdrawal Benefit Option Fee, Spousal Protection Benefit Option Fee, Spousal Protection Benefit Option for Custodial Individual Retirement Accounts Fee or Contract Maintenance Charge that may be applicable.

For numerical examples that illustrate how the SureIncome ROP Death Benefit under the SureIncome Plus Option is calculated, see Appendix I.

Refer to the Death Benefits section page 70 for more details on the SureIncome ROP Death Benefit.

TERMINATION OF THE SUREINCOME PLUS OPTION

The SureIncome Plus Option will terminate on the earliest of the following to occur:

. The Benefit Base is reduced to zero;

. On the Payout Start Date (except if the Contract enters the Withdrawal Benefit Payout Phase as defined under the Withdrawal Benefit Payout Phase section);

. On the date the Contract is terminated;

. On the date the SureIncome Plus Option is cancelled as detailed under Death of Owner or Annuitant above; or

. On the date we receive a Complete Request for Settlement of the Death Proceeds.

SUREINCOME FOR LIFE WITHDRAWAL BENEFIT OPTION

We offer the SureIncome For Life Withdrawal Benefit Option ("SureIncome For Life Option"), except in a limited number of states where it is not currently available, for an additional fee. The SureIncome For Life Option provides a guaranteed withdrawal benefit that gives you the right to take limited partial withdrawals, which may increase during the first 10 years of the Option, as long as the SureIncome Covered Life is alive, subject to certain restrictions.

Therefore, regardless of subsequent fluctuations in the value of your Contract Value, you are entitled to a Benefit Payment each Benefit Year until the death of the SureIncome Covered Life (as defined below), subject to certain restrictions. The SureIncome For Life Option also provides an additional death benefit option.

The SureIncome For Life Option guarantees an amount up to the "BENEFIT PAYMENT REMAINING" which will be available for withdrawal from the Contract each "BENEFIT YEAR" as long as the SureIncome Covered Life is alive, subject to certain restrictions. The "SUREINCOME COVERED LIFE" is the oldest Contract Owner, or the oldest Annuitant if the Contract Owner is a non-living entity, on the Rider Date. If the Contract Value is reduced to zero and the Benefit Payment is still greater than zero, we will distribute an amount equal to the Benefit Payment each year to the Contract Owner as described below under the "WITHDRAWAL BENEFIT PAYOUT PHASE" as long as the SureIncome Covered Life is alive. Prior to the commencement of the Withdrawal Benefit Payout Phase, the SureIncome For Life Option also provides an additional death benefit option, the SureIncome Return of Premium Death Benefit ("SUREINCOME ROP DEATH BENEFIT").

This Option is described below under "DEATH OF OWNER OR ANNUITANT" and in the DEATH BENEFITS section starting on page 70.

For purposes of the SureIncome For Life Option, "withdrawal" means the gross amount of a withdrawal before any applicable charges such as withdrawal charges, fees, taxes or adjustments including any applicable Market Value Adjustments and surrender charges. Under the SureIncome For Life Option, we do not treat a withdrawal that reduces the Contract Value to less than \$1,000 as a withdrawal of the entire Contract Value.

The "RIDER DATE" is the date the SureIncome For Life Option was made a part of your Contract. The initial Benefit Year is the period between the Rider Date and the first Contract Anniversary after the Rider Date. Each subsequent Benefit Year is identical to the Contract Year.

The SureIncome For Life Option is available at issue of the Contract, or may be added later, subject to availability and issue requirements. You may not add the SureIncome For Life Option to your Contract after Contract issue without our prior approval if your Contract Value is greater than \$1,000,000 at the time you choose to add the SureIncome For Life Option. Currently, you may have only one Withdrawal Benefit Option in effect on your Contract at one time. You may only have one of the following in effect on your Contract at the same time: a Withdrawal Benefit Option, a TrueReturn Option, or a Retirement Income Guarantee Option. The SureIncome For Life Option is only available if the oldest Contract Owner or the oldest Annuitant, if the Contract Owner is a non-living entity (i.e., the SureIncome Covered Life) is between the ages of 50 and 79, inclusive, on the effective date of the Rider (the "Rider Application Date"). (The maximum age may depend on your state.) The SureIncome For Life Option may not be added to a Contract categorized as a Tax Sheltered Annuity as defined under Internal Revenue Code Section 403(b) at this time. We reserve the right to make the SureIncome For Life Option available to such Contracts on a nondiscriminatory basis in the future at our discretion. Once added to your Contract, the SureIncome For Life Option may not be cancelled at any time.

We may discontinue offering the SureIncome For Life Option at any time to new Contract Owners and to existing Contract Owners who did not elect the SureIncome For Life Option prior to the date of discontinuance.

WITHDRAWAL BENEFIT FACTOR

The "WITHDRAWAL BENEFIT FACTOR" is used to determine the "BENEFIT PAYMENT" and Benefit Payment Remaining. Prior to the earlier of the date of the first withdrawal after the issuance of the SureIncome For Life Option or the date the Contract enters the Withdrawal Benefit Payout Phase, the Withdrawal Benefit Factor used in these determinations may change as shown below. Generally speaking, during this period the Withdrawal Benefit Factor will increase as the SureIncome Covered Life grows older. On the earlier of the date of the first withdrawal after the issuance of the SureIncome for Life Option or the date the Contract enters the Withdrawal Benefit Payout Phase, the Withdrawal Benefit Factor will be fixed at the then applicable rate, based on the then current attained age of the SureIncome Covered Life, and will be used in all subsequent determinations of Benefit Payments and Benefit Payments Remaining. AFTER THIS

DATE THE WITHDRAWAL BENEFIT FACTOR WILL NOT CHANGE.

We currently offer the following Withdrawal Benefit Factors:

Attained Age of SureIncome Covered Life	Withdrawal Benefit Factor
50-59	4%
60-69	5%
70+	6%

The Withdrawal Benefit Factors and age ranges applicable to your Contract are set on the Rider Date. They cannot be changed after the SureIncome For Life Option has been added to your Contract. We reserve the right to make other Withdrawal Benefit Factors available in the future for new SureIncome For Life Options, change the age ranges to which they apply, and/or to eliminate currently available Withdrawal Benefit Factors.

BENEFIT PAYMENT AND BENEFIT PAYMENT REMAINING

The Benefit Payment is the amount available at the beginning of each Benefit Year that you may withdraw during that Benefit Year. The Withdrawal Benefit Factor and the Benefit Base are used to determine your Benefit Payment. The Benefit Payment Remaining is the amount remaining after any previous withdrawals in a Benefit Year that you may withdraw without reducing your Benefit Base and your SureIncome ROP Death Benefit by more than the amount of the withdrawal and without reducing your Benefit Payment available in future Benefit Years. Please note that any premiums or withdrawals made on a Contract Anniversary are applied to the Benefit Year that just ended on that Contract Anniversary.



The Benefit Payment Remaining is equal to the Benefit Payment at the beginning of each Benefit Year.

On the Rider Date, the Benefit Payment is equal to the Contract Value multiplied by the Withdrawal Benefit Factor based on the current attained age of the SureIncome Covered Life.

After the Rider Date, the Benefit Payment and Benefit Payment Remaining will be increased by purchase payments multiplied by the Withdrawal Benefit Factor based on the current attained age of the SureIncome Covered Life. On the date of the first withdrawal after the Rider Date the Benefit Payment and Benefit Payment Remaining will equal the Withdrawal Benefit Factor based on the current attained age of the SureIncome Covered Life multiplied by the Benefit Base immediately after application of any purchase payments, but prior to the withdrawal on that date. **THE WITHDRAWAL BENEFIT FACTOR USED IN ALL FUTURE CALCULATIONS WILL NOT CHANGE.**

After the first withdrawal, the Benefit Payment Remaining will be increased by purchase payments multiplied by the Withdrawal Benefit Factor. The Benefit Payment Remaining is reduced by the amount of any withdrawal. The Benefit Payment Remaining will never be less than zero.

After the first withdrawal, the Benefit Payment will be increased by purchase payments multiplied by the Withdrawal Benefit Factor. The Benefit Payment is affected by withdrawals as follows:

- . If a withdrawal is less than or equal to the Benefit Payment Remaining in effect immediately prior to the withdrawal, the Benefit Payment is unchanged.
- . If a withdrawal is greater than the Benefit Payment Remaining in effect immediately prior to the withdrawal, the Benefit Payment will be the lesser of:
 - . The Benefit Payment immediately prior to the withdrawal; or
 - . The Benefit Base immediately after the withdrawal multiplied by the Withdrawal Benefit Factor.

IF THE BENEFIT PAYMENT IS REDUCED TO ZERO, THE SUREINCOME FOR LIFE OPTION WILL TERMINATE.

On each of the ten Contract Anniversaries after the Rider Date, the amount of the Benefit Payment may be increased based upon the maximum anniversary value of the Contract according to the following calculation. The Benefit Payment will be recalculated to the greater of:

- . The Benefit Payment following application of all purchase payments and withdrawals on that Contract Anniversary; or
- . The Contract Value on that Contract Anniversary, following the application of all purchase payments, withdrawals and expenses, multiplied by the Withdrawal Benefit Factor currently applicable.

The Benefit Payment Remaining at the time of a withdrawal during a calendar year will be increased on a nondiscriminatory basis in order to satisfy IRS minimum distribution requirements on the Contract under which this Option has been elected. The Benefit Payment Remaining will be increased by the excess of the IRS minimum distribution required on the Contract as calculated at the end of the previous calendar year and the Benefit Payment at the end of the previous calendar year. For the purposes of this calculation, the Benefit Payment Remaining will not be increased if a Withdrawal Benefit Option was not attached to this Contract as of the end of the previous calendar year. Note that any systematic withdrawal programs designed to satisfy IRS minimum distribution requirements may need to be modified to ensure guarantees under this Option are not impacted by the withdrawals. This modification may result in uneven payment amounts throughout the year.

BENEFIT BASE

The Benefit Base is not available as a Contract Value or Settlement Value. The Benefit Base is used solely to help calculate the Rider Fee, the amount that may be withdrawn and payments that may be received under the SureIncome For Life Option. On the Rider Date, the Benefit Base is equal to the Contract Value. After the Rider Date, the Benefit Base will be increased by purchase payments and decreased by withdrawals as follows:

- . If the withdrawal is less than or equal to the Benefit Payment Remaining in effect immediately prior to the withdrawal, the Benefit Base will be reduced by the amount of the withdrawal.
- . If the withdrawal is greater than the Benefit Payment Remaining in effect immediately prior to the withdrawal, the Benefit Base will be the lesser of:
 - . The Contract Value immediately prior to withdrawal less the amount of the withdrawal; or
 - . The Benefit Base immediately prior to withdrawal less the amount of the withdrawal (this value cannot be less than zero).

As used in the above calculation, Contract Value incorporates the impact of any purchase payments received on the date of this withdrawal, but before the application of any SureIncome For Life Withdrawal Benefit Option Fee, Spousal Protection Benefit Option Fee, Spousal Protection Benefit Option for Custodial Individual Retirement Accounts Fee or Contract Maintenance Charge that may be applicable.

On each of the ten Contract Anniversaries after the Rider Date, the amount of the Benefit Base may be increased based upon the maximum anniversary value of the Contract according to the following calculation. The Benefit Base will be recalculated to the greater of:



. The Benefit Base following the application of all purchase payments and withdrawals on that Contract Anniversary; and

. The Contract Value on that Contract Anniversary, following the application of all purchase payments, withdrawals and expenses.

For numerical examples that illustrate how the values defined under the SureIncome For Life Option are calculated, see Appendix J.

CONTRACT VALUE

If your Contract Value is reduced to zero due to fees or withdrawals and your Benefit Payment is still greater than zero, your Contract will immediately enter the Withdrawal Benefit Payout Phase. Under the SureIncome For Life Option, we currently do not treat a withdrawal that reduces the Contract Value to less than \$1,000 as a withdrawal of the entire Contract Value. We reserve the right to change this at any time.

WITHDRAWAL BENEFIT PAYOUT PHASE

Under the Withdrawal Benefit Payout Phase, the Accumulation Phase of the Contract ends and the Contract enters the Payout Phase.

The "WITHDRAWAL BENEFIT PAYOUT START DATE" is the date the Withdrawal Benefit Payout Phase is entered and the Accumulation Phase of the Contract ends. No further withdrawals, purchase payments or any other actions associated with the Accumulation Phase of the Contract can be made after the Withdrawal Benefit Payout Start Date. Since the Accumulation Phase of the Contract ends at this point, the SureIncome ROP Death Benefit no longer applies.

Under the Withdrawal Benefit Payout Phase, the Payout Start Date is the first day of the next Benefit Year after the Withdrawal Benefit Payout Start Date. We reserve the right to allow other Payout Start Dates on a nondiscriminatory basis without prior notice.

During the Withdrawal Benefit Payout Phase, we will make scheduled fixed income payments to the Owner (or new Contract Owner) at the end of each month starting one month after the Payout Start Date. The amount of each payment will be equal to the Benefit Payment divided by 12, unless a payment frequency other than monthly is requested. The request must be in a form acceptable to us and processed by us before the first payment is made. (The amount of each payment will be adjusted accordingly; i.e. if the payment frequency requested is quarterly, the amount of each payment will be equal to the Benefit Payment divided by 4.) Payments will be made until the later of the death of the SureIncome Covered Life or over a period certain based on the total payments made equaling at least the Benefit Base on the Payout Start Date. If your Contract is subject to Internal Revenue Code Section 401(a)(9), the period certain cannot exceed that which is required by such section and the regulations promulgated thereunder. Therefore, the amount of each payment under the SureIncome For Life Option may be larger during the period certain so that the sum of the payments made over this period equals the Benefit Base on the Payout Start Date. Additionally, if your Contract is subject to Internal Revenue Code

Section 401(a)(9), we will not permit a change in the payment frequency or level.

If your Contract is not subject to Internal Revenue Code Section 401(a)(9), we reserve the right to allow other payment frequencies or levels on a nondiscriminatory basis without prior notice. In no event will we allow more than one change in the payment frequency or level during a Contract Year.

If the Owner dies before all payments have been made, the remaining payments will continue to be made to the new Contract Owner as scheduled.

Once all scheduled payments have been paid, the Contract will terminate.

Generally, you may not make withdrawals, purchase payments or take any other actions associated with the Accumulation Phase after the commencement of the Withdrawal Benefit Payout Start Date.

INVESTMENT REQUIREMENTS

If you add a SureIncome For Life Option to your Contract, you must adhere to certain requirements related to the investment alternatives in which you may invest. These requirements are described in "INVESTMENT REQUIREMENTS (APPLICABLE TO ALL WITHDRAWAL BENEFIT OPTIONS)" below.

DEATH OF OWNER OR ANNUITANT

If the SureIncome Covered Life dies during the Accumulation Phase of the Contract, the SureIncome For Life Option will terminate on the date of the SureIncome Covered Life's death. If the Contract Owner or the Annuitant who is not the SureIncome Covered Life dies and the Contract is continued under Option D of the Death of Owner or Death of Annuitant provisions of your Contract, then the SureIncome For Life Option will continue unless the Contract Owner (or new Contract Owner) elects to cancel the SureIncome For Life Option. If the SureIncome For Life Option is continued, it will remain in effect until terminated. If the Contract is not continued under Option D, then the SureIncome For Life Option will terminate on the date we receive a Complete Request for Settlement of the Death Proceeds.

The SureIncome For Life Option also makes available the SureIncome ROP Death Benefit. The SureIncome ROP Death Benefit is only available upon the death of the SureIncome Covered Life. If a Contract Owner, Annuitant or Co-Annuitant who is not the SureIncome Covered Life dies, the SureIncome ROP Death Benefit is not applicable. On the Rider Date, the SureIncome ROP Death Benefit is equal to the Contract Value. After the Rider Date, the SureIncome ROP Death Benefit will be increased by purchase payments and decreased by withdrawals as follows:



. If the withdrawal is less than or equal to the Benefit Payment Remaining in effect immediately prior to the withdrawal, the SureIncome ROP Death Benefit will be reduced by the amount of the withdrawal.

. If the withdrawal is greater than the Benefit Payment Remaining in effect immediately prior to the withdrawal, the SureIncome ROP Death Benefit will be the lesser of:

. The Contract Value immediately prior to withdrawal less the amount of the withdrawal; or

. The SureIncome ROP Death Benefit immediately prior to withdrawal less the amount of the withdrawal.

As used in the above calculation, Contract Value incorporates the impact of any purchase payments received on the date of this withdrawal, but before the application of any SureIncome For Life Withdrawal Benefit Option Fee, Spousal Protection Benefit Option Fee, Spousal Protection Benefit Option for Custodial Individual Retirement Accounts Fee or Contract Maintenance Charge applicable.

For numerical examples that illustrate how the SureIncome ROP Death Benefit under the SureIncome For Life Option is calculated, see Appendix J.

Refer to the DEATH BENEFITS section page 70 for more details on the SureIncome ROP Death Benefit.

TERMINATION OF THE SUREINCOME FOR LIFE OPTION

The SureIncome For Life Option will terminate on the earliest of the following to occur:

. The Benefit Payment is reduced to zero;

. On the Payout Start Date (except if the Contract enters the Withdrawal Benefit Payout Phase as defined under the Withdrawal Benefit Payout Phase section);

. On the date the Contract is terminated;

. On the date the SureIncome Covered Life is removed from the Contract for any reason, and is no longer a Contract Owner or Annuitant under the Contract (if the Covered Life continues as only the Beneficiary, the Option will terminate);

. On the date the SureIncome For Life Option is cancelled as detailed under Death of Owner or Annuitant section above;

. On the date we receive a Complete Request for Settlement of the Death Proceeds; or

. On the date the SureIncome Covered Life dies if the SureIncome Covered Life dies prior to the Payout Start Date.

INVESTMENT REQUIREMENTS (APPLICABLE TO ALL WITHDRAWAL BENEFIT OPTIONS) If you add a Withdrawal Benefit Option to your Contract, you must adhere to certain requirements related to the investment alternatives in which you may invest. The specific requirements are described below in more detail and will depend on your current Model Portfolio Option and your Withdrawal Benefit Factor(s). These requirements may include, but are not limited to, maximum investment limits on certain Variable Sub-Accounts or on certain Fixed Account Options, exclusion of certain Variable Sub-Accounts or of certain Fixed Account Options, required minimum allocations to certain Variable Sub-Accounts, and restrictions on transfers to or from certain investment alternatives. We may also require that you use the Automatic Portfolio Rebalancing Program. We may change the specific requirements that are applicable at any time in our sole discretion. Any changes we make will not apply to a Withdrawal Benefit Option that was made a part of your Contract prior to the implementation date of the change, except for changes made due to a change in investment alternatives available under the Contract. This restriction does not apply to a New SureIncome Option or to a New Option elected pursuant to the Rider Trade-In Option. We reserve the right to have requirements unique to specific Withdrawal Benefit Factors if we make other Withdrawal Benefit Factors available in the future including specific model portfolio options ("Model Portfolio Options") as described below available only to certain Withdrawal Benefit Factors.

When you add a Withdrawal Benefit Option to your Contract, you must allocate your entire Contract Value as follows:

(1) to the Model Portfolio Option available as described below;

(2) to the DCA Fixed Account Option and then transfer all purchase payments and interest to the Model Portfolio Option; or

(3) to a combination of (1) and (2) above.

With respect to (2) and (3) above, the requirements for the DCA Fixed Account Option must be met. See the "Dollar Cost Averaging Fixed Account Option" section of this prospectus for more information.

On the Rider Date, you must select the Variable Sub-Accounts available under your Model Portfolio Option to which to allocate your Contract Value. We currently offer one Model Portfolio Option. Please refer to the Model Portfolio Option section of this prospectus for more details. We may add other Model Portfolio Options in the future. We also may remove Model Portfolio Options in the future anytime prior to the date you select such Model Portfolio Option. In addition, if the investment alternatives available under the Contract change, we



may revise the Model Portfolio Options. The following is the Model Portfolio Option currently available for use:

* Model Portfolio Option 1

You may not allocate any of your Contract Value to the Standard Fixed Account Option or to the Market Value Adjusted Fixed Account Option. You must transfer any portion of your Contract Value that is allocated to the Standard Fixed Account Option or to the Market Value Adjusted Fixed Account Option to the Variable Sub-Accounts prior to adding a Withdrawal Benefit Option to your Contract. Transfers from the Market Value Adjusted Fixed Account Option may be subject to a Market Value Adjustment. You may allocate any portion of your purchase payments to the DCA Fixed Account Option on the Rider Date, provided the DCA Fixed Account Option is available with your Contract and in your state. See the "Dollar Cost Averaging Fixed Account Option" section of this prospectus for more information. We use the term "Transfer Period Account" to refer to each purchase payment allocation made to the DCA Fixed Account Option for a specified term length. At the expiration of a Transfer Period Account, any remaining amounts in the Transfer Period Account will be transferred to the Variable Sub-Accounts according to your most recent percentage allocation selections for your Model Portfolio Option.

Any subsequent purchase payments made to your Contract will be allocated to the Variable Sub-Accounts according to your specific instructions or your allocation for the previous purchase payment (for Model Portfolio Option 1) unless you request that the purchase payment be allocated to the DCA Fixed Account Option. Purchase payments allocated to the DCA Fixed Account Option must be \$100 or more. Any withdrawals you request will reduce your Contract Value invested in each of the investment alternatives on a pro rata basis in the proportion that your Contract Value in each bears to your total Contract Value in all investment alternatives, unless you request otherwise.

MODEL PORTFOLIO OPTION 1.

Under Model Portfolio Option 1, we have divided the Variable Sub-Accounts into two separate categories: "Available" and "Excluded." Currently, you may allocate up to 100% of your Contract Value to the Available Variable Sub-Accounts in any manner you choose. You may not allocate ANY PORTION of your Contract Value to the Excluded Variable Sub-Accounts. You may make transfers among any of the Available Variable Sub-Accounts. However, each transfer you make will count against the 12 transfers you can make each Contract Year without paying a transfer fee.

Currently the Available Variable Sub-Accounts and the Excluded Variable Sub-Accounts are as follows (1, 4):

Available

Fidelity VIP Freedom Income - Service Class 2 Sub-Account Fidelity VIP Freedom 2010 - Service Class 2 Sub-Account Fidelity VIP Freedom 2020 - Service Class 2 Sub-Account Fidelity VIP Freedom 2030 - Service Class 2 Sub-Account Fidelity VIP Contrafund(R) - Service Class 2 Sub-Account Fidelity VIP Index 500 - Service Class 2 Sub-Account Fidelity VIP Mid Cap - Service Class 2 Sub-Account FTVIP Franklin Growth and Income Securities - Class 2 Sub-Account FTVIP Franklin Income Securities - Class 2 Sub-Account FTVIP Franklin Large Cap Growth Securities - Class 2 Sub-Account FTVIP Franklin Small Cap Value Securities - Class 2 Sub-Account FTVIP Franklin U.S. Government - Class 2 Sub-Account FTVIP Mutual Discovery Securities - Class 2 Sub-Account FTVIP Mutual Shares Securities - Class 2 Sub-Account FTVIP Templeton Developing Markets Securities - Class 2 Sub-Account FTVIP Templeton Foreign Securities - Class 2 Sub-Account Lord Abbett Series - All Value Sub-Account Lord Abbett Series - Bond-Debuture Sub-Account Lord Abbett Series - Growth and Income Sub-Account Lord Abbett Series - Growth Opportunities Sub-Account Lord Abbett Series - Mid-Cap Value Sub-Account Oppenheimer Balanced/VA - Service Shares Sub-Account Oppenheimer Core Bond/VA - Service Shares Sub-Account Oppenheimer Capital Appreciation/VA - Service Shares Sub-Account Oppenheimer High Income/VA - Service Shares Sub-Account Oppenheimer Main Street(R)/VA - Service Shares Sub-Account Oppenheimer Main Street Small Cap(R)/VA - Service Shares Sub-Account Oppenheimer Strategic Bond/VA - Service Shares Sub-Account Oppenheimer MidCap/VA - Service Shares Sub-Account Putnam VT The George Putnam Fund of Boston - Class IB Sub-Account Putnam VT Global Asset Allocation - Class IB Sub-Account Putnam VT Growth and Income - Class IB Sub-Account Putnam VT High Yield - Class IB Sub-Account Putnam VT Income - Class IB Sub-Account

Putnam VT International Equity - Class IB Sub-Account Putnam VT Investors - Class IB Sub-Account Putnam VT Money Market - Class IB Sub-Account Putnam VT New Value - Class IB Sub-Account Putnam VT Voyager - Class IB Sub-Account STI Classic Capital Appreciation Sub-Account (2) STI Classic Large Cap Relative Value Sub-Account (2) STI Classic Small Cap Value Equity Sub-Account STI Classic Large Cap Value Equity Sub-Account Van Kampen LIT Comstock, Class II Sub-Account Van Kampen LIT Strategic Growth, Class II Sub-Account Van Kampen LIT Growth and Income, Class II Sub-Account Van Kampen LIT Money Market, Class II Sub-Account Van Kampen UIF Emerging Markets Debt, Class II Sub-Account (3) Van Kampen UIF Equity and Income, Class II Sub-Account (3) Van Kampen UIF Global Franchise, Class II Sub-Account (3) Van Kampen UIF Mid Cap Growth, Class II Sub-Account (3) Van Kampen UIF U.S. Mid Cap Value, Class II Sub-Account (3) Van Kampen UIF U.S. Real Estate, Class II Sub-Account (3)

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EXCLUDED

Fidelity VIP Growth Stock - Service Class 2 Sub-Account Oppenheimer Global Securities/VA - Service Shares Sub-Account Putnam VT Vista - Class IB Sub-Account

STI Classic Mid-Cap Equity Sub-Account (2) Van Kampen LIT Aggressive Growth, Class II Sub-Account (4) Van Kampen UIF Equity Growth, Class II Sub-Account (3) Van Kampen UIF Small Company Growth, Class II Sub-Account (3)

1) Effective October 1, 2004, the following Variable Sub-Accounts closed to new investments: the Putnam VT Health Sciences - Class IB Sub-Account, the Putnam VT New Opportunities - Class IB Sub-Account, the Putnam VT Research - Class IB Sub-Account, and the Putnam VT Utilities Growth and Income - Class IB Sub-Account.*

2) Effective May 31, 2007, the STI Classic Capital Appreciation Fund, the STI Classic Large Cap Relative Value Fund, and the STI Classic Mid-Cap Equity Fund will change their names to STI Classic Large Cap Growth Stock Fund, STI Classic Large Cap Core Equity Fund, and STI Classic Mid-Cap Core Equity Fund, respectively.

3) Morgan Stanley Investment Management Inc., the adviser to the UIF Portfolios, does business in certain instances using the name Van Kampen.

4) Effective May 1, 2006, the Van Kampen LIT Aggressive Growth, Class II Sub-Account closed to new investments.*

* AS NOTED ABOVE, CERTAIN VARIABLE SUB-ACCOUNTS ARE CLOSED TO NEW INVESTMENTS. IF YOU INVESTED IN THESE VARIABLE SUB-ACCOUNTS PRIOR TO THE EFFECTIVE CLOSE DATE, YOU MAY CONTINUE YOUR INVESTMENTS. IF PRIOR TO THE EFFECTIVE CLOSE DATE, YOU ENROLLED IN ONE OF OUR AUTOMATIC TRANSACTION PROGRAMS, SUCH AS AUTOMATIC ADDITIONS, PORTFOLIO REBALANCING OR DOLLAR COST AVERAGING, WE WILL CONTINUE TO EFFECT AUTOMATIC TRANSACTIONS TO THESE VARIABLE SUB-ACCOUNTS IN ACCORDANCE WITH THAT PROGRAM. OUTSIDE OF THESE AUTOMATIC TRANSACTION PROGRAMS, ADDITIONAL ALLOCATIONS WILL NOT BE ALLOWED. IF YOU CHOOSE TO ADD ANY WITHDRAWAL BENEFIT OPTION ON OR AFTER THE EFFECTIVE CLOSE DATE, YOU MUST TRANSFER ANY PORTION OF YOUR CONTRACT VALUE THAT IS ALLOCATED TO THESE VARIABLE SUB-ACCOUNTS TO ANY OF THE REMAINING VARIABLE SUB-ACCOUNTS AVAILABLE WITH A WITHDRAWAL BENEFIT OPTION PRIOR TO ADDING IT TO YOUR CONTRACT.

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INVESTMENT ALTERNATIVES: THE VARIABLE SUB-ACCOUNTS

You may allocate your purchase payments to up to 59* Variable Sub-Accounts. Each Variable Sub-Account invests in the shares of a corresponding Portfolio. Each Portfolio has its own investment objective(s) and policies. We briefly describe the Portfolios below.

For more complete information about each Portfolio, including expenses and risks associated with each Portfolio, please refer to the prospectuses for the Funds. We will mail to you a prospectus for each Portfolio related to the Variable Sub-Accounts to which you allocate your purchase payment.

YOU SHOULD CAREFULLY CONSIDER THE INVESTMENT OBJECTIVES, RISKS, CHARGES AND EXPENSES OF THE INVESTMENT ALTERNATIVES WHEN MAKING AN ALLOCATION TO THE VARIABLE SUB-ACCOUNTS. TO OBTAIN ANY OR ALL OF THE UNDERLYING PORTFOLIO

PROSPECTUSES, PLEASE CONTACT US AT 1-800-203-0068 OR GO TO WWW.ACCESSALLSTATE.COM.

* Up to five additional Variable Sub-Accounts may be available depending on the date you purchased your Contract. Please see page 48 for information about Sub-Account and/or Portfolio liquidations, mergers, closures and name changes.

PORTFOLIO:

Fidelity VIP EACH PORTFOLIO SEEKS:

Contrafund(R) Portfolio Long-term capital

- Service Class 2 appreciation INVESTMENT ADVISER:

Fidelity VIP Freedom High total return with a
2010 Portfolio - Service secondary objective of
Class 2 principal preservation as
 the fund approaches its
 target date and beyond

Fidelity VIP Freedom High total return with a
2020 Portfolio - Service secondary objective of
Class 2 principal preservation as
 the fund approaches its
 target date and beyond

Fidelity VIP Freedom High total return with a Fidelity Management &
2030 Portfolio - Service secondary objective of Research Company
Class 2 principal preservation as
 the fund approaches its
 target date and beyond

Fidelity VIP Freedom High total return with a
Income Portfolio - secondary objective of
Service Class 2 principal preservation

Fidelity VIP Growth To achieve capital
Stock Portfolio - appreciation
Service Class 2

Fidelity VIP Index 500 Investment results that
Portfolio - Service correspond to the total
Class 2 return of common stocks
 publicly traded in the
 United States as
 represented by the Standard
 & Poor's 500(SM) Index (S&P
 500(R))

Fidelity VIP Mid Cap Long-term growth of capital
Portfolio - Service Class 2

FTVIP Franklin Growth Capital appreciation with
and Income Securities current income as a
Fund - Class 2 secondary goal.

FTVIP Franklin Income To maximize income while
Securities Fund - Class maintaining prospects for Franklin Advisers, Inc.
2 capital appreciation.

FTVIP Franklin Large Cap Capital appreciation
Growth Securities Fund -
Class 2

FTVIP Franklin U.S. Income
Government Fund - Class
2

FTVIP Franklin Small Cap Long-term total return. Franklin Advisory
Value Securities Fund - Services, LLC
Class 2

FTVIP Mutual Discovery Capital appreciation
with Securities Fund - Class current income as a Franklin Mutual
2 secondary goal. Advisers, LLC

FTVIP Mutual Shares Capital appreciation with
Securities Fund - Class 2 income as a secondary goal

FTVIP Templeton Long-term capital Templeton Asset
Developing Markets appreciation. Management Ltd.
Securities Fund - Class 2

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FTVIP Templeton Foreign Securities Fund - Class 2 Long-term capital growth. Templeton Investment Counsel, LLC

Lord Abbett Series Fund - All Value Portfolio Long-term growth of capital and income without excessive fluctuations in market value

Lord Abbett Series Fund - Bond-Debenture Portfolio High current income and the opportunity for capital appreciation to produce a high total return

Lord, Abbett & Co. LLC

Lord Abbett Series Fund - Growth and Income Portfolio Long-term growth of capital and income without excessive fluctuations in market value

Lord Abbett Series Fund - Growth Opportunities Portfolio Capital appreciation

Lord Abbett Series Fund - Mid-Cap Value Portfolio Capital appreciation through investments, primarily in equity securities, which are believed to be undervalued in the marketplace

Oppenheimer MidCap Fund/VA - Service Shares Capital appreciation by investing in "growth type" companies.

Oppenheimer Balanced Fund/VA - Service Shares A high total investment return, which includes current income and capital appreciation in the value of its shares.

Oppenheimer Capital Appreciation Fund/VA - Service Shares Capital appreciation by investing in securities of well-known, established companies.

Oppenheimer Core Bond Fund/VA - Service Shares High level of current income. As a secondary objective, the Portfolio seeks capital appreciation when consistent with its primary objective.

OppenheimerFunds, Inc.

Oppenheimer Global Securities Fund/VA - Service Shares Long-term capital appreciation by investing a substantial portion of assets in securities of foreign issuers, growth-type companies, cyclical industries and special situations that are considered to have appreciation possibilities.

Oppenheimer High Income Fund/VA - Service Shares A high level of current income from investment in high-yield fixed-income securities.

Oppenheimer Main Street Fund(R)/VA - Service Shares High total return (which includes growth in the value of its shares as well as current income) from equity and debt securities.

Oppenheimer Main Street Capital appreciation.

Small Cap Fund(R)/VA -
Service Shares

Oppenheimer Strategic A high level of current
Bond Fund/VA - Service income principally derived
Shares from interest on debt
 securities.

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Putnam VT Global Asset Allocation Fund - Class IB A high level of long-term total return consistent with preservation of capital.

Putnam VT Growth and Income Fund - Class IB Capital growth and current income.

Putnam VT Health Sciences Fund - Class IB/(1)/ Capital appreciation.

Putnam VT High Yield Fund - Class IB High current income. Capital growth is a secondary goal when consistent with achieving high current income.

Putnam VT Income Fund - Class IB High current income consistent with what Putnam Management believes to be prudent risk.

Putnam VT International Equity Fund - Class IB Capital appreciation. Putnam Investment Management, LLC ("Putnam Management")

Putnam VT Investors Fund - Class IB Long-term growth of capital and any increased income that results from this growth.

Putnam VT Money Market Fund - Class IB As high a rate of current income as Putnam Management believes is consistent with preservation of capital and maintenance of liquidity.

Putnam VT New Opportunities Fund - Class IB/(1)/ Long-term capital appreciation.

Putnam VT New Value Fund - Class IB Long-term capital appreciation.

Putnam VT Research Fund - Class IB/(1)/ Capital appreciation.

Putnam VT The George Putnam Fund of Boston - Class IB To provide a balanced investment composed of a well diversified portfolio of value stocks and bonds, which produce both capital growth and current income.

Putnam VT Utilities Growth and Income Fund - Class IB/(1)/ Capital growth and current income.

Putnam VT Vista Fund - Class IB Capital appreciation.

Putnam VT Voyager Fund - Class IB Capital appreciation.

STI Classic Capital Appreciation Fund/(2)/ Capital appreciation

STI Classic Large Cap Relative Value Fund/(2)/ Long-term capital appreciation with the secondary goal of current income Trusco Capital Management, Inc.

STI Classic Large Cap Value Equity Fund Capital appreciation with the secondary goal of current income

STI Classic Mid-Cap Equity Fund/(2)/ Capital appreciation

STI Classic Small Cap Value Equity Fund Capital appreciation with the secondary goal of current income

Van Kampen LIT Aggressive Growth Portfolio, Class II/(3)/ Capital growth

Van Kampen LIT Comstock Portfolio, Class II Capital growth and income through investments in equity securities, including common stocks, preferred stocks and securities convertible into common and preferred stocks. Van Kampen Asset Management

Van Kampen LIT Strategic Growth Portfolio, Class II Capital appreciation.

Van Kampen LIT Growth and Income Portfolio, Class II Long-term growth of capital and income.

Van Kampen LIT Money Market Portfolio, Class II Protection of capital and high current income through investments in money market instruments.

Van Kampen UIF Emerging Markets Debt Portfolio, Class II High total return by investing primarily in fixed income securities of government and government-related issuers and, to a lesser extent, of corporate issuers in emerging market countries.

Van Kampen UIF Equity and Income Portfolio, Class II Capital appreciation and current income.

Van Kampen UIF Equity Growth Portfolio, Class II Long-term capital appreciation by investing primarily in growth-oriented equity securities of large capitalization companies.

Van Kampen UIF Global Franchise Portfolio, Class II Long-term capital appreciation. Van Kampen/(4)/

Van Kampen UIF Mid Cap Growth Portfolio, Class II Long-term capital growth by investing primarily in common stocks and other equity securities.

Van Kampen UIF Small Company Growth Portfolio, Class II Long-term capital appreciation by investing primarily in growth-oriented equity securities of small companies.

Van Kampen UIF U.S. Mid Cap Value Portfolio, Class II Above-average total return over a market cycle of three to five years by investing in common stocks and other equity securities.

Van Kampen UIF U.S. Real Estate Portfolio, Class II Above average current income and long-term capital appreciation by investing primarily in equity securities of companies in the U.S. real estate industry, including real estate investment trusts.

(1) Effective October 1, 2004, the Putnam VT Health Sciences - Class IB Sub-Account, Putnam VT New Opportunities - Class IB Sub-Account, Putnam VT Research - Class IB Sub-Account and the Putnam VT Utilities Growth and Income - Class IB Sub-Account are no longer available for new investments. If you are currently invested in these Variable Sub-Accounts, you may continue your investment. If, prior to October 1, 2004, you enrolled in one of our automatic transaction programs, such as automatic additions, portfolio rebalancing, or dollar cost averaging, we will continue to effect automatic transactions into these Variable Sub-Accounts in accordance with that program. Outside of these automatic transaction programs, additional allocations will not be allowed.

(2) Effective May 31, 2007, the STI Classic Capital Appreciation Fund, the STI Classic Large Cap Relative Value Fund, and the STI Classic Mid-Cap Equity Fund will change their names to STI Classic Large Cap Growth Stock Fund, STI Classic Large Cap Core Equity Fund, and STI Classic Mid-Cap Core Equity Fund, respectively.

(3) Effective May 1, 2006, the Van Kampen LIT Aggressive Growth, Class II Sub-Account closed to new investments. If you invested in this Variable Sub-Account prior to May 1, 2006, you may continue your investment. If prior to May 1, 2006, you enrolled in one of our automatic transaction programs, such as automatic additions, portfolio rebalancing or dollar cost averaging, we will continue to effect automatic transactions to this Variable Sub-Accounts in accordance with that program. Outside of these automatic transaction programs, additional allocations will not be allowed.

(4) Morgan Stanley Investment Management Inc., the adviser to the UIF Portfolios, does business in certain instances as Van Kampen.

AMOUNTS YOU ALLOCATE TO VARIABLE SUB-ACCOUNTS MAY GROW IN VALUE, DECLINE IN VALUE, OR GROW LESS THAN YOU EXPECT, DEPENDING ON THE INVESTMENT PERFORMANCE OF THE PORTFOLIOS IN WHICH THOSE VARIABLE SUB-ACCOUNTS INVEST. YOU BEAR THE INVESTMENT RISK THAT THE PORTFOLIOS MIGHT NOT MEET THEIR INVESTMENT OBJECTIVES. SHARES OF THE PORTFOLIOS ARE NOT DEPOSITS, OR OBLIGATIONS OF, OR GUARANTEED OR ENDORSED BY ANY BANK AND ARE NOT INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION, THE FEDERAL RESERVE BOARD OR ANY OTHER AGENCY.

VARIABLE INSURANCE PORTFOLIOS MIGHT NOT BE MANAGED BY THE SAME PORTFOLIO MANAGERS WHO MANAGE RETAIL MUTUAL FUNDS WITH SIMILAR NAMES. THESE PORTFOLIOS ARE LIKELY TO DIFFER FROM SIMILARLY NAMED RETAIL FUNDS IN ASSETS, CASH FLOW, AND TAX MATTERS. ACCORDINGLY, THE HOLDINGS AND RESULTS OF A VARIABLE INSURANCE PORTFOLIO CAN BE EXPECTED TO BE HIGHER OR LOWER THAN THE INVESTMENT RESULTS OF A SIMILARLY NAMED RETAIL MUTUAL FUND.

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INVESTMENT ALTERNATIVES: THE FIXED ACCOUNT OPTIONS

You may allocate all or a portion of your purchase payments to the Fixed Account Options. The Fixed Account Options we offer include the DOLLAR COST AVERAGING FIXED ACCOUNT OPTION, the STANDARD FIXED ACCOUNT OPTION, and the MARKET VALUE ADJUSTED FIXED ACCOUNT OPTION. We may offer additional Fixed Account Options in the future. Some Options are not available in all states. In addition, Allstate Life may limit the availability of some Fixed Account Options. Please consult with your representative for current information. The Fixed Account supports our insurance and annuity obligations. The Fixed Account consists of our general assets other than those in segregated asset accounts. We have sole discretion to invest the assets of the Fixed Account, subject to applicable law. Any money you allocate to the Fixed Account does not entitle you to share in the investment experience of the Fixed Account.

DOLLAR COST AVERAGING FIXED ACCOUNT OPTION

The Dollar Cost Averaging Fixed Account Option ("DCA Fixed Account Option") is one of the investment alternatives that you can use to establish a Dollar Cost Averaging Program, as described on page 54.

This option allows you to allocate purchase payments to the Fixed Account that will then automatically be transferred, along with interest, in equal monthly installments to the investment alternatives that you have selected. In the future, we may offer other installment frequencies in our discretion. Each purchase payment allocated to the DCA Fixed Account Option must be at least \$100.

At the time you allocate a purchase payment to the DCA Fixed Account Option, you must specify the term length over which the transfers are to take place. We use the term "TRANSFER PERIOD ACCOUNT" to refer to each purchase payment allocation made to the DCA Fixed Account Option for a specified term length. You establish a new Transfer Period Account each time you allocate a purchase payment to the DCA Fixed Account Option. We currently offer term lengths from which you may select for your Transfer Period Account(s), ranging from 3 to 12 months. We may modify or eliminate the term lengths we offer in the future. Refer to Appendix A for more information.

Your purchase payments will earn interest while in the DCA Fixed Account Option at the interest rate in effect at the time of the allocation, depending on the term length chosen for the Transfer Period Account and the type of Contract you have. The interest rates may also differ from those available for other Fixed Account Options. The minimum interest rate associated with the DCA Fixed Account Option is based upon state requirements and the date an application to purchase a Contract is signed. The minimum interest rate will not change after Contract issue.

You must transfer all of your money, plus accumulated interest, out of a Transfer Period Account to other investment alternatives in equal monthly installments during the term of the Transfer Period Account. We reserve the right to restrict the investment alternatives available for transfers from any Transfer Period Account. You may not transfer money from the Transfer Period Account to any of the Fixed Account Options available under your Contract. The first transfer will occur on the next Valuation Date after you establish a Transfer Period Account. If we do not receive an allocation instruction from you when we receive the purchase payment, we will transfer each installment to the Putnam VT Money Market - Class IB Sub-Account until we receive a different allocation instruction. At the expiration of a Transfer Period Account any remaining amounts in the Transfer Period Account will be transferred to the Putnam VT Money Market - Class IB Sub-Account unless you request a different investment alternative. Transferring Contract Value to the Putnam VT Money Market - Class IB Sub-Account in this manner may not be consistent with the theory of dollar cost averaging described on page 54.

If you discontinue the DCA Fixed Account Option before the expiration of a Transfer Period Account, we will transfer any remaining amount in the Transfer Period Account to the Putnam VT Money Market - Class IB Sub-Account unless you request a different investment alternative.

If you have a TrueReturn Option or Withdrawal Benefit Option, at the expiration of a Transfer Period Account or if you discontinue the DCA Fixed Account Option any amounts remaining in the Transfer Period Account will be transferred according to the investment requirements applicable to the Option you selected.

You may not transfer money into the DCA Fixed Account Option or add to an existing Transfer Period Account. You may not use the Automatic Additions Program to allocate purchase payments to the DCA Fixed Account Option.

The DCA Fixed Account Option currently is not available if you have selected the

ALLSTATE ADVISOR PREFERRED CONTRACT WITH NO WITHDRAWAL CHARGE OPTION.

The DCA Fixed Account Option may not be available in your state. Please check with your sales representative for availability.

STANDARD FIXED ACCOUNT OPTION

You may allocate purchase payments or transfer amounts into the Standard Fixed Account Option. Each such allocation establishes a "GUARANTEE PERIOD ACCOUNT"

within the Standard Fixed Account Option ("Standard Fixed Guarantee Period Account"), which is defined by the date of the allocation and the length of the initial interest rate guarantee period ("STANDARD FIXED GUARANTEE PERIOD"). You may not allocate a purchase payment or transfer to any existing Guarantee Period Account. Each purchase payment or transfer allocated to a Standard Fixed Guarantee Period Account must be at least \$100.

At the time you allocate a purchase payment or transfer amount to the Standard Fixed Account Option, you must select the Guarantee Period for that allocation from among the available Standard Fixed Guarantee Periods. For Allstate Advisor Contracts, we currently offer Standard Fixed Guarantee Periods of 1, 3, 5 and 7 years in length. For Allstate Advisor Preferred Contracts, we currently are not offering the Standard Fixed Account Option. Refer to Appendix A for more information. We may offer other Guarantee Periods in the future. If you allocate a purchase payment to the Standard Fixed Account Option, but do not select a Standard Fixed Guarantee Period for the new Standard Fixed Guarantee Period Account, we will allocate the purchase payment or transfer to a new Standard Fixed Guarantee Period Account with the same Standard Fixed Guarantee Period as the Standard Fixed Guarantee Period Account of your most recent purchase payment or transfer. If we no longer offer that Standard Fixed Guarantee Period, then we will allocate the purchase payment or transfer to a new Standard Fixed Guarantee Period Account with the next shortest term currently offered. If you have not made a prior allocation to a Guarantee Period Account, then we will allocate the purchase payment or transfer to a new Standard Fixed Guarantee Period Account of the shortest Standard Fixed Guarantee Period we are offering at that time.

Some Standard Fixed Guarantee Periods are not available in all states. Please check with your sales representative for availability.

The amount you allocate to a Standard Fixed Guarantee Period Account will earn interest at the interest rate in effect for that Standard Fixed Guarantee Period at the time of the allocation. Interest rates may differ depending on the type of Contract you have and may also differ from those available for other Fixed Account Options. The minimum interest rate associated with the Standard Fixed Account Option is based upon state requirements and the date an application to purchase a Contract is signed. This minimum interest rate will not change after Contract issue.

In any Contract Year, the combined amount of withdrawals and transfers from a Standard Fixed Guarantee Period Account may not exceed 30% of the amount used to establish that Standard Fixed Guarantee Period Account. This limitation is waived if you withdraw your entire Contract Value. It is also waived for amounts in a Standard Fixed Guarantee Period Account during the 30 days following its renewal date ("30-DAY WINDOW"), described below, and for a single withdrawal made by your surviving spouse within one year of continuing the Contract after your death.

Amounts under the 30% limit that are not withdrawn in a Contract Year do not carry over to subsequent Contract Years.

At the end of a Standard Fixed Guarantee Period and each year thereafter, we will declare a renewal interest rate that will be guaranteed for 1 year. Subsequent renewal dates will be on the anniversaries of the first renewal date. Prior to a renewal date, we will send you a notice that will outline the options available to you. During the 30-Day Window following the expiration of a Standard Fixed Guarantee Period Account, the 30% limit for transfers and withdrawals from that Guarantee Period Account is waived and you may elect to:

- . transfer all or part of the money from the Standard Fixed Guarantee Period Account to establish a new Guarantee Period Account within the Standard Fixed Account Option or the Market Value Adjusted Fixed Account Option, if available; or
- . transfer all or part of the money from the Standard Fixed Guarantee Period Account to other investment alternatives available at the time; or
- . withdraw all or part of the money from the Standard Fixed Guarantee Period Account. Withdrawal charges and taxes may apply.

Withdrawals taken to satisfy IRS minimum distribution rules will count against the 30% limit. The 30% limit will be waived for a Contract Year to the extent that:

- . you have already exceeded the 30% limit and you must still make a withdrawal during that Contract Year to satisfy IRS minimum distribution rules; or
- . you have not yet exceeded the 30% limit but you must make a withdrawal during that Contract Year to satisfy IRS minimum distribution rules, and such withdrawal will put you over the 30% limit.

The money in the Standard Fixed Guarantee Period Account will earn interest at the declared renewal rate from the renewal date until the date we receive notification of your election. If we receive notification of your election to make a transfer or withdrawal from a renewing Standard Fixed Guarantee Period Account on or before the renewal date, the transfer or withdrawal will be deemed to have occurred on the renewal date. If we receive notification of your election to make a transfer or withdrawal from the renewing Standard Fixed Guarantee Period Account after the renewal date, but before the expiration of the 30-Day Window, the transfer or withdrawal will be deemed to have occurred on the day we receive such notice. Any remaining balance not withdrawn or transferred from the renewing Standard Fixed Guarantee Period Account will continue to earn interest until the next renewal date at the declared

renewal rate. If we do not receive notification from you within the 30-Day Window, we will assume that you have elected to renew the Standard Fixed Guarantee Period Account and the amount in the renewing Standard Fixed Guarantee Period Account will continue to earn interest at the declared renewal rate until the next renewal date, and will be subject to all restrictions of the Standard Fixed Account Option.

The Standard Fixed Account Option currently is not available with the ALLSTATE

ADVISOR PREFERRED CONTRACT.

MARKET VALUE ADJUSTED FIXED ACCOUNT OPTION

You may allocate purchase payments or transfer amounts into the Market Value Adjusted Fixed Account Option. Each such allocation establishes a Guarantee Period Account within the Market Value Adjusted Fixed Account Option ("Market Value Adjusted Fixed Guarantee Period Account"), which is defined by the date of the allocation and the length of the initial interest rate guarantee period ("MARKET VALUE ADJUSTED FIXED GUARANTEE PERIOD"). You may not allocate a purchase payment or transfer to any existing Guarantee Period Account. Each purchase payment or transfer allocated to a Market Value Adjusted Fixed Guarantee Period Account must be at least \$100.

At the time you allocate a purchase payment or transfer amount to the Market Value Adjusted Fixed Account Option, you must select the Guarantee Period for that allocation from among the Guarantee Periods available for the Market Value Adjusted Fixed Account Option ("Market Value Adjusted Fixed Guarantee Periods").

We currently offer Market Value Adjusted Fixed Guarantee Periods of 3, 5, 7, and 10 years. Refer to Appendix A for more information. We may offer other Guarantee Periods in the future. If you allocate a purchase payment to the Market Value Adjusted Fixed Account Option, but do not select a Market Value Adjusted Fixed Guarantee Period for the new Market Value Adjusted Fixed Guarantee Period Account, we will allocate the purchase payment or transfer to a new Market Value Adjusted Fixed Guarantee Period Account with the same Market Value Adjusted Fixed Guarantee Period as the Market Value Adjusted Fixed Guarantee Period Account of your most recent purchase payment or transfer. If we no longer offer that Market Value Adjusted Fixed Guarantee Period, then we will allocate the purchase payment or transfer to a new Market Value Adjusted Fixed Guarantee Period Account with the next shortest term currently offered.

If you have not made a prior allocation to a Market Value Adjusted Fixed Guarantee Period Account, then we will allocate the purchase payment or transfer to a new Market Value Adjusted Fixed Guarantee Period Account of the shortest Market Value Adjusted Fixed Guarantee Period we are offering at that time. The Market Value Adjusted Fixed Account Option is not available in all states.

Please check with your sales representative for availability.

The amount you allocate to a Market Value Adjusted Fixed Guarantee Period Account will earn interest at the interest rate in effect for that Market Value Adjusted Fixed Guarantee Period at the time of the allocation. Interest rates may differ depending on the type of Contract you have and may also differ from those available for other Fixed Account Options.

Withdrawals and transfers from a Market Value Adjusted Fixed Guarantee Period Account may be subject to a Market Value Adjustment. A Market Value Adjustment may also apply to amounts in the Market Value Adjusted Fixed Account Option if we pay Death Proceeds or if the Payout Start Date begins on a day other than during the 30-day period after such Market Value Adjusted Fixed Guarantee Period Account expires ("30-Day MVA Window"). We will not make a Market Value Adjustment if you make a transfer or withdrawal during the 30-Day MVA Window.

We apply a Market Value Adjustment to reflect changes in interest rates from the time you first allocate money to a Market Value Adjusted Fixed Guarantee Period Account to the time the money is taken out of that Market Value Adjusted Fixed Guarantee Period Account under the circumstances described above. We use the U.S. Treasury Note Constant Maturity Yield as reported in Federal Reserve Board Statistical Release H.15 ("TREASURY RATE") to calculate the Market Value Adjustment. We do so by comparing the Treasury Rate for a maturity equal to the Market Value Adjusted Fixed Guarantee Period at the time the Market Value Adjusted Fixed Guarantee Period Account is established with the Treasury Rate for the same maturity at the time the money is taken from the Market Value Adjusted Fixed Guarantee Period Account.

The Market Value Adjustment may be positive or negative, depending on changes in interest rates. As such, you bear the investment risk associated with changes in interest rates. If interest rates have increased since the establishment of a Market Value Adjusted Fixed Guarantee Period Account, the Market Value Adjustment, together with any applicable withdrawal charges, premium taxes, and income tax withholdings could reduce the amount you receive upon full withdrawal from a Market Value Adjusted Fixed Guarantee Period Account to an amount less than the purchase payment used to establish that Market Value Adjusted Fixed Guarantee Period Account.

Generally, if at the time you establish a Market Value Adjusted Fixed Guarantee Period Account, the Treasury Rate for a maturity equal to that Market Value Adjusted Fixed Guarantee Period is higher than the applicable Treasury Rate at the time money is to be taken from the Market Value Adjusted Fixed Guarantee Period Account, the Market Value Adjustment will be positive. Conversely, if at the time you establish a Market Value Adjusted Fixed Guarantee Period Account, the applicable Treasury Rate is lower than the applicable Treasury Rate



at the time the money is to be taken from the Market Value Adjusted Fixed Guarantee Period Account, the Market Value Adjustment will be negative.

For example, assume that you purchase a Contract and allocate part of the initial purchase payment to the Market Value Adjusted Fixed Account Option to establish a 5-year Market Value Adjusted Fixed Guarantee Period Account. Assume that the 5-year Treasury Rate at that time is 4.50%. Next, assume that at the end of the 3rd year, you withdraw money from the Market Value Adjusted Fixed Guarantee Period Account. If, at that time, the 5-year Treasury Rate is 4.20%, then the Market Value Adjustment will be positive. Conversely, if the 5-year Treasury Rate at that time is 4.80%, then the Market Value Adjustment will be negative.

The formula used to calculate the Market Value Adjustment and numerical examples illustrating its application are shown in Appendix B of this prospectus.

At the end of a Market Value Adjusted Fixed Guarantee Period, the Market Value Adjusted Fixed Guarantee Period Account expires and we will automatically transfer the money from such Guarantee Period Account to establish a new Market Value Adjusted Fixed Guarantee Period Account with the same Market Value Adjusted Fixed Guarantee Period, unless you notify us otherwise. The new Market Value Adjusted Fixed Guarantee Period Account will be established as of the day immediately following the expiration date of the expiring Market Value Adjusted Guarantee Period Account ("New Account Start Date.") If the Market Value Adjusted Fixed Guarantee Period is no longer being offered, we will establish a new Market Value Adjusted Fixed Guarantee Period Account with the next shortest Market Value Adjusted Fixed Guarantee Period available. Prior to the expiration date, we will send you a notice, which will outline the options available to you. During the 30-Day MVA Window a Market Value Adjustment will not be applied to transfers and withdrawals from the expiring Market Value Adjusted Fixed Guarantee Period Account and you may elect to:

- . transfer all or part of the money from the Market Value Adjusted Fixed Guarantee Period Account to establish a new Guarantee Period Account within the Standard Fixed Account Option or the Market Value Adjusted Fixed Account Option, if available; or
- . transfer all or part of the money from the Market Value Adjusted Fixed Guarantee Period Account to other investment alternatives available at the time; or
- . withdraw all or part of the money from the Market Value Adjusted Fixed Guarantee Period Account. Withdrawal charges and taxes may apply.

The money in the Market Value Adjusted Fixed Guarantee Period Account will earn interest at the interest rate declared for the new Market Value Adjusted Fixed Guarantee Period Account from the New Account Start Date until the date we receive notification of your election. If we receive notification of your election to make a transfer or withdrawal from an expiring Market Value Adjusted Fixed Guarantee Period Account on or before the New Account Start Date, the transfer or withdrawal will be deemed to have occurred on the New Account Start Date. If we receive notification of your election to make a transfer or withdrawal from the expiring Market Value Adjusted Fixed Guarantee Period Account after the New Account Start Date, but before the expiration of the 30-Day MVA Window, the transfer or withdrawal will be deemed to have occurred on the day we receive such notice. Any remaining balance not withdrawn or transferred will earn interest for the term of the new Market Value Adjusted Fixed Guarantee Period Account, at the interest rate declared for such Account.

If we do not receive notification from you within the 30-Day Window, we will assume that you have elected to transfer the amount in the expiring Market Value Adjusted Fixed Guarantee Period Account to establish a new Market Value Adjusted Fixed Guarantee Period Account with the same Market Value Adjusted Fixed Guarantee Period, and the amount in the new Market Value Adjusted Fixed Guarantee Period Account will continue to earn interest at the interest rate declared for the new Market Value Adjusted Fixed Guarantee Period Account, and will be subject to all restrictions of the Market Value Adjusted Fixed Account Option. If we no longer offer that Market Value Adjusted Fixed Guarantee Period, the Market Value Adjusted Fixed Guarantee Period for the new Market Value Adjusted Fixed Guarantee Period Account will be the next shortest term length we offer for the Market Value Adjusted Fixed Account Option at that time, and the interest rate will be the rate declared by us at that time for such term.

INVESTMENT ALTERNATIVES: TRANSFERS

TRANSFERS DURING THE ACCUMULATION PHASE

During the Accumulation Phase, you may transfer Contract Value among the investment alternatives. You may not transfer Contract Value to the DCA Fixed Account Option or add to an existing Transfer Period Account. You may request transfers in writing on a form that we provided or by telephone according to the procedure described below.

You may make up to 12 transfers per Contract Year without charge. A transfer fee equal to 1.00% of the amount transferred applies to each transfer after the 12th transfer in any Contract Year. This fee may be changed, but in no event will it exceed 2.00% of the amount

transferred. Multiple transfers on a single Valuation Date are considered a single transfer for purposes of assessing the transfer fee. If you added the TrueReturn Option or a Withdrawal Benefit Option to your Contract, certain restrictions on transfers apply. See the "TrueReturn(SM) Accumulation Benefit Option" and "Withdrawal Benefit Options" sections of this prospectus for more information.

The minimum amount that you may transfer from the Standard Fixed Account Option, Market Value Adjusted Fixed Account Option or a Variable Sub-Account is \$100 or the total remaining balance in the Standard Fixed Account Option, Market Value Adjusted Fixed Account Option or the Variable Sub-Account, if less. These limitations do not apply to the DCA Fixed Account Option. The total amount that you may transfer or withdraw from a Standard Fixed Guarantee Period Account in a Contract Year is 30% of the amount used to establish that Guarantee Period Account. See "Standard Fixed Account Option". The minimum amount that can be transferred to the Standard Fixed Account Option and the Market Value Adjusted Fixed Account Option is \$100.

We will process transfer requests that we receive before 3:00 p.m. Central Time on any Valuation Date using the Accumulation Unit Values for that Date. We will process requests completed after 3:00 p.m. on any Valuation Date using the Accumulation Unit Values for the next Valuation Date. The Contract permits us to defer transfers from the Fixed Account Options for up to 6 months from the date we receive your request. If we decide to postpone transfers from any Fixed Account Option for 30 days or more, we will pay interest as required by applicable law. Any interest would be payable from the date we receive the transfer request to the date we make the transfer.

We reserve the right to waive any transfer restrictions.

TRANSFERS DURING THE PAYOUT PHASE

During the Payout Phase, you may make transfers among the Variable Sub-Accounts so as to change the relative weighting of the Variable Sub-Accounts on which your variable income payments will be based. You may make up to 12 transfers per Contract Year within each Income Plan. You may not convert any portion of your fixed income payments into variable income payments. You may not make transfers among Income Plans. You may make transfers from the variable income payments to the fixed income payments to increase the proportion of your income payments consisting of fixed income payments, unless you have selected the Income Protection Benefit Option.

TELEPHONE OR ELECTRONIC TRANSFERS

You may make transfers by telephone by calling 1-800-203-0068. The cut-off time for telephone transfer requests is 3:00 p.m. Central Time. In the event that the New York Stock Exchange closes early, i.e., before 3:00 p.m. Central Time, or in the event that the Exchange closes early for a period of time but then reopens for trading on the same day, we will process telephone transfer requests as of the close of the Exchange on that particular day. We will not accept telephone requests received from you at any telephone number other than the number that appears in this paragraph or received after the close of trading on the Exchange. If you own the Contract with a joint Contract Owner, unless we receive contrary instructions, we will accept instructions from either you or the other Contract Owner.

We may suspend, modify or terminate the telephone transfer privilege, as well as any other electronic or automated means we previously approved, at any time without notice.

We use procedures that we believe provide reasonable assurance that the telephone transfers are genuine. For example, we tape telephone conversations with persons purporting to authorize transfers and request identifying information. Accordingly, we disclaim any liability for losses resulting from allegedly unauthorized telephone transfers. However, if we do not take reasonable steps to help ensure that a telephone authorization is valid, we may be liable for such losses.

MARKET TIMING & EXCESSIVE TRADING

The Contracts are intended for long-term investment. Market timing and excessive trading can potentially dilute the value of Variable Sub-Accounts and can disrupt management of a Portfolio and raise its expenses, which can impair Portfolio performance and adversely affect your Contract Value. Our policy is not to accept knowingly any money intended for the purpose of market timing or excessive trading. Accordingly, you should not invest in the Contract if your purpose is to engage in market timing or excessive trading, and you should refrain from such practices if you currently own a Contract.

We seek to detect market timing or excessive trading activity by reviewing trading activities. Portfolios also may report suspected market-timing or excessive trading activity to us. If, in our judgment, we determine that the transfers are part of a market timing strategy or are otherwise harmful to the underlying Portfolio, we will impose the trading limitations as described below under "Trading Limitations." Because there is no universally accepted definition of what constitutes market timing or excessive trading, we will use our reasonable judgment based on all of the circumstances.

While we seek to deter market timing and excessive trading in Variable Sub-Accounts, because our procedures involve the exercise of reasonable judgment, we may not identify or prevent some market timing or excessive trading. Moreover, imposition of trading limitations is triggered by the detection of market timing or excessive trading activity, and the trading limitations are not applied prior to detection of such trading activity.

Therefore, our policies and procedures do not prevent such trading activity before it is detected. As a result, some investors may be able to engage in market timing and excessive trading, while others are prohibited, and the Portfolio may experience the adverse effects of market timing and excessive trading described above.

TRADING LIMITATIONS

We reserve the right to limit transfers among the investment alternatives in any Contract year, require that all future transfer requests be submitted through U.S. Postal Service First Class Mail thereby refusing to accept transfer requests via telephone, facsimile, Internet, or overnight delivery, or to refuse any transfer request, if:

- . we believe, in our sole discretion, that certain trading practices, such as excessive trading, by, or on behalf of, one or more Contract Owners, or a specific transfer request or group of transfer requests, may have a detrimental effect on the Accumulation Unit Values of any Variable Sub-Account or on the share prices of the corresponding Portfolio or otherwise would be to the disadvantage of other Contract Owners; or
 - . we are informed by one or more of the Portfolios that they intend to restrict the purchase, exchange, or redemption of Portfolio shares because of excessive trading or because they believe that a specific transfer or group of transfers would have a detrimental effect on the prices of Portfolio shares.
- In making the determination that trading activity constitutes market timing or excessive trading, we will consider, among other things:
- . the total dollar amount being transferred, both in the aggregate and in the transfer request;
 - . the number of transfers you make over a period of time and/or the period of time between transfers (note: one set of transfers to and from a Variable Sub-Account in a short period of time can constitute market timing);
 - . whether your transfers follow a pattern that appears designed to take advantage of short term market fluctuations, particularly within certain Variable Sub-Account underlying Portfolios that we have identified as being susceptible to market timing activities (e.g., International, High Yield, and Small Cap Variable Sub-Accounts);
 - . whether the manager of the underlying Portfolio has indicated that the transfers interfere with Portfolio management or otherwise adversely impact the Portfolio; and
 - . the investment objectives and/or size of the Variable Sub-Account underlying Portfolio.

We seek to apply these trading limitations uniformly. However, because these determinations involve the exercise of discretion, it is possible that we may not detect some market timing or excessive trading activity. As a result, it is possible that some investors may be able to engage in market timing or excessive trading activity, while others are prohibited, and the Portfolio may experience the adverse effects of market timing and excessive trading described above.

If we determine that a Contract Owner has engaged in market timing or excessive trading activity, we will require that all future transfer requests be submitted through U.S. Postal Service First Class Mail thereby refusing to accept transfer requests via telephone, facsimile, Internet, or overnight delivery. If we determine that a Contract Owner continues to engage in a pattern of market timing or excessive trading activity we will restrict that Contract Owner from making future additions or transfers into the impacted Variable Sub-Account(s) or will restrict that Contract Owner from making future additions or transfers into the class of Variable Sub-Account(s) if the Variable Sub-Account(s) involved are vulnerable to arbitrage market timing trading activity (e.g., International, High Yield, and Small Cap Variable Sub-Accounts).

In our sole discretion, we may revise our Trading Limitations at any time as necessary to better deter or minimize market timing and excessive trading or to comply with regulatory requirements.

SHORT TERM TRADING FEES

The underlying Portfolios are authorized by SEC regulation to adopt and impose redemption fees if a Portfolio's Board of Directors determines that such fees are necessary to minimize or eliminate short-term transfer activity that can reduce or dilute the value of outstanding shares issued by the Portfolio. The Portfolio will set the parameters relating to the redemption fee and such parameters may vary by Portfolio. If a Portfolio elects to adopt and charge redemption fees, these fees will be passed on to the Contract Owner(s) responsible for the short-term transfer activity generating the fee.

We will administer and collect redemption fees in connection with transfers between the Variable Sub-Accounts and forward these fees to the Portfolio. Please consult the Portfolio's prospectus for more complete information regarding the fees and charges associated with each Portfolio.

DOLLAR COST AVERAGING PROGRAM

Through our Dollar Cost Averaging Program, you may automatically transfer a fixed dollar amount on a regular basis from any Variable Sub-Account or any Fixed Account Option to any of the other Variable Sub-Accounts. You may not use the Dollar Cost Averaging Program to transfer amounts to the Fixed Account Options. This program is available only during the Accumulation Phase.

We will not charge a transfer fee for transfers made under this Program, nor will such transfers count against the 12



transfers you can make each Contract Year without paying a transfer fee.

The theory of dollar cost averaging is that if purchases of equal dollar amounts are made at fluctuating prices, the aggregate average cost per unit will be less than the average of the unit prices on the same purchase dates. However, participation in this Program does not assure you of a greater profit from your purchases under the Program nor will it prevent or necessarily reduce losses in a declining market. Call or write us for instructions on how to enroll.

AUTOMATIC PORTFOLIO REBALANCING PROGRAM

Once you have allocated your money among the Variable Sub-Accounts, the performance of each Sub-Account may cause a shift in the percentage you allocated to each Sub-Account. If you select our Automatic Portfolio Rebalancing Program, we will automatically rebalance the Contract Value in each Variable Sub-Account and return it to the desired percentage allocations. Money you allocate to the Fixed Account will not be included in the rebalancing.

We will rebalance your account quarterly, semi-annually, or annually. We will measure these periods according to your instructions. We will transfer amounts among the Variable Sub-Accounts to achieve the percentage allocations you specify. You can change your allocations at any time by contacting us in writing or by telephone. The new allocation will be effective with the first rebalancing that occurs after we receive your written or telephone request. We are not responsible for rebalancing that occurs prior to receipt of proper notice of your request.

Example:

Assume that you want your initial purchase payment split among 2 Variable Sub-Accounts. You want 40% to be in the Putnam VT Income - Class IB Sub-Account and 60% to be in the Oppenheimer MidCap/VA - Service Shares Sub-Account. Over the next 2 months the bond market does very well while the stock market performs poorly. At the end of the first quarter, the Putnam VT Income - Class IB Sub-Account now represents 50% of your holdings because of its increase in value. If you choose to have your holdings in a Contract or Contracts rebalanced quarterly, on the first day of the next quarter we would sell some of your units in the Putnam VT Income - Class IB Sub-Account for the appropriate Contract(s) and use the money to buy more units in the Oppenheimer MidCap/VA - Service Shares Sub-Account so that the percentage allocations would again be 40% and 60% respectively.

The transfers made under the program do not count towards the 12 transfers you can make without paying a transfer fee, and are not subject to a transfer fee.

Portfolio rebalancing is consistent with maintaining your allocation of investments among market segments, although it is accomplished by reducing your Contract Value allocated to the Variable Sub-Accounts that performed better during the previous time period.

EXPENSES

As a Contract Owner, you will bear, directly or indirectly, the charges and expenses described below.

CONTRACT MAINTENANCE CHARGE

During the Accumulation Phase, on each Contract Anniversary, we will deduct a \$30 contract maintenance charge from your assets invested in the Putnam VT Money Market Variable Sub-Account. If there are insufficient assets in that Variable Sub-Account, we will deduct the balance of the charge proportionally from the other Variable Sub-Accounts. We also will deduct this charge if you withdraw your entire Contract Value, unless your Contract qualifies for a waiver. During the Payout Phase, we will deduct the charge proportionately from each income payment.

The charge is to compensate us for the cost of administering the Contracts and the Variable Account. Maintenance costs include expenses we incur in billing and collecting purchase payments; keeping records; processing death claims, cash withdrawals, and policy changes; proxy statements; calculating Accumulation Unit Values and income payments; and issuing reports to Contract Owners and regulatory agencies. We cannot increase the charge. We will waive this charge:

. for the remaining term of the Contract once your total purchase payments to the Contract equal \$50,000 or more; or

. for a Contract Anniversary, if on that date, your entire Contract Value is allocated to the Fixed Account Options, or after the Payout Start Date, if all income payments are fixed income payments.

We also reserve the right to waive this charge if you own more than one Contract and the Contracts meet certain minimum dollar amount requirements. In addition, we reserve the right to waive this charge for all Contracts.

ADMINISTRATIVE EXPENSE CHARGE

We deduct an administrative expense charge daily at an annual rate of 0.19% of the average daily net assets you have invested in the Variable Sub-Accounts. We intend this charge to cover actual administrative expenses that exceed the revenues from the contract maintenance charge. There is no necessary relationship between the amount of administrative charge imposed on a given



Contract and the amount of expenses that may be attributed to that Contract. We assess this charge each day during the Accumulation Phase and the Payout Phase. We may increase this charge for Contracts issued in the future, but in no event will it exceed 0.35%. We guarantee that after your Contract is issued we will not increase this charge for your Contract.

MORTALITY AND EXPENSE RISK CHARGE

We deduct a mortality and expense risk charge daily from the net assets you have invested in the Variable Sub-Accounts. We assess mortality and expense risk charges during the Accumulation and Payout Phases of the Contract, except as noted below. The annual mortality and expense risk charge for the Contracts without any optional benefit are as follows:

ALLSTATE ADVISOR	1.10%
ALLSTATE ADVISOR PREFERRED (5-YEAR WITHDRAWAL CHARGE OPTION)	1.40%
ALLSTATE ADVISOR PREFERRED (3-YEAR WITHDRAWAL CHARGE OPTION)	1.50%
ALLSTATE ADVISOR PREFERRED (NO WITHDRAWAL CHARGE OPTION)	1.60%

The mortality and expense risk charge is for all the insurance benefits available with your Contract (including our guarantee of annuity rates and the death benefits), for certain expenses of the Contract, and for assuming the risk (expense risk) that the current charges will not be sufficient in the future to cover the cost of administering the Contract. If the charges under the Contract are not sufficient, then we will bear the loss. We charge an additional amount for the optional benefits to compensate us for the additional risk that we accept by providing these options.

You will pay additional mortality and expense risk charges if you add any optional benefits to your Contract. The additional mortality and expense risk charge you pay will depend upon which of the options you select:

. MAV Death Benefit Option: The current mortality and expense risk charge for this option is 0.20%. This charge may be increased, but will never exceed 0.30%. We guarantee that we will not increase the mortality and expense risk charge for this option after you have added it to your Contract. We deduct the charge for this option only during the Accumulation Phase.

. Enhanced Beneficiary Protection (Annual Increase) Option: The current mortality and expense risk charge for this option is 0.30%. This charge will never exceed 0.30%. We guarantee that we will not increase the mortality and expense risk charge for this option after you have added it to your Contract. We deduct the charge for this option only during the Accumulation Phase.

. Earnings Protection Death Benefit Option: The current mortality and expense risk charge for this option is:

. 0.25% (maximum of 0.35%) if the oldest Contract Owner and oldest Annuitant are age 70 or younger on the Rider Application Date;

. 0.40% (maximum of 0.50%) if the oldest Contract Owner or oldest Annuitant is age 71 or older and both are age 79 or younger on the Rider Application Date.

The charges may be increased but they will never exceed the maximum charges shown above. We guarantee that we will not increase the mortality and expense risk charge for this option after you have added it to your Contract. However, if your spouse elects to continue the Contract in the event of your death and if he or she elects to continue the Earnings Protection Death Benefit Option, the charge will be based on the ages of the oldest new Contract Owner and the oldest Annuitant at the time the Contract is continued. Refer to the Death Benefit Payments provision in this prospectus for more information. We deduct the charge for this option only during the Accumulation Phase.

. Income Protection Benefit Option: The current mortality and expense risk charge for this option is 0.50%. This charge may be increased, but will never exceed 0.75%. We guarantee that we will not increase the mortality and expense risk charge for this option after you have added it to your Contract. The charge will be deducted only during the Payout Phase.

TRUERETURN(SM) ACCUMULATION BENEFIT OPTION FEE

We charge a separate annual Rider Fee for the TrueReturn Option. The current annual Rider Fee is 0.50% of the Benefit Base. We deduct the Rider Fee on each Contract Anniversary during the Rider Period or until you terminate the Option, if earlier. We reserve the right to increase the Rider Fee to up to 1.25%. We currently charge the same Rider Fee regardless of the Rider Period and Guarantee Option you select, however we reserve the right to charge different fees for different Rider Periods and Guarantee Options in the future. However, once we issue your Option, we cannot change the Rider Fee that applies to your Contract. If you elect to exercise the Rider Trade-In Option, the new Rider Fee will be based on the Rider Fee percentage applicable to a new TrueReturn Option at the time of trade-in.

The Rider Fee is deducted only from the Variable Sub-Account(s) on a pro rata basis in the proportion that your value in each Variable Sub-Account bears to your total value in all Variable Sub-Accounts. Rider Fees will decrease the number of Accumulation Units in each Variable Sub-Account. If you terminate this Option prior to the Rider Maturity Date on a date other than a Contract Anniversary, we will deduct an entire Rider Fee



from your Contract Value on the date the Option is terminated. However, if the Option is terminated due to death of the Contract Owner or Annuitant, we will not charge a Rider Fee unless the date we receive a Complete Request for Settlement of the Death Proceeds is also a Contract Anniversary. If the Option is terminated on the Payout Start Date, we will not charge a Rider Fee unless the Payout Start Date is also a Contract Anniversary. Additionally, if you elect to exercise the Rider Trade-In Option and cancel the Option on a date other than a Contract Anniversary, we will not deduct a Rider Fee on the date the Option is terminated. Refer to the "TrueReturn(SM) Accumulation Benefit Option" section of this prospectus for more information.

SPOUSAL PROTECTION BENEFIT (CO-ANNUITANT) OPTION FEE AND SPOUSAL PROTECTION BENEFIT (CO-ANNUITANT) OPTION FOR CUSTODIAL INDIVIDUAL RETIREMENT ACCOUNTS FEE We charge a separate annual Rider Fee for both the Spousal Protection Benefit (Co-Annuitant) Option and Spousal Protection Benefit (Co-Annuitant) Option for Custodial Individual Retirement Accounts. The current annual Rider Fee is 0.10% of the Contract Value for either Option. This applies to all new Options added on or after January 1, 2005. For Options added prior to January 1, 2005, there is no charge associated with the Options. We deduct the Rider Fee on each Contract Anniversary up to and including the date you terminate the Option. We reserve the right to increase the annual Rider Fee to up to 0.15% of the Contract Value. We reserve the right to charge different Rider Fees for new Spousal Protection Benefit (Co-Annuitant) Options and/ or new Spousal Protection Benefit (Co-Annuitant) Options for Custodial Individual Retirement Accounts we offer in the future. Once we issue your Option, we cannot change the Rider Fee that applies to your Contract.

The Rider Fee is deducted only from the Variable Sub-Account(s) on a pro-rata basis in the proportion that your value in each Variable Sub-Account bears to your total value in all Variable Sub-Accounts. Rider Fees will decrease the number of Accumulation Units in each Variable Sub-Account. If, at the time the Rider Fee is deducted, the Rider Fee exceeds the total value in all Variable Sub-Accounts, the excess of the Rider Fee over the total value in all Variable Sub-Accounts will be waived.

The first Rider Fee will be deducted on the first Contract Anniversary following the Rider Date. A Rider Fee will be deducted on each subsequent Contract Anniversary up to and including the date the Option is terminated. We will not charge a Rider Fee on the date the Option is terminated, on a date other than the Contract Anniversary, if the Option is terminated on the Payout Start Date or due to death of the Contract Owner or Annuitant.

For the first Contract Anniversary following the Rider Date, the Rider Fee is equal to the number of months from the Rider Date to the first Contract Anniversary, divided by twelve, multiplied by 0.10%, with the result multiplied by the Contract Value as of the first Contract Anniversary. For subsequent Contract Anniversaries, the Rider Fee is equal to 0.10% multiplied by the Contract Value as of that Contract Anniversary. If you terminate this Option on a date other than a Contract Anniversary, we will deduct a Rider Fee. The Rider Fee will be pro-rated to cover the period from the last Contract Anniversary to the date of termination, or if you terminate this Option during the first Benefit Year, from the Rider Date to the date of termination. The pro-rated Rider Fee will be equal to the number of full months from the Contract Anniversary to the date of termination, or if you terminate this Option during the first Contract Year after adding the Option, the number of full months from the Rider Date to the date of termination, divided by twelve, multiplied by 0.10%, with the result multiplied by the Contract Value immediately prior to the termination.

RETIREMENT INCOME GUARANTEE OPTION FEE

We discontinued offering the Retirement Income Guarantee Options as of January 1, 2004. Fees described below apply to Contract Owners who selected an Option prior to January 1, 2004. We impose a separate annual Rider Fee for RIG 1 and RIG 2. The annual Rider Fee for RIG 1 is 0.40% of the Income Base on each Contract Anniversary. The annual Rider Fee for RIG 2 is 0.55% of the Income Base on each Contract Anniversary. See "Retirement Income Guarantee Options" for details.

We deduct the Rider Fees only from the Variable Sub-Account(s) on a pro-rata basis. For the initial Contract Anniversary after the Rider Date, we will deduct a fee pro rated to cover the period from the Rider Date to the Contract Anniversary. In the case of a full withdrawal of the Contract Value on any date other than the Contract Anniversary, we will deduct from the amount paid upon withdrawal the Rider Fee multiplied by the appropriate Income Base immediately prior to the withdrawal pro rated to cover the period the Option was in effect during the current Contract Year. We will not deduct the Rider Fee during the Payout Phase.

WITHDRAWAL BENEFIT OPTION FEE

Effective May 1, 2006, we ceased offering the SureIncome Option except in a limited number of states. We charge separate annual Rider Fees for each of the SureIncome Option (the "SUREINCOME OPTION FEE"), the SureIncome Plus Option (the "SUREINCOME PLUS OPTION FEE"), and the SureIncome For Life Option (the "SUREINCOME FOR LIFE OPTION FEE"). Collectively, we refer to the SureIncome Option Fee, the SureIncome Plus Option Fee and the SureIncome For Life Option

Fee as the "WITHDRAWAL BENEFIT OPTION FEES".

"WITHDRAWAL BENEFIT OPTION FEE" is used to refer to any one of the Withdrawal Benefit Option Fees.

The current annual SureIncome Option Fee is 0.50% of the Benefit Base. The current annual SureIncome Plus Option Fee and the current annual SureIncome For Life Option Fee are each 0.65% of the Benefit Base. We reserve the right to increase any Withdrawal Benefit Option Fee to up to 1.25% of the Benefit Base.

We reserve the right to charge a different Withdrawal Benefit Option Fee for different Withdrawal Benefit Factors or Withdrawal Benefit Options we may offer in the future. Once we issue your Withdrawal Benefit Option, we cannot change the Withdrawal Benefit Option Fee that applies to your Contract. If applicable, if you elect to exercise the Rider Trade-In Option, the new Withdrawal Benefit Option Fee will be based on the Withdrawal Benefit Option Fee percentage applicable to a new Withdrawal Benefit Option available at the time of trade-in.

We deduct the Withdrawal Benefit Option Fees on each Contract Anniversary up to and including the date you terminate the Option. The Withdrawal Benefit Option Fees are deducted only from the Variable Sub-Account(s) on a pro-rata basis in the proportion that your Contract Value in each Variable Sub-Account bears to your total Contract Value in all Variable Sub-Accounts. The Withdrawal Benefit Option Fee will decrease the number of Accumulation Units in each Variable Sub-Account. If, at the time the Withdrawal Benefit Option Fee is deducted, the Withdrawal Benefit Option Fee exceeds the total Contract Value in all Variable Sub-Accounts, the excess of the Withdrawal Benefit Option Fee over the total Contract Value in all Variable Sub-Accounts will be waived.

The first Withdrawal Benefit Option Fee will be deducted on the first Contract Anniversary following the Rider Date. A Withdrawal Benefit Option Fee will be deducted on each subsequent Contract Anniversary up to and including the date the Withdrawal Benefit Option is terminated.

For the first Contract Anniversary following the Rider Date, the SureIncome Option Fee is equal to the number of full months from the Rider Date to the first Contract Anniversary, divided by twelve, multiplied by 0.50%, with the result multiplied by the Benefit Base on the first Contract Anniversary. For subsequent Contract Anniversaries, the SureIncome Option Fee is equal to 0.50% multiplied by the Benefit Base as of that Contract Anniversary.

For the first Contract Anniversary following the Rider Date, the SureIncome Plus Option Fee and the SureIncome For Life Option Fee are each equal to the number of full months from the Rider Date to the first Contract Anniversary, divided by twelve, multiplied by 0.65%, with the result multiplied by the Benefit Base on the first Contract Anniversary increased by purchase payments and decreased by withdrawals, but prior to the Benefit Base being recalculated based on the Contract Value. For subsequent Contract Anniversaries, the SureIncome Plus Option Fee and the SureIncome For Life Option Rider Fee are each equal to 0.65% multiplied by the Benefit Base on that Contract Anniversary increased by purchase payments and decreased by withdrawals, but prior to the Benefit Base being recalculated based on the Contract Value for any of the ten Contract Anniversaries after the Rider Date. As previously stated, we will deduct Withdrawal Benefit Option Fees on each Contract Anniversary up to and including the date you terminate the Option.

If you terminate the SureIncome Option or the SureIncome Plus Option on a date other than a Contract Anniversary, we will deduct the Withdrawal Benefit Option Fee unless the termination is on the Payout Start Date or is due to the death of the Contract Owner or Annuitant. If you terminate the SureIncome For Life Option on a date other than a Contract Anniversary, we will deduct the SureIncome For Life Option Fee unless the termination is on the Payout Start Date or is due to the death of the Contract Owner, Annuitant, or the death of the SureIncome Covered Life. The Withdrawal Benefit Option Fee will be pro-rated to cover the period from the last Contract Anniversary to the date of termination or, if you terminate the Withdrawal Benefit Option during the first Benefit Year, from the Rider Date to the date of termination. For the SureIncome Option, the pro-rated SureIncome Option Fee will be equal to the number of full months from the Contract Anniversary to the date of termination or, if you terminate the SureIncome Option during the first Benefit Year, the number of full months from the Rider Date to the date of termination, divided by twelve, multiplied by 0.50%, with the result multiplied by the Benefit Base immediately prior to the withdrawal or termination. For the SureIncome Plus Option and the SureIncome For Life Option, the pro-rated Withdrawal Benefit Option Fee will be equal to the number of full months from the Contract Anniversary to the date of termination or, if you terminate the Withdrawal Benefit Option during the first Benefit Year, the number of full months from the Rider Date to the date of termination, divided by twelve, multiplied by 0.65%, with the result multiplied by the Benefit Base immediately prior to the withdrawal or termination. The Withdrawal Benefit Option Fee will be waived during the Withdrawal Benefit Payout Phase.

TRANSFER FEE

We impose a fee upon transfers in excess of 12 during any Contract Year. The current fee is equal to 1.00% of the dollar amount transferred. This fee may be increased, but in no event will it exceed 2.00% of the dollar amount transferred. We will not charge a transfer fee on transfers that are part of a Dollar Cost Averaging Program or Automatic Portfolio Rebalancing Program.

WITHDRAWAL CHARGE

We may assess a withdrawal charge from the purchase payment(s) you withdraw.

The amount of the charge will depend on the number of years that have elapsed since we received the purchase payment being withdrawn. A schedule showing the withdrawal charges applicable to each Contract appears on page 14. If you make a withdrawal before the Payout Start Date, we will apply the withdrawal charge percentage in effect on the date of the withdrawal, or the withdrawal charge percentage in effect on the following day, whichever is lower.

Withdrawals also may be subject to tax penalties or income tax. You should consult with your tax counsel or other tax advisor regarding any withdrawals.

Withdrawals from the Market Value Adjusted Fixed Account Option may be subject to a market value adjustment. Refer to page 51 for more information on market value adjustments.

FREE WITHDRAWAL AMOUNT

You can withdraw up to the Free Withdrawal Amount each Contract Year without paying the withdrawal charge. The Free Withdrawal Amount for a Contract Year is equal to 15% of all purchase payments that are subject to a withdrawal charge as of the beginning of that Contract Year, plus 15% of the purchase payments added to the Contract during the Contract Year. The withdrawal charge applicable to Contracts owned by Charitable Remainder Trusts is described below.

Purchase payments no longer subject to a withdrawal charge will not be used to determine the Free Withdrawal Amount for a Contract Year, nor will they be assessed a withdrawal charge, if withdrawn. The Free Withdrawal Amount is not available in the Payout Phase.

You may withdraw up to the Free Withdrawal Amount in each Contract Year it is available without paying a withdrawal charge; however, the amount withdrawn may be subject to a Market Value Adjustment or applicable taxes. If you do not withdraw the entire Free Withdrawal Amount in a Contract Year, any remaining portion may not be carried forward to increase the Free Withdrawal Amount in a later Contract Year.

For purposes of assessing the withdrawal charge, we will treat withdrawals as coming from the oldest purchase payments first as follows:

- 1) Purchase payments that no longer are subject to withdrawal charges;
- 2) Free Withdrawal Amount (if available);
- 3) Remaining purchase payments subject to withdrawal charges, beginning with the oldest purchase payment;
- 4) Any earnings not previously withdrawn.

However, for federal income tax purposes, earnings are considered to come out first, which means that you will pay taxes on the earnings portion of your withdrawal.

If the Contract Owner is a Charitable Remainder Trust, the Free Withdrawal Amount in a Contract Year is equal to the greater of:

- . The Free Withdrawal Amount described above; or
- . Earnings as of the beginning of the Contract Year that have not been previously withdrawn.

For purposes of assessing the withdrawal charge for a Charitable Remainder Trust-Owned Contract, we will treat withdrawals as coming from the earnings first and then the oldest purchase payments as follows:

- 1) Earnings not previously withdrawn;
- 2) Purchase payments that are no longer subject to withdrawal charges;
- 3) Free Withdrawal Amount in excess of earnings;
- 4) Purchase payments subject to withdrawal charges, beginning with the oldest purchase payment.

If you have selected the ALLSTATE ADVISOR PREFERRED CONTRACT WITH NO WITHDRAWAL CHARGE OPTION, there are no withdrawal charges applicable and, therefore, no Free Withdrawal Amount. Amounts withdrawn may be subject to a Market Value Adjustment or applicable taxes.

ALL CONTRACTS

We do not apply a withdrawal charge in the following situations:

- . the death of the Contract Owner or Annuitant (unless the Settlement Value is used);
- . withdrawals taken to satisfy IRS minimum distribution rules for the Contract; or
- . withdrawals that qualify for one of the waivers described below.

We use the amounts obtained from the withdrawal charge to pay sales commissions and other promotional or distribution expenses associated with marketing the Contracts. To the extent that the withdrawal charge does not cover all sales commissions and other promotional or distribution expenses, we may use any of our corporate assets, including potential profit which may arise from the mortality and expense risk charge or any other charges or fee described above, to make up any difference.

Withdrawals taken prior to the Payout Start Date are generally considered to come from the earnings in the Contract first. If the Contract is tax-qualified, generally all withdrawals are treated as distributions of earnings. Withdrawals of earnings are taxed as ordinary income and, if taken prior to age 59 1/2, may be subject to an additional 10% federal tax penalty. You should consult your own tax counsel or other tax advisers regarding any withdrawals.

CONFINEMENT WAIVER. We will waive the withdrawal charge on any applicable withdrawal taken under your Contract if the following conditions are satisfied:

1. you or the Annuitant, if the Contract Owner is not a living person, are first confined to a long term care facility or a hospital for at least 90 consecutive days. You or the Annuitant must enter the long term care facility or hospital at least 30 days after the Issue Date,
2. we receive your request for withdrawal and Due Proof of confinement no later than 90 days following the end of your or the Annuitant's confinement at the long term care facility or hospital, and

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3. a physician must have prescribed the confinement and the confinement must be medically necessary (as defined in the Contract).

"DUE PROOF" includes, but is not limited to, a letter signed by a physician stating the dates the Owner or Annuitant was confined, the name and location of the Long Term Care Facility or Hospital, a statement that the confinement was medically necessary, and, if released, the date the Owner or Annuitant was released from the Long Term Care Facility or Hospital.

TERMINAL ILLNESS WAIVER. We will waive the withdrawal charge on any applicable withdrawal taken under your Contract if:

1. you or the Annuitant, if the Contract Owner is not a living person, are diagnosed by a physician as having a terminal illness (as defined in the Contract) at least 30 days after the Issue Date, and
2. you provide Due Proof of diagnosis to us before or at the time you request the withdrawal.

"DUE PROOF" includes, but is not limited to, a letter signed by a physician stating that the Owner or Annuitant has a Terminal Illness and the date the Terminal Illness was first diagnosed.

UNEMPLOYMENT WAIVER. We will waive the withdrawal charge on one partial or a full withdrawal taken under your Contract, if you meet the following requirements:

1. you or the Annuitant, if the Contract Owner is not a living person, become unemployed at least one year after the Issue Date,
2. you or the Annuitant receive Unemployment Compensation (as defined in the Contract) for at least 30 days as a result of that unemployment, and
3. you or the Annuitant claim this benefit within 180 days of your or the Annuitant's initial receipt of Unemployment Compensation.

Before we will waive any withdrawal charges, you must give us Due Proof prior to, or at the time of, the withdrawal request, that you or the Annuitant have been unemployed and have been granted Unemployment Compensation for at least 30 consecutive days.

"UNEMPLOYMENT COMPENSATION" means unemployment compensation received from a unit of state or federal government in the U.S. "DUE PROOF" includes, but is not limited to, a legible photocopy of an unemployment compensation payment that meets the above described criteria with regard to dates and a signed letter from you stating that you or the Annuitant meet the above described criteria.

You may exercise this benefit once over the term of the Contract. Amounts withdrawn may be subject to Market Value Adjustments.

These waivers do not apply under the ALLSTATE ADVISOR PREFERRED CONTRACT WITH NO

WITHDRAWAL CHARGE OPTION.

Please refer to your Contract for more detailed information about the terms and conditions of these waivers.

The laws of your state may limit the availability of these waivers and may also change certain terms and/or benefits available under the waivers. You should consult your Contract for further details on these variations. Also, even if you do not pay a withdrawal charge because of these waivers, a Market Value Adjustment may apply and you still may be required to pay taxes or tax penalties on the amount withdrawn. You should consult your tax advisor to determine the effect of a withdrawal on your taxes.

PREMIUM TAXES

Some states and other governmental entities (e.g., municipalities) charge premium taxes or similar taxes. We are responsible for paying these taxes and will deduct them from your Contract Value. Some of these taxes are due when the Contract is issued, others are due when income payments begin or upon surrender. Our current practice is not to charge anyone for these taxes until income payments begin or when a total withdrawal occurs including payment upon death. We may some time in the future discontinue this practice and deduct premium taxes from the purchase payments. Premium taxes generally range from 0% to 4%, depending on the state.

At the Payout Start Date, we deduct the charge for premium taxes from each investment alternative in the proportion that the Contract Value in the investment alternative bears to the total Contract Value.

DEDUCTION FOR SEPARATE ACCOUNT INCOME TAXES

We are not currently maintaining a provision for taxes. In the future, however, we may establish a provision for taxes if we determine, in our sole discretion, that we will incur a tax as a result of the operation of the Variable Account. We will deduct for any taxes we incur as a result of the operation of the Variable Account, whether or not we previously made a provision for taxes and whether or not it was sufficient. Our status under the Internal Revenue Code is briefly described in the "Taxes" section of this prospectus.

OTHER EXPENSES

Each Portfolio deducts advisory fees and other expenses from its assets. You indirectly bear the charges and expenses of the Portfolios whose shares are held by the Variable Sub-Accounts. These fees and expenses are described in the prospectuses for the Portfolios. For a summary of Portfolio annual expenses, see pages 13-15. We may receive compensation from the investment advisers, administrators or distributors, or their affiliates, of the Portfolios in connection with the administrative, distribution (12b-1) or other services we provide to the Portfolios.

ACCESS TO YOUR MONEY

WITHDRAWALS

You can withdraw some or all of your Contract Value at any time prior to the Payout Start Date. Withdrawals also are available under limited circumstances on or after the Payout Start Date. See "Income Plans" on page 62.

The amount payable upon withdrawal is the Contract Value (or portion thereof) next computed after we receive the request for a withdrawal at our home office, adjusted by any applicable Market Value Adjustment, less any applicable withdrawal charges, income tax withholding, penalty tax, contract maintenance charge, Rider Fee, and any premium taxes. We will pay withdrawals from the Variable Account within 7 days of receipt of the request, subject to postponement in certain circumstances. You can withdraw money from the Variable Account or the Fixed Account Option(s) available under your Contract. To complete a partial withdrawal from the Variable Account, we will cancel Accumulation Units in an amount equal to the withdrawal and any applicable charges, fees and taxes.

You must name the investment alternative from which you are taking the withdrawal. If none is named, then the withdrawal request is incomplete and cannot be honored.

In general, you must withdraw at least \$50 at a time.

Withdrawals from the Standard Fixed Account Option may be subject to a restriction. See "Standard Fixed Account Options" on page 49.

Withdrawals taken prior to the Payout Start Date are generally considered to come from the earnings in the Contract first. If the Contract is tax-qualified, generally all withdrawals are treated as distributions of earnings. Withdrawals of earnings are taxed as ordinary income and, if taken prior to age 59½, may be subject to an additional 10% federal penalty tax. If any withdrawal reduces your Contract Value to less than \$1,000, we will treat the request as a withdrawal of the entire Contract Value, unless a Withdrawal Benefit Option is currently attached to your Contract. See "Withdrawal Benefit Options" above for more information. If you request a total withdrawal, we may require that you return your Contract to us. Your Contract will terminate if you withdraw all of your Contract Value, subject to certain exceptions if a Withdrawal Benefit Option is currently attached to your Contract. See "Withdrawal Benefit Options" for more details. We will, however, ask you to confirm your withdrawal request before terminating your Contract. If we terminate your Contract, we will distribute to you its Contract Value, adjusted by any applicable Market Value Adjustment, less withdrawal and other charges and taxes.

POSTPONEMENT OF PAYMENTS

We may postpone the payment of any amounts due from the Variable Account under the Contract if:

1. The New York Stock Exchange is closed for other than usual weekends or holidays, or trading on the Exchange is otherwise restricted,
2. An emergency exists as defined by the SEC, or
3. The SEC permits delay for your protection.

In addition, we may delay payments or transfers from the Fixed Account Option(s) available under your Contract for up to 6 months or shorter period if required by law. If we delay payment or transfer for 30 days or more, we will pay interest as required by law.

SYSTEMATIC WITHDRAWAL PROGRAM

You may choose to receive systematic withdrawal payments on a monthly, quarterly, semi-annual, or annual basis at any time prior to the Payout Start Date. Please consult your sales representative or call us at 1-800-203-0068 for more information.

Any systematic withdrawal programs based upon IRS minimum distribution requirements may be modified to ensure guarantees under any Withdrawal Benefit Option currently attached to your Contract are not impacted by the withdrawals. Withdrawals made outside of any systematic withdrawal program based upon IRS minimum distribution requirements may impact the guarantees provided under any Withdrawal Benefit Option currently attached to your Contract.

Depending on fluctuations in the value of the Variable Sub-Accounts and the value of the Fixed Account Options, systematic withdrawals may reduce or even exhaust the Contract Value. Income taxes may apply to systematic withdrawals. Please consult your tax advisor before taking any withdrawal.

We will make systematic withdrawal payments to you or your designated payee. At our discretion, we may modify or suspend the Systematic Withdrawal Program and charge a processing fee for the service. If we modify or suspend the Systematic Withdrawal Program, existing systematic withdrawal payments will not be affected.

MINIMUM CONTRACT VALUE

If your request for a partial withdrawal would reduce your Contract Value to less than \$1,000, we may treat it as a request to withdraw your entire Contract Value, unless a Withdrawal Benefit Option is currently attached to your Contract. See "Withdrawal Benefit Options" above for more information. Your Contract will terminate if you withdraw all of your Contract Value. We will, however, ask you to confirm your withdrawal request before terminating your Contract. If we terminate your Contract, we will distribute to you its Contract Value, adjusted by any applicable Market Value Adjustment, less withdrawal and other charges and applicable taxes.

INCOME PAYMENTS

PAYOUT START DATE

The Payout Start Date is the day that we apply your Contract Value adjusted by any applicable Market Value Adjustment and less applicable taxes to an Income Plan. The first income payment must occur at least 30 days after the Issue Date. The Payout Start Date may be no later than:

- . the Annuitant's 99th birthday, or
- . the 10th Contract Anniversary, if later.

You may change the Payout Start Date at any time by notifying us in writing of the change at least 30 days before the scheduled Payout Start Date. Absent a change, we will use the Payout Start Date stated in your Contract.

INCOME PLANS

An "Income Plan" is a series of payments made on a scheduled basis to you or to another person designated by you. You may select more than one Income Plan. If you choose more than one Income Plan, you must specify what proportions of your Contract Value, adjusted by any Market Value Adjustment and less any applicable taxes, should be allocated to each such Income Plan. For tax reporting purposes, your cost basis and any gain on the Contract will be allocated proportionally to each Income Plan you select based on the proportion of your Contract Value applied to each such Income Plan. We reserve the right to limit the number of Income Plans that you may select. If you choose to add the Income Protection Benefit Option, certain restrictions may apply as described under "Income Protection Benefit Option," below. If you do not select an Income Plan, we will make income payments in accordance with Income Plan 1 with a Guaranteed Payment Period of 10 years. If any Contract Owner dies during the Payout Phase, the new Contract Owner will be the surviving Contract Owner. If there is no surviving Contract Owner, the new Contract Owner will be the Beneficiary(ies) as described in the "Beneficiary" section of this prospectus. Any remaining income payments will be paid to the new Contract Owner as scheduled. Income payments to Beneficiaries may be subject to restrictions established by the Contract Owner. After the Payout Start Date, you may not make withdrawals (except as described below) or change your choice of Income Plan.

Currently seven Income Plans are available. Depending on the Income Plan(s) you choose, you may receive:

- . fixed income payments;
- . variable income payments; or
- . a combination of the two.

A portion of each payment will be considered taxable and the remaining portion will be a non-taxable return of your investment in the Contract, which is also called the "basis." Once the basis in the Contract is depleted, all remaining payments will be fully taxable. If the Contract is tax-qualified, generally, all payments will be fully taxable. Taxable payments taken prior to age 59½, may be subject to an additional 10% federal tax penalty.

The seven Income Plans are:

INCOME PLAN 1 - LIFE INCOME WITH GUARANTEED NUMBER OF PAYMENTS. Under this plan, we make periodic income payments for at least as long as the Annuitant lives. If the Annuitant dies in the Payout Phase, we will continue to pay income payments until the guaranteed number of payments has been paid. The number of months guaranteed ("Guaranteed Payment Period") may range from 0 to 360 months. If the Annuitant is age 90 or older as of the Payout Start Date, the Guaranteed Payment Period may range from 60 to 360 months.

INCOME PLAN 2 - JOINT AND SURVIVOR LIFE INCOME WITH GUARANTEED NUMBER OF

PAYMENTS. Under this plan, we make periodic income payments for at least as long as either the Annuitant or the joint Annuitant, named at the time the Income Plan was selected, lives. If both the Annuitant and joint Annuitant die in the Payout Phase, we will continue to pay the income payments until the guaranteed number of payments has been paid. The Guaranteed Payment Period may range from 0 to 360 months. If either the Annuitant or joint Annuitant is age 90 or older as of the Payout Start Date, the Guaranteed Payment Period may range from 60 to 360 months. You may elect a reduced survivor plan of 50%, 66% or 75% of the payment amount. If you do not elect a reduced survivor amount, the payments will remain at 100%. If you elect a reduced survivor payment plan, the amount of each income payment initially will be higher but a reduction will take place at the later of

- 1) the death of an Annuitant; or 2) at the end of the guaranteed payment period.

INCOME PLAN 3 - GUARANTEED NUMBER OF PAYMENTS. Under this plan, we make periodic income payments for the period you have chosen. These payments do not depend on the Annuitant's life. The shortest number of months guaranteed is 60 (120 if the Payout Start Date occurs prior to the third Contract Anniversary). The longest number of months guaranteed is 360 or the number of months between the Payout Start Date and the date that the Annuitant reaches age 100, if greater. In no event may the number of months guaranteed exceed 600. We will deduct the mortality and expense risk charge from the assets of the Variable Sub-Account supporting this Income Plan even though we may not bear any mortality risk. You may make withdrawals, change the length of the guaranteed payment period, or change the frequency of income payments under Income Plan 3. See "Modifying Payments" and "Payout Withdrawals" below for more details.



INCOME PLAN 4 - LIFE INCOME WITH CASH REFUND. Under this plan, we make periodic income payments until the death of the Annuitant. If the death of the Annuitant occurs before the total amount applied to an Income Plan is paid out, we will pay a lump sum payment of the remaining amount. Payments under this plan are available only as fixed income payments.

INCOME PLAN 5 - JOINT LIFE INCOME WITH CASH REFUND. Under this plan, we make periodic income payments until the deaths of both the Annuitant and joint Annuitant. If the deaths of both the Annuitant and joint Annuitant occur before the total amount applied to an Income Plan is paid out, we will pay a lump sum payment of the remaining amount. Currently, a reduced survivor plan is not available. Payments under this plan are available only as fixed income payments.

INCOME PLAN 6 - LIFE INCOME WITH INSTALLMENT REFUND. Under this plan, we make periodic income payments until the later of: (1) the death of the Annuitant; or

(2) the total amount paid out under the annuity is equal to the total amount applied to the Income Plan. If the death of the Annuitant occurs before the total amount applied to an Income Plan is paid out, we will continue to make payments in the same manner until any remaining payments are paid out. Payments under this plan are available only as fixed income payments.

INCOME PLAN 7 - JOINT LIFE INCOME WITH INSTALLMENT REFUND. Under this plan, we make periodic income payments until the later of: (1) the deaths of both the Annuitant and joint Annuitant; or (2) the total amount paid out under the annuity is equal to the total amount applied to the Income Plan. If the deaths of both the Annuitant and joint Annuitant occur before the total amount applied to an Income Plan is paid out, we will continue to make payments in the same manner until any remaining payments are paid out. Currently, a reduced survivor plan is not available. Payments under this plan are available only as fixed income payments.

If you choose an Income Plan with payments that continue for the life of the Annuitant or joint Annuitant, we may require proof of age and sex of the Annuitant or joint Annuitant before starting income payments, and proof that the Annuitant or joint Annuitant is alive before we make each payment. Please note that under Income Plans 1 and 2, if you do not select a Guaranteed Payment Period, it is possible that the payee could receive only one income payment if the Annuitant and any joint Annuitant both die before the second income payment, or only two income payments if they die before the third income payment, and so on.

The length of any Guaranteed Payment Period under your selected Income Plan generally will affect the dollar amounts of each income payment. As a general rule, longer Guarantee Payment Periods result in lower income payments, all other things being equal. For example, if you choose an Income Plan with payments that depend on the life of the Annuitant but with no guaranteed payments, the income payments generally will be greater than the income payments made under the same Income Plan with a specified Guaranteed Payment Period.

MODIFYING PAYMENTS

After the Payout Start Date, you may make the following changes under Income Plan 3:

. You may request to modify the length of the Guaranteed Payment Period. If you elect to change the length of the Guaranteed Payment Period, the new Guaranteed Payment Period must be within the original minimum and maximum period you would have been permitted to select on the Payout Start Date. However, the maximum payment period permitted will be shortened by the period elapsed since the original Guaranteed Payment Period began. If you change the length of your Guaranteed Payment Period, we will compute the present value of your remaining payments, using the same assumptions we would use if you were terminating the income payments, as described in Payout Withdrawal. We will then adjust the remaining payments to equal what that value would support based on those same assumptions and based on the revised Guaranteed Payment Period.

. You may request to change the frequency of your payments.

We currently allow you to make the changes described above once each Contract Year; on that single occasion you may make either change alone, or both simultaneously. We reserve the right to change this practice at any time without prior notice.

Changes to either the frequency of payments or length of the Guaranteed Payment Period will result in a change to the payment amount and may change the amount of each payment that is taxable to you.

Modifying payments of this Contract may not be allowed under Qualified Plans. In order to satisfy required minimum distributions ("RMD") under current Treasury regulations, once income payments have begun over a Guaranteed Payment Period, the Guaranteed Payment Period may not be changed even if the new period is shorter than the maximum permitted. Please consult with a competent tax advisor prior to making a request to modify payments if your Contract is subject to RMD requirements.

Any change to either the frequency of payments or length of a Guaranteed Payment Period will take effect on the next payment date after we accept the requested change.

PAYOUT WITHDRAWAL

You may terminate all or a portion of the income payments being made under Income Plan 3 at any time and withdraw their present value ("withdrawal value"), subject to a Payout Withdrawal Charge, by writing to us ("Payout Withdrawal"). For variable income payments, the withdrawal value is equal to the present value



of the variable income payments being terminated, calculated using a discount rate equal to the assumed investment rate that was used in determining the initial variable payment. For fixed income payments, the withdrawal value is equal to the present value of the fixed income payments being terminated, calculated using a discount rate equal to the applicable current interest rate (this may be the initial interest rate in some states.) The applicable current interest rate is the rate we are using on the date we receive your Payout Withdrawal request to determine income payments for a new annuitization with a payment period equal to the remaining payment period of the income payments being terminated.

A Payout Withdrawal must be at least \$50. If any Payout Withdrawal reduces the value of the remaining income payments to an amount not sufficient to provide an initial payment of at least \$20, we reserve the right to terminate the Contract and pay you the present value of the remaining income payments in a lump sum. If you withdraw the entire value of the remaining income payments, the Contract will terminate.

You must specify the investment alternative(s) from which you wish to make a Payout Withdrawal. If you withdraw a portion of the value of your remaining income payments, the payment period will remain unchanged and your remaining payment amounts will be reduced proportionately.

PAYOUT WITHDRAWAL CHARGE

To determine the Payout Withdrawal Charge, we assume that purchase payments are withdrawn first, beginning with the oldest payment. When an amount equal to all purchase payments has been withdrawn, additional withdrawals will not be assessed a Payout Withdrawal Charge.

Payout Withdrawals will be subject to a Payout Withdrawal Charge for each Contract as follows:

Number of Complete Years Since We Received the Purchase Payment Being Withdrawn/Applicable Charge:

Contract:	0	1	2	3	4	5	6	7	7+
-----	---	---	---	---	---	---	---	---	---
Allstate Advisor	7%	7%	6%	5%	4%	3%	2%	0%	0%
Allstate Advisor Preferred with:									
5-Year Withdrawal Charge Option	7%	6%	5%	4%	3%	0%			
3-Year Withdrawal Charge Option	7%	6%	5%	0%					
No Withdrawal Charge Option	None								

ADDITIONAL INFORMATION. We may make other Income Plans available. You may obtain information about them by writing or calling us. On the Payout Start Date, you must specify the portion of the Contract Value to be applied to variable income payments and the portion to be applied to fixed income payments. For the portion of your Contract Value to be applied to variable income payments, you must also specify the Variable Sub-Accounts on which to base the variable income payments as well as the allocation among those Variable Sub-Accounts. If you do not choose how the Contract Value is to be applied, then the portion of the Contract Value in the Variable Account on the Payout Start Date will be applied to variable income payments, according to the Variable Sub-Account allocations as of the Payout Start Date, and the remainder of the Contract Value will be applied to fixed income payments.

We will apply your Contract Value, adjusted by any applicable Market Value Adjustment, less applicable taxes, to your Income Plan(s) on the Payout Start Date. We can make income payments in monthly, quarterly, semi-annual or annual installments, as you select. If the Contract Value is less than \$2,000 when it is applied to the Income Plan(s) you choose, or not enough to provide an initial payment of at least \$20 when it is applied to the Income Plan(s) you choose, and state law permits, we may:

- . terminate the Contract and pay you the Contract Value, adjusted by any applicable Market Value Adjustment and less any applicable taxes, in a lump sum instead of the periodic payments you have chosen, or
- . reduce the frequency of your payments so that each payment will be at least \$20.

VARIABLE INCOME PAYMENTS

The amount of your variable income payments depends upon the investment results of the Variable Sub-Accounts you select, the premium taxes you pay, the age and sex of the Annuitant, and the Income Plan you choose. We guarantee that the payments will not be affected by: (a) company mortality experience; or (b) the amount of our administration expenses.

We cannot predict the total amount of your variable income payments, which may be more or less than your total purchase payments because (a) variable income payments vary with the investment results of the underlying Portfolios; and (b) under some of the Income Plans, we make income payments only so long as an Annuitant is alive or any applicable Guaranteed Payment Period has not yet expired.

In calculating the amount of the periodic payments in the annuity tables in the Contracts, we used an assumed investment rate ("AIR", also known as benchmark rate) of 3%. Currently, you may choose either a 6%, 5%, or 3% AIR per year. If you select the Income Protection Benefit Option, however, the 3% AIR must apply.

The 6% and 5% AIR may not be available in all states (check with your representative for availability). Currently, if you do not choose one, the 5% AIR will automatically apply (except in states in which the 5% AIR is not

available; in those states, the 3% AIR will automatically apply). You may not change the AIR after you have selected an Income Plan.

We reserve the right to offer other assumed investment rates. If the actual net investment return of the Variable Sub-Accounts you choose is less than the AIR, then the dollar amount of your variable income payments will decrease. The dollar amount of your variable income payments will increase, however, if the actual net investment return exceeds the AIR. The dollar amount of the variable income payments stays level if the net investment return equals the AIR. With a higher AIR, your initial income payment will be larger than with a lower AIR. While income payments continue to be made, however, this disparity will become smaller and, if the payments have continued long enough, each payment will be smaller than if you had initially chosen a lower AIR.

Please refer to the Statement of Additional Information for more detailed information as to how we determine variable income payments.

You may also elect a variable income payment stream consisting of level monthly, quarterly or semi-annual payments. If you elect to receive level monthly, quarterly or semi-annual payments, the payments must be recalculated annually. You may only elect to receive level payments at or before the Payout Start Date. If you have elected level payments for an Income Plan(s), you may not make any variable to fixed payment transfers within such Income Plan(s). We will determine the amount of each annual payment as described above, place this amount in our general account, and then distribute it in level monthly, quarterly or semi-annual payments. The sum of the level payments will exceed the annual calculated amount because of an interest rate factor we use, which may vary from year to year, but will not be less than 2% per year. We do not allow withdrawals of the annual amount unless you make a full or partial withdrawal request of the value of the remaining payments under Income Plan 3. Withdrawals will be assessed a Payout Withdrawal Charge, if applicable. If the Annuitant dies while you are receiving level payments, you will not be entitled to receive any remaining level payments for that year (unless the Annuitant dies before the end of the Guaranteed Payment Period). For example, if you have selected Income Plan 1 with no Guaranteed Payment Period and the Annuitant dies during the year, the Beneficiary will not be entitled to receive the remaining level payments for that year.

INCOME PROTECTION BENEFIT OPTION

We offer an Income Protection Benefit Option, which may be added to your Contract on the Payout Start Date for an additional mortality and expense risk charge if you have selected variable income payments subject to the following conditions:

- . The Annuitant and joint Annuitant, if applicable, must be age 75 or younger on the Payout Start Date.
- . You must choose Income Plan 1 or 2, and the Guaranteed Payment Period must be for at least 120 months, unless the Internal Revenue Service requires a different payment period.
- . You may apply the Income Protection Benefit Option to more than one Income Plan.
- . The AIR must be 3% for the Income Plan(s) to which you wish to apply this benefit.
- . You may only add the Income Protection Benefit Option on the Payout Start Date and, once added, the option cannot be cancelled.
- . You may not add the Income Protection Benefit Option without our prior approval if your Contract Value is greater than \$1,000,000 at the time you choose to add the Income Protection Benefit Option.
- . You may not convert variable income payments to fixed income payments.

If you select the Income Protection Benefit Option, we guarantee that your variable income payments under each of the Income Plans to which the option is applied will never be less than 85% of the initial variable amount income value ("Income Protection Benefit"), as calculated on the Payout Start Date under such Income Plans, unless you have elected a reduced survivor payment plan under Income Plan 2. If you have elected a reduced survivor payment plan, we guarantee that your variable income payments to which the option is applied will never be less than 85% of the initial variable amount income value prior to the later of

1) the death of an Annuitant; or 2) the end of the guaranteed payment period. On or after the later of these events, we guarantee that your variable income payments will never be less than 85% of the initial variable amount income value multiplied by the percentage you elected for your reduced survivor plan. See Appendix C for numerical examples that illustrate how the Income Protection Benefit is calculated.

If you add the Income Protection Benefit Option to your Contract, the mortality and expense risk charge during the Payout Phase will be increased. The charge for the Income Protection Benefit Option will apply only to the Income Plan(s) to which the Option has been applied. Currently, the charge for this option is 0.50% of the average daily net Variable Account assets supporting the variable income payments to which the Income Protection Benefit Option applies. We may change the amount we charge, but it will not exceed 0.75% of the average daily net Variable Account assets supporting the variable income payments to which the Income Protection Benefit Option applies. Once the option is issued, we will not increase what we charge you for the benefit.

In order to ensure that we achieve adequate investment diversification ("INCOME PROTECTION DIVERSIFICATION REQUIREMENT"), we reserve the right, in our sole



discretion, to impose limitations on the investment alternatives in which you may invest during the Payout Phase with respect to the assets supporting the variable income payments to which the Income Protection Benefit Option applies. These limitations may include, but are not limited to, maximum investment limits on certain Variable Sub-Accounts, exclusion of certain Variable Sub-Accounts, required minimum allocations to certain Variable Sub-Accounts, and/or the required use of Automatic Portfolio Rebalancing.

To achieve our Income Protection Diversification Requirement, we have divided the Variable Sub-Accounts into three separate categories: "unrestricted," "restricted" and "excluded." Currently, we require that you allocate between 30% to 100% of the assets supporting your variable income payments to the unrestricted Variable Sub-Accounts in any manner you choose. You may allocate up to 70% of the assets supporting your variable income payments to the restricted Variable Sub-Accounts. You may not, however, allocate more than 20% of the assets supporting your variable income payments to any one of the restricted Variable Sub-Accounts. You may not allocate ANY PORTION of the assets supporting your variable income payments to the excluded Variable Sub-Accounts.

In the following three tables, we list our current Income Protection Diversification Requirement:

UNRESTRICTED VARIABLE SUB-ACCOUNTS. There is no limit to the amount of assets supporting your variable income payments that you may allocate to any one or more of the following Variable Sub-Accounts. Currently, we require that you allocate AT LEAST 30% of the assets supporting your variable income payments to this category.

Fidelity VIP Freedom Income - Service Class 2 Sub-Account

FTVIP Franklin U.S. Government - Class 2 Sub-Account

Oppenheimer Core Bond/VA - Service Shares Sub-Account

Oppenheimer Strategic Bond/VA - Service Shares Sub-Account

Putnam VT Income - Class IB Sub-Account

Putnam VT Money Market - Class IB Sub-Account

Van Kampen LIT Money Market, Class II Sub-Account

RESTRICTED VARIABLE SUB-ACCOUNTS. You may allocate up to 70% of the amount of assets supporting your variable income payments to the following Variable Sub-Accounts. Currently, you may not allocate more than 20% of the amount of assets supporting your variable income payments to any one of the restricted Variable Sub-Accounts.

Fidelity VIP Freedom 2010 - Service Class 2 Sub-Account

Fidelity VIP Freedom 2020 - Service Class 2 Sub-Account

Fidelity VIP Freedom 2030 - Service Class 2 Sub-Account

Fidelity VIP Contrafund(R) - Service Class 2 Sub-Account

Fidelity VIP Index 500 - Service Class 2 Sub-Account

Fidelity VIP Mid Cap - Service Class 2 Sub-Account

FTVIP Franklin Growth and Income Securities - Class 2 Sub-Account

FTVIP Franklin Income Securities - Class 2 Sub-Account

FTVIP Franklin Large Cap Growth Securities - Class 2 Sub-Account

FTVIP Franklin Small Cap Value Securities - Class 2 Sub-Account

FTVIP Mutual Discovery Securities - Class 2 Sub-Account

FTVIP Mutual Shares Securities - Class 2 Sub-Account

FTVIP Templeton Foreign Securities - Class 2 Sub-Account

Lord Abbett Series - All Value Sub-Account

Lord Abbett Series - Bond-Debenture Sub-Account

Lord Abbett Series - Growth and Income Sub-Account

Lord Abbett Series - Growth Opportunities Sub-Account

Lord Abbett Series - Mid-Cap Value Sub-Account

Oppenheimer Balanced/VA - Service Shares Sub-Account

Oppenheimer Capital Appreciation/VA - Service Shares Sub-Account

Oppenheimer Global Securities/VA - Service Shares Sub-Account

Oppenheimer High Income/VA - Service Shares Sub-Account

Oppenheimer Main Street(R)/VA - Service Shares Sub-Account

Oppenheimer Main Street Small Cap(R)/VA - Service Shares Sub-Account

Putnam VT Global Asset Allocation - Class IB Sub-Account

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Putnam VT Growth and Income - Class IB Sub-Account
Putnam VT High Yield - Class IB Sub-Account
Putnam VT International Equity - Class IB Sub-Account
Putnam VT Investors - Class IB Sub-Account
Putnam VT New Value - Class IB Sub-Account
Putnam VT Research - Class IB Sub-Account (1)
Putnam VT The George Putnam Fund of Boston - Class IB Sub-Account
Putnam VT Utilities Growth and Income - Class IB Sub-Account (1)
Putnam VT Voyager - Class IB Sub-Account
STI Classic Capital Appreciation Sub-Account (2)
STI Classic Large Cap Relative Value Sub-Account (2)
STI Classic Mid-Cap Equity Sub-Account (2)
STI Classic Small Cap Value Equity Sub-Account
STI Classic Large Cap Value Equity Sub-Account
Van Kampen LIT Comstock, Class II Sub-Account
Van Kampen LIT Growth and Income, Class II Sub-Account
Van Kampen UIF Equity and Income, Class II Sub-Account (3)
Van Kampen UIF Equity Growth, Class II Sub-Account (3)
Van Kampen UIF Global Franchise, Class II Sub-Account (3)
Van Kampen UIF U.S. Mid Cap Value, Class II Sub-Account (3)
Van Kampen UIF U.S. Real Estate, Class II Sub-Account (3)

1) Effective October 1, 2004, the Putnam VT Research - Class IB Sub-Account, and the Putnam VT Utilities Growth and Income - Class IB Sub-Account closed to new investments. If you choose to add the Income Protection Benefit Option on or after October 1, 2004, you must transfer any portion of your Contract Value that is allocated to these Variable Sub-Accounts to any of the remaining Variable Sub-Accounts available with the Income Protection Benefit Option prior to adding the Income Protection Benefit Option to your Contract.

2) Effective May 31, 2007, the STI Classic Capital Appreciation Fund, the STI Classic Large Cap Relative Value Fund, and the STI Classic Mid-Cap Equity Fund will change their names to STI Classic Large Cap Growth Stock Fund, STI Classic Large Cap Core Equity Fund, and STI Classic Mid-Cap Core Equity Fund, respectively.

3) Morgan Stanley Investment Management Inc., the adviser to the UIF Portfolios, does business in certain instances using the name Van Kampen.

EXCLUDED VARIABLE SUB-ACCOUNTS. Currently, none of the following Variable Sub-Accounts are available to support variable income payments.

Fidelity VIP Growth Stock - Service Class 2 Sub-Account

FTVIP Templeton Developing Markets Securities - Class 2 Sub-Account

Oppenheimer MidCap/VA - Service Shares Sub-Account

Putnam VT Health Sciences - Class IB Sub-Account (1)

Putnam VT New Opportunities - Class IB Sub-Account (1)

Putnam VT Vista - Class IB Sub-Account

Van Kampen LIT Aggressive Growth, Class II Sub-Account (2)

Van Kampen LIT Strategic Growth, Class II Sub-Account

Van Kampen UIF Emerging Markets Debt, Class II Sub-Account (3)

Van Kampen UIF Mid Cap Growth, Class II Sub-Account (3)

Van Kampen UIF Small Company Growth, Class II Sub-Account (3)

- 1) Effective October 1, 2004, the Putnam VT Health Sciences - Class IB Sub-Account and the Putnam VT New Opportunities - Class IB Sub-Account closed to new investments.
- 2) Effective May 1, 2006, the Van Kampen LIT Aggressive Growth, Class II Sub-Account closed to new investments.
- 3) Morgan Stanley Investment Management Inc., the adviser to the UIF Portfolios, does business in certain instances using the name Van Kampen.

You must use quarterly Automatic Portfolio Rebalancing to meet our Income Protection Diversification Requirement. On the date of each rebalancing, we will reallocate the amount of the assets supporting your variable income payments according to the rebalancing percentages you have selected, subject to the then current restrictions and exclusions in effect. We expect that the restrictions and exclusions for each category will change from time to time. Any change in these restrictions and exclusions will become effective no later than the next regularly scheduled rebalancing of your Variable Sub-Account choices on or immediately after the date of change.

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The Income Protection Diversification Requirement is based on a model. We may use a model developed and maintained by us or we may elect to use a model developed or provided by an independent third party. We will notify you at least 30 days before we make any change to our Income Protection Diversification Requirement.

We may determine which Variable Sub-Accounts are eligible for each category or we may elect to follow the recommendations of an independent third party. We may at any time make new determinations as to which Variable Sub-Accounts are unrestricted, restricted or excluded. We may do so for a variety of reasons including, but not limited to, a change in the investment objectives or policies of a Portfolio, or the failure, in our sole determination, of such Portfolio to invest in accordance with its stated investment objective or policies.

Transfers made for purposes of meeting the Income Protection Diversification Requirement will not count towards the number of free transfers you may make each Contract Year. See "Investment Alternatives: Transfers," above, for additional information.

FIXED INCOME PAYMENTS

We guarantee income payment amounts derived from any Fixed Account Option for the duration of the Income Plan. The guaranteed income payment amounts will change if the frequency of payments or the length of the payment period changes.

We calculate the fixed income payments by:

- . adjusting the portion of the Contract Value in any Fixed Account Option on the Payout Start Date by any applicable Market Value Adjustment;
- . deducting any applicable taxes; and
- . applying the resulting amount to the greater of: (a) the appropriate income payment factor for the selected Income Plan from the Income Payment Table in your Contract; or (b) such other income payment factor as we are offering on the Payout Start Date.

We may defer your request to make a withdrawal from fixed income payments for a period of up to 6 months or whatever shorter time state law may require. If we defer payments for 30 days or more, we will pay interest as required by law from the date we receive the withdrawal request to the date we make payment.

RETIREMENT INCOME GUARANTEE OPTIONS

Effective January 1, 2004, we ceased offering the Retirement Income Guarantee Options ("RIG 1" and "RIG 2"). If you added a Retirement Income Guarantee Option to your Contract prior to January 1, 2004, your Option will continue to apply to your Contract. Also, effective January 1, 2004, we discontinued the Trade-In Program. If you previously elected a RIG Option, you may cancel your RIG 1 or RIG 2 Option during the 60-day period following your next 3rd Contract Anniversary after January 1, 2004. If you do not cancel the Option during this 60-day period, you will not be permitted to cancel it later. Please check with your sales representative for details.

The following describes the Retirement Income Guarantee Options for Contract Owners who elected the Option prior to January 1, 2004.

We refer to the issue date of the option as the "RIDER DATE." You may add only one Retirement Income Guarantee Option to your Contract. The oldest Contract Owner and oldest Annuitant must be age 75 or younger on the Rider Application Date. Once you add a rider to your Contract, it may not be cancelled except that Contract Owners may elect to cancel a RIG 1 or RIG 2 Option during the 60-day period following the next 3rd Contract Anniversary after January 1, 2004 as described above. The options may not be available in all states.

WE RESERVE THE RIGHT TO IMPOSE LIMITATIONS ON THE INVESTMENT ALTERNATIVES IN WHICH YOU MAY INVEST AS A CONDITION OF THESE OPTIONS. THESE RESTRICTIONS MAY INCLUDE, BUT ARE NOT LIMITED TO, MAXIMUM INVESTMENT LIMITS ON CERTAIN INVESTMENT ALTERNATIVES, EXCLUSION OF CERTAIN INVESTMENT ALTERNATIVES, REQUIRED MINIMUM ALLOCATIONS TO CERTAIN VARIABLE SUB-ACCOUNTS AND/OR THE REQUIRED USE OF AUTOMATIC PORTFOLIO REBALANCING. CURRENTLY, NO SUCH RESTRICTIONS ARE BEING IMPOSED.

For each option, an "INCOME BASE" is calculated, which is used only for the purpose of calculating the "GUARANTEED RETIREMENT INCOME BENEFIT" and the appropriate "RIDER FEE," all defined below. The Income Base does not provide a Contract Value or guarantee performance of any investment option. The Income Base for RIG 1 and RIG 2 are described in more detail below.

You may apply the Income Base less applicable taxes to an Income Plan on the Payout Start Date and receive the Guaranteed Retirement Income Benefit if all of the following conditions are satisfied:

- . The Payout Start Date must be on or after the 10th Contract Anniversary of the Rider Date.
- . The Payout Start Date must occur during the 30-day period following a Contract Anniversary.
- . The oldest Annuitant must be age 99 or younger as of the Payout Start Date.
- . You must select Fixed Amount Income Payments only.
- . You must select Income Plan 1 or 2, with a Guaranteed Payment Period of at least:
 - . 120 months, if the youngest Annuitant is age 80 or younger as of the Payout Start Date; or
 - . 60 months, if the youngest Annuitant is older than age 80 as of the Payout Start Date.

The "GUARANTEED RETIREMENT INCOME BENEFIT" is determined by applying the Income Base, less any applicable taxes, to the appropriate monthly income payment factor shown in the Income Payment Tables in your Contract for the selected Income Plan.

If a different payment frequency (quarterly, semi-annual, or annual) or different Income Plan is selected, an income payment factor for the selected payment frequency and Income Plan is determined on the same mortality and interest rate basis as the Income Payment Tables shown in your Contract.

On the Payout Start Date, the income payments for the selected Income Plan will be the greater of:

. The Guaranteed Retirement Income Benefit; or

. For fixed income payments, the Contract Value, adjusted by any applicable Market Value Adjustment, less any applicable taxes is applied to the greater of: the appropriate income payment factor for the selected Income Plan from the income payment tables in your Contract, or an income payment factor for the selected Income Plan that we are offering on the Payout Start Date.

We assess an annual Rider Fee if you selected one of the Retirement Income Guarantee Options. The Rider Fee is deducted on each Contract Anniversary on a pro rata basis from each of the Variable Sub-Accounts in which your Contract Value is invested on that date. The Rider Fee will decrease the number of Accumulation Units in each Variable Sub-Account. The Rider Fee is deducted only during the Accumulation Phase of the Contract. For the first Contract Anniversary following the Rider Date, the Rider Fee will be prorated to cover the period between the Rider Date and the first Contract Anniversary after the Rider Date. In the case of a full withdrawal of the Contract Value, the Rider Fee is prorated to cover the period between the Contract Anniversary immediately prior to the withdrawal and the date of the withdrawal.

The Rider Fee for RIG 1 is 0.40% of the Income Base on each Contract Anniversary. The Rider Fee for the RIG 2 is 0.55% of the Income Base on each Contract Anniversary.

These options will terminate and the corresponding Rider Fee will cease on the earliest of the following to occur:

. The date the Contract is terminated;

. If the Contract is not continued in the Accumulation Phase under either the Death of Owner or Death of Annuitant provisions of the Contract. The option will terminate on the date we determine the Death Proceeds;

. The Payout Start Date; or

. If you elect to cancel your RIG 1 or RIG 2 Option during the 60-day period following the next 3rd Contract Anniversary after January 1, 2004, (since we discontinued offering the Trade-In Program as of that date).

Otherwise, the options may not be terminated or cancelled.

CALCULATION OF INCOME BASE.

On the Rider Date, the "RIG 1 INCOME BASE" is equal to the Contract Value. The RIG 1 Income Base, plus purchase payments made after the Rider Date and less RIG 1 withdrawal adjustments for withdrawals made after the Rider Date, will accumulate interest on a daily basis at a rate equivalent to 5% per year, subject to the "CAP" defined below. This accumulation will continue until the first Contract Anniversary following the 85th birthday of the oldest Contract Owner or oldest Annuitant, whichever occurs first. After the 5% interest accumulation ends, the RIG 1 Income Base will continue to be increased by purchase payments and reduced by RIG 1 withdrawal adjustments for withdrawals until the option terminates. The "RIG 1 WITHDRAWAL ADJUSTMENT" is defined below.

The RIG 1 Income Base will not exceed a CAP equal to:

. 200% of the Contract Value as of the Rider Date; plus

. 200% of purchase payments made after the Rider Date, but excluding any purchase payments made in the 12-month period immediately prior to the Payout Start Date; minus

. RIG 1 Withdrawal Adjustments for any withdrawals made after the Rider Date.

RIG 1 WITHDRAWAL ADJUSTMENT. Prior to the first Contract Anniversary following the 85th birthday of the oldest Contract Owner or oldest Annuitant, whichever is earlier, the withdrawal adjustment is as follows:

. In each Contract Year, for the portion of withdrawals that do not cumulatively exceed 5% of the RIG 1 Income Base as of the beginning of the Contract Year (or as of the Rider Date for the first Contract Year in which RIG1 is added), the withdrawal adjustment is equal to the amount withdrawn (or portion thereof) multiplied by a discount factor. The discount factor is calculated using a 5% annual interest rate and the portion of the Contract Year between the withdrawal date and the end of the Contract Year. This withdrawal adjustment has the effect of reducing the RIG 1 Income Base at the end of the Contract Year by the actual amount of the withdrawal. In other words, for purposes of calculating the RIG 1 Income Base, the withdrawal is treated as if it occurred at the end of the Contract Year.

. In each Contract Year, for the portion of withdrawals that cumulatively exceed 5% of the RIG 1 Income Base as of the beginning of the Contract Year (or as of the Rider Date for the first Contract Year in which RIG1 is added), the withdrawal adjustment is equal to the withdrawal amount (or portion thereof), divided by the Contract Value immediately prior to the

withdrawal and reduced for the portion of withdrawals that does not cumulatively exceed 5%, and the result multiplied by the most recently calculated RIG 1 Income Base, reduced for the portion of withdrawals that does not cumulatively exceed 5%.

On or after the first Contract Anniversary following the 85th birthday of the oldest Contract Owner or the Annuitant, all withdrawal adjustments are equal to the withdrawal amount, divided by the Contract Value immediately prior to the withdrawal, and the result multiplied by the most recently calculated RIG 1 Income Base.

See Appendix D for numerical examples that illustrate how the RIG 1 Withdrawal Adjustment is applied.

The "RIG 2 INCOME BASE" is defined as the greater of "INCOME BASE A" or "INCOME

BASE B."

"INCOME BASE A" and its corresponding Withdrawal Adjustment are calculated in the same manner as the RIG 1 Income Base and RIG 1 Withdrawal Adjustment.

On the Rider Date, "INCOME BASE B" is equal to the Contract Value. After the Rider Date and prior to the Payout Start Date, Income Base B is recalculated each time a purchase payment or withdrawal is made as well as on each Contract Anniversary as follows:

- . Each time a purchase payment is made, Income Base B is increased by the amount of the purchase payment.
- . Each time a withdrawal is made, Income Base B is reduced by a proportional withdrawal adjustment, defined as the withdrawal amount divided by the Contract Value immediately prior to the withdrawal, and the result multiplied by the most recently calculated Income Base B.
- . On each Contract Anniversary until the first Contract Anniversary following the 85th birthday of the oldest Contract Owner or oldest Annuitant, whichever occurs first, Income Base B is equal to the greater of the Contract Value on that date or the most recently calculated Income Base B.

If no purchase payments or withdrawals are made after the Rider Date, Income Base B will be equal to the greatest of the Contract Value on the Rider Date and the Contract Values on each subsequent Contract Anniversary until the earlier of the Payout Start Date or the Contract Anniversary following the 85th birthday of the oldest Contract Owner or oldest Annuitant, whichever occurs first.

CERTAIN EMPLOYEE BENEFIT PLANS

The Contracts offered by this prospectus contain income payment tables that provide for different payments to men and women of the same age, except in states that require unisex tables. We reserve the right to use income payment tables that do not distinguish on the basis of sex to the extent permitted by applicable law. In certain employment-related situations, employers are required by law to use the same income payment tables for men and women. Accordingly, if the Contract is used in connection with an employment-related retirement or benefit plan and we do not offer unisex annuity tables in your state, you should consult with legal counsel as to whether the Contract is appropriate.

DEATH BENEFITS

DEATH PROCEEDS

Under certain conditions, described below, we will pay Death Proceeds for this Contract on the death of the Contract Owner, Annuitant, or Co-Annuitant if the death occurs prior to the Payout Start Date. If the Owner or Annuitant dies after the Payout Start Date, we will pay remaining income payments as described in the "Payout Phase" section of your Contract. See "Income Payments" for more information.

We will determine the value of the Death Proceeds as of the end of the Valuation Date during which we receive the first Complete Request for Settlement (the next Valuation Date, if we receive the request after 3:00 p.m. Central Time). In order to be considered a "COMPLETE REQUEST FOR SETTLEMENT," a claim for distribution of the Death Proceeds must include "DUE PROOF OF DEATH" in any of the following forms of documentation:

- . A certified copy of the death certificate;
- . A certified copy of a decree of a court of competent jurisdiction as to the finding of death; or
- . Any other proof acceptable to us.

"DEATH PROCEEDS" are determined based on when we receive a Complete Request for Settlement:

- . If we receive a Complete Request for Settlement within 180 days of the death of the Contract Owner, Annuitant, or Co-Annuitant, as applicable, the Death Proceeds is equal to the "DEATH BENEFIT."
- . If we receive a Complete Request for Settlement more than 180 days after the death of the Contract Owner, Annuitant, or Co-Annuitant, as applicable, the Death Proceeds are equal to the greater of the Contract Value or Settlement Value. We reserve the right to waive or extend, in a nondiscriminatory manner, the 180-day period in which the Death Proceeds will equal the Death Benefit.

Where there are multiple Beneficiaries, we will only value the Death Proceeds at the time the first Beneficiary submits the necessary documentation in good order. Any Death Proceeds amounts attributable to any Beneficiary which remain in the Variable Sub-Accounts are subject to investment risk.

DEATH BENEFIT OPTIONS

In addition to the ROP Death Benefit included in your Contract, we offer the following death benefit options which may be added to your Contract:

- . MAV Death Benefit Option
- . Enhanced Beneficiary Protection (Annual Increase) Option
- . Earnings Protection Death Benefit Option

The SureIncome Plus Option and SureIncome For Life Option also include a death benefit option, the SureIncome Return of Premium Death Benefit ("SureIncome ROP Death Benefit.")

The amount of the Death Benefit depends on which death benefit option(s) you select. Not all death benefit options are available in all states.

You may select any combination of death benefit options on the Issue Date of your Contract or at a later date, subject to state availability and issue age restrictions. You may not add any of the death benefit option(s) to your Contract after Contract issue without our prior approval if your Contract Value is greater than \$1,000,000 at the time you choose to add an option(s).

The "DEATH BENEFIT" is equal to the Earnings Protection Death Benefit (if selected) plus the greatest of:

- . The Contract Value;
- . The Settlement Value;
- . The ROP Death Benefit;
- . The MAV Death Benefit Option (if selected);
- . The Enhanced Beneficiary Protection (Annual Increase) Option (if selected); or
- . The SureIncome ROP Death Benefit.*

The "Settlement Value" is the amount that would be paid in the event of a full withdrawal of the Contract Value.

* The SureIncome ROP Death Benefit under the SureIncome For Life Option is only included in the calculation of the Death Benefit upon the death of the SureIncome Covered Life. If a Contract Owner, Annuitant or Co-Annuitant who is not the SureIncome Covered Life dies, the SureIncome ROP Death Benefit is not applicable.

The "ROP DEATH BENEFIT" is equal to the sum of all purchase payments, reduced by a proportional withdrawal adjustment for each withdrawal. The withdrawal adjustment is equal to the withdrawal amount divided by the Contract Value immediately prior to the withdrawal, and the result is multiplied by:

The sum of all purchase payments made prior to the withdrawal, less any prior withdrawal adjustments.

MAXIMUM ANNIVERSARY VALUE DEATH BENEFIT OPTION.

The "MAV DEATH BENEFIT OPTION" is only available if the oldest Contract Owner and oldest Annuitant are age 79 or younger on the Rider Application Date. There is an additional mortality and expense risk charge for this death benefit option, currently equal to 0.20%. We may change what we charge for this death benefit option, but it will never exceed 0.30%. Once added to your Contract, we guarantee that we will not increase the mortality and expense risk charge you pay for this death benefit option.

On the date we issue the rider for this benefit ("Rider Date"), the MAV DEATH BENEFIT is equal to the Contract Value. After the Rider Date and prior to the date we determine the Death Proceeds (see "Death Proceeds," above), the MAV Death Benefit is recalculated each time a purchase payment or withdrawal is made as well as on each Contract Anniversary as follows:

- . Each time a purchase payment is made, the MAV Death Benefit is increased by the amount of the purchase payment.
- . Each time a withdrawal is made, the MAV Death Benefit is reduced by a proportional withdrawal adjustment, defined as the withdrawal amount divided by the Contract Value immediately prior to the withdrawal, and the result multiplied by the most recently calculated MAV Death Benefit.
- . On each Contract Anniversary until the first Contract Anniversary following the 80th birthday of the oldest Contract Owner or oldest Annuitant, whichever occurs first, the MAV Death Benefit is recalculated as the greater of the Contract Value on that date or the most recently calculated MAV Death Benefit.

If no purchase payments or withdrawals are made after the Rider Date, the MAV Death Benefit will be equal to the greatest of the Contract Value on the Rider Date and the Contract Values on each subsequent Contract Anniversary after the Rider Date, but before the date we determine the Death Proceeds. If, upon death of the Contract Owner, the Contract is continued under Option D as described on page 74, and if the oldest New Contract Owner and the oldest Annuitant are age 80 or younger on the date we determine the Death Proceeds, then the MAV Death Benefit Option will continue. The MAV Death Benefit will continue to be recalculated for purchase payments, withdrawals, and on each Contract Anniversary after the date we determine the Death Proceeds until the earlier of:

- . The first Contract Anniversary following the 80th birthday of either the oldest New Contract Owner or the oldest Annuitant, whichever is earlier. (After the 80th birthday of either the oldest New Contract Owner or the oldest Annuitant, whichever is earlier, the MAV Death Benefit will be recalculated only for

purchase payments and withdrawals); or

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. The date we next determine the Death Proceeds.

ENHANCED BENEFICIARY PROTECTION (ANNUAL INCREASE) OPTION.

The Enhanced Beneficiary Protection (Annual Increase) Option is only available if the oldest Contract Owner and oldest Annuitant are age 79 or younger on the Rider Application Date. There is an additional mortality and expense risk charge for this death benefit option, currently equal to 0.30%. We may change what we charge for this death benefit option, but it will never exceed 0.30%. Once added to your Contract, we guarantee that we will not increase the mortality and expense risk charge you pay for this death benefit option.

On the date we issue the rider for this benefit ("Rider Date"), the Enhanced Beneficiary Protection (Annual Increase) Benefit is equal to the Contract Value. The Enhanced Beneficiary Protection (Annual Increase) Benefit, plus purchase payments made after the Rider Date and less withdrawal adjustments for withdrawals made after the Rider Date, will accumulate interest on a daily basis at a rate equivalent to 5% per year, subject to the "CAP" defined below. This accumulation will continue until the earlier of:

- (a) the first Contract Anniversary following the 80th birthday of the oldest Contract Owner or oldest Annuitant, whichever occurs first; or
- (b) the date we determine the Death Proceeds.

After the 5% interest accumulation ends, the Enhanced Beneficiary Protection (Annual Increase) Benefit will continue to be increased by purchase payments and reduced by withdrawal adjustments for withdrawals until the death benefit option terminates. The withdrawal adjustment is a proportional adjustment, defined as the withdrawal amount divided by the Contract Value immediately prior to the withdrawal, and the result multiplied by the amount of the Enhanced Beneficiary Protection (Annual Increase) Benefit immediately prior to the withdrawal.

The Enhanced Beneficiary Protection (Annual Increase) Benefit CAP is equal to:

- . 200% of the Contract Value as of the Rider Date; plus
- . 200% of purchase payments made after the Rider Date, but excluding any purchase payments made in the 12-month period immediately prior to the death of the Contract Owner or the Annuitant; minus
- . Withdrawal adjustments for any withdrawals made after the Rider Date. Refer to Appendix E for withdrawal adjustment examples.

If, upon death of the Contract Owner, the Contract is continued under Option D as described on page 74, and if the oldest New Contract Owner and the oldest Annuitant are age 80 or younger on the date we determine the Death Proceeds, then the Enhanced Beneficiary Protection (Annual Increase) Option will continue. The amount of the Enhanced Beneficiary Protection (Annual Increase) Benefit as of the date we determine the Death Proceeds, plus subsequent purchase payments, less withdrawal adjustments for any subsequent withdrawals, will accumulate daily at a rate equivalent to 5% per year from the date we determine the Death Proceeds, until the earlier of:

- . The first Contract Anniversary following the 80th birthday of either the oldest New Contract Owner or the oldest Annuitant, whichever is earlier. (After the 80th birthday of either the oldest New Owner or the oldest Annuitant, whichever is earlier, the Enhanced Beneficiary Protection (Annual Increase) Benefit will be recalculated only for purchase payments and withdrawals; or
- . The date we next determine the Death Proceeds.

EARNINGS PROTECTION DEATH BENEFIT OPTION.

The "EARNINGS PROTECTION DEATH BENEFIT OPTION" is only available if the oldest Contract Owner and oldest Annuitant are age 79 or younger on the Rider Application Date. There is an additional mortality and expense risk charge for this death benefit option, currently equal to:

- . 0.25%, if the oldest Contract Owner and oldest Annuitant are age 70 or younger on the Rider Application Date; and
- . 0.40%, if the oldest Contract Owner or oldest Annuitant is over age 70 and all are age 79 or younger on the Rider Application Date.

We may change what we charge for this death benefit option, but it will never exceed 0.35% for issue ages 0-70 and 0.50% for issue ages 71-79. Once added to your Contract, we guarantee that we will not increase the mortality and expense risk charge you pay for this death benefit option. However, if your spouse elects to continue the Contract in the event of your death and if he or she elects to continue the Earnings Protection Death Benefit Option, the mortality and expense risk charge for the death benefit option will be based on the ages of the oldest new Contract Owner and the oldest Annuitant at the time the Contract is continued.

If the oldest Contract Owner and oldest Annuitant are age 70 or younger on the Rider Application Date, the EARNINGS PROTECTION DEATH BENEFIT is equal to the lesser of:

- . 100% of "IN-FORCE PREMIUM" (excluding purchase payments made after the date we issue the rider for this benefit ("Rider Date")) and during the twelve-month period immediately prior to the death of the Contract Owner or Annuitant); or
- . 40% of "IN-FORCE EARNINGS"

calculated as of the date we determine the Death Proceeds.

If the oldest Contract Owner or oldest Annuitant is over age 70 and all are age 79 or younger on the Rider Application Date, the EARNINGS PROTECTION DEATH BENEFIT is equal to the lesser of:

. 50% of "IN-FORCE PREMIUM" (excluding purchase payments made after the Rider Date and during the twelve-month period immediately prior to the death of the Contract Owner or Annuitant); or

. 25% of "IN-FORCE EARNINGS"

calculated as of the date we determine the Death Proceeds.

IN-FORCE EARNINGS are equal to the current Contract Value less In-Force Premium. If this quantity is negative, then In-Force Earnings are equal to zero.

IN-FORCE PREMIUM is equal to the Contract Value on the Rider Date, plus the sum of all purchase payments made after the Rider Date, less the sum of all "EXCESS-OF-EARNINGS WITHDRAWALS" made after the Rider Date.

An EXCESS-OF-EARNINGS WITHDRAWAL is equal to the excess, if any, of the amount of the withdrawal over the amount of the In-Force Earnings immediately prior to the withdrawal.

Refer to Appendix F for numerical examples that illustrate how the Earnings Protection Death Benefit Option is calculated.

If, upon death of the Contract Owner, the Contract is continued under Option D as described on page 74 below, and if the oldest new Owner and the oldest Annuitant are younger than age 80 on the date we determine the Death Proceeds, then this death benefit option will continue unless the New Contract Owner elects to terminate the death benefit option. If the death benefit option is continued, the following will apply as of the date we determine the Death Proceeds upon continuation:

. The Rider Date will be changed to the date we determine the Death Proceeds;

. The In-Force Premium is equal to the Contract Value as of the new Rider Date plus all purchase payments made after the Rider Date, less the sum of all the Excess-of-Earnings Withdrawals made after the Rider Date;

. The Earnings Protection Death Benefit after the new Rider Date will be determined as described above, but using the ages of the oldest new Contract Owner and the oldest Annuitant as of the new Rider Date.

. The mortality and expense risk charge, for this rider, will be determined as described above, but using the ages of the oldest new Contract Owner and the oldest Annuitant as of the new Rider Date.

If either the Contract Owner's or the Annuitant's age is misstated, the Earnings Protection Death Benefit and the mortality and expense risk charge for this death benefit option will be calculated according to the corrected age as of the Rider Date. Your Contract Value will be adjusted to reflect the mortality and expense risk charge for this death benefit option that should have been assessed based on the corrected age.

ALL OPTIONS.

WE RESERVE THE RIGHT TO IMPOSE LIMITATIONS ON THE INVESTMENT ALTERNATIVES IN WHICH YOU MAY INVEST AS A CONDITION OF THESE OPTIONS. THESE RESTRICTIONS MAY INCLUDE, BUT ARE NOT LIMITED TO, MAXIMUM INVESTMENT LIMITS ON CERTAIN INVESTMENT ALTERNATIVES, EXCLUSION OF CERTAIN INVESTMENT ALTERNATIVES, REQUIRED MINIMUM ALLOCATIONS TO CERTAIN VARIABLE SUB-ACCOUNTS AND/OR THE REQUIRED USE OF AUTOMATIC PORTFOLIO REBALANCING. CURRENTLY, NO SUCH RESTRICTIONS ARE BEING IMPOSED.

These death benefit options will terminate and the corresponding Rider Fee will cease on the earliest of the following to occur:

. the date the Contract is terminated;

. if, upon the death of the Contract Owner, the Contract is continued under Option D as described in the Death of Owner section on page 74, and either the oldest New Owner or the oldest Annuitant is older than age 80 (age 80 or older for the Earnings Protection Death Benefit Option) on the date we determine the Death Proceeds. The death benefit option will terminate on the date we determine the Death Proceeds;

. if the Contract is not continued in the Accumulation Phase under either the Death of Owner or Death of Annuitant provisions of the Contract. The death benefit option will terminate on the date we determine the Death Proceeds;

. on the date the Contract Owner (if the current Contract Owner is a living person) is changed for any reason other than death unless the New Contract Owner is a trust and the Annuitant is the current Contract Owner;

. on the date the Contract Owner (if the current Contract Owner is a non-living person) is changed for any reason unless the New Contract Owner is a non-living person or is the current Annuitant; or

. the Payout Start Date.

Notwithstanding the preceding, in the event of the Contract Owner's death, if the Contract Owner's spouse elects to continue the Contract (as permitted in the Death of Owner provision below) he or she may terminate the Earnings Protection Death Benefit at that time.

DEATH BENEFIT PAYMENTS

DEATH OF CONTRACT OWNER

If a Contract Owner dies prior to the Payout Start Date, then the surviving Contract Owners will be "NEW CONTRACT OWNERS". If there are no surviving Contract Owners, then subject to any restrictions previously placed upon them, the Beneficiaries will be the New Contract Owners.

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If there is more than one New Contract Owner taking a share of the Death Proceeds, each New Contract Owner will be treated as a separate and independent Contract Owner of his or her respective share of the Death Proceeds. Each New Contract Owner will exercise all rights related to his or her share of the Death Proceeds, including the sole right to elect one of the Option(s) below, subject to any restrictions previously placed upon the New Contract Owner. Each New Contract Owner may designate a Beneficiary(ies) for his or her respective share, but that designated Beneficiary(ies) will be restricted to the Option chosen by the original New Contract Owner.

The Options available to the New Contract Owner will be determined by the applicable following Category in which the New Contract Owner is defined. An Option will be deemed to have been chosen on the day we receive written notification in a form satisfactory to us.

NEW CONTRACT OWNER CATEGORIES

CATEGORY 1. If your spouse (or Annuitant's spouse in the case of a grantor trust-owned Contract) is the sole New Contract Owner of the entire Contract, your spouse must choose from among the death settlement Options A, B, C, D, or E described below. If he or she does not choose one of these Options, then Option D will apply.

CATEGORY 2. If the New Contract Owner is a living person who is not your spouse (or Annuitant's spouse in the case of a grantor trust-owned Contract), or there is more than one New Contract Owner, all of whom are living persons, each New Contract Owner must choose from among the death settlement Options A, B, C, or E described below. If a New Contract Owner does not choose one of these Options, then Option C will apply for that New Contract Owner.

CATEGORY 3. If there are one or more New Contract Owner(s) and at least one of the New Contract Owners is a non-living person such as a corporation or a trust, all New Contract Owners are considered to be non-living persons for purposes of the death settlement options. Each New Contract Owner must choose death settlement Option A or C described below. If a New Contract Owner does not choose one of these Options, then Option C will apply for that New Contract Owner.

The death settlement options we currently offer are:

OPTION A. The New Contract Owner may elect to receive the Death Proceeds in a lump sum.

OPTION B. The New Contract Owner may elect to apply the Death Proceeds to one of the Income Plans described above. Such income payments must begin within one year of the date of death and must be payable:

. Over the life of the New Contract Owner; or

. For a guaranteed payment period of at least 5 years (60 months), but not to exceed the life expectancy of the New Contract Owner; or

. Over the life of the New Contract Owner with a guaranteed payment period of at least 5 years (60 months), but not to exceed the life expectancy of the New Contract Owner.

OPTION C. The New Contract Owner may elect to receive the Contract Value payable within 5 years of the date of death. The Contract Value, as of the date we receive the first Complete Request for Settlement, will be reset to equal the Death Proceeds as of that date. Any excess amount of the Death Proceeds over the Contract Value on that date will be allocated to the Putnam VT Money Market - Class IB Sub-Account unless the New Contract Owner provides other allocation instructions.

The New Contract Owner may not make any additional purchase payments under this option. Withdrawal charges will be waived for any withdrawals made during the 5-year period after the date of death; however, amounts withdrawn may be subject to Market Value Adjustments. The New Contract Owner may exercise all rights set forth in the Transfers provision.

If the New Contract Owner dies before the Contract Value is completely withdrawn, the New Contract Owner's Beneficiary(ies) will receive the greater of the remaining Settlement Value or the remaining Contract Value within 5 years of the date of the original Contract Owner's death.

OPTION D. The New Contract Owner may elect to continue the Contract in the Accumulation Phase. If the Contract Owner was also the Annuitant, then the New Contract Owner will be the new Annuitant. This Option may only be exercised once per Contract. The Contract Value, as of the date we receive the first Complete Request for Settlement, will be reset to equal the Death Proceeds as of that date.

Unless otherwise instructed by the continuing spouse, the excess, if any, of the Death Proceeds over the Contract Value will be allocated to the Sub-Accounts of the Variable Account. This excess will be allocated in proportion to your Contract Value in those Sub-Accounts as of the end of the Valuation Date that we receive the complete request for settlement except that any portion of this excess attributable to the Fixed Account Options will be allocated to the Putnam VT Money Market - Class IB Sub-Account.

Within 30 days after the date we determine the Death Proceeds, the New Contract Owner may make a one-time transfer of all or a portion of the excess of the Death Proceeds, if any, into any combination of Variable Sub-Accounts, the Standard Fixed Account and the Market Value Adjusted Fixed Account without incurring a transfer fee provided the investment alternative is available with the Contract at that time. Any such transfer does not count as one of the free transfers allowed each Contract Year and is subject to any minimum allocation amount specified in this Contract.



The New Contract Owner may make a single withdrawal of any amount within one year of the date of your death without incurring a Withdrawal Charge; however, the amount withdrawn may be subject to a Market Value Adjustment and a 10% tax penalty if the New Contract Owner is under age 59 1/2.

OPTION E. For Nonqualified Contracts, the New Contract Owner may elect to make withdrawals at least annually of amounts equal to the "ANNUAL REQUIRED DISTRIBUTION" calculated for each calendar year. The first such withdrawal must occur within:

- . One year of the date of death;
- . The same calendar year as the date we receive the first Complete Request for Settlement; and
- . One withdrawal frequency.

The New Contract Owner must select the withdrawal frequency (monthly, quarterly, semi-annual, or annual). Once this option is elected and frequency of withdrawals is chosen, they cannot be changed by the New Contract Owner and become irrevocable.

In the calendar year in which the Death Proceeds are determined, the ANNUAL REQUIRED DISTRIBUTION is equal to the Contract Value on the date of the first distribution divided by the "Life Expectancy" of the New Contract Owner and the result multiplied by a fraction that represents the portion of the calendar year remaining after the date of the first distribution. (The Contract Value, as of the date we receive the Complete Request for Settlement, will be reset to equal the Death Proceeds as of that date. The Contract Value on the date of the first distribution may be more or less than the Contract Value as of the date we receive the Complete Request for Settlement.) The Life Expectancy in that calendar year is equal to the life expectancy value from IRS Tables based on the age of the New Contract Owner as of his or her birthday in the same calendar year.

In any subsequent calendar year, the Annual Required Distribution is equal to the Contract Value as of December 31 of the prior year divided by the remaining Life Expectancy of the New Contract Owner. In each calendar year after the calendar year in which the first distribution occurred, the Life Expectancy of the New Contract Owner is the Life Expectancy calculated in the previous calendar year minus one (1) year. If the Life Expectancy is less than one (1), the Annual Required Distribution is equal to the Contract Value.

If the New Contract Owner dies before the Contract Value is completely withdrawn, the scheduled withdrawals will continue to be paid to the New Contract Owner's Beneficiary(ies). The Contract Value invested in the Variable Sub-Accounts will be subject to investment risk until it is withdrawn.

We reserve the right to offer additional death settlement options.

DEATH OF ANNUITANT

If the Annuitant dies prior to the Payout Start Date, then the surviving Contract Owners will have the Options available to the New Contract Owner, determined by the applicable following category in which the New Contract Owner is defined, unless:

- . The Annuitant was also the Contract Owner, in which case the Death of Owner provisions above apply; or
- . The Contract Owner is a grantor trust not established by a business, in which case the Beneficiary(ies) will be deemed the New Contract Owners and the Death of Contract Owner provisions above will apply.

SURVIVING CONTRACT OWNER CATEGORIES

CATEGORY 1. If the Contract Owner is a living person, prior to the Annuitant's death, the Contract Owner must choose from among the death settlement Options A, B, or D described below. If the Contract Owner does not choose one of these Options, then Option D will apply.

CATEGORY 2. If the Contract Owner is a non-living person such as a corporation or a trust, the Contract Owner must choose from death settlement Options A or C described below. If the Contract Owner does not choose one of these Options, then Option C will apply.

The death settlement options we currently offer are:

OPTION A. The Contract Owner may elect to receive the Death Proceeds in a lump sum.

OPTION B. The Contract Owner may elect to apply the Death Proceeds to one of the Income Plans described above. Such income payments must begin within one year of the date of death.

OPTION C. The Contract Owner may elect to receive the Contract Value payable within 5 years of the date of death. The Contract Value, as of the date we receive the first Complete Request for Settlement, will be reset to equal the Death Proceeds as of that date. Any excess amount of the Death Proceeds over the Contract Value on that date will be allocated to the Putnam VT Money Market - Class IB Sub-Account unless the Contract Owner provides other allocation instructions.

The Contract Owner may not make any additional purchase payments under this option. Withdrawal charges will be waived for any withdrawals made during the 5-year period after the date of death; however, amounts withdrawn may be subject to Market Value Adjustments. The Contract Owner may exercise all rights set forth in the Transfers provision.

OPTION D. The Contract Owner may elect to continue the Contract and the youngest Contract Owner will become the new Annuitant. The Contract Value of the continued Contract will not be adjusted to equal the Death Proceeds.

We reserve the right to offer additional death settlement options.

QUALIFIED CONTRACTS

The death settlement options for Qualified Plans, including IRAs, may be different to conform with the individual tax requirements of each type of Qualified Plan. Please refer to your Endorsement for IRAs or 403(b) plans, if applicable, for additional information on your death settlement options. In the case of certain Qualified Plans, the terms of the Qualified Plan Endorsement and the plans may govern the right to benefits, regardless of the terms of the Contract.

SPOUSAL PROTECTION BENEFIT (CO-ANNUITANT) OPTION AND DEATH OF CO-ANNUITANT

We offer a Spousal Protection Benefit (Co-Annuitant) Option that may be added to your Contract subject to the following conditions:

- . The individually owned Contract must be either a traditional, Roth, or Simplified Employee Pension IRA.
- . The Contract Owner's spouse must be the sole Primary Beneficiary of the Contract and will be the named Co-Annuitant.
- . The Contract Owner must be age 90 or younger on the Rider Application Date; and the Co-Annuitant must be age 79 or younger on the Rider Application Date.
- . On or after May 1, 2005, the Option may be added only when we issue the Contract or within 6 months of the Contract Owner's marriage. You may not add the Option to your Contract without our prior approval if your Contract Value is greater than \$1,000,000 at the time you choose to add the Option. We may require proof of marriage in a form satisfactory to us.

Under the Spousal Protection Benefit Option, the Co-Annuitant will be considered to be an Annuitant under the Contract during the Accumulation Phase except that the "Death of Annuitant" provision does not apply on the death of the Co-Annuitant, and the latest Payout Start Date will be based solely on the Contract Owner's age.

You may change the Co-Annuitant to a new spouse only if you provide proof of remarriage in a form satisfactory to us. Once we accept a change, the change will take effect on the date you signed the request. Each change is subject to any payment we make or other action we take before we accept it. At any time, there may be only one Co-Annuitant under your Contract.

There is an annual Rider Fee of 0.10% of the Contract Value for new Options added on or after January 1, 2005. For Options added prior to this date, there is no charge for this Option. We reserve the right to assess an annual Rider Fee not to exceed 0.15% for Options added in the future. Once this Option is added to your Contract, we guarantee that we will not increase what we charge you for this Option. For Contracts purchased on or after January 1, 2005, we may discontinue offering the Spousal Protection Benefit (Co-Annuitant) Option at any time prior to the time you elect to receive it.

The option will terminate upon the date termination is accepted by us or will terminate on the earliest of the following occurrences:

- . upon the death of the Co-Annuitant (as of the date we determine the Death Proceeds);
- . upon the death of the Contract Owner (as of the date we determine the Death Proceeds);
- . on the date the Contract is terminated;
- . on the Payout Start Date; or
- . on the date you change the beneficiary of the Contract and the change is accepted by us;
- . for options added on or after January 1, 2005, the Owner may terminate the option upon the divorce of the Owner and the Co-Annuitant by providing written notice and proof of divorce in a form satisfactory to us;
- . for options added prior to January 1, 2005, the Owner may terminate this option at anytime by written notice in a form satisfactory to us.

Once terminated, a new Spousal Protection Benefit (Co-Annuitant) Option cannot be added to the Contract unless the last Option attached to the Contract was terminated due to divorce or a change of beneficiary.

DEATH OF CO-ANNUITANT. If the Co-Annuitant dies prior to the Payout Start Date, subject to the following conditions, the Contract will be continued according to Option D under the "Death of Owner" provision of your Contract:

- . The Co-Annuitant must have been your legal spouse on the date of his or her death; and
- . Option D of the "Death of Owner" provision of your Contract has not previously been exercised.

The Contract may only be continued once under Option D under the "Death of Owner" provision. For a description of Option D, see the "Death of Owner" section of this prospectus.

SPOUSAL PROTECTION BENEFIT (CO-ANNUITANT) OPTION FOR CUSTODIAL INDIVIDUAL RETIREMENT ACCOUNTS AND DEATH OF CO-ANNUITANT

We offer a Spousal Protection Benefit (Co-Annuitant) Option for certain Custodial Individual Retirement Accounts established under Code Section 408(a) that may be added to your Contract. CSP may not be available in all states. CSP is subject to the following conditions ("CSP Conditions"):

. The beneficially owned Contract must be a Custodial traditional IRA, Custodial Roth IRA, or a Custodial Simplified Employee Pension IRA.

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- . The Annuitant must be the beneficial owner of the Custodial traditional IRA, Custodial Roth IRA, or Custodial Simplified Employee Pension IRA.
- . The Co-Annuitant must be the legal spouse of the Annuitant. Only one Co-Annuitant may be named.
- . The Co-Annuitant must be the sole beneficiary of the Custodial traditional IRA, Custodial Roth IRA, or the Custodial Simplified Employee Pension IRA.
- . The Annuitant must be age 90 or younger on the CSP Application Date.
- . The Co-Annuitant must be age 79 or younger on the CSP Application Date.
- . On or after May 1, 2005, the CSP may be added only when we issue the Contract or within 6 months of the beneficial owner's marriage. You may not add the CSP to your Contract without our prior approval if your Contract Value is greater than \$1,000,000 at the time you choose to add the CSP. We may require proof of marriage in a form satisfactory to us.
- . We have made no payments under any Income Plan.
- . There is an annual Rider Fee of 0.10% of the Contract Value for new Options added on or after January 1, 2005. For Options added prior to this date, there is no charge for this Option. We reserve the right to increase the annual Rider Fee to up to 0.15% of the Contract Value.

Under CSP, the Co-Annuitant will be considered to be an Annuitant under the Contract during the Accumulation Phase except that:

- . The Co-Annuitant will not be considered to be an Annuitant for purposes of determining the Payout Start Date.
- . The "Death of Annuitant" provision of the Contract does not apply on the death of the Co-Annuitant.
- . The Co-Annuitant is not considered the beneficial owner of the Custodial traditional IRA, Custodial Roth IRA, or the Custodial Simplified Employee Pension IRA.

You may change the Co-Annuitant to a new spouse only if you provide proof of remarriage in a form satisfactory to us. Once we accept a change, the change will take effect on the date you signed the request. Each change is subject to any payment we make or other action we take before we accept it. At any time, there may only be one Co-Annuitant under your Contract.

For Spousal Protection Benefit (Co-Annuitant) Options for Custodial Individual Retirement Accounts added on or after January 1, 2005, there is an annual Rider Fee of 0.10% of the Contract Value for this Option. For Options added prior to this date, there is no charge for this Option. We reserve the right to assess an annual Rider Fee not to exceed 0.15% for Options added in the future. Once this Option is added to your Contract, we guarantee that we will not increase what we charge you for this Option. For Contracts issued on or after January 1, 2005, we may discontinue offering the Spousal Protection Benefit (Co-Annuitant) Option for Custodial Individual Retirement Accounts at any time to new Contract Owners and to existing Contract Owners who did not elect the Option prior to the date of discontinuance.

The Owner may terminate CSP upon the divorce of the Annuitant and the Co-Annuitant by providing written notice and proof of divorce in a form satisfactory to us. The Owner may also terminate CSP upon a change in the beneficiary of the IRA by providing written notice and proof of the change in a form satisfactory to us. CSP will terminate upon the date termination is accepted by us or on the earliest of the following occurrences:

- . On the date CSP is terminated as described above; or
- . Upon the death of the Annuitant; or
- . Upon the death of the Co-Annuitant; or
- . On the date the Contract is terminated; or
- . On the Payout Start Date.

Once terminated, a new CSP cannot be added to the Contract unless the last option attached to the Contract was terminated due to divorce or change of beneficiary of the IRA.

DEATH OF CO-ANNUITANT. This section applies if:

- . The CSP Conditions are met.
- . The Annuitant was, at the time of the Co-Annuitant's death, the beneficial owner of the Custodial traditional IRA, Custodial Roth IRA, or Custodial Simplified Employee Pension IRA.
- . We have received proof satisfactory to us that the Co-Annuitant has died.
- . The Co-Annuitant was, at the time of the Co-Annuitant's death, the sole beneficiary of the Custodial traditional IRA, Custodial Roth IRA, or Custodial Simplified Employee Pension IRA, and
- . the Co-Annuitant was, at the time of the Co-Annuitant's death, the legal spouse of the Annuitant.

If this section applies and if the Co-Annuitant dies prior to the Payout Start Date, then, subject to the following conditions, the Contract may be continued according to Option D under the "Death of Owner" provisions under the same terms and conditions that would apply if the Co-Annuitant were the Owner of

the Contract before death and the sole new Owner of the Contract were the Annuitant provided that:

- . The Co-Annuitant was the legal spouse of the Annuitant on the date of Annuitant's death.
- . The Owner does not thereafter name a new Co-Annuitant; and

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. The Owner of the Custodial traditional IRA, Custodial Roth IRA, or Custodial Simplified Employee Pension IRA remains the Custodian; and

. The Contract may only be continued once.

MORE INFORMATION

ALLSTATE

Allstate Life is the issuer of the Contract. Allstate Life was organized in 1957 as a stock life insurance company under the laws of the State of Illinois.

Allstate Life is a wholly owned subsidiary of Allstate Insurance Company, a stock property-liability insurance company organized under the laws of the State of Illinois. All of the capital stock issued and outstanding of Allstate Insurance Company is owned by The Allstate Corporation.

Allstate Life is licensed to operate in the District of Columbia, Puerto Rico, and all jurisdictions except the State of New York. We intend to offer the Contract in those jurisdictions in which we are licensed. Our home office is located at 3100 Sanders Road, Northbrook, Illinois, 60062.

Effective June 1, 2006, Allstate Life entered into an agreement ("the Agreement") with Prudential Financial, Inc. and its subsidiary, The Prudential Insurance Company of America ("PICA") pursuant to which Allstate Life sold, through a combination of coinsurance and modified coinsurance reinsurance, substantially all of its variable annuity business. Pursuant to the Agreement Allstate Life and PICA also have entered into an administrative services agreement which provides that PICA or an affiliate will administer the Variable Account and the Contracts after a transition period that may last up to two years. The benefits and provisions of the Contracts have not been changed by these transactions and agreements. None of the transactions or agreements have changed the fact that we are primarily liable to you under your Contract.

VARIABLE ACCOUNT

Allstate Life established the Allstate Financial Advisors Separate Account I in 1999. We have registered the Variable Account with the SEC as a unit investment trust. The SEC does not supervise the management of the Variable Account or Allstate Life.

We own the assets of the Variable Account. The Variable Account is a segregated asset account under Illinois law. That means we account for the Variable Account's income, gains and losses separately from the results of our other operations. It also means that only the assets of the Variable Account that are in excess of the reserves and other Contract liabilities with respect to the Variable Account are subject to liabilities relating to our other operations. Our obligations arising under the Contracts are general corporate obligations of Allstate Life.

The Variable Account consists of multiple Variable Sub-Accounts, each of which invests in a corresponding Portfolio. We may add new Variable Sub-Accounts or eliminate one or more of them, if we believe marketing, tax, or investment conditions so warrant. We do not guarantee the investment performance of the Variable Account, its Sub-Accounts or the Portfolios. We may use the Variable Account to fund our other annuity contracts. We will account separately for each type of annuity contract funded by the Variable Account.

THE PORTFOLIOS

DIVIDENDS AND CAPITAL GAIN DISTRIBUTIONS. We automatically reinvest all dividends and capital gains distributions from the Portfolios in shares of the distributing Portfolios at their net asset value.

VOTING PRIVILEGES. As a general matter, you do not have a direct right to vote the shares of the Portfolios held by the Variable Sub-Accounts to which you have allocated your Contract Value. Under current law, however, you are entitled to give us instructions on how to vote those shares on certain matters. Based on our present view of the law, we will vote the shares of the Portfolios that we hold directly or indirectly through the Variable Account in accordance with instructions that we receive from Contract Owners entitled to give such instructions.

As a general rule, before the Payout Start Date, the Contract Owner or anyone with a voting interest is the person entitled to give voting instructions. The number of shares that a person has a right to instruct will be determined by dividing the Contract Value allocated to the applicable Variable Sub-Account by the net asset value per share of the corresponding Portfolio as of the record date of the meeting. After the Payout Start Date the person receiving income payments has the voting interest. The payee's number of votes will be determined by dividing the reserve for such Contract allocated to the applicable Sub-Account by the net asset value per share of the corresponding Portfolio. The votes decrease as income payments are made and as the reserves for the Contract decrease.

We will vote shares attributable to Contracts for which we have not received instructions, as well as shares attributable to us, in the same proportion as we vote shares for which we have received instructions, unless we determine that we may vote such shares in our own discretion. We will apply voting instructions to abstain on any item to be voted upon on a pro-rata basis to reduce the votes eligible to be cast.

We reserve the right to vote Portfolio shares as we see fit without regard to voting instructions to the extent permitted by law. If we disregard voting



instructions, we will include a summary of that action and our reasons for that action in the next semi-annual financial report we send to you.

CHANGES IN PORTFOLIOS. If the shares of any of the Portfolios are no longer available for investment by the Variable Account or if, in our judgment, further investment in such shares is no longer desirable in view of the purposes of the Contract, we may eliminate that Portfolio and substitute shares of another eligible investment fund. Any substitution of securities will comply with the requirements of the Investment Company Act of 1940. We also may add new Variable Sub-Accounts that invest in additional underlying funds. We will notify you in advance of any change.

CONFLICTS OF INTEREST. Certain of the Portfolios sell their shares to separate accounts underlying both variable life insurance and variable annuity contracts. It is conceivable that in the future it may be unfavorable for variable life insurance separate accounts and variable annuity separate accounts to invest in the same Portfolio. The board of directors/trustees of these Portfolios monitors for possible conflicts among separate accounts buying shares of the Portfolios. Conflicts could develop for a variety of reasons. For example, differences in treatment under tax and other laws or the failure by a separate account to comply with such laws could cause a conflict. To eliminate a conflict, the Portfolio's board of directors/trustees may require a separate account to withdraw its participation in a Portfolio. A Portfolio's net asset value could decrease if it had to sell investment securities to pay redemption proceeds to a separate account withdrawing because of a conflict.

THE CONTRACT

DISTRIBUTION. Allstate Distributors, L.L.C. ("Allstate Distributors"), located at 3100 Sanders Road, Northbrook, IL 60062, is the principal underwriter and distributor of the Contract. Allstate Distributors is a wholly owned subsidiary of Allstate Life. Allstate Distributors is registered as a broker-dealer under the Securities Exchange Act of 1934, as amended, and is a member of the National Association of Securities Dealers, Inc. ("NASD").

Allstate Distributors does not sell Contracts directly to purchasers. Allstate Distributors enters into selling agreements with affiliated and unaffiliated broker-dealers and banks to sell the Contracts through their registered representatives. The broker-dealers are registered with the SEC and are NASD member firms. Their registered representatives are also licensed as insurance agents by applicable state insurance authorities and appointed as agents of Allstate Life in order to sell the Contracts. Contracts also may be sold by representatives or employees of banks that may be acting as broker-dealers without separate registration under the Exchange Act, pursuant to legal and regulatory exceptions.

We will pay commissions to broker-dealers and banks which sell the Contracts. Commissions paid vary, but we may pay up to a maximum sales commission of 7.5% of total purchase payments. In addition, we may pay ongoing annual compensation of up to 1.25% of Contract Value. Individual representatives receive a portion of compensation paid to the broker-dealer or bank with which they are associated in accordance with the broker-dealer's or bank's practices. We estimate that commissions and annual compensation, when combined, will not exceed 8.5% of total purchase payments. However, commissions and annual compensation could exceed that amount because ongoing annual compensation is related to Contract Value and the number of years the Contract is held.

From time to time, we pay asset-based compensation and/or marketing allowances to banks and broker-dealers. These payments vary among individual banks and broker-dealers, and the asset-based payments may be up to 0.25% of Contract Value annually. These payments are intended to contribute to the promotion and marketing of the Contracts, and they vary among banks and broker-dealers. The marketing and distribution support services include but are not limited to: (1) placement of the Contracts on a list of preferred or recommended products in the bank's or broker-dealer's distribution system; (2) sales promotions with regard to the Contracts; (3) participation in sales conferences; and (4) helping to defray the costs of sales conferences and educational seminars for the bank or broker-dealer's registered representatives. A list of broker-dealers and banks that Allstate Distributors paid pursuant to such arrangements is provided in the Statement of Additional Information, which is available upon request. For a free copy, please write or call us at the address or telephone number listed on the front page of this prospectus, or go to the SEC's Web site (<http://www.sec.gov>).

To the extent permitted by NASD rules and other applicable laws and regulations, we may pay or allow other promotional incentives or payments in the form of cash or non-cash compensation. We may not offer the arrangements to all broker-dealers and banks and the terms of the arrangement may differ among broker-dealers and banks.

Individual registered representatives, broker-dealers, banks, and branch managers within some broker-dealers and banks participating in one of these compensation arrangements may receive greater compensation for selling the contract than for selling a different contract that is not eligible for the compensation arrangement. While we take the compensation into account when establishing contract charges, any such compensation will be paid by us or Allstate Distributors and will not result in any additional charge to you. Your registered representative can provide you with more information about the compensation arrangements that apply to the sale of the contract.

Allstate Life does not pay Allstate Distributors a commission for distribution of the Contracts. Allstate Distributors compensates its representatives who act as wholesalers, and their sales management personnel, for Contract sales. This compensation is based on a percentage of premium payments and/or a percentage of Contract Values. The underwriting agreement with Allstate Distributors provides that we will reimburse Allstate Distributors for expenses incurred in distributing the Contracts, including any liability to Contract Owners arising out of services rendered or Contracts issued.

For Allstate Advisor Contracts issued to employees of Allstate Life and certain other eligible organizations, and in lieu of Allstate Life paying any commissions on sales of those Contracts, the Contract Owner will receive a credit of 6% of the amount of each purchase payment that will be applied to each purchase payment. Allstate Life will allocate this credit in the same allocation as your most recent instruction. If you exercise your Right to Cancel your Contract as described in this prospectus, we will return to you the amount you would have received had there been no credit. Unless we are required by law to return your purchase payments, this amount also will include any charges deducted that reduced your Contract Value prior to cancellation, plus any investment gain on the credit. The credit may not be available in all states. We do not consider the credit to be an "investment in the contract" for income tax purposes.

ADMINISTRATION. We have primary responsibility for all administration of the Contracts and the Variable Account. Pursuant to the Agreement, we entered into an administrative services agreement with PICA whereby, after a transition period that may last up to two years, PICA or an affiliate will provide administrative services to the Variable Account and the Contracts on our behalf.

We provide the following administrative services, among others:

- . issuance of the Contracts;
- . maintenance of Contract Owner records;
- . Contract Owner services;
- . calculation of unit values;
- . maintenance of the Variable Account; and
- . preparation of Contract Owner reports.

We will send you Contract statements at least annually. We will also send you transaction confirmations. You should notify us promptly in writing of any address change. You should read your statements and confirmations carefully and verify their accuracy. You should contact us promptly if you have a question about a periodic statement or a confirmation. We will investigate all complaints and make any necessary adjustments retroactively, but you must notify us of a potential error within a reasonable time after the date of the questioned statement. If you wait too long, we will make the adjustment as of the date that we receive notice of the potential error.

We will also provide you with additional periodic and other reports, information and prospectuses as may be required by federal securities laws.

ANNUITIES HELD WITHIN A QUALIFIED PLAN

If you use the Contract within an employer sponsored qualified retirement plan, the plan may impose different or additional conditions or limitations on withdrawals, waivers of withdrawal charges, death benefits, Payout Start Dates, income payments, and other Contract features. In addition, adverse tax consequences may result if Qualified Plan limits on distributions and other conditions are not met. Please consult your Qualified Plan administrator for more information. Allstate Life no longer issues deferred annuities to employer sponsored qualified retirement plans.

LEGAL MATTERS

LeBoeuf, Lamb, Greene & MacRae, L.L.P., Washington, D.C., has advised Allstate Life on certain federal securities law matters. All matters of Illinois law pertaining to the Contracts, including the validity of the Contracts and Allstate Life's right to issue such Contracts under Illinois insurance law, have been passed upon by 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 beneficiary. A trust named beneficiary, including a grantor trust, has two options for receiving any death benefits: 1) a lump sum payment, or 2) payment deferred up to five years from date of death.

DIVERSIFICATION REQUIREMENTS. For a Contract to be treated as an annuity for federal income tax purposes, the investments in the Variable Account must be "adequately diversified" consistent with standards under Treasury Department regulations. If the investments in the Variable Account are not adequately diversified, the Contract will not be treated as an annuity contract for federal income tax purposes. As a result, the income on the Contract will be taxed as ordinary income received or accrued by the Contract owner during the taxable year. Although Allstate Life does not have control over the Portfolios or their investments, we expect the Portfolios to meet the diversification requirements.

OWNERSHIP TREATMENT. The IRS has stated that a contract owner will be considered the owner of separate account assets if he possesses incidents of ownership in those assets, such as the ability to exercise investment control over the assets. At the time the diversification regulations were issued, the Treasury Department announced that the regulations do not provide guidance concerning circumstances in which investor control of the separate account investments may cause a Contract owner to be treated as the owner of the separate account. The Treasury Department also stated that future

guidance would be issued regarding the extent that owners could direct sub-account investments without being treated as owners of the underlying assets of the separate account.

Your rights under the Contract are different than those described by the IRS in private and published rulings in which it found that Contract owners were not owners of separate account assets. For example, if your contract offers more than twenty (20) investment alternatives you have the choice to allocate premiums and contract values among a broader selection of investment alternatives than described in such rulings. You may be able to transfer among investment alternatives more frequently than in such rulings. These differences could result in you being treated as the owner of the Variable Account. If this occurs, income and gain from the Variable Account assets would be includible in your gross income. Allstate Life does not know what standards will be set forth in any regulations or rulings which the Treasury Department may issue. It is possible that future standards announced by the Treasury Department could adversely affect the tax treatment of your Contract. We reserve the right to modify the Contract as necessary to attempt to prevent you from being considered the federal tax owner of the assets of the Variable Account. However, we make no guarantee that such modification to the Contract will be successful.

TAXATION OF PARTIAL AND FULL WITHDRAWALS. If you make a partial withdrawal under a Non-Qualified Contract, amounts received are taxable to the extent the Contract Value, without regard to surrender charges, exceeds the investment in the Contract. The investment in the Contract is the gross premium paid for the contract minus any amounts previously received from the Contract if such amounts were properly excluded from your gross income. If you make a full withdrawal under a Non-Qualified Contract, the amount received will be taxable only to the extent it exceeds the investment in the Contract.

TAXATION OF ANNUITY PAYMENTS. Generally, the rule for income taxation of annuity payments received from a Non-Qualified Contract provides for the return of your investment in the Contract in equal tax-free amounts over the payment period. The balance of each payment received is taxable. For fixed annuity payments, the amount excluded from income is determined by multiplying the payment by the ratio of the investment in the Contract (adjusted for any refund feature or period certain) to the total expected value of annuity payments for the term of the Contract. If you elect variable annuity payments, the amount excluded from taxable income is determined by dividing the investment in the Contract by the total number of expected payments. The annuity payments will be fully taxable after the total amount of the investment in the Contract is excluded using these ratios. If any variable payment is less than the excludable amount you should contact a competent tax advisor to determine how to report any unrecovered investment. The federal tax treatment of annuity payments is unclear in some respects. As a result, if the IRS should provide further guidance, it is possible that the amount we calculate and report to the IRS as taxable could be different. If you die, and annuity payments cease before the total amount of the investment in the Contract is recovered, the unrecovered amount will be allowed as a deduction for your last taxable year.

TAXATION OF LEVEL MONTHLY VARIABLE ANNUITY PAYMENTS. You may have an option to elect a variable income payment stream consisting of level monthly payments that are recalculated annually. Although we will report your levelized payments to the IRS in the year distributed, it is possible the IRS could determine that receipt of the first monthly payout of each annual amount is constructive receipt of the entire annual amount. If the IRS were to take this position, the taxable amount of your levelized payments would be accelerated to the time of the first monthly payout and reported in the tax year in which the first monthly payout is received.

WITHDRAWALS AFTER THE PAYOUT START DATE. Federal tax law is unclear regarding the taxation of any additional withdrawal received after the Payout Start Date. It is possible that a greater or lesser portion of such a payment could be taxable than the amount we determine.

DISTRIBUTION AT DEATH RULES. In order to be considered an annuity contract for federal income tax purposes, the Contract must provide:

. if any Contract Owner dies on or after the Payout Start Date but before the entire interest in the Contract has been distributed, the remaining portion of such interest must be distributed at least as rapidly as under the method of distribution being used as of the date of the Contract Owner's death;

. if any Contract Owner dies prior to the Payout Start Date, the entire interest in the Contract will be distributed within 5 years after the date of the Contract Owner's death. These requirements are satisfied if any portion of the Contract Owner's interest that is payable to (or for the benefit of) a designated Beneficiary is distributed over the life of such Beneficiary (or over a period not extending beyond the life expectancy of the Beneficiary) and the distributions begin within 1 year of the Contract Owner's death. If the Contract Owner's designated Beneficiary is the surviving spouse of the Contract Owner, the Contract may be continued with the surviving spouse as the new Contract Owner;

. if the Contract Owner is a non-natural person, then the Annuitant will be treated as the Contract Owner for purposes of applying the distribution at death rules. In addition, a change in the Annuitant on a Contract owned by a non-natural person will be treated as the death of the Contract Owner.

TAXATION OF ANNUITY DEATH BENEFITS. Death Benefit amounts are included in income as follows:

- . if distributed in a lump sum, the amounts are taxed in the same manner as a total withdrawal, or
- . if distributed under an Income Plan, the amounts are taxed in the same manner as annuity payments.

PENALTY TAX ON PREMATURE DISTRIBUTIONS. A 10% penalty tax applies to the taxable amount of any premature distribution from a non-Qualified Contract. The penalty tax generally applies to any distribution made prior to the date you attain age 59 1/2. However, no penalty tax is incurred on distributions:

- . made on or after the date the Contract Owner attains age 59 1/2,
- . made as a result of the Contract Owner's death or becoming totally disabled,
- . made in substantially equal periodic payments over the Contract Owner's life or life expectancy, or over the joint lives or joint life expectancies of the Contract Owner and the Beneficiary,
- . made under an immediate annuity, or
- . attributable to investment in the Contract before August 14, 1982.

You should consult a competent tax advisor to determine how these exceptions may apply to your situation.

SUBSTANTIALLY EQUAL PERIODIC PAYMENTS. With respect to non-Qualified Contracts using substantially equal periodic payments or immediate annuity payments as an exception to the penalty tax on premature distributions, any additional withdrawal or other material modification of the payment stream would violate the requirement that payments must be substantially equal. Failure to meet this requirement would mean that the income portion of each payment received prior to the later of 5 years or the Contract Owner's attaining age 59 1/2 would be subject to a 10% penalty tax unless another exception to the penalty tax applied. The tax for the year of the modification is increased by the penalty tax that would have been imposed without the exception, plus interest for the years in which the exception was used. A material modification does not include permitted changes described in published IRS rulings. You should consult a competent tax advisor prior to creating or modifying a substantially equal periodic payment stream.

TAX FREE EXCHANGES UNDER INTERNAL REVENUE CODE SECTION 1035. A 1035 exchange is a tax-free exchange of a non-Qualified life insurance contract, endowment contract or annuity contract into a non-Qualified annuity contract. The contract owner(s) must be the same on the old and new contract. Basis from the old contract carries over to the new contract so long as we receive that information from the relinquishing company. If basis information is never received, we will assume that all exchanged funds represent earnings and will allocate no cost basis to them.

PARTIAL EXCHANGES. The IRS has issued 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. Your Contract may not permit partial exchanges.

TAXATION OF OWNERSHIP CHANGES. If you transfer a non-Qualified Contract without full and adequate consideration to a person other than your spouse (or to a former spouse incident to a divorce), you will be taxed on the difference between the Contract Value and the investment in the Contract at the time of transfer. Any assignment or pledge (or agreement to assign or pledge) of the Contract Value is taxed as a withdrawal of such amount or portion and may also incur the 10% penalty tax.

AGGREGATION OF ANNUITY CONTRACTS. The Code requires that all non-Qualified deferred annuity contracts issued by Allstate Life (or its affiliates) to the same Contract Owner during any calendar year be aggregated and treated as one annuity contract for purposes of determining the taxable amount of a distribution.

INCOME TAX WITHHOLDING

Generally, Allstate Life is required to withhold federal income tax at a rate of 10% from all non-annuitized distributions. The customer may elect out of withholding by completing and signing a withholding election form. If no election is made, we will automatically withhold the required 10% of the taxable amount. If no election is made or no U.S. taxpayer identification number is provided we will automatically withhold the required 10% of the taxable amount. In certain states, if there is federal withholding, then state withholding is also mandatory.

Allstate Life is required to withhold federal income tax using the wage withholding rates for all annuitized distributions. The customer may elect out of withholding by completing and signing a withholding election form. If no election is made, we will automatically withhold using married with three exemptions as the default. If no U.S. taxpayer identification number is provided, we will automatically withhold using single with zero exemptions as the default. In certain states, if there is federal withholding, then state withholding is also mandatory.

Election out of withholding is valid only if the customer provides a U.S. residence address and taxpayer identification number.

Generally, Code Section 1441 provides that Allstate Life as a withholding agent must withhold 30% of the taxable amounts paid to a non-resident alien. A non-resident alien is someone other than a U.S. citizen or resident alien. We require an original IRS Form W-8BEN at issue



to certify the owners' foreign status. Withholding may be reduced or eliminated if covered by an income tax treaty between the U.S. and the non-resident alien's country of residence if the payee provides a U.S. taxpayer identification number on a fully completed Form W-8BEN. A U.S. taxpayer identification number is a social security number or an individual taxpayer identification number ("ITIN").

ITINs are issued by the IRS to non-resident alien individuals who are not eligible to obtain a social security number. The U.S. does not have a tax treaty with all countries nor do all tax treaties provide an exclusion or lower withholding rate for annuities.

TAX QUALIFIED CONTRACTS

The income on tax sheltered annuity (TSA) and IRA investments is tax deferred, and the income from annuities held by such plans does not receive any additional tax deferral. You should review the annuity features, including all benefits and expenses, prior to purchasing an annuity as a TSA or IRA. Tax Qualified Contracts are contracts purchased as or in connection with:

- . Individual Retirement Annuities (IRAs) under Code Section 408(b);
- . Roth IRAs under Code Section 408A;
- . Simplified Employee Pension (SEP IRA) under Code Section 408(k);
- . Savings Incentive Match Plans for Employees (SIMPLE IRA) under Code Section 408(p);
- . Tax Sheltered Annuities under Code Section 403(b);
- . Corporate and Self Employed Pension and Profit Sharing Plans under Code Section 401; and
- . State and Local Government and Tax-Exempt Organization Deferred Compensation Plans under Code Section 457.

Allstate Life reserves the right to limit the availability of the Contract for use with any of the retirement plans listed above or to modify the Contract to conform with tax requirements. If you use the Contract within an employer sponsored qualified retirement plan, the plan may impose different or additional conditions or limitations on withdrawals, waiver of charges, death benefits, Payout Start Dates, income payments, and other Contract features. In addition, adverse tax consequences may result if Qualified Plan limits on distributions and other conditions are not met. Please consult your Qualified Plan administrator for more information. Allstate Life no longer issues deferred annuities to employer sponsored qualified retirement plans.

The tax rules applicable to participants with tax qualified annuities vary according to the type of contract and the terms and conditions of the endorsement. Adverse tax consequences may result from certain transactions such as excess contributions, premature distributions, and, distributions that do not conform to specified commencement and minimum distribution rules. Allstate Life can issue an individual retirement annuity on a rollover or transfer of proceeds from a decedent's IRA, TSA, or employer sponsored retirement plan under which the decedent's surviving spouse is the beneficiary. Allstate Life does not offer an individual retirement annuity that can accept a transfer of funds for any other, non-spousal, beneficiary of a decedent's IRA, TSA, or employer sponsored qualified retirement plan.

Please refer to your Endorsement for IRAs or 403(b) plans, if applicable, for additional information on your death settlement options. In the case of certain Qualified Plans, the terms of the Qualified Plan Endorsement and the plans may govern the right to benefits, regardless of the terms of the Contract.

TAXATION OF WITHDRAWALS FROM AN INDIVIDUALLY OWNED TAX QUALIFIED CONTRACT. If you make a partial withdrawal under a Tax Qualified Contract other than a Roth IRA, the portion of the payment that bears the same ratio to the total payment that the investment in the Contract (i.e., nondeductible IRA contributions) bears to the Contract Value, is excluded from your income. We do not keep track of nondeductible contributions, and generally all tax reporting of distributions from Tax Qualified Contracts other than Roth IRAs will indicate that the distribution is fully taxable.

"Qualified distributions" from Roth IRAs are not included in gross income. "Qualified distributions" are any distributions made more than five taxable years after the taxable year of the first contribution to any Roth IRA and which are:

- . made on or after the date the Contract Owner attains age 59 1/2,
- . made to a beneficiary after the Contract Owner's death,
- . attributable to the Contract Owner being disabled, or
- . made for a first time home purchase (first time home purchases are subject to a lifetime limit of \$10,000).

"Nonqualified distributions" from Roth IRAs are treated as made from contributions first and are included in gross income only to the extent that distributions exceed contributions.

REQUIRED MINIMUM DISTRIBUTIONS. Generally, Tax Qualified Contracts (excluding Roth IRAs) require minimum distributions upon reaching age 70 1/2. Failure to withdraw the required minimum distribution will result in a 50% tax penalty on the shortfall not withdrawn from the Contract. Effective December 31, 2005, the IRS requires annuity contracts to include the actuarial present value of other benefits for purposes of calculating the required minimum distribution amount.

These other benefits may include accumulation, income, or death benefits. Not all income plans offered under the Contract satisfy the requirements for minimum distributions. Because these distributions are required under the Code

and the method of calculation is complex, please see a competent tax advisor.

THE DEATH BENEFIT AND TAX QUALIFIED CONTRACTS. Pursuant to the Code and IRS regulations, an IRA (e.g., traditional IRA, Roth IRA, SEP IRA and SIMPLE IRA) may not invest in life insurance contracts. However, an IRA may provide a death benefit that equals the greater of the purchase payments or the Contract Value. The Contract offers a death benefit that in certain circumstances may exceed the greater of the purchase payments or the Contract Value. We believe that the Death Benefits offered by your Contract do not constitute life insurance under these regulations.

It is also possible that certain death benefits that offer enhanced earnings could be characterized as an incidental death benefit. If the death benefit were so characterized, this could result in current taxable income to a Contract Owner. In addition, there are limitations on the amount of incidental death benefits that may be provided under Qualified Plans, such as in connection with a TSA or employer sponsored qualified retirement plan.

Allstate Life reserves the right to limit the availability of the Contract for use with any of the Qualified Plans listed above.

PENALTY TAX ON PREMATURE DISTRIBUTIONS FROM TAX QUALIFIED CONTRACTS. A 10% penalty tax applies to the taxable amount of any premature distribution from a Tax Qualified Contract. The penalty tax generally applies to any distribution made prior to the date you attain age 59 1/2. However, no penalty tax is incurred on distributions:

- . made on or after the date the Contract Owner attains age 59 1/2,
- . made as a result of the Contract Owner's death or total disability,
- . made in substantially equal periodic payments over the Contract Owner's life or life expectancy, or over the joint lives or joint life expectancies of the Contract Owner and the Beneficiary,
- . made after separation from service after age 55 (does not apply to IRAs),
- . made pursuant to an IRS levy,
- . made for certain medical expenses,
- . made to pay for health insurance premiums while unemployed (applies only for IRAs),
- . made for qualified higher education expenses (applies only for IRAs)
- . made for a first time home purchase (up to a \$10,000 lifetime limit and applies only for IRAs), and
- . from an IRA or attributable to elective deferrals under a 401(k) plan, 403(b) annuity, or certain similar arrangements made to individuals who (because of their being members of a reserve component) are ordered or called to active duty after Sept. 11, 2001, and before Dec. 31, 2007, for a period of more than 179 days or for an indefinite period; and made during the period beginning on the date of the order or call to duty and ending at the close of the active duty period.

During the first 2 years of the individual's participation in a SIMPLE IRA, distributions that are otherwise subject to the premature distribution penalty, will be subject to a 25% penalty tax.

You should consult a competent tax advisor to determine how these exceptions may apply to your situation.

SUBSTANTIALLY EQUAL PERIODIC PAYMENTS ON TAX QUALIFIED CONTRACTS. With respect to Tax Qualified Contracts using substantially equal periodic payments as an exception to the penalty tax on premature distributions, any additional withdrawal or other material modification of the payment stream would violate the requirement that payments must be substantially equal. Failure to meet this requirement would mean that the income portion of each payment received prior to the later of 5 years or the taxpayer's attaining age 59 1/2 would be subject to a 10% penalty tax unless another exception to the penalty tax applied. The tax for the year of the modification is increased by the penalty tax that would have been imposed without the exception, plus interest for the years in which the exception was used. A material modification does not include permitted changes described in published IRS rulings. You should consult a competent tax advisor prior to creating or modifying a substantially equal periodic payment stream.

INCOME TAX WITHHOLDING ON TAX QUALIFIED CONTRACTS. Generally, Allstate Life is required to withhold federal income tax at a rate of 10% from all non-annuitized distributions that are not considered "eligible rollover distributions." The customer may elect out of withholding by completing and signing a withholding election form. If no election is made, we will automatically withhold the required 10% from the taxable amount. In certain states, if there is federal withholding, then state withholding is also mandatory. Allstate Life is required to withhold federal income tax at a rate of 20% on all "eligible rollover distributions" unless you elect to make a "direct rollover" of such amounts to an IRA or eligible retirement plan. Eligible rollover distributions generally include all distributions from Tax Qualified Contracts, including TSAs but excluding IRAs, with the exception of:

- . required minimum distributions, or,
- . a series of substantially equal periodic payments made over a period of at least 10 years, or,
- . a series of substantially equal periodic payments made over the life (joint lives) of the participant (and beneficiary), or,
- . hardship distributions.

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 the required 10% of the taxable amount. In certain states, if there is federal withholding, then state withholding is also mandatory.

Election out of withholding is valid only if the customer provides a U.S. residence address and taxpayer identification number.

Generally, Code Section 1441 provides that Allstate Life as a withholding agent must withhold 30% of the taxable amounts paid to a non-resident alien. A non-resident alien is someone other than a U.S. citizen or resident alien. We require an original IRS Form W-8BEN at issue to certify the owners' foreign status. Withholding may be reduced or eliminated if covered by an income tax treaty between the U.S. and the non-resident alien's country of residence if the payee provides a U.S. taxpayer identification number on a fully completed Form W-8BEN. A U.S. taxpayer identification number is a social security number or an individual taxpayer identification number ("ITIN"). ITINs are issued by the IRS to non-resident alien individuals who are not eligible to obtain a social security number. The U.S. does not have a tax treaty with all countries nor do all tax treaties provide an exclusion or lower withholding rate for annuities.

CHARITABLE IRA DISTRIBUTIONS. The Pension Protection Act of 2006 Included a charitable giving incentive permitting tax-free IRA distributions for charitable purposes.

For distributions in tax years beginning after 2005 and before 2008, the Act provides an exclusion from gross income, up to \$100,000, for otherwise taxable IRA distributions from a traditional or Roth IRA that are qualified charitable distributions. To constitute a qualified charitable distribution, the distribution must be made (1) directly by the IRA trustee to a certain qualified charitable organizations and (2) on or after the date the IRA owner attains age 70 1/2. Distributions that are excluded from income under this provision are not taken into account in determining the individual's deduction, if any, for charitable contributions.

The IRS has indicated that an IRA trustee is not responsible for determining whether a distribution to a charity is one that satisfies the requirements for the new income tax exclusion added by the Pension Protection Act. As a result the general rules for reporting IRA distributions apply.

INDIVIDUAL RETIREMENT ANNUITIES. Code Section 408(b) permits eligible individuals to contribute to an individual retirement program known as an Individual Retirement Annuity (IRA). Individual Retirement Annuities are subject to limitations on the amount that can be contributed and on the time when distributions may commence. Certain distributions from other types of qualified retirement plans may be "rolled over" on a tax-deferred basis into an Individual Retirement Annuity.

ROTH INDIVIDUAL RETIREMENT ANNUITIES. Code Section 408A permits eligible individuals to make nondeductible contributions to an individual retirement program known as a Roth Individual Retirement Annuity. Roth Individual Retirement Annuities are subject to limitations on the amount that can be contributed and on the time when distributions may commence.

Subject to certain limitations, a traditional Individual Retirement Account or Annuity may be converted or "rolled over" to a Roth Individual Retirement Annuity. For distributions after 2007, the Pension Protection Act of 2006 allows distributions from qualified retirement plans including tax sheltered annuities and governmental Section 457 plans to be rolled over directly into a Roth IRA, subject to the usual rules that apply to conversions from a traditional IRA into a Roth IRA. The income portion of a conversion or rollover distribution is taxable currently, but is exempted from the 10% penalty tax on premature distributions. An individual with adjusted gross income (AGI) of \$100,000 or more won't be able to rollover amounts from an eligible retirement plan into a Roth IRA. Please note, however, that the \$100,000 AGI limit will be eliminated for tax years beginning after December 31, 2009. Effective January 1, 2005, the IRS requires conversions of annuity contracts to include the actuarial present value of other benefits for purposes of valuing the taxable amount of the conversion.

ANNUITIES HELD BY INDIVIDUAL RETIREMENT ACCOUNTS (COMMONLY KNOWN AS CUSTODIAL

IRAS). Code Section 408 permits a custodian or trustee of an Individual Retirement Account to purchase an annuity as an investment of the Individual Retirement Account. If an annuity is purchased inside of an Individual Retirement Account, then the Annuitant must be the same person as the beneficial owner of the Individual Retirement Account.

If you have a contract issued as an IRA under Code Section 408(b) and request to change the ownership to an IRA custodian permitted under Section 408, we will treat a request to change ownership from an individual to a custodian as an indirect rollover. We will send a Form 1099R to report the distribution and the custodian should issue a Form 5498 for the contract value contribution.

Generally, the death benefit of an annuity held in an Individual Retirement Account must be paid upon the death of the Annuitant. However, in most states, the Contract permits the custodian or trustee of the Individual Retirement Account to continue the Contract in the accumulation phase, with the Annuitant's surviving

spouse as the new Annuitant, if the following conditions are met:

- 1) The custodian or trustee of the Individual Retirement Account is the owner of the annuity and has the right to the death proceeds otherwise payable under the Contract;
- 2) The deceased Annuitant was the beneficial owner of the Individual Retirement Account;
- 3) We receive a complete request for settlement for the death of the Annuitant; and
- 4) The custodian or trustee of the Individual Retirement Account provides us with a signed certification of the following:
 - (a) The Annuitant's surviving spouse is the sole beneficiary of the Individual Retirement Account;
 - (b) The Annuitant's surviving spouse has elected to continue the Individual Retirement Account as his or her own Individual Retirement Account; and
 - (c) The custodian or trustee of the Individual Retirement Account has continued the Individual Retirement Account pursuant to the surviving spouse's election.

SIMPLIFIED EMPLOYEE PENSION IRA. Code Section 408(k) allows eligible employers to establish simplified employee pension plans for their employees using individual retirement annuities. These employers may, within specified limits, make deductible contributions on behalf of the employees to the individual retirement annuities. Employers intending to use the Contract in connection with such plans should seek competent tax advice.

SAVINGS INCENTIVE MATCH PLANS FOR EMPLOYEES (SIMPLE IRA). Code Section 408(p) allows eligible employers with 100 or fewer employees to establish SIMPLE retirement plans for their employees using individual retirement annuities. In general, a SIMPLE IRA consists of a salary deferral program for eligible employees and matching or nonelective contributions made by employers. Employers intending to purchase the Contract as a SIMPLE IRA should seek competent tax and legal advice. SIMPLE IRA plans must include the provisions of the Economic Growth and Tax Relief Reconciliation Act of 2007 (EGTRRA) to avoid adverse tax consequences. If your current SIMPLE IRA plan uses IRS Model Form 5304-SIMPLE with a revision date of March 2002 or later, then your plan is up to date. If your plan has a revision date prior to March 2002, please consult with your tax or legal advisor to determine the action you need to take in order to comply with this requirement.

TO DETERMINE IF YOU ARE ELIGIBLE TO CONTRIBUTE TO ANY OF THE ABOVE LISTED IRAS (TRADITIONAL, ROTH, SEP, OR SIMPLE), PLEASE REFER TO IRS PUBLICATION 590 AND YOUR COMPETENT TAX ADVISOR.

TAX SHELTERED ANNUITIES. Code Section 403(b) provides tax-deferred retirement savings plans for employees of certain non-profit and educational organizations. Under Section 403(b), any contract used for a 403(b) plan must provide that distributions attributable to salary reduction contributions made after 12/31/88, and all earnings on salary reduction contributions, may be made only on or after the date the employee:

- . attains age 59 1/2,
- . severs employment,
- . dies,
- . becomes disabled, or
- . incurs a hardship (earnings on salary reduction contributions may not be distributed on account of hardship).

These limitations do not apply to withdrawals where Allstate Life is directed to transfer some or all of the Contract Value to another 403(b) plan. Generally, we do not accept funds in 403(b) contracts that are subject to the Employee Retirement Income Security Act of 1974 (ERISA).

CORPORATE AND SELF-EMPLOYED PENSION AND PROFIT SHARING PLANS.

Section 401(a) of the Code permits corporate employers to establish various types of tax favored retirement plans for employees. Self-employed individuals may establish tax favored retirement plans for themselves and their employees (commonly referred to as "H.R.10" or "Keogh"). Such retirement plans may permit the purchase of annuity contracts. Allstate Life no longer issues annuity contracts to employer sponsored qualified retirement plans.

There are two owner types for contracts intended to qualify under Section

401(a): a qualified plan fiduciary or an annuitant owner.

. A qualified plan fiduciary exists when a qualified plan trust that is intended to qualify under Section 401(a) of the Code is the owner. The qualified plan trust must have its own tax identification number and a named trustee acting as a fiduciary on behalf of the plan. The annuitant should be the person for whose benefit the contract was purchased.

. An annuitant owner exists when the tax identification number of the owner and annuitant are the same, or the annuity contract is not owned by a qualified plan trust. The annuitant should be the person for whose benefit the contract was purchased.

If a qualified plan fiduciary is the owner of the contract, the qualified plan must be the beneficiary so that death benefits from the annuity are distributed in accordance with the terms of the qualified plan. Annuitant owned contracts require that the beneficiary be the annuitant's spouse (if applicable), which is consistent with the

required IRS language for qualified plans under Section 401(a). A completed Annuitant Owned Qualified Plan Designation of Beneficiary form is required in order to change the beneficiary of an annuitant owned Qualified Plan contract.

STATE AND LOCAL GOVERNMENT AND TAX-EXEMPT ORGANIZATION DEFERRED COMPENSATION

PLANS. Section 457 of the Code permits employees of state and local governments and tax-exempt organizations to defer a portion of their compensation without paying current taxes. The employees must be participants in an eligible deferred compensation plan. In eligible governmental plans, all assets and income must be held in a trust/ custodial account/annuity contract for the exclusive benefit of the participants and their beneficiaries. To the extent the Contracts are used in connection with a non-governmental eligible plan, employees are considered general creditors of the employer and the employer as owner of the Contract has the sole right to the proceeds of the Contract. Under eligible 457 plans, contributions made for the benefit of the employees will not be includible in the employees' gross income until distributed from the plan. Allstate Life no longer issues annuity contracts to employer sponsored qualified retirement plans.

ANNUAL REPORTS AND OTHER DOCUMENTS

Allstate Life's Annual Report on Form 10-K for the year ended December 31, 2006, is incorporated herein by reference, which means that it is 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 Securities Exchange Act of 1934 are also incorporated herein by reference, which means that they also legally become a part of this prospectus.

Statements in this prospectus, or in documents that we file later with the SEC and that legally become a part of this prospectus, may change or supersede statements in other documents that are legally part of this prospectus. Accordingly, only the statement that is changed or replaced will legally be a part of this prospectus.

We file our Exchange Act documents and reports, including our annual and quarterly reports on Form 10-K and Form 10-Q electronically on the SEC's "EDGAR" system using the identifying number CIK No. 0000352736. The SEC maintains a Web site that contains reports, proxy and information statements and other information regarding registrants that file electronically with the SEC. The address of the site is <http://www.sec.gov>. You also can view these materials at the SEC's Public Reference Room at 100 F Street NE, Room 1580, Washington, DC 20549-2001. For more information on the operations of SEC's Public Reference Room, call 1-800-SEC-0330.

If you have received a copy of this prospectus, and would like a free copy of any document incorporated herein by reference (other than exhibits not specifically incorporated by reference into the text of such documents), please write or call us at P.O. Box 80469, Lincoln, NE 68501-0469 or 1-800-203-0068.

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APPENDIX A-ACCUMULATION UNIT VALUES

THIS PROSPECTUS DOES NOT CONSTITUTE AN OFFERING IN ANY JURISDICTION IN WHICH SUCH OFFERING MAY NOT LAWFULLY BE MADE. WE DO NOT AUTHORIZE ANYONE TO PROVIDE ANY INFORMATION OR REPRESENTATIONS REGARDING THE OFFERING DESCRIBED IN THIS PROSPECTUS OTHER THAN AS CONTAINED IN THIS PROSPECTUS.

APPENDIX A

CONTRACT COMPARISON CHART

ADVISOR PREFERRED

FEATURE	5-YEAR WITHDRAWAL		3-YEAR WITHDRAWAL		NO WITHDRAWAL	
	ADVISOR	CHARGE OPTION	CHARGE OPTION	CHARGE OPTION	CHARGE OPTION	CHARGE OPTION
Mortality and Expense Risk Charge (Base Contract)	1.10%	1.40%	1.50%	1.60%		
Withdrawal Charge (% of purchase payment)	7/ 7/ 6/ 5/ 4/ 3/ 2	7/ 6/ 5/ 4/ 3	7/ 6/ 5	None		
Withdrawal Charge Waivers	Confinement, Terminal Illness, Unemployment	Confinement, Terminal Illness, Unemployment	Confinement, Terminal Illness, Unemployment	Confinement, Terminal Illness, Unemployment	N/A	

The Fixed Account Options available depend on the type of Contract you have purchased and the state in which your Contract was issued. The following tables summarize the availability of the Fixed Account Options in general. Please check with your representative for specific details for your state.

DCA FIXED ACCOUNT OPTION

Advisor Preferred

Advisor	5-YEAR WITHDRAWAL CHARGE OPTION		3-YEAR WITHDRAWAL CHARGE OPTION		NO WITHDRAWAL CHARGE OPTION	
	TRANSFER PERIODS	3 to 6 month	3 to 6 month	3 to 6 month	3 to 6 month	N/A
	7 to 12 month	7 to 12 month	7 to 12 month	N/A		

STANDARD FIXED ACCOUNT OPTION (SOME OPTIONS NOT AVAILABLE IN ALL STATES)

Advisor Preferred

Advisor	5-YEAR WITHDRAWAL CHARGE OPTION		3-YEAR WITHDRAWAL CHARGE OPTION		NO WITHDRAWAL CHARGE OPTION	
	GUARANTEE PERIODS	1-year	N/A	N/A	N/A	N/A
	3-year*	N/A	N/A	N/A		
	5-year*	N/A	N/A	N/A		
	7-year*	N/A	N/A	N/A		

MVA FIXED ACCOUNT OPTION (NOT AVAILABLE IN ALL STATES)**

Advisor Preferred

Advisor	5-YEAR WITHDRAWAL CHARGE OPTION		3-YEAR WITHDRAWAL CHARGE OPTION		NO WITHDRAWAL CHARGE OPTION	
	GUARANTEE PERIODS	3-year	3-year	3-year	3-year	3-year
	5-year	5-year	5-year	5-year		
	7-year	7-year	7-year	7-year		
	10-year	10-year	10-year	10-year		

* Available only in states in which the MVA Fixed Account Option is not offered.

** Not available in states in which the 3-, 5-, or 7-year Standard Fixed Account Options are offered.

APPENDIX B - MARKET VALUE ADJUSTMENT

The Market Value Adjustment is based on the following:

I = the Treasury Rate for a maturity equal to the term length of the Guarantee Period Account for the week preceding the establishment of the Market Value Adjusted Fixed Guarantee Period Account;

J = the Treasury Rate for a maturity equal to the term length of the Market Value Adjusted Fixed Guarantee Period Account for the week preceding the date amounts are transferred or withdrawn from the Market Value Adjusted Fixed Guarantee Period Account, the date we determine the Death Proceeds, or the Payout Start Date, as the case may be ("Market Value Adjustment Date").

N = the number of whole and partial years from the Market Value Adjustment Date to the expiration of the term length of the Market Value Adjusted Fixed Guarantee Period Account.

Treasury Rate means the U.S. Treasury Note Constant Maturity yield as reported in Federal Reserve Board Statistical Release H.15. If such yields cease to be available in Federal Reserve Board Statistical Release H.15, then we will use an alternate source for such information in our discretion.

The Market Value Adjustment factor is determined from the following formula:

$$.9 \times [I - (J + .0025)] \times N$$

To determine the Market Value Adjustment, we will multiply the Market Value Adjustment factor by the amount transferred, withdrawn, paid as Death Proceeds, or applied to an Income Plan from a Market Value Adjusted Fixed Guarantee Period Account at any time other than during the 30 day period after such Guarantee Period Account expires. NOTE: These examples assume that premium taxes are not applicable.

EXAMPLES OF MARKET VALUE ADJUSTMENT

Purchase Payment: \$10,000 allocated to a Market Value Adjusted Fixed Guarantee Period Account

Guarantee Period: 5 years

Interest Rate: 4.50%

Full Withdrawal: End of Contract Year 3

Contract: Allstate Advisor*

EXAMPLE 1: (ASSUMES DECLINING INTEREST RATES)

Step 1: Calculate Contract Value at End of Contract Year 3: = $\$10,000.00 \times (1.045)^3 = \$11,411.66$

Step 2: Calculate the Free Withdrawal Amount: = $.15 \times \$10,000 = \$1,500$

Step 3: Calculate the Withdrawal Charge: = $.06 \times (\$10,000 - \$1,500) = \$510$

Step 4: Calculate the Market Value Adjustment: I = 4.50%

J = 4.20%

730 DAYS

N = $\frac{730}{365} = 2$

365 DAYS

Market Value Adjustment Factor: $.9 \times [I - (J + .0025)] \times N$

= $.9 \times [.045 - (.042 + .0025)] \times 2 = .0009$

Market Value Adjustment = Market Value Adjustment Factor X

Amount Subject To Market Value Adjustment:

= $.0009 \times \$11,411.66 = \10.27

Step 5: Calculate the amount received by Contract owner as a result of full withdrawal at the end of Contract Year 3: = $\$11,411.66 - \$510 + \$10.27 = \$10,911.93$

EXAMPLE 2: (ASSUMES RISING INTEREST RATES)

Step 1: Calculate Contract Value at End of Contract Year 3: = $\$10,000.00 \times (1.045)^3 = \$11,411.66$

Step 2: Calculate The Free Withdrawal Amount: = $.15 \times \$10,000 = \$1,500$

Step 3: Calculate the Withdrawal Charge: = $0.06 \times (\$10,000 - \$1,500) = \$510$

Step 4: Calculate the Market Value Adjustment: I = 4.50%

J = 4.80%

730 DAYS

N = $\frac{730}{365} = 2$

365 DAYS

Market Value Adjustment Factor: $.9 \times [I - (J + .0025)] \times N$

= $.9 \times [(.045 - (.048 + .0025))] \times (2) = -.0099$

Market Value Adjustment = Market Value Adjustment Factor X

Amount Subject To Market Value Adjustment:

= $-.0099 \times \$11,411.66 = -\112.98

Step 5: Calculate the amount received by Contract owner as a result of full withdrawal at the end of Contract Year 3: = $\$11,411.66 - \$510 - \$112.98 = \$10,788.68$

* These examples assume the election of the ALLSTATE ADVISOR CONTRACT for the purpose of illustrating the Market Value Adjustment calculation. The amounts would be different under the ALLSTATE ADVISOR PREFERRED CONTRACT, which has different expenses and withdrawal charges.

APPENDIX C

EXAMPLE OF CALCULATION OF INCOME PROTECTION BENEFIT

Appendix C illustrates how we calculate the amount guaranteed under the Income Protection Benefit Option. Please remember that you are looking at an example only. Please also remember that the Income Protection Benefit Option may only be added to Income Plans 1 and/or 2, and only to those Income Plans for which you have selected variable income payments.

To illustrate the calculation of the amount guaranteed under the Income Protection Benefit Option, we assume the following:

Adjusted age of Annuitant on the Payout Start Date:	65
Sex of Annuitant:	male
Income Plan selected:	1
Payment frequency:	monthly
Amount applied to variable income payments under the Income Plan:	\$100,000.00

The example assumes that the withdrawal charge period has expired for all purchase payments. In accordance with the terms of the Contract, the following additional assumptions apply:

Assumed investment rate:	3%
Guaranteed minimum variable income payment:	85% of the initial variable amount income value

STEP 1 - CALCULATION OF THE INITIAL VARIABLE AMOUNT INCOME VALUE:

Using the assumptions stated above, the initial monthly income payment is \$5.49 per \$1,000 applied to variable income payments under Income Plan 1. Therefore, the initial variable amount income value = $\$100,000 \times \$5.49/1000 = \$549.00$.

STEP 2 - CALCULATION OF THE AMOUNT GUARANTEED UNDER THE INCOME PROTECTION BENEFIT OPTION:

guaranteed minimum variable income payment = $85\% \times \text{initial variable amount income value} = 85\% \times \$549.00 = \$466.65$.

STEP 3 - ILLUSTRATION OF THE EFFECT OF THE MINIMUM PAYMENT GUARANTEE UNDER THE INCOME PROTECTION BENEFIT OPTION:

If in any month your variable income payments would fall below the amount guaranteed under the Income Protection Benefit Option, your payment for that month will equal the guaranteed minimum variable income payment. For example, you would receive \$466.65 even if the amount of your monthly income payment would have been less than that as a result of declining investment experience. On the other hand, if your monthly income payment is greater than the minimum guaranteed \$466.65, you would receive the greater amount.

APPENDIX D

WITHDRAWAL ADJUSTMENT EXAMPLE - INCOME BENEFITS*

Issue Date: January 1, 2003

Initial Purchase Payment: \$50,000

Date	Type of Occurrence	Beginning Contract Value	Transaction Amount	Income Benefit Amount		
				Contract Value After Occurrence	Maximum Anniversary Value	5% Roll-Up Value
1/1/04	Contract Anniversary	\$55,000	--	\$55,000	\$55,000	\$52,500
7/1/04	Partial Withdrawal	\$60,000	\$15,000	\$45,000	\$41,250	\$40,176

The following shows how we compute the adjusted income benefits in the example above. Please note that the withdrawal adjustment reduces the Maximum Anniversary Value by the same proportion as the withdrawal reduces the Contract Value. The withdrawal adjustment reduces the 5% Roll-Up Value part dollar-for-dollar and part proportionally.

MAXIMUM ANNIVERSARY VALUE INCOME BENEFIT

Partial Withdrawal Amount	(a)	\$15,000
Contract Value Immediately Prior to Partial Withdrawal	(b)	\$60,000
Value of Income Benefit Amount Immediately Prior to Partial Withdrawal	(c)	\$55,000
Withdrawal Adjustment	[(a)/(b)]*(c)	\$13,750
Adjusted Income Benefit		\$41,250

5% ROLL-UP VALUE INCOME BENEFIT**

Total Partial Withdrawal Amount	(a)	\$15,000
STEP I - DOLLAR FOR DOLLAR PORTION		
Contract Value Immediately Prior to Partial Withdrawal	(b)	\$60,000
Value of Income Benefit Amount Immediately Prior to Partial Withdrawal (assumes 181 days worth of interest on \$52,500)	(c)	\$53,786
Partial Withdrawal Amount (Corridor = 5% of Roll-Up Value on 1/1/04)	(d)	\$ 2,625
Dollar for Dollar Withdrawal Adjustment (discounted for a half year's worth of interest)	(e)=(d)*1.05^-0.5	\$ 2,562
Contract Value After Step 1	(b')=(b)-(d)	\$57,375
Adjusted Income Benefit After Step 1	(c')=(c)-(e)	\$51,224

STEP 2 - PROPORTIONAL PORTION

Partial Withdrawal Amount	(a')=(a)-(d)	\$12,375
Proportional Adjustment	(a')/(b')*(c')	\$11,048
Contract Value After Step 2	(b')-(a')	\$45,000
Adjusted Income Benefit After Step 2		\$40,176

* For purpose of illustrating the withdrawal adjustment calculation, the example assumes the same hypothetical Contract Values and Maximum Anniversary Value for all Contracts, net of applicable fees and charges. Actual income benefit amounts will differ due to the different fees and charges under each Contract. Please remember that you are looking at an example and that your investment performance may be greater or lower than the figures shown.

APPENDIX E

WITHDRAWAL ADJUSTMENT EXAMPLE - DEATH BENEFITS*

Issue Date: January 1, 2007

Initial Purchase Payment: \$50,000

Date	Beginning Type of Contract Occurrence	Contract Transaction Value	Death Benefit Amount				
			Contract Amount	Purchase Value After Occurrence	Maximum Payment Value	Enhanced Anniversary Value	Enhanced Beneficiary Value
1/1/2008	Contract Anniversary	\$55,000	--	\$55,000	\$50,000	\$55,000	\$52,500
7/1/2008	Partial Withdrawal	\$60,000	\$15,000	\$45,000	\$37,500	\$41,250	\$40,339

The following shows how we compute the adjusted death benefits in the example above. Please note that the withdrawal reduces the Purchase Payment Value, the Maximum Anniversary Value, and the Enhanced Beneficiary Value by the same proportion as the withdrawal reduces the Contract Value.

PURCHASE PAYMENT VALUE DEATH BENEFIT

Partial Withdrawal Amount	(a)	\$15,000
Contract Value Immediately Prior to Partial Withdrawal	(b)	\$60,000
Value of Death Benefit Amount Immediately Prior to Partial Withdrawal	(c)	\$50,000
Withdrawal Adjustment	[(a)/(b)]*(c)	\$12,500
Adjusted Death Benefit		\$37,500

MAV DEATH BENEFIT

Partial Withdrawal Amount	(a)	\$15,000
Contract Value Immediately Prior to Partial Withdrawal	(b)	\$60,000
Value of Death Benefit Amount Immediately Prior to Partial Withdrawal	(c)	\$55,000
Withdrawal Adjustment	[(a)/(b)]*(c)	\$13,750
Adjusted Death Benefit		\$41,250

ENHANCED BENEFICIARY PROTECTION (ANNUAL INCREASE) BENEFIT

Partial Withdrawal Amount	(a)	\$15,000
Contract Value Immediately Prior to Partial Withdrawal	(b)	\$60,000
Value of Death Benefit Amount Immediately Prior to Partial Withdrawal (assumes 181 days worth of interest on \$52,500)	(c)	\$53,786
Withdrawal Adjustment	[(a)/(b)]*(c)	\$13,446
Adjusted Death Benefit		\$40,339

* For purpose of illustrating the withdrawal adjustment calculation, the example assumes the same hypothetical Contract Values and Maximum Anniversary Value for all Contracts, net of applicable fees and charges. Actual death benefit amounts will differ due to the different fees and charges under each Contract. Please remember that you are looking at an example and that your investment performance may be greater or lower than the figures shown.

APPENDIX F

CALCULATION OF EARNINGS PROTECTION DEATH BENEFIT*

The following are examples of the Earnings Protection Death Benefit Option. For illustrative purposes, the examples assume Earnings in each case. Please remember that you are looking at examples and that your investment performance may be greater or lower than the figures shown.

EXAMPLE 1: ELECTED WHEN CONTRACT WAS ISSUED WITHOUT ANY SUBSEQUENT ADDITIONS OR WITHDRAWALS

In this example, assume that the oldest Contract Owner is age 55 on the Rider Application Date and elects the Earnings Protection Death Benefit Option when the Contract is issued. The Contract Owner makes an initial purchase payment of \$100,000. After four years, the Contract Owner dies. On the date Allstate Life receives a Complete Request for Settlement, the Contract Value is \$125,000. Prior to his death, the Contract Owner did not make any additional purchase payments or take any withdrawals.

Excess of Earnings Withdrawals	= \$0	
Purchase Payments in the 12 months prior to death	= \$0	
In-Force Premium	= \$100,000	
	(\$100,000 + \$0 - \$0)	
In-Force Earnings	= \$25,000	
	(\$125,000 - \$100,000)	
EARNINGS PROTECTION DEATH BENEFIT**	= 40 % * \$25,000	= \$10,000

Since 40% of In-Force Earnings is less than 100% of the In-Force Premium (excluding purchase payments in the 12 months prior to death), the In-Force Earnings are used to compute the Earnings Protection Death Benefit amount.

* For purposes of illustrating the calculation of Earnings Protection Death Benefit Option, the example assumes the same hypothetical Contract Values for all Contracts, net of applicable fees and charges. Actual death benefit amounts will differ due to the different fees and charges under each Contract.

** If the oldest Contract Owner or Annuitant had been over age 70, and both were age 79 or younger on the Rider Application Date, the Earnings Protection Death Benefit would be 25% of the In-Force Earnings (\$6,250.00).

EXAMPLE 2: ELECTED WHEN CONTRACT WAS ISSUED WITH SUBSEQUENT WITHDRAWALS

In this example, assume the same facts as above, except that the Contract Owner has taken a withdrawal of \$10,000 during the second year of the Contract. Immediately prior to the withdrawal, the Contract Value is \$105,000. Here, \$5,000 of the withdrawal is in excess of the In-Force Earnings at the time of the withdrawal. The Contract Value on the date Allstate Life receives a Complete Request for Settlement will be assumed to be \$114,000.

Excess of Earnings Withdrawals	= \$5,000	
	(\$10,000-\$5,000)	
Purchase Payments in the 12 months prior to death	= \$0	
In-Force Premium	= \$95,000	
	(\$100,000+\$0-\$5,000)	
In-Force Earnings	= \$19,000	
	(\$114,000-\$95,000)	
EARNINGS PROTECTION DEATH BENEFIT**	= 40%*\$19,000	= \$7,600

Since 40% of In-Force Earnings is less than 100% of the In-Force Premium (excluding purchase payments in the 12 months prior to death), the In-Force Earnings are used to compute the Earnings Protection Death Benefit amount.

* For purposes of illustrating the calculation of Earnings Protection Death Benefit Option, the example assumes the same hypothetical Contract Values for all Contracts, net of applicable fees and charges. Actual death benefit amounts will differ due to the different fees and charges under each Contract.

** If the oldest Contract Owner or Annuitant had been over age 70, and both were age 79 or younger on the Rider Application Date, the Earnings Protection Death Benefit would be 25% of the In-Force Earnings (\$4,750.00).

EXAMPLE 3: ELECTED AFTER CONTRACT WAS ISSUED WITH SUBSEQUENT ADDITIONS AND WITHDRAWALS

This example is intended to illustrate the effect of adding the Earnings Protection Death Benefit Option after the Contract has been issued and the effect of later purchase payments. In this example, assume that the oldest Contract Owner is age 72 on the Rider Application Date. At the time the Contract is issued, the Contract Owner makes a purchase payment of \$100,000. After two years pass, the Contract Owner elects to add the Earnings Protection Death Benefit Option. On the date this Rider is added, the Contract Value is \$110,000. Two years later, the Contract Owner withdraws \$50,000. Immediately prior to the withdrawal, the Contract Value is \$130,000. Another two years later, the Contract Owner makes an additional purchase payment of \$40,000. Immediately after the additional purchase payment, the Contract Value is \$130,000. Two years later, the Contract Owner dies with a Contract Value of \$140,000 on the date Allstate Life receives a Complete Request for Settlement.

Excess of Earnings Withdrawals	= \$30,000	
	(\$50,000-\$20,000)	
Purchase Payments in the 12 months prior to death	= \$0	
In-Force Premium	= \$120,000	
	(\$110,000+\$40,000-\$30,000)	
In-Force Earnings	= \$20,000	
	(\$140,000-\$120,000)	
EARNINGS PROTECTION DEATH BENEFIT**	= 25%*\$20,000=\$5,000	

In this example, In-Force Premium is equal to the Contract Value on Rider Application Date plus the additional purchase payment and minus the Excess-of-Earnings Withdrawal.

Since 25% of In-Force Earnings is less than 50% of the In-Force Premium (excluding purchase payments in the 12 months prior to death), the In-Force Earnings are used to compute the Earnings Protection Death Benefit amount.

* For purposes of illustrating the calculation of Earnings Protection Death Benefit Option, the example assumes the same hypothetical Contract Values for all Contracts, net of applicable fees and charges. Actual death benefit amounts will differ due to the different fees and charges under each Contract.

** If the oldest Contract Owner or Annuitant had been age 70 or younger on the Rider Application Date, the Earnings Protection Death Benefit would be 40% of the In-Force Earnings (\$8,000.00).

EXAMPLE 4: SPOUSAL CONTINUATION

This example is intended to illustrate the effect of a surviving spouse electing to continue the Contract upon the death of the Contract Owner on a Contract with the Earnings Protection Death Benefit Option. In this example, assume that the oldest Contract Owner is age 60 at the time the Contract is purchased (with the Earnings Protection Death Benefit Option and Maximum Anniversary Death Benefit Option) with a \$100,000 purchase payment. Five years later the Contract Owner dies and the surviving spouse elects to continue the Contract. The Contract Value and Maximum Anniversary Value at this time are \$150,000 and \$160,000, respectively.

Excess of Earnings Withdrawals	= \$0	
Purchase Payments in the 12 months prior to death	= \$0	
In-Force Premium	= \$100,000	
	(\$100,000+\$0-\$0)	
In-Force Earnings	= \$50,000	
	(\$150,000-\$100,000)	
EARNINGS PROTECTION DEATH BENEFIT**	= 40%*\$50,000=\$20,000	
Contract Value	= \$150,000	
Death Benefit	= \$160,000	
Earnings Protection Death Benefit	= \$20,000	
Continuing Contract Value	= \$180,000	
	(\$160,000+\$20,000)	

Since 40% of In-Force Earnings is less than 100% of the In-Force Premium (excluding purchase payments in the 12 months prior to death), the In-Force Earnings are used to compute the Earnings Protection Death Benefit amount.

Assume the surviving spouse is age 72 when the Contract is continued. At this time, the surviving spouse has the option to continue the Earnings Protection Death Benefit Option at an additional mortality and expense risk charge of 0.40% and with an In-Force Premium amount equal to the Contract Value and the Rider Date reset to the date the Contract is



continued. If this selection is made, the Earnings Protection Death Benefit will be equal to the lesser of 25% of the In-Force Earnings and 50% of In-Force Premium. Otherwise, the surviving spouse may elect to terminate the Earnings Protection Death Benefit Option at the time of continuation.

* For purposes of illustrating the calculation of Earnings Protection Death Benefit Option, the example assumes the same hypothetical Contract Values and Maximum Anniversary Values for all Contracts, net of applicable fees and charges. Actual death benefit amounts will differ due to the different fees and charges under each Contract.

** If the oldest Contract Owner or Annuitant had been over age 70, and both were age 79 or younger on the Rider Application Date, the Earnings Protection Death Benefit would be 25% of the In-Force Earnings (\$12,500.00).

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APPENDIX G - WITHDRAWAL ADJUSTMENT EXAMPLE - TRUERETURN ACCUMULATION BENEFIT*

RIDER DATE: JANUARY 2, 2005

INITIAL PURCHASE PAYMENT: \$50,000

INITIAL BENEFIT BASE: \$50,000

Date	Type of Occurrence	Beginning Contract Value	Transaction Amount	Contract Value After Occurrence	Contract Value Benefit Base
1/2/06	Contract Anniversary	\$55,000	--	\$55,000	\$50,000
7/2/06	Partial Withdrawal	\$60,000	\$15,000	\$45,000	\$37,500

The following shows how we compute the adjusted Benefit Bases in the example above. Please note the withdrawal reduces the Benefit Base by the same proportion as the withdrawal reduces the Contract Value.

BENEFIT BASE

Partial Withdrawal Amount	(a)	\$15,000
Contract Value Immediately Prior to Partial Withdrawal	(b)	\$60,000
Value of Benefit Base Immediately Prior to Partial Withdrawal	(c)	\$50,000
Withdrawal Adjustment	$[(a)/(b)]*(c)$	\$12,500
Adjusted Benefit Base		\$37,500

* For the purpose of illustrating the withdrawal adjustment calculation, the example assumes the same hypothetical Contract Values, net of applicable fees and charges for all Contracts. Actual Contract Values will differ due to the different fees and charges under each Contract. Please remember that you are looking at an example and that your investment performance may be greater or lower than the figures shown.

APPENDIX H - SUREINCOME WITHDRAWAL BENEFIT OPTION CALCULATION EXAMPLES

Example 1: Assume you purchase an Allstate Advisor contract with a \$100,000 initial purchase payment and add the SureIncome Option at issue.

Your Benefit Base is \$100,000, which is your initial purchase payment of \$100,000.

Your Benefit Payment is \$8,000, which is 8% of your initial purchase payment. Your Benefit Payment Remaining for this Benefit Year is \$8,000, which is equal to your Benefit Payment at the beginning of this Benefit Year.

Example 2: Assume Example 1 is continued and an additional purchase payment of \$40,000 is made in the first Benefit Year.

The Benefit Base is increased to \$140,000, which is your prior Benefit Base (\$100,000) plus your additional purchase payment (\$40,000).

The Benefit Payment is increased to \$11,200, which is your prior Benefit Payment (\$8,000) plus 8% of your additional purchase payment (\$40,000). The Benefit Payment Remaining is increased to \$11,200, which is your Benefit Payment Remaining prior to your additional purchase payment (\$8,000) plus 8% of your additional purchase payment (\$40,000).

Example 3: Assume Example 1 is continued and a withdrawal of \$8,000 is made during the first Benefit Year.

The Benefit Base is reduced to \$92,000, which is your prior Benefit Base (\$100,000) less your withdrawal (\$8,000). The Benefit Payment is unchanged and remains \$8,000.

The Benefit Payment Remaining in the first Benefit Year is \$0, which is your Benefit Payment Remaining prior to your withdrawal (\$8,000) less your withdrawal (\$8,000).

Example 4: Assume example 1 is continued and a withdrawal of \$25,000 is made during the first Benefit Year. Assume the Contract Value prior to the withdrawal was \$130,000. Because the \$25,000 withdrawal is larger than the Benefit Payment Remaining, the Benefit Base and Benefit Payment will be recalculated according to applicable formulas.

The Benefit Base is reduced to \$75,000, determined by the following calculation:

the lesser of $(\$130,000 - \$25,000)$ and $(\$100,000 - \$25,000) = \$75,000$. The Benefit Payment remains \$8,000, determined by the following calculation: the lesser of $(\$8,000)$ and $(8\% \times (\$130,000 - \$25,000)) = \$8,000$. There is no Benefit Payment Remaining because the withdrawal has reduced it to \$0.

Example 5: Assume example 3 is continued and an additional withdrawal of \$5,000 is taken in the same year (the first Benefit Year). Assume the Contract Value prior to the additional withdrawal was \$60,000. Because the \$5,000 withdrawal is larger than the Benefit Payment Remaining (\$0), the Benefit Base and Benefit Payment will be recalculated according to applicable formulas.

The Benefit Base is reduced to \$55,000, determined by the following calculation:

the lesser of $(\$60,000 - \$5,000)$ and $(\$92,000 - \$5,000) = \$55,000$.

The Benefit Payment is reduced to \$4,400, determined by the following formula:

the lesser of $(\$8,000)$ and $((8\% \times (\$60,000 - \$5,000)) = \$4,400$. The Benefit Payment Remaining is unchanged at \$0.

Example 6: Assume example 5 is continued and an additional Purchase Payment of 40,000 is made in the same year (the first Benefit Year).

The Benefit Base is increased to \$95,000, which is your prior Benefit Base (\$55,000) plus your additional purchase payment (\$40,000).

The Benefit Payment is increased to \$7,600, which is your prior Benefit Payment (\$4,400) plus 8% of your additional purchase payment (\$40,000).

The Benefit Payment Remaining is increased to \$3,200, which is your Benefit Payment Remaining prior to your additional purchase payment (\$0) plus 8% of your additional purchase payment (\$40,000).

Example 7: Assume example 6 is continued and an additional withdrawal of \$3,200 is taken in the same year (the first Benefit Year).

The Benefit Base is reduced to \$91,800, which is your prior Benefit Base (\$95,000) less your withdrawal (\$3,200). The Benefit Payment is unchanged and remains \$7,600.

The Benefit Payment Remaining is reduced to \$0, which is your Benefit Payment Remaining prior to your withdrawal (\$3,200) less your withdrawal (\$3,200).

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APPENDIX I- SUREINCOME PLUS WITHDRAWAL BENEFIT OPTION CALCULATION EXAMPLES

Example 1: Assume you purchase an Allstate Advisor Variable Annuity contract with a \$100,000 initial purchase payment and add the SureIncome Plus Option at issue.

Your Benefit Base is \$100,000, which is your initial purchase payment of \$100,000.

Your SureIncome ROP Death Benefit is \$100,000, which is your initial purchase payment of \$100,000.

Your Benefit Payment is \$8,000, which is 8% of your initial purchase payment.

Your Benefit Payment Remaining for this Benefit Year is \$8,000, which is equal to your Benefit Payment at the beginning of this Benefit Year.

Example 2: Assume Example 1 is continued and an additional purchase payment of \$40,000 is made in the first Benefit Year.

The Benefit Base is increased to \$140,000, which is your prior Benefit Base (\$100,000) plus your additional purchase payment (\$40,000).

The SureIncome ROP Death Benefit is increased to \$140,000, which is your prior SureIncome ROP Death Benefit (\$100,000) plus your additional purchase payment (\$40,000).

The Benefit Payment is increased to \$11,200, which is your prior Benefit Payment (\$8,000) plus 8% of your additional purchase payment (\$40,000).

The Benefit Payment Remaining is increased to \$11,200, which is your Benefit Payment Remaining prior to your additional purchase payment (\$8,000) plus 8% of your additional purchase payment (\$40,000).

Example 3: Assume Example 1 is continued and a withdrawal of \$8,000 is made during the first Benefit Year.

The Benefit Base is reduced to \$92,000, which is your prior Benefit Base (\$100,000) less your withdrawal (\$8,000).

The SureIncome ROP Death Benefit is reduced to \$92,000, which is your prior SureIncome ROP Death Benefit (\$100,000) less your withdrawal (\$8,000).

The Benefit Payment is unchanged and remains \$8,000.

The Benefit Payment Remaining in the first Benefit Year is \$0, which is your Benefit Payment Remaining prior to your withdrawal (\$8,000) less your withdrawal (\$8,000).

Example 4: Assume Example 1 is continued and a withdrawal of \$25,000 is made during the first Benefit Year. Assume the Contract Value prior to the withdrawal was \$130,000. Because the \$25,000 withdrawal is larger than the Benefit Payment Remaining, the Benefit Base, the SureIncome ROP Death Benefit and Benefit Payment will be recalculated according to applicable formulas.

The Benefit Base is reduced to \$75,000, determined by the following calculation:

the lesser of $(\$130,000 - \$25,000)$ and $(\$100,000 - \$25,000) = \$75,000$.

The SureIncome ROP Death Benefit is reduced to \$75,000, determined by the following calculation: the lesser of $(\$130,000 - \$25,000)$ and $(\$100,000 - \$25,000) = \$75,000$.

The Benefit Payment remains \$8,000, determined by the following calculation: the lesser of $(\$8,000)$ and $(8\% \times (\$130,000 - \$25,000)) = \$8,000$

There is no Benefit Payment Remaining because the withdrawal has reduced it to \$0.

Example 5: Assume Example 3 is continued and an additional withdrawal of \$5,000 is taken in the same year (the first Benefit Year). Assume the Contract Value prior to the additional withdrawal was \$60,000. Because the \$5,000 withdrawal is larger than the Benefit Payment Remaining (\$0), the Benefit Base and Benefit Payment will be recalculated according to applicable formulas.

The Benefit Base is reduced to \$55,000, determined by the following calculation:

the lesser of $(\$60,000 - \$5,000)$ and $(\$92,000 - \$5,000) = \$55,000$.

The SureIncome ROP Death Benefit is reduced to \$55,000, determined by the following calculation: the lesser of $(\$60,000 - \$5,000)$ and $(\$92,000 - \$5,000) = \$55,000$.

The Benefit Payment is reduced to \$4,400, determined by the following formula:

the lesser of $(\$8,000)$ and $((8\% \times (\$60,000 - \$5,000)) = \$4,400$.

The Benefit Payment Remaining is unchanged at \$0.

Example 6: Assume Example 5 is continued and an additional Purchase Payment of 40,000 is made in the same year (the first Benefit Year).

The Benefit Base is increased to \$95,000, which is your prior Benefit Base (\$55,000) plus your additional purchase payment (\$40,000).

The SureIncome ROP Death Benefit is increased to \$95,000, which is your prior SureIncome ROP Death Benefit (\$55,000) plus your additional purchase payment (\$40,000).

The Benefit Payment is increased to \$7,600, which is your prior Benefit Payment (\$4,400) plus 8% of your additional purchase payment (\$40,000).

The Benefit Payment Remaining is increased to \$3,200, which is your Benefit Payment Remaining prior to your additional purchase payment (\$0) plus 8% of your additional purchase payment (\$40,000).

Example 7: Assume Example 6 is continued and an additional withdrawal of \$3,200 is taken in the same year (the first Benefit Year).

The Benefit Base is reduced to \$91,800, which is your prior Benefit Base (\$95,000) less your withdrawal (\$3,200).

The SureIncome ROP Death Benefit is reduced to \$91,800, which is your prior SureIncome ROP Death Benefit (\$95,000) less your withdrawal (\$3,200).

The Benefit Payment is unchanged, because the amount withdrawn does not exceed the Benefit Payment Remaining, and remains \$7,600.

The Benefit Payment Remaining is reduced to \$0, which is your Benefit Payment Remaining prior to your withdrawal (\$3,200) less your withdrawal (\$3,200).

Example 8: Assume Example 1 is continued and on the first Contract Anniversary the Contract Value prior to deduction of annual fees is \$160,000.

The SureIncome Plus Option Fee is \$650, which is $0.65\% \times$ the Benefit Base (\$100,000) prior to updating the Benefit Base based on the Contract Value on the Contract Anniversary.

The final Contract Value is \$159,350, which the Contract Value on the Contract Anniversary after deduction of annual fees (assume SureIncome Plus Option Fee is the only annual fee applicable).

The Benefit Base is increased to \$159,350, which is the greater of your current Benefit Base (\$100,000) and the final Contract Value on the Contract Anniversary (\$159,350).

The SureIncome ROP Death Benefit remains \$100,000.

The Benefit Payment is increased to \$12,748, which is the greater of your current Benefit Payment (\$8,000) and 8% X the final Contract Value on the Contract Anniversary (\$159,350).

The Benefit Payment Remaining is updated to \$12,748, which is the Benefit Payment on the Contract Anniversary.

Example 9: Assume Example 8 is continued, no withdrawals or purchase payments are applied during the second Contract Year and on the second Contract Anniversary the Contract Value prior to deduction of annual fees is \$60,000.

The SureIncome Plus Option Fee is \$1,035.78, which is 0.65% X the Benefit Base (\$159,350) prior to updating the Benefit Base based on the Contract Value on the Contract Anniversary.

The final Contract Value is \$58,964.22, which the Contract Value on the Contract Anniversary after deduction of annual fees (assume SureIncome Plus Option Fee is the only annual fee applicable).

The Benefit Base remains \$159,350, which is the greater of your current Benefit Base (\$159,350) and the final Contract Value on the Contract Anniversary (\$58,964.22).

The SureIncome ROP Death Benefit remains \$100,000.

The Benefit Payment is remains \$12,748, which is the greater of your current Benefit Payment \$12,748 and 8% X the final Contract Value on the Contract Anniversary (\$58,964.22).

The Benefit Payment Remaining is updated to \$12,748, which is the Benefit Payment on the Contract Anniversary.

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APPENDIX J- SUREINCOME FOR LIFE WITHDRAWAL BENEFIT OPTION CALCULATION EXAMPLES

Example 1: Assume you purchase an Allstate Advisor Variable Annuity contract with \$100,000 initial purchase payment, are attained age 55 at issue, and add the SureIncome For Life Option at issue (you are the SureIncome Covered Life).

Your Benefit Base is \$100,000, which is your initial purchase payment of \$100,000.

Your SureIncome ROP Death Benefit is \$100,000, which is your initial purchase payment of \$100,000.

Your Benefit Payment is \$4,000, which is 4% of your initial purchase payment.

Your Benefit Payment Remaining for this Benefit Year is \$4,000, which is equal to your Benefit Payment at the beginning of this Benefit Year.

Note: The Benefit Payment remains \$4,000 until you turn age 60 (as long as the Contract Value on any of the prior Contract Anniversaries have not caused any of the guarantees under the Option to be updated). At that point, if no withdrawals have been taken, your Benefit Payment & Benefit Payment Remaining are updated to 5% X current Benefit Base (\$5,000 = 5% X \$100,000, assuming your Benefit Base is still \$100,000).

Example 2: Assume Example 1 is continued and an additional purchase payment of \$40,000 is made in the first Benefit Year.

The Benefit Base is increased to \$140,000, which is your prior Benefit Base (\$100,000) plus your additional purchase payment (\$40,000).

The SureIncome ROP Death Benefit is increased to \$140,000, which is your prior SureIncome ROP Death Benefit (\$100,000) plus your additional purchase payment (\$40,000).

The Benefit Payment is increased to \$5,600, which is your prior Benefit Payment (\$4,000) plus 4% of your additional purchase payment (\$40,000).

The Benefit Payment Remaining is increased to \$5,600, which is your prior Benefit Payment Remaining (\$4,000) plus 4% of your additional purchase payment (\$40,000).

Note: The Benefit Payment remains \$5,600 until you turn age 60 (for the purposes of this example it is assumed the maximum anniversary value on any of the prior Contract Anniversaries has not increased the Benefit Payment). At that point, if no withdrawals have been taken, your Benefit Payment & Benefit Payment Remaining are updated to 5% X current Benefit Base (\$7,000 = 5% X \$140,000, assuming your Benefit Base is still \$140,000).

Example 3a: Assume Example 1 is continued and the first withdrawal, equal to \$4,000, is made during the first Benefit Year.

The Benefit Base is reduced to \$96,000, which is your prior Benefit Base (\$100,000) less your withdrawal (\$4,000).

The SureIncome ROP Death Benefit is reduced to \$96,000, which is your prior SureIncome ROP Death Benefit (\$100,000) less your withdrawal (\$4,000).

The Benefit Payment is unchanged and remains \$4,000.

The Benefit Payment Remaining in the first Benefit Year is \$0, which is your Benefit Payment Remaining prior to your withdrawal (\$4,000) less your withdrawal (\$4,000).

Note: The Withdrawal Benefit Factor is locked at 4% because the age at first withdrawal is age 55.

Example 3b: Assume Example 1 is continued and the first withdrawal, equal to \$5,000, is made during the sixth Benefit Year and you have attained age 60 (assume the Contract Values have not increased any SureIncome For Life Option guarantees on any prior Contract Anniversaries).

The Benefit Base is reduced to \$95,000, which is your prior Benefit Base (\$100,000) less your withdrawal (\$5,000).

The SureIncome ROP Death Benefit is reduced to \$95,000, which is your prior SureIncome ROP Death Benefit (\$100,000) less your withdrawal (\$5,000).

Because the first withdrawal occurs at attained age 60, the Benefit Payment and Benefit Payment Remaining prior to the withdrawal are updated to 5% X current Benefit Base (5% X \$100,000 = \$5,000).

The Benefit Payment remains \$5,000 after withdrawal.

The Benefit Payment Remaining in the first Benefit Year is \$0, which is your Benefit Payment Remaining prior to your withdrawal (\$5,000) less your withdrawal (\$5,000).

Note: The Withdrawal Benefit Factor is locked at 5% because the age at first withdrawal is age 60.

Example 3c: Assume Example 1 is continued and the first withdrawal, equal to \$6,000, is made during the sixteenth Benefit Year and you have attained age 70 (assume the Contract Values have not increased any SureIncome For Life Option guarantees on any prior Contract Anniversaries).

The Benefit Base is reduced to \$94,000, which is your prior Benefit Base (\$100,000) less your withdrawal (\$6,000).

The SureIncome ROP Death Benefit is reduced to \$94,000, which is your prior SureIncome ROP Death Benefit (\$100,000) less your withdrawal (\$6,000).

Because the first withdrawal occurs at attained age 70, the Benefit Payment and Benefit Payment Remaining prior to the withdrawal are updated to 6% X current Benefit Base (6% X \$100,000 = \$6,000).

The Benefit Payment remains \$6,000 after withdrawal.

The Benefit Payment Remaining in the first Benefit Year is \$0, which is your Benefit Payment Remaining prior to your withdrawal (\$6,000) less your withdrawal (\$6,000).

Note: The Withdrawal Benefit Factor is locked at 6% because the age at first withdrawal is age 70.

Example 4a: Assume Example 1 is continued and a withdrawal of \$25,000 is made during the first Benefit Year. Assume the Contract Value prior to the withdrawal was \$130,000. Because the \$25,000 withdrawal is larger than the Benefit Payment Remaining, the Benefit Base, the SureIncome ROP Death Benefit and Benefit Payment will be recalculated according to applicable formulas.

The Benefit Base is reduced to \$75,000, determined by the following calculation:

the lesser of $(\$130,000 - \$25,000)$ and $(\$100,000 - \$25,000) = \$75,000$.

The SureIncome ROP Death Benefit is reduced to \$75,000, determined by the following calculation: the lesser of $(\$130,000 - \$25,000)$ and $(\$100,000 - \$25,000) = \$75,000$.

The Benefit Payment is reduced to \$3,000, determined by the following calculation: the lesser of $(\$4,000)$ and $(4\% \times \$75,000) = \$3,000$.

There is no Benefit Payment Remaining because the withdrawal has reduced it to \$0.

Note: The Withdrawal Benefit Factor is locked at 4% because the age at first withdrawal is age 55.

Example 4b: Assume Example 1 is continued and a withdrawal of \$25,000 is made during the sixth Benefit Year (assume the Contract Values have not increased any SureIncome For Life Option guarantees on any prior Contract Anniversaries).

Assume the Contract Value prior to the withdrawal was \$130,000. Because the \$25,000 withdrawal is larger than the Benefit Payment Remaining, the Benefit Base, the SureIncome ROP Death Benefit and Benefit Payment will be recalculated according to applicable formulas.

The Benefit Base is reduced to \$75,000, determined by the following calculation:

the lesser of $(\$130,000 - \$25,000)$ and $(\$100,000 - \$25,000) = \$75,000$.

The SureIncome ROP Death Benefit is reduced to \$75,000, determined by the following calculation: the lesser of $(\$130,000 - \$25,000)$ and $(\$100,000 - \$25,000) = \$75,000$.

Because the first withdrawal occurs at attained age 60, the Benefit Payment and Benefit Payment Remaining prior to the withdrawal are updated to 5% X current Benefit Base prior to the withdrawal $(5\% \times \$100,000 = \$5,000)$.

The Benefit Payment is reduced to \$3,750, determined by the following calculation: the lesser of $(\$5,000)$ and $(5\% \times \$75,000) = \$3,750$.

There is no Benefit Payment Remaining because the withdrawal has reduced it to \$0.

Note: The Withdrawal Benefit Factor is locked at 5% because the age at first withdrawal is age 60.

Example 5: Assume Example 3a is continued and an additional withdrawal of \$5,000 is taken in the same year (the first Benefit Year). Assume the Contract Value prior to the additional withdrawal was \$60,000. Because the \$5,000 withdrawal is larger than the Benefit Payment Remaining (\$0), the Benefit Base and Benefit Payment will be recalculated according to applicable formulas.

The Benefit Base is reduced to \$55,000, determined by the following calculation:

the lesser of $(\$60,000 - \$5,000)$ and $(\$96,000 - \$5,000) = \$55,000$.

The SureIncome ROP Death Benefit is reduced to \$55,000, determined by the following calculation: the lesser of $(\$60,000 - \$5,000)$ and $(\$96,000 - \$5,000) = \$55,000$.

The Benefit Payment is reduced to \$2,200, determined by the following formula:

the lesser of $(\$4,000)$ and $(4\% \times \$55,000) = \$2,200$.

Example 6: Assume Example 5 is continued and an additional Purchase Payment of 40,000 is made in the same year (the first Benefit Year).

The Benefit Base is increased to \$95,000, which is your prior Benefit Base (\$55,000) plus your additional purchase payment (\$40,000).

The SureIncome ROP Death Benefit is increased to \$95,000, which is your prior SureIncome ROP Death Benefit (\$55,000) plus your additional purchase payment (\$40,000).

The Benefit Payment is increased to \$3,800, which is your prior Benefit Payment (\$2,200) plus 4% of your additional purchase payment (\$40,000).

The Benefit Payment Remaining is increased to \$1,600, which is your Benefit Payment Remaining prior to your additional purchase payment (\$0) plus 4% of your additional purchase payment (\$40,000).

Example 7: Assume Example 6 is continued and an additional withdrawal of \$1,600 is taken in the same year (the first Benefit Year).

The Benefit Base is reduced to \$93,400, which is your prior Benefit Base (\$95,000) less your withdrawal (\$1,600).

The SureIncome ROP Death Benefit is reduced to \$93,400, which is your prior SureIncome ROP Death Benefit (\$95,000) less your withdrawal (\$1,600).

The Benefit Payment is unchanged and remains \$3,800.

The Benefit Payment Remaining is reduced to \$0, which is your Benefit Payment Remaining prior to your withdrawal (\$1,600) less your withdrawal (\$1,600).

Example 8: Assume Example 1 is continued and on the first Contract Anniversary the Contract Value prior to deduction of annual fees is \$160,000.

The SureIncome For Life Option Fee is \$650, which is 0.65% X the Benefit Base (\$100,000) prior to updating the Benefit Base based on the Contract Value on the Contract Anniversary.

The final Contract Value is \$159,350, which the Contract Value on the Contract Anniversary after deduction of annual fees (assume SureIncome For Life Option Fee is the only annual fee applicable).

The Benefit Base is increased to \$159,350, which is the greater of your current Benefit Base (\$100,000) and the final Contract Value on the Contract Anniversary (\$159,350).

The SureIncome ROP Death Benefit remains \$100,000.

The Benefit Payment is increased to \$6,374, which is the greater of your current Benefit Payment (\$4,000) and 4% of the final Contract Value on the Contract Anniversary (\$159,350).

The Benefit Payment Remaining is updated to \$6,374, which is the Benefit Payment on the Contract Anniversary.

Note: The Benefit Payment remains \$6,374 until you turn age 60 (for the purposes of this example it is assumed the maximum anniversary value on any of the prior Contract Anniversaries has not increased the Benefit Payment). At that point, if no withdrawals have been taken, your Benefit Payment and Benefit Payment Remaining are updated to 5% X current Benefit Base (\$7,967.50 = 5% X \$159,350, assuming your Benefit Base is still \$159,350).

Example 9: Assume Example 8 is continued, no withdrawals or purchase payments are applied during the second Contract Year and on the second Contract Anniversary the Contract Value prior to deduction of annual fees is \$60,000.

The SureIncome For Life Option Fee is \$1,035.78, which is 0.65% X the Benefit Base (\$159,350) prior to updating for the Benefit Base based on the Contract Value on the Contract Anniversary.

The final Contract Value is \$58,964.22, which the Contract Value on the Contract Anniversary after deduction of annual fees (assume SureIncome For Life Option Fee is the only annual fee applicable).

The Benefit Base is remains \$159,350, which is the greater of your current Benefit Base (\$159,350) and the final Contract Value on the Contract Anniversary (\$58,964.22).

The SureIncome ROP Death Benefit remains \$100,000.

The Benefit Payment is remains \$6,374, which is the greater of your current Benefit Payment \$6,374 and 4% X the final Contract Value on the Contract Anniversary (\$58,964.22).

The Benefit Payment Remaining is updated to \$6,374, which is the Benefit Payment on the Contract Anniversary.

APPENDIX K- ACCUMULATION UNIT VALUES

Appendix K presents the Accumulation Unit Values and number of Accumulation Units outstanding for each Variable Sub-Account since the Variable Sub-Accounts were first offered under the Contracts. This Appendix includes Accumulation Unit Values representing the highest and lowest available combinations of Contract charges that affect Accumulation Unit Values for each Contract. The Statement of Additional Information, which is available upon request without charge, contains the Accumulation Unit Values for all other available combinations of Contract charges that affect Accumulation Unit Values for each Contract. Please contact us at 1-800-203-0068 to obtain a copy of the Statement of Additional Information.

ALLSTATE ADVISOR CONTRACTS: ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT SINCE CONTRACTS WERE FIRST OFFERED* (BASIC CONTRACT)

*The Contracts and all of the Variable Sub-Accounts were first offered under the Contracts on July 15, 2003, except for the following Variable Sub-Accounts: Van Kampen LIT Money Market, Class II Sub-Account and Van Kampen UIF Global Franchise, Class II Sub-Account which were first offered under the Contracts on December 31, 2003; FTVIP Franklin Income Securities - Class 2 Sub-Account, FTVIP Franklin U.S. Government - Class 2 Sub-Account, Van Kampen LIT Aggressive Growth, Class II Sub-Account, Van Kampen LIT Comstock, Class II Sub-Account, Van Kampen UIF Equity and Income, Class II Sub-Account, Van Kampen UIF Equity Growth, Class II Sub-Account and Van Kampen UIF U.S. Mid Cap Value, Class II Sub-Account which were first offered under the Contracts on May 1, 2004; FTVIP Franklin Large Cap Growth Securities - Class 2 Sub-Account, Lord Abbett Series - All Value Sub-Account, Lord Abbett Series - Bond-Debenture Sub-Account, Lord Abbett Series - Growth and Income Sub-Account, Lord Abbett Series - Growth Opportunities Sub-Account, Lord Abbett Series - Mid-Cap Value Sub-Account and Oppenheimer Core Bond/VA - Service Shares Sub-Account (formerly Oppenheimer Bond/VA) which were first offered under the Contracts on October 1, 2004, and the Fidelity VIP Contrafund(R) - Service Class 2 Sub-Account, Fidelity VIP Freedom 2010 - Service Class 2 Sub-Account, Fidelity VIP Freedom 2020 - Service Class 2 Sub-Account, Fidelity VIP Freedom 2030 - Service Class 2 Sub-Account, Fidelity VIP Freedom Income - Service Class 2 Sub-Account, Fidelity VIP Growth Stock - Service Class 2 Sub-Account, Fidelity VIP Index 500 - Service Class 2 Sub-Account, Fidelity VIP Mid Cap - Service Class 2 Sub-Account, FTVIP Mutual Discovery Securities - Class 2 Sub-Account, and Van Kampen UIF Mid Cap Growth, Class II Sub-Account which were first offered under the Contracts on May 1, 2006. The Accumulation Unit Values in this table reflect a Mortality and Expense Risk Charge of 1.10% and Administrative Expense Charge of 0.19%.

For the Years Beginning January 1* and Ending December 31, 2003 2004 2005 2006

SUB-ACCOUNTS

STI Classic Capital Appreciation Sub-Account /(1)/				
Accumulation Unit Value, Beginning of Period	\$10.000	\$ 10.749	\$ 11.327	\$ 11.081
Accumulation Unit Value, End of Period	\$10.749	\$ 11.327	\$ 11.081	\$ 12.123
Number of Units Outstanding, End of Period	2,073	11,497	11,274	12,680
STI Classic Large Cap Relative Value Sub-Account /(1)/				
Accumulation Unit Value, Beginning of Period	\$10.000	\$ 11.356	\$ 12.813	\$ 13.790
Accumulation Unit Value, End of Period	\$11.356	\$ 12.813	\$ 13.790	\$ 15.817
Number of Units Outstanding, End of Period	4,346	14,479	17,044	17,290
STI Classic Large Cap Value Equity Sub-Account				
Accumulation Unit Value, Beginning of Period	\$10.000	\$ 11.262	\$ 12.818	\$ 13.127
Accumulation Unit Value, End of Period	\$11.262	\$ 12.818	\$ 13.127	\$ 15.869
Number of Units Outstanding, End of Period	0	3,813	3,884	4,114
STI Classic Mid-Cap Equity Sub-Account /(1)/				
Accumulation Unit Value, Beginning of Period	\$10.000	\$ 11.438	\$ 13.189	\$ 14.884
Accumulation Unit Value, End of Period	\$11.438	\$ 13.189	\$ 14.884	\$ 16.267
Number of Units Outstanding, End of Period	5,312	8,657	9,168	9,538
STI Classic Small Cap Value Equity Sub-Account				
Accumulation Unit Value, Beginning of Period	\$10.000	\$ 12.233	\$ 14.996	\$ 16.564
Accumulation Unit Value, End of Period	\$12.233	\$ 14.996	\$ 16.564	\$ 18.985
Number of Units Outstanding, End of Period	1,982	12,820	17,258	19,799
Fidelity VIP Contrafund(R) - Service Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	--	--	--	\$ 10.000
Accumulation Unit Value, End of Period	--	--	--	\$ 10.291
Number of Units Outstanding, End of Period	--	--	--	62,580

Fidelity VIP Freedom 2010 - Service Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	--	--	--	\$ 10.000
Accumulation Unit Value, End of Period	--	--	--	\$ 10.483
Number of Units Outstanding, End of Period	--	--	--	18,112
Fidelity VIP Freedom 2020 - Service Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	--	--	--	\$ 10.000
Accumulation Unit Value, End of Period	--	--	--	\$ 10.513
Number of Units Outstanding, End of Period	--	--	--	10,459
Fidelity VIP Freedom 2030 - Service Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	--	--	--	\$ 10.000
Accumulation Unit Value, End of Period	--	--	--	\$ 10.522
Number of Units Outstanding, End of Period	--	--	--	2,393
Fidelity VIP Freedom Income - Service Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	--	--	--	\$ 10.000
Accumulation Unit Value, End of Period	--	--	--	\$ 10.373
Number of Units Outstanding, End of Period	--	--	--	9,360
Fidelity VIP Growth Stock - Service Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	--	--	--	\$ 10.000
Accumulation Unit Value, End of Period	--	--	--	\$ 9.766
Number of Units Outstanding, End of Period	--	--	--	0
Fidelity VIP Index 500 - Service Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	--	--	--	\$ 10.000
Accumulation Unit Value, End of Period	--	--	--	\$ 10.846
Number of Units Outstanding, End of Period	--	--	--	4,280
Fidelity VIP Mid Cap - Service Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	--	--	--	\$ 10.000
Accumulation Unit Value, End of Period	--	--	--	\$ 9.899
Number of Units Outstanding, End of Period	--	--	--	8,115
FTVIP Franklin Growth and Income Securities - Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.851	\$ 13.475	\$ 14.713	\$ 15.034
Accumulation Unit Value, End of Period	\$13.475	\$ 14.713	\$ 15.034	\$ 17.328
Number of Units Outstanding, End of Period	19,258	91,878	121,852	140,550
FTVIP Franklin Income Securities - Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 11.263	\$ 11.297
Accumulation Unit Value, End of Period	--	\$ 11.263	\$ 11.297	\$ 13.185
Number of Units Outstanding, End of Period	--	36,695	238,778	363,937
FTVIP Franklin Large Cap Growth Securities - Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 10.533	\$ 10.508
Accumulation Unit Value, End of Period	--	\$ 10.533	\$ 10.508	\$ 11.503
Number of Units Outstanding, End of Period	--	19,883	52,660	76,907
FTVIP Franklin Small Cap Value Securities - Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	\$12.508	\$ 14.653	\$ 17.899	\$ 19.217
Accumulation Unit Value, End of Period	\$14.653	\$ 17.899	\$ 19.217	\$ 22.191
Number of Units Outstanding, End of Period	6,008	30,266	42,724	49,578
FTVIP Franklin U.S. Government - Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 10.274	\$ 10.385
Accumulation Unit Value, End of Period	--	\$ 10.274	\$ 10.385	\$ 10.664
Number of Units Outstanding, End of Period	--	26,530	45,396	55,428
FTVIP Mutual Discovery Securities - Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	--	--	--	\$ 10.000
Accumulation Unit Value, End of Period	--	--	--	\$ 11.041
Number of Units Outstanding, End of Period	--	--	--	4,832
FTVIP Mutual Shares Securities - Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.428	\$ 12.765	\$ 14.192	\$ 15.488
Accumulation Unit Value, End of Period	\$12.765	\$ 14.192	\$ 15.488	\$ 18.099
Number of Units Outstanding, End of Period	11,247	93,951	175,870	208,410

FTVIP Templeton Developing Markets Securities - Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	\$13.323	\$ 16.979	\$ 20.902	\$ 26.292
Accumulation Unit Value, End of Period	\$16.979	\$ 20.902	\$ 26.292	\$ 33.244
Number of Units Outstanding, End of Period	384	4,722	9,019	12,236
FTVIP Templeton Foreign Securities - Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.618	\$ 13.683	\$ 16.009	\$ 17.410
Accumulation Unit Value, End of Period	\$13.683	\$ 16.009	\$ 17.410	\$ 20.872
Number of Units Outstanding, End of Period	3,281	22,173	79,063	105,367
Lord Abbett Series - All Value Sub-Account				
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 10.920	\$ 11.529
Accumulation Unit Value, End of Period	--	\$ 10.920	\$ 11.529	\$ 13.047
Number of Units Outstanding, End of Period	--	2,505	8,154	10,663
Lord Abbett Series - Bond-Debenture Sub-Account				
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 10.370	\$ 10.371
Accumulation Unit Value, End of Period	--	\$ 10.370	\$ 10.371	\$ 11.192
Number of Units Outstanding, End of Period	--	10,261	19,485	27,740
Lord Abbett Series - Growth and Income Sub-Account				
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 10.904	\$ 11.114
Accumulation Unit Value, End of Period	--	\$ 10.904	\$ 11.114	\$ 12.866
Number of Units Outstanding, End of Period	--	8,652	38,241	73,155
Lord Abbett Series - Growth Opportunities Sub-Account				
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 11.153	\$ 11.518
Accumulation Unit Value, End of Period	--	\$ 11.153	\$ 11.518	\$ 12.268
Number of Units Outstanding, End of Period	--	9,878	19,719	24,154
Lord Abbett Series - Mid-Cap Value Sub-Account				
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 11.136	\$ 11.896
Accumulation Unit Value, End of Period	--	\$ 11.136	\$ 11.896	\$ 13.179
Number of Units Outstanding, End of Period	--	7,818	22,310	31,595
Oppenheimer Balanced/VA - Service Shares Sub-Account				
Accumulation Unit Value, Beginning of Period	\$12.053	\$ 13.176	\$ 14.280	\$ 14.614
Accumulation Unit Value, End of Period	\$13.176	\$ 14.280	\$ 14.614	\$ 15.992
Number of Units Outstanding, End of Period	7,178	53,108	61,320	60,538
Oppenheimer Capital Appreciation/VA - Service Shares Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.115	\$ 12.323	\$ 12.968	\$ 13.424
Accumulation Unit Value, End of Period	\$12.323	\$ 12.968	\$ 13.424	\$ 14.269
Number of Units Outstanding, End of Period	13,298	39,477	87,943	108,136
Oppenheimer Core Bond/VA - Service Shares Sub-Account				
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 10.118	\$ 10.221
Accumulation Unit Value, End of Period	--	\$ 10.118	\$ 10.221	\$ 10.587
Number of Units Outstanding, End of Period	--	2,979	11,046	31,731
Oppenheimer Global Securities/VA - Service Shares Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.823	\$ 14.323	\$ 16.808	\$ 18.924
Accumulation Unit Value, End of Period	\$14.323	\$ 16.808	\$ 18.924	\$ 21.924
Number of Units Outstanding, End of Period	3,710	15,213	18,532	19,698
Oppenheimer High Income/VA - Service Shares Sub-Account				
Accumulation Unit Value, Beginning of Period	\$12.246	\$ 13.039	\$ 13.995	\$ 14.092
Accumulation Unit Value, End of Period	\$13.039	\$ 13.995	\$ 14.092	\$ 15.194
Number of Units Outstanding, End of Period	3,104	36,988	51,530	60,120
Oppenheimer Main Street(R)/VA - Service Shares Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.504	\$ 12.713	\$ 13.696	\$ 14.296
Accumulation Unit Value, End of Period	\$12.713	\$ 13.696	\$ 14.296	\$ 16.195
Number of Units Outstanding, End of Period	4,075	77,828	99,260	107,767
Oppenheimer Main Street Small Cap(R)/VA - Service Shares Sub-Account				
Accumulation Unit Value, Beginning of Period	\$12.695	\$ 14.755	\$ 17.358	\$ 18.799
Accumulation Unit Value, End of Period	\$14.755	\$ 17.358	\$ 18.799	\$ 21.278
Number of Units Outstanding, End of Period	2,464	28,649	52,533	61,366

Oppenheimer MidCap/VA - Service Shares Sub-Account				
Accumulation Unit Value, Beginning of Period	\$12.282	\$ 12.468	\$ 14.698	\$ 16.248
Accumulation Unit Value, End of Period	\$12.468	\$ 14.698	\$ 16.248	\$ 16.472
Number of Units Outstanding, End of Period	2,972	14,766	29,855	42,659
Oppenheimer Strategic Bond/VA - Service Shares Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.496	\$ 12.213	\$ 13.072	\$ 13.224
Accumulation Unit Value, End of Period	\$12.213	\$ 13.072	\$ 13.224	\$ 13.998
Number of Units Outstanding, End of Period	10,834	101,918	149,231	175,264
Putnam VT Global Asset Allocation - Class IB Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.631	\$ 12.510	\$ 13.473	\$ 14.227
Accumulation Unit Value, End of Period	\$12.510	\$ 13.473	\$ 14.227	\$ 15.850
Number of Units Outstanding, End of Period	90	758	2,993	4,525
Putnam VT Growth and Income - Class IB Sub-Account				
Accumulation Unit Value, Beginning of Period	\$12.266	\$ 13.589	\$ 14.904	\$ 15.482
Accumulation Unit Value, End of Period	\$13.589	\$ 14.904	\$ 15.482	\$ 17.714
Number of Units Outstanding, End of Period	2,429	5,716	8,351	11,258
Putnam VT Health Sciences - Class IB Sub-Account/(2)/				
Accumulation Unit Value, Beginning of Period	\$11.035	\$ 11.373	\$ 12.026	\$ 13.438
Accumulation Unit Value, End of Period	\$11.373	\$ 12.026	\$ 13.438	\$ 13.636
Number of Units Outstanding, End of Period	173	2,926	4,443	5,622
Putnam VT High Yield - Class IB Sub-Account				
Accumulation Unit Value, Beginning of Period	\$12.454	\$ 13.428	\$ 14.652	\$ 14.911
Accumulation Unit Value, End of Period	\$13.428	\$ 14.652	\$ 14.911	\$ 16.269
Number of Units Outstanding, End of Period	350	14,873	27,417	32,729
Putnam VT Income - Class IB Sub-Account				
Accumulation Unit Value, Beginning of Period	\$10.514	\$ 10.507	\$ 10.832	\$ 10.945
Accumulation Unit Value, End of Period	\$10.507	\$ 10.832	\$ 10.945	\$ 11.292
Number of Units Outstanding, End of Period	4,742	19,067	36,943	47,355
Putnam VT International Equity - Class IB Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.502	\$ 13.465	\$ 15.444	\$ 17.105
Accumulation Unit Value, End of Period	\$13.465	\$ 15.444	\$ 17.105	\$ 21.566
Number of Units Outstanding, End of Period	135	1,836	6,571	12,890
Putnam VT Investors - Class IB Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.838	\$ 13.072	\$ 14.535	\$ 15.611
Accumulation Unit Value, End of Period	\$13.072	\$ 14.535	\$ 15.611	\$ 17.558
Number of Units Outstanding, End of Period	329	1,359	1,606	2,177
Putnam VT Money Market - Class IB Sub-Account				
Accumulation Unit Value, Beginning of Period	\$ 9.956	\$ 9.914	\$ 9.851	\$ 9.970
Accumulation Unit Value, End of Period	\$ 9.914	\$ 9.851	\$ 9.970	\$ 10.274
Number of Units Outstanding, End of Period	1,651	34,280	45,925	61,161
Putnam VT New Opportunities - Class IB Sub-Account/(2)/				
Accumulation Unit Value, Beginning of Period	\$12.478	\$ 13.580	\$ 14.787	\$ 16.056
Accumulation Unit Value, End of Period	\$13.580	\$ 14.787	\$ 16.056	\$ 17.206
Number of Units Outstanding, End of Period	726	3,714	2,619	2,522
Putnam VT New Value - Class IB Sub-Account				
Accumulation Unit Value, Beginning of Period	\$12.840	\$ 14.664	\$ 16.708	\$ 17.465
Accumulation Unit Value, End of Period	\$14.664	\$ 16.708	\$ 17.465	\$ 20.001
Number of Units Outstanding, End of Period	0	2,459	5,666	10,718
Putnam VT Research - Class IB Sub-Account/(2)/				
Accumulation Unit Value, Beginning of Period	\$12.091	\$ 13.177	\$ 13.990	\$ 14.502
Accumulation Unit Value, End of Period	\$13.177	\$ 13.990	\$ 14.502	\$ 15.935
Number of Units Outstanding, End of Period	0	2,430	2,189	2,201
Putnam VT The George Putnam Fund of Boston - Class IB Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.490	\$ 12.158	\$ 12.986	\$ 13.332
Accumulation Unit Value, End of Period	\$12.158	\$ 12.986	\$ 13.332	\$ 14.729
Number of Units Outstanding, End of Period	752	15,384	27,840	28,124

Putnam VT Utilities Growth and Income - Class IB Sub-Account/(2)/				
Accumulation Unit Value, Beginning of Period	\$12.769	\$ 14.145	\$ 16.978	\$ 18.197
Accumulation Unit Value, End of Period	\$14.145	\$ 16.978	\$ 18.197	\$ 22.819
Number of Units Outstanding, End of Period	187	1,374	1,179	1,136
Putnam VT Vista - Class IB Sub-Account				
Accumulation Unit Value, Beginning of Period	\$12.550	\$ 13.646	\$ 15.976	\$ 17.687
Accumulation Unit Value, End of Period	\$13.646	\$ 15.976	\$ 17.687	\$ 18.411
Number of Units Outstanding, End of Period	400	2,022	2,576	2,795
Putnam VT Voyager - Class IB Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.661	\$ 12.475	\$ 12.934	\$ 13.494
Accumulation Unit Value, End of Period	\$12.475	\$ 12.934	\$ 13.494	\$ 14.045
Number of Units Outstanding, End of Period	3,962	16,384	23,818	23,983
Van Kampen LIT Aggressive Growth, Class II Sub-Account/(3)/				
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 11.153	\$ 12.233
Accumulation Unit Value, End of Period	--	\$ 11.153	\$ 12.233	\$ 12.670
Number of Units Outstanding, End of Period	--	3,279	4,772	4,811
Van Kampen LIT Comstock, Class II Sub-Account				
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 11.366	\$ 11.681
Accumulation Unit Value, End of Period	--	\$ 11.366	\$ 11.681	\$ 13.381
Number of Units Outstanding, End of Period	--	25,133	62,429	67,470
Van Kampen LIT Strategic Growth, Class II Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.136	\$ 11.811	\$ 12.448	\$ 13.227
Accumulation Unit Value, End of Period	\$11.811	\$ 12.448	\$ 13.227	\$ 13.399
Number of Units Outstanding, End of Period	2,236	12,034	14,984	15,927
Van Kampen LIT Growth and Income, Class II Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.891	\$ 13.437	\$ 15.137	\$ 16.394
Accumulation Unit Value, End of Period	\$13.437	\$ 15.137	\$ 16.394	\$ 18.769
Number of Units Outstanding, End of Period	2,729	18,865	23,632	29,013
Van Kampen LIT Money Market, Class II Sub-Account				
Accumulation Unit Value, Beginning of Period	\$10.000	\$ 10.000	\$ 9.925	\$ 10.036
Accumulation Unit Value, End of Period	\$10.000	\$ 9.925	\$ 10.036	\$ 10.319
Number of Units Outstanding, End of Period	0	73,330	79,438	93,283
Van Kampen UIF Emerging Markets Debt, Class II Sub-Account /(4)/				
Accumulation Unit Value, Beginning of Period	\$12.736	\$ 13.960	\$ 15.169	\$ 16.791
Accumulation Unit Value, End of Period	\$13.960	\$ 15.169	\$ 16.791	\$ 18.365
Number of Units Outstanding, End of Period	107	14,258	15,431	18,937
Van Kampen UIF Equity and Income, Class II Sub-Account/ (4)/				
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 10.989	\$ 11.648
Accumulation Unit Value, End of Period	--	\$ 10.989	\$ 11.648	\$ 12.945
Number of Units Outstanding, End of Period	--	12,926	19,278	22,786
Van Kampen UIF Equity Growth, Class II Sub-Account /(4)/				
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 10.760	\$ 12.265
Accumulation Unit Value, End of Period	--	\$ 10.760	\$ 12.265	\$ 12.569
Number of Units Outstanding, End of Period	--	480	3,737	3,931
Van Kampen UIF Global Franchise, Class II Sub-Account /(4)/				
Accumulation Unit Value, Beginning of Period	\$10.000	\$ 10.000	\$ 11.131	\$ 12.304
Accumulation Unit Value, End of Period	\$10.000	\$ 11.131	\$ 12.304	\$ 14.758
Number of Units Outstanding, End of Period	0	4,885	11,534	23,713
Van Kampen UIF Mid Cap Growth, Class II Sub-Account /(4)/				
Accumulation Unit Value, Beginning of Period	--	--	--	\$ 10.000
Accumulation Unit Value, End of Period	--	--	--	\$ 9.853
Number of Units Outstanding, End of Period	--	--	--	1,041
Van Kampen UIF Small Company Growth, Class II Sub-Account /(4)/				
Accumulation Unit Value, Beginning of Period	\$12.125	\$ 13.621	\$ 15.993	\$ 17.821
Accumulation Unit Value, End of Period	\$13.621	\$ 15.993	\$ 17.821	\$ 19.674
Number of Units Outstanding, End of Period	43	3,787	4,364	4,498

Van Kampen UIF U.S. Mid Cap Value, Class II Sub-Account /(4)/					
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 11.323	\$ 12.535	
Accumulation Unit Value, End of Period	--	\$ 11.323	\$ 12.535	\$ 14.926	
Number of Units Outstanding, End of Period	--	22,127	24,381	26,548	
Van Kampen UIF U.S. Real Estate, Class II Sub-Account /(4)/					
Accumulation Unit Value, Beginning of Period		\$12.657	\$ 14.601	\$ 19.611	\$ 22.602
Accumulation Unit Value, End of Period		\$14.601	\$ 19.611	\$ 22.602	\$ 30.715
Number of Units Outstanding, End of Period		114	27,144	30,274	28,872

(1) Effective May 31, 2007, the STI Classic Capital Appreciation Fund, the STI Classic Large Cap Relative Value Fund, and the STI Classic Mid-Cap Equity Fund will change their names to STI Classic Large Cap Growth Stock Fund, STI Classic Large Cap Core Equity Fund, and STI Classic Mid-Cap Core Equity Fund, respectively.

(2) Effective October 1, 2004, the Putnam VT Health Sciences - Class IB Sub-Account, Putnam VT New Opportunities - Class IB Sub-Account, Putnam VT Research - Class IB Sub-Account and the Putnam VT Utilities Growth and Income - Class IB Sub-Account Portfolios are no longer available for new investments. If you are currently invested in these Variable Sub-Accounts, you may continue your investment. If, prior to October 1, 2004, you enrolled in one of our automatic transaction programs, such as automatic additions, portfolio rebalancing, or dollar cost averaging, we will continue to effect automatic transactions into these Variable Sub-Accounts in accordance with that program. Outside of these automatic transaction programs, additional allocations will not be allowed.

(3) Effective May 1, 2006, the Van Kampen LIT Aggressive Growth, Class II Sub-Account closed to new investments. If you invested in this Variable Sub-Account prior to May 1, 2006, you may continue your investment. If prior to May 1, 2006, you enrolled in one of our automatic transaction programs, such as automatic additions, portfolio rebalancing or dollar cost averaging, we will continue to effect automatic transactions to this Variable Sub-Account in accordance with that program. Outside of these automatic transaction programs, additional allocations will not be allowed.

(4) Morgan Stanley Investment Management Inc., the adviser to the UIF Portfolios, does business in certain instances using the name Van Kampen.

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ALLSTATE ADVISOR CONTRACTS: ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT SINCE CONTRACTS WERE FIRST OFFERED* (WITH THE MAV DEATH BENEFIT OPTION, THE ENHANCED BENEFICIARY PROTECTION (ANNUAL INCREASE) OPTION AND THE EARNINGS PROTECTION DEATH BENEFIT OPTION (AGE 71-79))

*The Contracts and all of the Variable Sub-Accounts were first offered under the Contracts on July 15, 2003, except for the following Variable Sub-Accounts: Van Kampen LIT Money Market, Class II Sub-Account and Van Kampen UIF Global Franchise, Class II Sub-Account which were first offered under the Contracts on December 31, 2003; FTVIP Franklin Income Securities - Class 2 Sub-Account, FTVIP Franklin U.S. Government - Class 2 Sub-Account, Van Kampen LIT Aggressive Growth, Class II Sub-Account, Van Kampen LIT Comstock, Class II Sub-Account, Van Kampen UIF Equity and Income, Class II Sub-Account, Van Kampen UIF Equity Growth, Class II Sub-Account and Van Kampen UIF U.S. Mid Cap Value, Class II Sub-Account which were first offered under the Contracts on May 1, 2004; FTVIP Franklin Large Cap Growth Securities - Class 2 Sub-Account, Lord Abnett Series - All Value Sub-Account, Lord Abnett Series - Bond-Debenture Sub-Account, Lord Abnett Series - Growth and Income Sub-Account, Lord Abnett Series - Growth Opportunities Sub-Account, Lord Abnett Series - Mid-Cap Value Sub-Account and Oppenheimer Core Bond/VA - Service Shares Sub-Account (formerly Oppenheimer Bond/VA) which were first offered under the Contracts on October 1, 2004, and the Fidelity VIP Contrafund(R) - Service Class 2 Sub-Account, Fidelity VIP Freedom 2010 - Service Class 2 Sub-Account, Fidelity VIP Freedom 2020 - Service Class 2 Sub-Account, Fidelity VIP Freedom 2030 - Service Class 2 Sub-Account, Fidelity VIP Freedom Income - Service Class 2 Sub-Account, Fidelity VIP Growth Stock - Service Class 2 Sub-Account, Fidelity VIP Index 500 - Service Class 2 Sub-Account, Fidelity VIP Mid Cap - Service Class 2 Sub-Account, FTVIP Mutual Discovery Securities - Class 2 Sub-Account, and Van Kampen UIF Mid Cap Growth, Class II Sub-Account which were first offered under the Contracts on May 1, 2006. The Accumulation Unit Values in this table reflect a Mortality and Expense Risk Charge of 2.00% and Administrative Expense Charge of 0.19%.

For the Years Beginning January 1* and Ending December 31, 2003 2004 2005 2006

SUB-ACCOUNTS

STI Classic Capital Appreciation Sub-Account /(1)/				
Accumulation Unit Value, Beginning of Period	\$10.000	\$ 10.704	\$ 11.176	\$ 10.834
Accumulation Unit Value, End of Period	\$10.704	\$ 11.176	\$ 10.834	\$ 11.745
Number of Units Outstanding, End of Period	0	0	0	0
STI Classic Large Cap Relative Value Sub-Account/(1)/				
Accumulation Unit Value, Beginning of Period	\$10.000	\$ 11.308	\$ 12.643	\$ 13.483
Accumulation Unit Value, End of Period	\$11.308	\$ 12.643	\$ 13.483	\$ 15.325
Number of Units Outstanding, End of Period	0	0	0	0
STI Classic Large Cap Value Equity Sub-Account				
Accumulation Unit Value, Beginning of Period	\$10.000	\$ 11.215	\$ 12.647	\$ 12.835
Accumulation Unit Value, End of Period	\$11.215	\$ 12.647	\$ 12.835	\$ 15.374
Number of Units Outstanding, End of Period	0	0	0	0
STI Classic Mid-Cap Equity Sub-Account /(1)/				
Accumulation Unit Value, Beginning of Period	\$10.000	\$ 11.390	\$ 13.014	\$ 14.553
Accumulation Unit Value, End of Period	\$11.390	\$ 13.014	\$ 14.553	\$ 15.760
Number of Units Outstanding, End of Period	0	0	0	0
STI Classic Small Cap Value Equity Sub-Account				
Accumulation Unit Value, Beginning of Period	\$10.000	\$ 12.181	\$ 14.796	\$ 16.196
Accumulation Unit Value, End of Period	\$12.181	\$ 14.796	\$ 16.196	\$ 18.393
Number of Units Outstanding, End of Period	0	0	0	0
Fidelity VIP Contrafund(R) - Service Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	--	--	--	\$ 10.000
Accumulation Unit Value, End of Period	--	--	--	\$ 10.228
Number of Units Outstanding, End of Period	--	--	--	0
Fidelity VIP Freedom 2010 - Service Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	--	--	--	\$ 10.000
Accumulation Unit Value, End of Period	--	--	--	\$ 10.419
Number of Units Outstanding, End of Period	--	--	--	0
Fidelity VIP Freedom 2020 - Service Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	--	--	--	\$ 10.000
Accumulation Unit Value, End of Period	--	--	--	\$ 10.448
Number of Units Outstanding, End of Period	--	--	--	0

Fidelity VIP Freedom 2030 - Service Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	--	--	--	\$ 10.000
Accumulation Unit Value, End of Period	--	--	--	\$ 10.457
Number of Units Outstanding, End of Period	--	--	--	0
Fidelity VIP Freedom Income - Service Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	--	--	--	\$ 10.000
Accumulation Unit Value, End of Period	--	--	--	\$ 10.310
Number of Units Outstanding, End of Period	--	--	--	0
Fidelity VIP Growth Stock - Service Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	--	--	--	\$ 10.000
Accumulation Unit Value, End of Period	--	--	--	\$ 9.706
Number of Units Outstanding, End of Period	--	--	--	0
Fidelity VIP Index 500 - Service Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	--	--	--	\$ 10.000
Accumulation Unit Value, End of Period	--	--	--	\$ 10.779
Number of Units Outstanding, End of Period	--	--	--	0
Fidelity VIP Mid Cap - Service Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	--	--	--	\$ 10.000
Accumulation Unit Value, End of Period	--	--	--	\$ 9.838
Number of Units Outstanding, End of Period	--	--	--	0
FTVIP Franklin Growth and Income Securities - Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.784	\$ 13.341	\$ 14.434	\$ 14.615
Accumulation Unit Value, End of Period	\$13.341	\$ 14.434	\$ 14.615	\$ 16.691
Number of Units Outstanding, End of Period	0	0	274	274
FTVIP Franklin Income Securities - Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 11.194	\$ 11.126
Accumulation Unit Value, End of Period	--	\$ 11.194	\$ 11.126	\$ 12.868
Number of Units Outstanding, End of Period	--	0	240	240
FTVIP Franklin Large Cap Growth Securities - Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 10.509	\$ 10.389
Accumulation Unit Value, End of Period	--	\$ 10.509	\$ 10.389	\$ 11.269
Number of Units Outstanding, End of Period	--	0	0	0
FTVIP Franklin Small Cap Value Securities - Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	\$12.436	\$ 14.507	\$ 17.559	\$ 18.682
Accumulation Unit Value, End of Period	\$14.507	\$ 17.559	\$ 18.682	\$ 21.377
Number of Units Outstanding, End of Period	0	0	0	0
FTVIP Franklin U.S. Government - Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 10.211	\$ 10.228
Accumulation Unit Value, End of Period	--	\$ 10.211	\$ 10.228	\$ 10.406
Number of Units Outstanding, End of Period	--	0	0	0
FTVIP Mutual Discovery Securities - Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	--	--	--	\$ 10.000
Accumulation Unit Value, End of Period	--	--	--	\$ 10.974
Number of Units Outstanding, End of Period	--	--	--	0
FTVIP Mutual Shares Securities - Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.363	\$ 12.638	\$ 13.923	\$ 15.057
Accumulation Unit Value, End of Period	\$12.638	\$ 13.923	\$ 15.057	\$ 17.435
Number of Units Outstanding, End of Period	0	0	373	373
FTVIP Templeton Developing Markets Securities - Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	\$13.247	\$ 16.810	\$ 20.505	\$ 25.559
Accumulation Unit Value, End of Period	\$16.810	\$ 20.505	\$ 25.559	\$ 32.024
Number of Units Outstanding, End of Period	0	0	0	0
FTVIP Templeton Foreign Securities - Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.551	\$ 13.547	\$ 15.705	\$ 16.925
Accumulation Unit Value, End of Period	\$13.547	\$ 15.705	\$ 16.925	\$ 20.105
Number of Units Outstanding, End of Period	0	0	170	170

Lord Abbett Series - All Value Sub-Account					
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 10.895	\$ 11.398	
Accumulation Unit Value, End of Period	--	\$ 10.895	\$ 11.398	\$ 12.782	
Number of Units Outstanding, End of Period	--	0	0	0	
Lord Abbett Series - Bond-Debenture Sub-Account					
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 10.347	\$ 10.253	
Accumulation Unit Value, End of Period	--	\$ 10.347	\$ 10.253	\$ 10.965	
Number of Units Outstanding, End of Period	--	0	0	0	
Lord Abbett Series - Growth and Income Sub-Account					
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 10.880	\$ 10.988	
Accumulation Unit Value, End of Period	--	\$ 10.880	\$ 10.988	\$ 12.604	
Number of Units Outstanding, End of Period	--	0	0	0	
Lord Abbett Series - Growth Opportunities Sub-Account					
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 11.127	\$ 11.388	
Accumulation Unit Value, End of Period	--	\$ 11.127	\$ 11.388	\$ 12.018	
Number of Units Outstanding, End of Period	--	0	244	244	
Lord Abbett Series - Mid-Cap Value Sub-Account					
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 11.110	\$ 11.761	
Accumulation Unit Value, End of Period	--	\$ 11.110	\$ 11.761	\$ 12.912	
Number of Units Outstanding, End of Period	--	0	0	0	
Oppenheimer Balanced/VA - Service Shares Sub-Account					
Accumulation Unit Value, Beginning of Period		\$11.984	\$ 13.045	\$ 14.009	\$ 14.206
Accumulation Unit Value, End of Period		\$13.045	\$ 14.009	\$ 14.206	\$ 15.405
Number of Units Outstanding, End of Period		0	0	0	0
Oppenheimer Capital Appreciation/VA - Service Shares Sub-Account					
Accumulation Unit Value, Beginning of Period		\$11.095	\$ 12.248	\$ 12.772	\$ 13.100
Accumulation Unit Value, End of Period		\$12.248	\$ 12.772	\$ 13.100	\$ 13.799
Number of Units Outstanding, End of Period		0	0	208	208
Oppenheimer Core Bond/VA - Service Shares Sub-Account					
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 10.095	\$ 10.105	
Accumulation Unit Value, End of Period	--	\$ 10.095	\$ 10.105	\$ 10.371	
Number of Units Outstanding, End of Period	--	0	0	0	
Oppenheimer Global Securities/VA - Service Shares Sub-Account					
Accumulation Unit Value, Beginning of Period		\$11.756	\$ 14.181	\$ 16.489	\$ 18.397
Accumulation Unit Value, End of Period		\$14.181	\$ 16.489	\$ 18.397	\$ 21.119
Number of Units Outstanding, End of Period		0	0	0	0
Oppenheimer High Income/VA - Service Shares Sub-Account					
Accumulation Unit Value, Beginning of Period		\$12.176	\$ 12.909	\$ 13.729	\$ 13.698
Accumulation Unit Value, End of Period		\$12.909	\$ 13.729	\$ 13.698	\$ 14.636
Number of Units Outstanding, End of Period		0	0	0	0
Oppenheimer Main Street(R)/VA - Service Shares Sub-Account					
Accumulation Unit Value, Beginning of Period		\$11.438	\$ 12.586	\$ 13.437	\$ 13.898
Accumulation Unit Value, End of Period		\$12.586	\$ 13.437	\$ 13.898	\$ 15.601
Number of Units Outstanding, End of Period		0	0	0	0
Oppenheimer Main Street Small Cap(R)/VA - Service Shares Sub-Account					
Accumulation Unit Value, Beginning of Period		\$12.622	\$ 14.608	\$ 17.029	\$ 18.275
Accumulation Unit Value, End of Period		\$14.608	\$ 17.029	\$ 18.275	\$ 20.496
Number of Units Outstanding, End of Period		0	0	242	242
Oppenheimer MidCap/VA - Service Shares Sub-Account					
Accumulation Unit Value, Beginning of Period		\$12.212	\$ 12.344	\$ 14.419	\$ 15.795
Accumulation Unit Value, End of Period		\$12.344	\$ 14.419	\$ 15.795	\$ 15.867
Number of Units Outstanding, End of Period		0	0	0	0
Oppenheimer Strategic Bond/VA - Service Shares Sub-Account					
Accumulation Unit Value, Beginning of Period		\$11.431	\$ 12.091	\$ 12.824	\$ 12.855
Accumulation Unit Value, End of Period		\$12.091	\$ 12.824	\$ 12.855	\$ 13.484
Number of Units Outstanding, End of Period		0	0	0	0

Putnam VT Global Asset Allocation - Class IB Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.565	\$ 12.385	\$ 13.218	\$ 13.831
Accumulation Unit Value, End of Period	\$12.385	\$ 13.218	\$ 13.831	\$ 15.268
Number of Units Outstanding, End of Period	0	0	0	0
Putnam VT Growth and Income - Class IB Sub-Account				
Accumulation Unit Value, Beginning of Period	\$12.196	\$ 13.454	\$ 14.621	\$ 15.050
Accumulation Unit Value, End of Period	\$13.454	\$ 14.621	\$ 15.050	\$ 17.064
Number of Units Outstanding, End of Period	0	0	0	0
Putnam VT Health Sciences - Class IB Sub-Account/(2)/				
Accumulation Unit Value, Beginning of Period	\$10.972	\$ 11.260	\$ 11.798	\$ 13.063
Accumulation Unit Value, End of Period	\$11.260	\$ 11.798	\$ 13.063	\$ 13.135
Number of Units Outstanding, End of Period	0	0	0	0
Putnam VT High Yield - Class IB Sub-Account				
Accumulation Unit Value, Beginning of Period	\$12.383	\$ 13.294	\$ 14.374	\$ 14.495
Accumulation Unit Value, End of Period	\$13.294	\$ 14.374	\$ 14.495	\$ 15.671
Number of Units Outstanding, End of Period	0	0	0	0
Putnam VT Income - Class IB Sub-Account				
Accumulation Unit Value, Beginning of Period	\$10.453	\$ 10.403	\$ 10.626	\$ 10.639
Accumulation Unit Value, End of Period	\$10.403	\$ 10.626	\$ 10.639	\$ 10.877
Number of Units Outstanding, End of Period	0	0	0	0
Putnam VT International Equity - Class IB Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.436	\$ 13.331	\$ 15.151	\$ 16.628
Accumulation Unit Value, End of Period	\$13.331	\$ 15.151	\$ 16.628	\$ 20.774
Number of Units Outstanding, End of Period	0	0	0	0
Putnam VT Investors - Class IB Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.770	\$ 12.942	\$ 14.259	\$ 15.176
Accumulation Unit Value, End of Period	\$12.942	\$ 14.259	\$ 15.176	\$ 16.913
Number of Units Outstanding, End of Period	0	0	0	0
Putnam VT Money Market - Class IB Sub-Account				
Accumulation Unit Value, Beginning of Period	\$ 9.899	\$ 9.815	\$ 9.664	\$ 9.692
Accumulation Unit Value, End of Period	\$ 9.815	\$ 9.664	\$ 9.692	\$ 9.897
Number of Units Outstanding, End of Period	0	0	0	0
Putnam VT New Opportunities - Class IB Sub-Account/(2)/				
Accumulation Unit Value, Beginning of Period	\$12.407	\$ 13.445	\$ 14.506	\$ 15.609
Accumulation Unit Value, End of Period	\$13.445	\$ 14.506	\$ 15.609	\$ 16.574
Number of Units Outstanding, End of Period	0	0	0	0
Putnam VT New Value - Class IB Sub-Account				
Accumulation Unit Value, Beginning of Period	\$12.767	\$ 14.518	\$ 16.391	\$ 16.978
Accumulation Unit Value, End of Period	\$14.518	\$ 16.391	\$ 16.978	\$ 19.267
Number of Units Outstanding, End of Period	0	0	0	0
Putnam VT Research - Class IB Sub-Account/(2)/				
Accumulation Unit Value, Beginning of Period	\$12.022	\$ 13.046	\$ 13.725	\$ 14.098
Accumulation Unit Value, End of Period	\$13.046	\$ 13.725	\$ 14.098	\$ 15.350
Number of Units Outstanding, End of Period	0	0	0	0
Putnam VT The George Putnam Fund of Boston - Class IB Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.424	\$ 12.037	\$ 12.740	\$ 12.960
Accumulation Unit Value, End of Period	\$12.037	\$ 12.740	\$ 12.960	\$ 14.188
Number of Units Outstanding, End of Period	0	0	0	0
Putnam VT Utilities Growth and Income - Class IB Sub-Account/(2)/				
Accumulation Unit Value, Beginning of Period	\$12.696	\$ 14.004	\$ 16.656	\$ 17.690
Accumulation Unit Value, End of Period	\$14.004	\$ 16.656	\$ 17.690	\$ 21.981
Number of Units Outstanding, End of Period	0	0	0	0
Putnam VT Vista - Class IB Sub-Account				
Accumulation Unit Value, Beginning of Period	\$12.478	\$ 13.510	\$ 15.673	\$ 17.194
Accumulation Unit Value, End of Period	\$13.510	\$ 15.673	\$ 17.194	\$ 17.735
Number of Units Outstanding, End of Period	0	0	0	0

Putnam VT Voyager - Class IB Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.594	\$ 12.351	\$ 12.688	\$ 13.118
Accumulation Unit Value, End of Period	\$12.351	\$ 12.688	\$ 13.118	\$ 13.529
Number of Units Outstanding, End of Period	0	0	0	0
Van Kampen LIT Aggressive Growth, Class II Sub-Account/(3)/				
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 11.084	\$ 12.047
Accumulation Unit Value, End of Period	--	\$ 11.084	\$ 12.047	\$ 12.364
Number of Units Outstanding, End of Period	--	0	0	0
Van Kampen LIT Comstock, Class II Sub-Account				
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 11.297	\$ 11.505
Accumulation Unit Value, End of Period	--	\$ 11.297	\$ 11.505	\$ 13.059
Number of Units Outstanding, End of Period	--	0	0	0
Van Kampen LIT Strategic Growth, Class II Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.072	\$ 11.693	\$ 12.212	\$ 12.858
Accumulation Unit Value, End of Period	\$11.693	\$ 12.212	\$ 12.858	\$ 12.907
Number of Units Outstanding, End of Period	0	0	0	0
Van Kampen LIT Growth and Income, Class II Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.823	\$ 13.304	\$ 14.850	\$ 15.937
Accumulation Unit Value, End of Period	\$13.304	\$ 14.850	\$ 15.937	\$ 18.080
Number of Units Outstanding, End of Period	0	0	0	0
Van Kampen LIT Money Market, Class II Sub-Account				
Accumulation Unit Value, Beginning of Period	\$10.000	\$ 10.000	\$ 9.835	\$ 9.854
Accumulation Unit Value, End of Period	\$10.000	\$ 9.835	\$ 9.854	\$ 10.040
Number of Units Outstanding, End of Period	0	0	0	0
Van Kampen UIF Emerging Markets Debt, Class II Sub-Account /(4)/				
Accumulation Unit Value, Beginning of Period	\$12.664	\$ 13.821	\$ 14.881	\$ 16.322
Accumulation Unit Value, End of Period	\$13.821	\$ 14.881	\$ 16.322	\$ 17.691
Number of Units Outstanding, End of Period	0	0	0	0
Van Kampen UIF Equity and Income, Class II Sub-Account /(4)/				
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 10.922	\$ 11.472
Accumulation Unit Value, End of Period	--	\$ 10.922	\$ 11.472	\$ 12.633
Number of Units Outstanding, End of Period	--	0	0	0
Van Kampen UIF Equity Growth, Class II Sub-Account /(4)/				
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 10.694	\$ 12.080
Accumulation Unit Value, End of Period	--	\$ 10.694	\$ 12.080	\$ 12.266
Number of Units Outstanding, End of Period	--	0	0	0
Van Kampen UIF Global Franchise, Class II Sub-Account /(4)/				
Accumulation Unit Value, Beginning of Period	\$10.000	\$ 10.000	\$ 11.030	\$ 12.081
Accumulation Unit Value, End of Period	\$10.000	\$ 11.030	\$ 12.081	\$ 14.359
Number of Units Outstanding, End of Period	0	0	0	0
Van Kampen UIF Mid Cap Growth, Class II Sub-Account/(4)/				
Accumulation Unit Value, Beginning of Period	--	--	--	\$ 10.000
Accumulation Unit Value, End of Period	--	--	--	\$ 9.793
Number of Units Outstanding, End of Period	--	--	--	0
Van Kampen UIF Small Company Growth, Class II Sub-Account /(4)/				
Accumulation Unit Value, Beginning of Period	\$12.103	\$ 13.538	\$ 15.751	\$ 17.392
Accumulation Unit Value, End of Period	\$13.538	\$ 15.751	\$ 17.392	\$ 19.025
Number of Units Outstanding, End of Period	0	0	0	0
Van Kampen UIF U.S. Mid Cap Value, Class II Sub-Account /(4)/				
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 11.254	\$ 12.345
Accumulation Unit Value, End of Period	--	\$ 11.254	\$ 12.345	\$ 14.566
Number of Units Outstanding, End of Period	--	0	0	0
Van Kampen UIF U.S. Real Estate, Class II Sub-Account /(4)/				
Accumulation Unit Value, Beginning of Period	\$12.584	\$ 14.455	\$ 19.239	\$ 21.972
Accumulation Unit Value, End of Period	\$14.455	\$ 19.239	\$ 21.972	\$ 29.588
Number of Units Outstanding, End of Period	0	0	134	134

(1) Effective May 31, 2007, the STI Classic Capital Appreciation Fund, the STI Classic Large Cap Relative Value



(1) Effective May 31, 2007, the STI Classic Capital Appreciation Fund, the STI Classic Large Cap Relative Value

120 PROSPECTUS

ALLSTATE ADVISOR PREFERRED CONTRACTS WITH 5 YEAR WITHDRAWAL CHARGE OPTION:

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT SINCE CONTRACTS WERE FIRST OFFERED* (BASIC CONTRACT)

*The Contracts and all of the Variable Sub-Accounts were first offered under the Contracts on July 15, 2003, except for the following Variable Sub-Accounts: Van Kampen LIT Money Market, Class II Sub-Account and Van Kampen UIF Global Franchise, Class II Sub-Account which were first offered under the Contracts on December 31, 2003; FTVIP Franklin Income Securities - Class 2 Sub-Account, FTVIP Franklin U.S. Government - Class 2 Sub-Account, Van Kampen LIT Aggressive Growth, Class II Sub-Account, Van Kampen LIT Comstock, Class II Sub-Account, Van Kampen UIF Equity and Income, Class II Sub-Account, Van Kampen UIF Equity Growth, Class II Sub-Account and Van Kampen UIF U.S. Mid Cap Value, Class II Sub-Account which were first offered under the Contracts on May 1, 2004; FTVIP Franklin Large Cap Growth Securities - Class 2 Sub-Account, Lord Abbett Series - All Value Sub-Account, Lord Abbett Series - Bond-Debenture Sub-Account, Lord Abbett Series - Growth and Income Sub-Account, Lord Abbett Series - Growth Opportunities Sub-Account, Lord Abbett Series - Mid-Cap Value Sub-Account and Oppenheimer Core Bond/VA - Service Shares Sub-Account (formerly Oppenheimer Bond/VA) which were first offered under the Contracts on October 1, 2004, and the Fidelity VIP Contrafund(R) - Service Class 2 Sub-Account, Fidelity VIP Freedom 2010 - Service Class 2 Sub-Account, Fidelity VIP Freedom 2020 - Service Class 2 Sub-Account, Fidelity VIP Freedom 2030 - Service Class 2 Sub-Account, Fidelity VIP Freedom Income - Service Class 2 Sub-Account, Fidelity VIP Growth Stock - Service Class 2 Sub-Account, Fidelity VIP Index 500 - Service Class 2 Sub-Account, Fidelity VIP Mid Cap - Service Class 2 Sub-Account, FTVIP Mutual Discovery Securities - Class 2 Sub-Account, and Van Kampen UIF Mid Cap Growth, Class II Sub-Account which were first offered under the Contracts on May 1, 2006. The Accumulation Unit Values in this table reflect a Mortality and Expense Risk Charge of 1.40% and Administrative Expense Charge of 0.19%.

For the Years Beginning January 1* and Ending December 31, 2003 2004 2005 2006

SUB-ACCOUNTS

STI Classic Capital Appreciation Sub-Account /(1)/				
Accumulation Unit Value, Beginning of Period	\$10.000	\$ 10.734	\$ 11.277	\$ 10.998
Accumulation Unit Value, End of Period	\$10.734	\$ 11.277	\$ 10.998	\$ 11.996
Number of Units Outstanding, End of Period	4,938	13,882	15,389	12,236
STI Classic Large Cap Relative Value Sub-Account /(1)/				
Accumulation Unit Value, Beginning of Period	\$10.000	\$ 11.341	\$ 12.756	\$ 13.687
Accumulation Unit Value, End of Period	\$11.341	\$ 12.756	\$ 13.687	\$ 15.652
Number of Units Outstanding, End of Period	507	12,800	13,593	14,429
STI Classic Large Cap Value Equity Sub-Account				
Accumulation Unit Value, Beginning of Period	\$10.000	\$ 11.247	\$ 12.761	\$ 13.029
Accumulation Unit Value, End of Period	\$11.247	\$ 12.761	\$ 13.029	\$ 15.703
Number of Units Outstanding, End of Period	0	9,125	9,157	8,998
STI Classic Mid-Cap Equity Sub-Account /(1)/				
Accumulation Unit Value, Beginning of Period	\$10.000	\$ 11.422	\$ 13.131	\$ 14.773
Accumulation Unit Value, End of Period	\$11.422	\$ 13.131	\$ 14.773	\$ 16.097
Number of Units Outstanding, End of Period	0	3,708	3,658	3,668
STI Classic Small Cap Value Equity Sub-Account				
Accumulation Unit Value, Beginning of Period	\$10.000	\$ 12.215	\$ 14.929	\$ 16.441
Accumulation Unit Value, End of Period	\$12.215	\$ 14.929	\$ 16.441	\$ 18.786
Number of Units Outstanding, End of Period	734	6,053	7,215	7,363
Fidelity VIP Contrafund(R) - Service Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	--	--	--	\$ 10.000
Accumulation Unit Value, End of Period	--	--	--	\$ 10.270
Number of Units Outstanding, End of Period	--	--	--	0
Fidelity VIP Freedom 2010 - Service Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	--	--	--	\$ 10.000
Accumulation Unit Value, End of Period	--	--	--	\$ 10.462
Number of Units Outstanding, End of Period	--	--	--	0
Fidelity VIP Freedom 2020 - Service Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	--	--	--	\$ 10.000
Accumulation Unit Value, End of Period	--	--	--	\$ 10.491
Number of Units Outstanding, End of Period	--	--	--	0

Fidelity VIP Freedom 2030 - Service Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	--	--	--	\$ 10.000
Accumulation Unit Value, End of Period	--	--	--	\$ 10.500
Number of Units Outstanding, End of Period	--	--	--	0
Fidelity VIP Freedom Income - Service Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	--	--	--	\$ 10.000
Accumulation Unit Value, End of Period	--	--	--	\$ 10.352
Number of Units Outstanding, End of Period	--	--	--	0
Fidelity VIP Growth Stock - Service Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	--	--	--	\$ 10.000
Accumulation Unit Value, End of Period	--	--	--	\$ 9.746
Number of Units Outstanding, End of Period	--	--	--	0
Fidelity VIP Index 500 - Service Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	--	--	--	\$ 10.000
Accumulation Unit Value, End of Period	--	--	--	\$ 10.824
Number of Units Outstanding, End of Period	--	--	--	672
Fidelity VIP Mid Cap - Service Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	--	--	--	\$ 10.000
Accumulation Unit Value, End of Period	--	--	--	\$ 9.879
Number of Units Outstanding, End of Period	--	--	--	341
FTVIP Franklin Growth and Income Securities - Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.825	\$ 13.425	\$ 14.614	\$ 14.888
Accumulation Unit Value, End of Period	\$13.425	14.614	\$ 14.888	\$ 17.107
Number of Units Outstanding, End of Period	2,690	18,565	27,125	27,070
FTVIP Franklin Income Securities - Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 11.240	\$ 11.240
Accumulation Unit Value, End of Period	--	\$ 11.240	\$ 11.240	\$ 13.079
Number of Units Outstanding, End of Period	--	224	7,312	15,839
FTVIP Franklin Large Cap Growth Securities - Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 10.525	\$ 10.468
Accumulation Unit Value, End of Period	--	\$ 10.525	\$ 10.468	\$ 11.425
Number of Units Outstanding, End of Period	--	388	1,445	2,766
FTVIP Franklin Small Cap Value Securities - Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	\$12.479	\$ 14.599	\$ 17.778	\$ 19.031
Accumulation Unit Value, End of Period	\$14.599	\$ 17.778	\$ 19.031	\$ 21.909
Number of Units Outstanding, End of Period	557	2,528	2,821	3,038
FTVIP Franklin U.S. Government - Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 10.253	\$ 10.333
Accumulation Unit Value, End of Period	--	\$ 10.253	\$ 10.333	\$ 10.577
Number of Units Outstanding, End of Period	--	0	321	718
FTVIP Mutual Discovery Securities - Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	--	--	--	\$ 10.000
Accumulation Unit Value, End of Period	--	--	--	\$ 11.019
Number of Units Outstanding, End of Period	--	--	--	316
FTVIP Mutual Shares Securities - Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.402	\$ 12.718	\$ 14.097	\$ 15.338
Accumulation Unit Value, End of Period	\$12.718	\$ 14.097	\$ 15.338	\$ 17.869
Number of Units Outstanding, End of Period	6,143	22,288	28,316	26,607
FTVIP Templeton Developing Markets Securities - Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	\$13.293	\$ 16.917	\$ 20.762	\$ 26.037
Accumulation Unit Value, End of Period	\$16.917	\$ 20.762	\$ 26.037	\$ 32.822
Number of Units Outstanding, End of Period	37	164	822	964
FTVIP Templeton Foreign Securities - Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.591	\$ 13.633	\$ 15.902	\$ 17.241
Accumulation Unit Value, End of Period	\$13.633	\$ 15.902	\$ 17.241	\$ 20.606
Number of Units Outstanding, End of Period	1,488	6,270	10,083	8,674

Lord Abbett Series - All Value Sub-Account					
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 10.912	\$ 11.485	
Accumulation Unit Value, End of Period	--	\$ 10.912	\$ 11.485	\$ 12.958	
Number of Units Outstanding, End of Period	--	0	0	0	
Lord Abbett Series - Bond-Debenture Sub-Account					
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 10.363	\$ 10.332	
Accumulation Unit Value, End of Period	--	\$ 10.363	\$ 10.332	\$ 11.116	
Number of Units Outstanding, End of Period	--	0	0	0	
Lord Abbett Series - Growth and Income Sub-Account					
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 10.896	\$ 11.072	
Accumulation Unit Value, End of Period	--	\$ 10.896	\$ 11.072	\$ 12.778	
Number of Units Outstanding, End of Period	--	0	1,404	5,397	
Lord Abbett Series - Growth Opportunities Sub-Account					
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 11.144	\$ 11.475	
Accumulation Unit Value, End of Period	--	\$ 11.144	\$ 11.475	\$ 12.184	
Number of Units Outstanding, End of Period	--	0	348	330	
Lord Abbett Series - Mid-Cap Value Sub-Account					
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 11.127	\$ 11.851	
Accumulation Unit Value, End of Period	--	\$ 11.127	\$ 11.851	\$ 13.090	
Number of Units Outstanding, End of Period	--	471	733	1,548	
Oppenheimer Balanced/VA - Service Shares Sub-Account					
Accumulation Unit Value, Beginning of Period		\$12.026	\$ 13.128	\$ 14.184	\$ 14.472
Accumulation Unit Value, End of Period		\$13.128	\$ 14.184	\$ 14.472	\$ 15.789
Number of Units Outstanding, End of Period		130	1,256	1,271	1,688
Oppenheimer Capital Appreciation/VA - Service Shares Sub-Account					
Accumulation Unit Value, Beginning of Period		\$11.109	\$ 12.298	\$ 12.903	\$ 13.316
Accumulation Unit Value, End of Period		\$12.298	\$ 12.903	\$ 13.316	\$ 14.111
Number of Units Outstanding, End of Period		154	1,320	7,204	10,257
Oppenheimer Core Bond/VA - Service Shares Sub-Account					
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 10.110	\$ 10.182	
Accumulation Unit Value, End of Period	--	\$ 10.110	\$ 10.182	\$ 10.515	
Number of Units Outstanding, End of Period	--	0	0	0	
Oppenheimer Global Securities/VA - Service Shares Sub-Account					
Accumulation Unit Value, Beginning of Period		\$11.797	\$ 14.270	\$ 16.695	\$ 18.740
Accumulation Unit Value, End of Period		\$14.270	\$ 16.695	\$ 18.740	\$ 21.645
Number of Units Outstanding, End of Period		1,014	4,200	3,992	4,069
Oppenheimer High Income/VA - Service Shares Sub-Account					
Accumulation Unit Value, Beginning of Period		\$12.219	\$ 12.991	\$ 13.901	\$ 13.955
Accumulation Unit Value, End of Period		\$12.991	\$ 13.901	\$ 13.955	\$ 15.000
Number of Units Outstanding, End of Period		91	8,566	8,879	8,878
Oppenheimer Main Street(R)/VA - Service Shares Sub-Account					
Accumulation Unit Value, Beginning of Period		\$11.478	\$ 12.666	\$ 13.604	\$ 14.157
Accumulation Unit Value, End of Period		\$12.666	\$ 13.604	\$ 14.157	\$ 15.989
Number of Units Outstanding, End of Period		4,343	16,760	15,793	15,738
Oppenheimer Main Street Small Cap(R)/VA - Service Shares Sub-Account					
Accumulation Unit Value, Beginning of Period		\$12.666	\$ 14.701	\$ 17.242	\$ 18.617
Accumulation Unit Value, End of Period		\$14.701	\$ 17.242	\$ 18.617	\$ 21.007
Number of Units Outstanding, End of Period		2,342	4,241	4,382	4,280
Oppenheimer MidCap/VA - Service Shares Sub-Account					
Accumulation Unit Value, Beginning of Period		\$12.254	\$ 12.422	\$ 14.600	\$ 16.090
Accumulation Unit Value, End of Period		\$12.422	\$ 14.600	\$ 16.090	\$ 16.263
Number of Units Outstanding, End of Period		146	525	321	359
Oppenheimer Strategic Bond/VA - Service Shares Sub-Account					
Accumulation Unit Value, Beginning of Period		\$11.470	\$ 12.168	\$ 12.984	\$ 13.095
Accumulation Unit Value, End of Period		\$12.168	\$ 12.984	\$ 13.095	\$ 13.820
Number of Units Outstanding, End of Period		2,645	16,170	24,924	27,170

Putnam VT Global Asset Allocation - Class IB Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.605	\$ 12.464	\$ 13.383	\$ 14.089
Accumulation Unit Value, End of Period	\$12.464	\$ 13.383	\$ 14.089	\$ 15.649
Number of Units Outstanding, End of Period	0	0	0	135
Putnam VT Growth and Income - Class IB Sub-Account				
Accumulation Unit Value, Beginning of Period	\$12.239	\$ 13.539	\$ 14.804	\$ 15.331
Accumulation Unit Value, End of Period	\$13.539	\$ 14.804	\$ 15.331	\$ 17.489
Number of Units Outstanding, End of Period	0	2,410	2,503	2,931
Putnam VT Health Sciences - Class IB Sub-Account/(2)/				
Accumulation Unit Value, Beginning of Period	\$11.010	\$ 11.331	\$ 11.945	\$ 13.308
Accumulation Unit Value, End of Period	\$11.331	\$ 11.945	\$ 13.308	\$ 13.462
Number of Units Outstanding, End of Period	284	4,700	4,406	3,896
Putnam VT High Yield - Class IB Sub-Account				
Accumulation Unit Value, Beginning of Period	\$12.426	\$ 13.378	\$ 14.554	\$ 14.766
Accumulation Unit Value, End of Period	\$13.378	\$ 14.554	\$ 14.766	\$ 16.062
Number of Units Outstanding, End of Period	63	2,312	4,720	5,442
Putnam VT Income - Class IB Sub-Account				
Accumulation Unit Value, Beginning of Period	\$10.490	\$ 10.469	\$ 10.759	\$ 10.838
Accumulation Unit Value, End of Period	\$10.469	\$ 10.759	\$ 10.838	\$ 11.149
Number of Units Outstanding, End of Period	0	1,134	1,226	1,508
Putnam VT International Equity - Class IB Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.475	\$ 13.416	\$ 15.341	\$ 16.939
Accumulation Unit Value, End of Period	\$13.416	\$ 15.341	\$ 16.939	\$ 21.291
Number of Units Outstanding, End of Period	0	550	1,530	1,929
Putnam VT Investors - Class IB Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.811	\$ 13.024	\$ 14.437	\$ 15.460
Accumulation Unit Value, End of Period	\$13.024	\$ 14.437	\$ 15.460	\$ 17.334
Number of Units Outstanding, End of Period	2,390	2,334	2,339	609
Putnam VT Money Market - Class IB Sub-Account				
Accumulation Unit Value, Beginning of Period	\$ 9.934	\$ 9.878	\$ 9.785	\$ 9.873
Accumulation Unit Value, End of Period	\$ 9.878	\$ 9.785	\$ 9.873	\$ 10.144
Number of Units Outstanding, End of Period	0	9,403	10,956	13,441
Putnam VT New Opportunities - Class IB Sub-Account/(2)/				
Accumulation Unit Value, Beginning of Period	\$12.450	\$ 13.530	\$ 14.687	\$ 15.900
Accumulation Unit Value, End of Period	\$13.530	\$ 14.687	\$ 15.900	\$ 16.987
Number of Units Outstanding, End of Period	460	2,148	2,096	624
Putnam VT New Value - Class IB Sub-Account				
Accumulation Unit Value, Beginning of Period	\$12.811	\$ 14.610	\$ 16.596	\$ 17.296
Accumulation Unit Value, End of Period	\$14.610	\$ 16.596	\$ 17.296	\$ 19.747
Number of Units Outstanding, End of Period	0	0	728	719
Putnam VT Research - Class IB Sub-Account/(2)/				
Accumulation Unit Value, Beginning of Period	\$12.064	\$ 13.126	\$ 13.896	\$ 14.361
Accumulation Unit Value, End of Period	\$13.128	\$ 13.896	\$ 14.361	\$ 15.733
Number of Units Outstanding, End of Period	0	6,467	6,545	6,668
Putnam VT The George Putnam Fund of Boston - Class IB Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.464	\$ 12.113	\$ 12.899	\$ 13.202
Accumulation Unit Value, End of Period	\$12.113	\$ 12.899	\$ 13.202	\$ 14.542
Number of Units Outstanding, End of Period	2,559	2,503	3,277	596
Putnam VT Utilities Growth and Income - Class IB Sub-Account/(2)/				
Accumulation Unit Value, Beginning of Period	\$12.740	\$ 14.093	\$ 16.864	\$ 18.020
Accumulation Unit Value, End of Period	\$14.093	\$ 16.864	\$ 18.020	\$ 22.529
Number of Units Outstanding, End of Period	189	4,857	4,744	4,211
Putnam VT Vista - Class IB Sub-Account				
Accumulation Unit Value, Beginning of Period	\$12.521	\$ 13.596	\$ 15.869	\$ 17.515
Accumulation Unit Value, End of Period	\$13.596	\$ 15.869	\$ 17.515	\$ 18.177
Number of Units Outstanding, End of Period	710	1,167	997	1,303

Putnam VT Voyager - Class IB Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.635	\$ 12.429	\$ 12.847	\$ 13.363
Accumulation Unit Value, End of Period	\$12.429	\$ 12.847	\$ 13.363	\$ 13.866
Number of Units Outstanding, End of Period	2,969	3,768	3,742	1,947
Van Kampen LIT Aggressive Growth, Class II Sub-Account/(3)/				
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 11.130	\$ 12.171
Accumulation Unit Value, End of Period	--	\$ 11.130	\$ 12.171	\$ 12.567
Number of Units Outstanding, End of Period	--	0	0	0
Van Kampen LIT Comstock, Class II Sub-Account				
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 11.343	\$ 11.622
Accumulation Unit Value, End of Period	--	\$ 11.343	\$ 11.622	\$ 13.273
Number of Units Outstanding, End of Period	--	0	0	0
Van Kampen LIT Strategic Growth, Class II Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.111	\$ 11.767	\$ 12.365	\$ 13.098
Accumulation Unit Value, End of Period	\$11.767	\$ 12.365	\$ 13.098	\$ 13.229
Number of Units Outstanding, End of Period	0	1,047	1,045	1,518
Van Kampen LIT Growth and Income, Class II Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.864	\$ 13.388	\$ 15.035	\$ 16.235
Accumulation Unit Value, End of Period	\$13.388	\$ 15.035	\$ 16.235	\$ 18.530
Number of Units Outstanding, End of Period	0	615	615	615
Van Kampen LIT Money Market, Class II Sub-Account				
Accumulation Unit Value, Beginning of Period	\$10.000	\$ 10.000	\$ 9.895	\$ 9.975
Accumulation Unit Value, End of Period	\$10.000	\$ 9.895	\$ 9.975	\$ 10.226
Number of Units Outstanding, End of Period	0	12,369	13,259	14,072
Van Kampen UIF Emerging Markets Debt, Class II Sub-Account /(4)/				
Accumulation Unit Value, Beginning of Period	\$12.708	\$ 13.908	\$ 15.067	\$ 16.627
Accumulation Unit Value, End of Period	\$13.908	\$ 15.067	\$ 16.627	\$ 18.131
Number of Units Outstanding, End of Period	0	2,517	3,722	4,727
Van Kampen UIF Equity and Income, Class II Sub-Account /(4)/				
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 10.967	\$ 11.589
Accumulation Unit Value, End of Period	--	\$ 10.967	\$ 11.589	\$ 12.840
Number of Units Outstanding, End of Period	--	1,674	1,657	1,652
Van Kampen UIF Equity Growth, Class II Sub-Account /(4)/				
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 10.738	\$ 12.203
Accumulation Unit Value, End of Period	--	\$ 10.738	\$ 12.203	\$ 12.468
Number of Units Outstanding, End of Period	--	0	0	0
Van Kampen UIF Global Franchise, Class II Sub-Account /(4)/				
Accumulation Unit Value, Beginning of Period	\$10.000	\$ 10.000	\$ 11.098	\$ 12.230
Accumulation Unit Value, End of Period	\$10.000	\$ 11.098	\$ 12.230	\$ 14.625
Number of Units Outstanding, End of Period	0	0	285	284
Van Kampen UIF Mid Cap Growth, Class II Sub-Account /(4)/				
Accumulation Unit Value, Beginning of Period	--	--	--	\$ 10.000
Accumulation Unit Value, End of Period	--	--	--	\$ 9.833
Number of Units Outstanding, End of Period	--	--	--	0
Van Kampen UIF Small Company Growth, Class II Sub-Account /(4)/				
Accumulation Unit Value, Beginning of Period	\$12.118	\$ 13.593	\$ 15.912	\$ 17.677
Accumulation Unit Value, End of Period	\$13.593	\$ 15.912	\$ 17.677	\$ 19.456
Number of Units Outstanding, End of Period	0	604	604	604
Van Kampen UIF U.S. Mid Cap Value, Class II Sub-Account /(4)/				
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 11.300	\$ 12.472
Accumulation Unit Value, End of Period	--	\$ 11.300	\$ 12.472	\$ 14.805
Number of Units Outstanding, End of Period	--	1,625	1,539	1,745
Van Kampen UIF U.S. Real Estate, Class II Sub-Account /(4)/				
Accumulation Unit Value, Beginning of Period	\$12.628	\$ 14.547	\$ 19.479	\$ 22.382
Accumulation Unit Value, End of Period	\$14.547	\$ 19.479	\$ 22.382	\$ 30.325
Number of Units Outstanding, End of Period	617	7,305	7,506	6,148

(1) Effective May 31, 2007, the STI Classic Capital Appreciation Fund, the STI Classic Large Cap Relative Value



(1) Effective May 31, 2007, the STI Classic Capital Appreciation Fund, the STI Classic Large Cap Relative Value

126 PROSPECTUS

ALLSTATE ADVISOR PREFERRED CONTRACTS WITH 5 YEAR WITHDRAWAL CHARGE OPTION:

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT SINCE CONTRACTS WERE FIRST OFFERED* (WITH THE MAV DEATH BENEFIT OPTION, THE ENHANCED BENEFICIARY PROTECTION (ANNUAL INCREASE) OPTION AND THE EARNINGS PROTECTION DEATH BENEFIT OPTION (AGE 71-79))

*The Contracts and all of the Variable Sub-Accounts were first offered under the Contracts on July 15, 2003, except for the following Variable Sub-Accounts: Van Kampen LIT Money Market, Class II Sub-Account and Van Kampen UIF Global Franchise, Class II Sub-Account which were first offered under the Contracts on December 31, 2003; FTVIP Franklin Income Securities - Class 2 Sub-Account, FTVIP Franklin U.S. Government - Class 2 Sub-Account, Van Kampen LIT Aggressive Growth, Class II Sub-Account, Van Kampen LIT Comstock, Class II Sub-Account, Van Kampen UIF Equity and Income, Class II Sub-Account, Van Kampen UIF Equity Growth, Class II Sub-Account and Van Kampen UIF U.S. Mid Cap Value, Class II Sub-Account which were first offered under the Contracts on May 1, 2004; FTVIP Franklin Large Cap Growth Securities - Class 2 Sub-Account, Lord Abbett Series - All Value Sub-Account, Lord Abbett Series - Bond-Debenture Sub-Account, Lord Abbett Series - Growth and Income Sub-Account, Lord Abbett Series - Growth Opportunities Sub-Account, Lord Abbett Series - Mid-Cap Value Sub-Account and Oppenheimer Core Bond/VA - Service Shares Sub-Account (formerly Oppenheimer Bond/VA) which were first offered under the Contracts on October 1, 2004, and the Fidelity VIP Contrafund(R) - Service Class 2 Sub-Account, Fidelity VIP Freedom 2010 - Service Class 2 Sub-Account, Fidelity VIP Freedom 2020 - Service Class 2 Sub-Account, Fidelity VIP Freedom 2030 - Service Class 2 Sub-Account, Fidelity VIP Freedom Income - Service Class 2 Sub-Account, Fidelity VIP Growth Stock - Service Class 2 Sub-Account, Fidelity VIP Index 500 - Service Class 2 Sub-Account, Fidelity VIP Mid Cap - Service Class 2 Sub-Account, FTVIP Mutual Discovery Securities - Class 2 Sub-Account, and Van Kampen UIF Mid Cap Growth, Class II Sub-Account which were first offered under the Contracts on May 1, 2006. The Accumulation Unit Values in this table reflect a Mortality and Expense Risk Charge of 2.30% and Administrative Expense Charge of 0.19%.

For the Years Beginning January 1* and Ending December 31, 2003 2004 2005 2006

SUB-ACCOUNTS

STI Classic Capital Appreciation Sub-Account /(1)/					
Accumulation Unit Value, Beginning of Period	\$10.000	\$ 10.689	\$ 11.126	\$ 10.753	
Accumulation Unit Value, End of Period	\$10.689	\$ 11.126	\$ 10.753	\$ 11.621	
Number of Units Outstanding, End of Period	0	0	0	0	
STI Classic Large Cap Relative Value Sub-Account /(1)/					
Accumulation Unit Value, Beginning of Period	\$10.000	\$ 11.292	\$ 12.586	\$ 13.382	
Accumulation Unit Value, End of Period	\$11.292	\$ 12.586	\$ 13.382	\$ 15.163	
Number of Units Outstanding, End of Period	0	0	0	0	
STI Classic Large Cap Value Equity Sub-Account					
Accumulation Unit Value, Beginning of Period	\$10.000	\$ 11.199	\$ 12.590	\$ 12.738	
Accumulation Unit Value, End of Period	\$11.199	\$ 12.590	\$ 12.738	\$ 15.212	
Number of Units Outstanding, End of Period	0	0	0	0	
STI Classic Mid-Cap Equity Sub-Account /(1)/					
Accumulation Unit Value, Beginning of Period	\$10.000	\$ 11.374	\$ 12.956	\$ 14.443	
Accumulation Unit Value, End of Period	\$11.374	\$ 12.956	\$ 14.443	\$ 15.594	
Number of Units Outstanding, End of Period	0	0	0	0	
STI Classic Small Cap Value Equity Sub-Account					
Accumulation Unit Value, Beginning of Period	\$10.000	\$ 12.164	\$ 14.730	\$ 16.074	
Accumulation Unit Value, End of Period	\$12.164	\$ 14.730	\$ 16.074	\$ 18.199	
Number of Units Outstanding, End of Period	0	0	0	0	
Fidelity VIP Contrafund(R) - Service Class 2 Sub-Account					
Accumulation Unit Value, Beginning of Period	--	--	--	\$ 10.000	
Accumulation Unit Value, End of Period	--	--	--	\$ 10.207	
Number of Units Outstanding, End of Period	--	--	--	0	
Fidelity VIP Freedom 2010 - Service Class 2 Sub-Account					
Accumulation Unit Value, Beginning of Period	--	--	--	\$ 10.000	
Accumulation Unit Value, End of Period	--	--	--	\$ 10.397	
Number of Units Outstanding, End of Period	--	--	--	0	

Fidelity VIP Freedom 2020 - Service Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	--	--	--	\$ 10.000
Accumulation Unit Value, End of Period	--	--	--	\$ 10.427
Number of Units Outstanding, End of Period	--	--	--	0
Fidelity VIP Freedom 2030 - Service Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	--	--	--	\$ 10.000
Accumulation Unit Value, End of Period	--	--	--	\$ 10.436
Number of Units Outstanding, End of Period	--	--	--	0
Fidelity VIP Freedom Income - Service Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	--	--	--	\$ 10.000
Accumulation Unit Value, End of Period	--	--	--	\$ 10.289
Number of Units Outstanding, End of Period	--	--	--	0
Fidelity VIP Growth Stock - Service Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	--	--	--	\$ 10.000
Accumulation Unit Value, End of Period	--	--	--	\$ 9.686
Number of Units Outstanding, End of Period	--	--	--	0
Fidelity VIP Index 500 - Service Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	--	--	--	\$ 10.000
Accumulation Unit Value, End of Period	--	--	--	\$ 10.757
Number of Units Outstanding, End of Period	--	--	--	0
Fidelity VIP Mid Cap - Service Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	--	--	--	\$ 10.000
Accumulation Unit Value, End of Period	--	--	--	\$ 9.818
Number of Units Outstanding, End of Period	--	--	--	0
FTVIP Franklin Growth and Income Securities - Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.757	\$ 13.292	\$ 14.336	\$ 14.472
Accumulation Unit Value, End of Period	\$13.292	\$ 14.336	\$ 14.472	\$ 16.477
Number of Units Outstanding, End of Period	0	0	0	0
FTVIP Franklin Income Securities - Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 11.171	\$ 11.069
Accumulation Unit Value, End of Period	--	\$ 11.171	\$ 11.069	\$ 12.763
Number of Units Outstanding, End of Period	--	0	0	0
FTVIP Franklin Large Cap Growth Securities - Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 10.501	\$ 10.349
Accumulation Unit Value, End of Period	--	\$ 10.501	\$ 10.349	\$ 11.192
Number of Units Outstanding, End of Period	--	0	0	0
FTVIP Franklin Small Cap Value Securities - Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	\$12.408	\$ 14.453	\$ 17.440	\$ 18.498
Accumulation Unit Value, End of Period	\$14.453	\$ 17.440	\$ 18.498	\$ 21.102
Number of Units Outstanding, End of Period	0	0	0	0
FTVIP Franklin U.S. Government - Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 10.190	\$ 10.176
Accumulation Unit Value, End of Period	--	\$ 10.190	\$ 10.176	\$ 10.322
Number of Units Outstanding, End of Period	--	0	0	0
FTVIP Mutual Discovery Securities - Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	--	--	--	\$ 10.000
Accumulation Unit Value, End of Period	--	--	--	\$ 10.951
Number of Units Outstanding, End of Period	--	--	--	0
FTVIP Mutual Shares Securities - Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.337	\$ 12.591	\$ 13.829	\$ 14.909
Accumulation Unit Value, End of Period	\$12.591	\$ 13.829	\$ 14.909	\$ 17.211
Number of Units Outstanding, End of Period	0	0	0	0
FTVIP Templeton Developing Markets Securities - Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	\$13.217	\$ 16.748	\$ 20.367	\$ 25.309
Accumulation Unit Value, End of Period	\$16.748	\$ 20.367	\$ 25.309	\$ 31.613
Number of Units Outstanding, End of Period	0	0	0	0

FTVIP Templeton Foreign Securities - Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.525	\$ 13.497	\$ 15.599	\$ 16.759
Accumulation Unit Value, End of Period	\$13.497	\$ 15.599	\$ 16.759	\$ 19.847
Number of Units Outstanding, End of Period	0	0	0	0
Lord Abbett Series - All Value Sub-Account				
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 10.887	\$ 11.355
Accumulation Unit Value, End of Period	--	\$ 10.887	\$ 11.355	\$ 12.694
Number of Units Outstanding, End of Period	--	0	0	0
Lord Abbett Series - Bond-Debenture Sub-Account				
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 10.339	\$ 10.214
Accumulation Unit Value, End of Period	--	\$ 10.339	\$ 10.214	\$ 10.890
Number of Units Outstanding, End of Period	--	0	0	0
Lord Abbett Series - Growth and Income Sub-Account				
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 10.871	\$ 10.946
Accumulation Unit Value, End of Period	--	\$ 10.871	\$ 10.946	\$ 12.518
Number of Units Outstanding, End of Period	--	0	0	0
Lord Abbett Series - Growth Opportunities Sub-Account				
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 11.119	\$ 11.344
Accumulation Unit Value, End of Period	--	\$ 11.119	\$ 11.344	\$ 11.936
Number of Units Outstanding, End of Period	--	0	0	0
Lord Abbett Series - Mid-Cap Value Sub-Account				
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 11.102	\$ 11.716
Accumulation Unit Value, End of Period	--	\$ 11.102	\$ 11.716	\$ 12.823
Number of Units Outstanding, End of Period	--	0	0	0
Oppenheimer Balanced/VA - Service Shares Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.957	\$ 12.997	\$ 13.914	\$ 14.067
Accumulation Unit Value, End of Period	\$12.997	\$ 13.914	\$ 14.067	\$ 15.207
Number of Units Outstanding, End of Period	0	0	0	0
Oppenheimer Capital Appreciation/VA - Service Shares Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.088	\$ 12.222	\$ 12.707	\$ 12.994
Accumulation Unit Value, End of Period	\$12.222	\$ 12.707	\$ 12.994	\$ 13.644
Number of Units Outstanding, End of Period	0	0	0	0
Oppenheimer Core Bond/VA - Service Shares Sub-Account				
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 10.087	\$ 10.066
Accumulation Unit Value, End of Period	--	\$ 10.087	\$ 10.066	\$ 10.300
Number of Units Outstanding, End of Period	--	0	0	0
Oppenheimer Global Securities/VA - Service Shares Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.729	\$ 14.128	\$ 16.377	\$ 18.216
Accumulation Unit Value, End of Period	\$14.128	\$ 16.377	\$ 18.216	\$ 20.848
Number of Units Outstanding, End of Period	0	0	0	0
Oppenheimer High Income/VA - Service Shares Sub-Account				
Accumulation Unit Value, Beginning of Period	\$12.149	\$ 12.861	\$ 13.636	\$ 13.564
Accumulation Unit Value, End of Period	\$12.861	\$ 13.636	\$ 13.564	\$ 14.448
Number of Units Outstanding, End of Period	0	0	0	0
Oppenheimer Main Street(R)/VA - Service Shares Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.412	\$ 12.540	\$ 13.346	\$ 13.761
Accumulation Unit Value, End of Period	\$12.540	\$ 13.346	\$ 13.761	\$ 15.400
Number of Units Outstanding, End of Period	0	0	0	0
Oppenheimer Main Street Small Cap(R)/VA - Service Shares Sub-Account				
Accumulation Unit Value, Beginning of Period	\$12.594	\$ 14.554	\$ 16.914	\$ 18.096
Accumulation Unit Value, End of Period	\$14.554	\$ 16.914	\$ 18.096	\$ 20.234
Number of Units Outstanding, End of Period	0	0	0	0
Oppenheimer MidCap/VA - Service Shares Sub-Account				
Accumulation Unit Value, Beginning of Period	\$12.184	\$ 12.298	\$ 14.322	\$ 15.640
Accumulation Unit Value, End of Period	\$12.298	\$ 14.322	\$ 15.640	\$ 15.664
Number of Units Outstanding, End of Period	0	0	0	0

Oppenheimer Strategic Bond/VA - Service Shares Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.404	\$ 12.046	\$ 12.737	\$ 12.729
Accumulation Unit Value, End of Period	\$12.046	\$ 12.737	\$ 12.729	\$ 13.310
Number of Units Outstanding, End of Period	0	0	0	0
Putnam VT Global Asset Allocation - Class IB Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.538	\$ 12.339	\$ 13.128	\$ 13.695
Accumulation Unit Value, End of Period	\$12.339	\$ 13.128	\$ 13.695	\$ 15.072
Number of Units Outstanding, End of Period	0	0	0	0
Putnam VT Growth and Income - Class IB Sub-Account				
Accumulation Unit Value, Beginning of Period	\$12.168	\$ 13.404	\$ 14.522	\$ 14.902
Accumulation Unit Value, End of Period	\$13.404	\$ 14.522	\$ 14.902	\$ 16.845
Number of Units Outstanding, End of Period	0	0	0	0
Putnam VT Health Sciences - Class IB Sub-Account/(2)/				
Accumulation Unit Value, Beginning of Period	\$10.947	\$ 11.218	\$ 11.718	\$ 12.935
Accumulation Unit Value, End of Period	\$11.218	\$ 11.718	\$ 12.935	\$ 12.966
Number of Units Outstanding, End of Period	0	0	0	0
Putnam VT High Yield - Class IB Sub-Account				
Accumulation Unit Value, Beginning of Period	\$12.355	\$ 13.245	\$ 14.277	\$ 14.353
Accumulation Unit Value, End of Period	\$13.245	\$ 14.277	\$ 14.353	\$ 15.470
Number of Units Outstanding, End of Period	0	0	0	0
Putnam VT Income - Class IB Sub-Account				
Accumulation Unit Value, Beginning of Period	\$10.429	\$ 10.364	\$ 10.554	\$ 10.535
Accumulation Unit Value, End of Period	\$10.364	\$ 10.554	\$ 10.535	\$ 10.738
Number of Units Outstanding, End of Period	0	0	0	0
Putnam VT International Equity - Class IB Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.410	\$ 13.282	\$ 15.049	\$ 16.465
Accumulation Unit Value, End of Period	\$13.282	\$ 15.049	\$ 16.465	\$ 20.507
Number of Units Outstanding, End of Period	0	0	0	0
Putnam VT Investors - Class IB Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.743	\$ 12.894	\$ 14.163	\$ 15.027
Accumulation Unit Value, End of Period	\$12.894	\$ 14.163	\$ 15.027	\$ 16.696
Number of Units Outstanding, End of Period	0	0	0	0
Putnam VT Money Market - Class IB Sub-Account				
Accumulation Unit Value, Beginning of Period	\$ 9.877	\$ 9.779	\$ 9.598	\$ 9.597
Accumulation Unit Value, End of Period	\$ 9.779	\$ 9.598	\$ 9.597	\$ 9.770
Number of Units Outstanding, End of Period	0	0	0	0
Putnam VT New Opportunities - Class IB Sub-Account/(2)/				
Accumulation Unit Value, Beginning of Period	\$12.378	\$ 13.395	\$ 14.408	\$ 15.456
Accumulation Unit Value, End of Period	\$13.395	\$ 14.408	\$ 15.456	\$ 16.362
Number of Units Outstanding, End of Period	0	0	0	0
Putnam VT New Value - Class IB Sub-Account				
Accumulation Unit Value, Beginning of Period	\$12.738	\$ 14.464	\$ 16.280	\$ 16.812
Accumulation Unit Value, End of Period	\$14.464	\$ 16.280	\$ 16.812	\$ 19.020
Number of Units Outstanding, End of Period	0	0	0	0
Putnam VT Research - Class IB Sub-Account/(2)/				
Accumulation Unit Value, Beginning of Period	\$11.995	\$ 12.997	\$ 13.632	\$ 13.960
Accumulation Unit Value, End of Period	\$12.997	\$ 13.632	\$ 13.960	\$ 15.153
Number of Units Outstanding, End of Period	0	0	0	0
Putnam VT The George Putnam Fund of Boston - Class IB Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.398	\$ 11.992	\$ 12.654	\$ 12.833
Accumulation Unit Value, End of Period	\$11.992	\$ 12.654	\$ 12.833	\$ 14.006
Number of Units Outstanding, End of Period	0	0	0	0
Putnam VT Utilities Growth and Income - Class IB Sub-Account/(2)/				
Accumulation Unit Value, Beginning of Period	\$12.667	\$ 13.952	\$ 16.543	\$ 17.516
Accumulation Unit Value, End of Period	\$13.952	\$ 16.543	\$ 17.516	\$ 21.699
Number of Units Outstanding, End of Period	0	0	0	0

Putnam VT Vista - Class IB Sub-Account				
Accumulation Unit Value, Beginning of Period	\$12.449	\$ 13.460	\$ 15.567	\$ 17.025
Accumulation Unit Value, End of Period	\$13.460	\$ 15.567	\$ 17.025	\$ 17.507
Number of Units Outstanding, End of Period	0	0	0	0
Putnam VT Voyager - Class IB Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.568	\$ 12.305	\$ 12.603	\$ 12.989
Accumulation Unit Value, End of Period	\$12.305	\$ 12.603	\$ 12.989	\$ 13.355
Number of Units Outstanding, End of Period	0	0	0	0
Van Kampen LIT Aggressive Growth, Class II Sub-Account/(3)/				
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 11.062	\$ 11.986
Accumulation Unit Value, End of Period	--	\$ 11.062	\$ 11.986	\$ 12.263
Number of Units Outstanding, End of Period	--	0	0	0
Van Kampen LIT Comstock, Class II Sub-Account				
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 11.274	\$ 11.446
Accumulation Unit Value, End of Period	--	\$ 11.274	\$ 11.446	\$ 12.952
Number of Units Outstanding, End of Period	--	0	0	0
Van Kampen LIT Strategic Growth, Class II Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.047	\$ 11.650	\$ 12.129	\$ 12.732
Accumulation Unit Value, End of Period	\$11.650	\$ 12.129	\$ 12.732	\$ 12.742
Number of Units Outstanding, End of Period	0	0	0	0
Van Kampen LIT Growth and Income, Class II Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.796	\$ 13.254	\$ 14.749	\$ 15.781
Accumulation Unit Value, End of Period	\$13.254	\$ 14.749	\$ 15.781	\$ 17.848
Number of Units Outstanding, End of Period	0	0	0	0
Van Kampen LIT Money Market, Class II Sub-Account				
Accumulation Unit Value, Beginning of Period	\$10.000	\$ 10.000	\$ 9.805	\$ 9.793
Accumulation Unit Value, End of Period	\$10.000	\$ 9.805	\$ 9.793	\$ 9.948
Number of Units Outstanding, End of Period	0	0	0	0
Van Kampen UIF Emerging Markets Debt, Class II Sub-Account /(4)/				
Accumulation Unit Value, Beginning of Period	\$12.635	\$ 13.770	\$ 14.780	\$ 16.162
Accumulation Unit Value, End of Period	\$13.770	\$ 14.780	\$ 16.162	\$ 17.464
Number of Units Outstanding, End of Period	0	0	0	0
Van Kampen UIF Equity and Income, Class II Sub-Account /(4)/				
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 10.900	\$ 11.413
Accumulation Unit Value, End of Period	--	\$ 10.900	\$ 11.413	\$ 12.530
Number of Units Outstanding, End of Period	--	0	0	0
Van Kampen UIF Equity Growth, Class II Sub-Account /(4)/				
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 10.672	\$ 12.018
Accumulation Unit Value, End of Period	--	\$ 10.672	\$ 12.018	\$ 12.166
Number of Units Outstanding, End of Period	--	0	0	0
Van Kampen UIF Global Franchise, Class II Sub-Account /(4)/				
Accumulation Unit Value, Beginning of Period	\$10.000	\$ 10.000	\$ 10.996	\$ 12.007
Accumulation Unit Value, End of Period	\$10.000	\$ 10.996	\$ 12.007	\$ 14.228
Number of Units Outstanding, End of Period	0	0	0	0
Van Kampen UIF Mid Cap Growth, Class II Sub-Account /(4)/				
Accumulation Unit Value, Beginning of Period	--	--	--	\$ 10.000
Accumulation Unit Value, End of Period	--	--	--	\$ 9.772
Number of Units Outstanding, End of Period	--	--	--	0
Van Kampen UIF Small Company Growth, Class II Sub-Account /(4)/				
Accumulation Unit Value, Beginning of Period	\$12.095	\$ 13.510	\$ 15.670	\$ 17.250
Accumulation Unit Value, End of Period	\$13.510	\$ 15.670	\$ 17.250	\$ 18.813
Number of Units Outstanding, End of Period	0	0	0	0
Van Kampen UIF U.S. Mid Cap Value, Class II Sub-Account /(4)/				
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 11.231	\$ 12.282
Accumulation Unit Value, End of Period	--	\$ 11.231	\$ 12.282	\$ 14.447
Number of Units Outstanding, End of Period	--	0	0	0

Van Kampen UIF U.S. Real Estate, Class II Sub-Account /(4)/				
Accumulation Unit Value, Beginning of Period	\$12.556	\$ 14.402	\$ 19.109	\$ 21.756
Accumulation Unit Value, End of Period	\$14.402	\$ 19.109	\$ 21.756	\$ 29.208
Number of Units Outstanding, End of Period	0	0	0	0

(1) Effective May 31, 2007, the STI Classic Capital Appreciation Fund, the STI Classic Large Cap Relative Value Fund, and the STI Classic Mid-Cap Equity Fund will change their names to STI Classic Large Cap Growth Stock Fund, STI Classic Large Cap Core Equity Fund, and STI Classic Mid-Cap Core Equity Fund, respectively.

(2) Effective October 1, 2004, the Putnam VT Health Sciences - Class IB Sub-Account, Putnam VT New Opportunities - Class IB Sub-Account, Putnam VT Research - Class IB Sub-Account and the Putnam VT Utilities Growth and Income - Class IB Sub-Account Portfolios are no longer available for new investments. If you are currently invested in these Variable Sub-Accounts, you may continue your investment. If, prior to October 1, 2004, you enrolled in one of our automatic transaction programs, such as automatic additions, portfolio rebalancing, or dollar cost averaging, we will continue to effect automatic transactions into these Variable Sub-Accounts in accordance with that program. Outside of these automatic transaction programs, additional allocations will not be allowed.

(3) Effective May 1, 2006, the Van Kampen LIT Aggressive Growth, Class II Sub-Account closed to new investments. If you invested in this Variable Sub-Account prior to May 1, 2006, you may continue your investment. If prior to May 1, 2006, you enrolled in one of our automatic transaction programs, such as automatic additions, portfolio rebalancing or dollar cost averaging, we will continue to effect automatic transactions to this Variable Sub-Account in accordance with that program. Outside of these automatic transaction programs, additional allocations will not be allowed.

(4) Morgan Stanley Investment Management Inc., the adviser to the UIF Portfolios, does business in certain instances using the name Van Kampen.

132 PROSPECTUS

ALLSTATE ADVISOR PREFERRED CONTRACTS WITH 3 YEAR WITHDRAWAL CHARGE OPTION:

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT SINCE CONTRACTS WERE FIRST OFFERED* (BASIC CONTRACT)

*The Contracts and all of the Variable Sub-Accounts were first offered under the Contracts on July 15, 2003, except for the following Variable Sub-Accounts: Van Kampen LIT Money Market, Class II Sub-Account and Van Kampen UIF Global Franchise, Class II Sub-Account which were first offered under the Contracts on December 31, 2003; FTVIP Franklin Income Securities - Class 2 Sub-Account, FTVIP Franklin U.S. Government - Class 2 Sub-Account, Van Kampen LIT Aggressive Growth, Class II Sub-Account, Van Kampen LIT Comstock, Class II Sub-Account, Van Kampen UIF Equity and Income, Class II Sub-Account, Van Kampen UIF Equity Growth, Class II Sub-Account and Van Kampen UIF U.S. Mid Cap Value, Class II Sub-Account which were first offered under the Contracts on May 1, 2004; FTVIP Franklin Large Cap Growth Securities - Class 2 Sub-Account, Lord Abbett Series - All Value Sub-Account, Lord Abbett Series - Bond-Debenture Sub-Account, Lord Abbett Series - Growth and Income Sub-Account, Lord Abbett Series - Growth Opportunities Sub-Account, Lord Abbett Series - Mid-Cap Value Sub-Account and Oppenheimer Core Bond/VA - Service Shares Sub-Account (formerly Oppenheimer Bond/VA) which were first offered under the Contracts on October 1, 2004, and the Fidelity VIP Contrafund(R) - Service Class 2 Sub-Account, Fidelity VIP Freedom 2010 - Service Class 2 Sub-Account, Fidelity VIP Freedom 2020 - Service Class 2 Sub-Account, Fidelity VIP Freedom 2030 - Service Class 2 Sub-Account, Fidelity VIP Freedom Income - Service Class 2 Sub-Account, Fidelity VIP Growth Stock - Service Class 2 Sub-Account, Fidelity VIP Index 500 - Service Class 2 Sub-Account, Fidelity VIP Mid Cap - Service Class 2 Sub-Account, FTVIP Mutual Discovery Securities - Class 2 Sub-Account, and Van Kampen UIF Mid Cap Growth, Class II Sub-Account which were first offered under the Contracts on May 1, 2006. The Accumulation Unit Values in this table reflect a Mortality and Expense Risk Charge of 1.50% and Administrative Expense Charge of 0.19%.

For the Years Beginning January 1* and Ending December 31, 2003 2004 2005 2006

SUB-ACCOUNTS

STI Classic Capital Appreciation Sub-Account /(1)/					
Accumulation Unit Value, Beginning of Period	\$10.000	\$ 10.729	\$ 11.260	\$ 10.971	
Accumulation Unit Value, End of Period	\$10.729	\$ 11.260	\$ 10.971	\$ 11.954	
Number of Units Outstanding, End of Period	0	345	1,188	4,462	
STI Classic Large Cap Relative Value Sub-Account /(1)/					
Accumulation Unit Value, Beginning of Period	\$10.000	\$ 11.335	\$ 12.737	\$ 13.653	
Accumulation Unit Value, End of Period	\$11.335	\$ 12.737	\$ 13.653	\$ 15.597	
Number of Units Outstanding, End of Period	0	9,787	13,594	10,697	
STI Classic Large Cap Value Equity Sub-Account					
Accumulation Unit Value, Beginning of Period	\$10.000	\$ 11.241	\$ 12.742	\$ 12.997	
Accumulation Unit Value, End of Period	\$11.241	\$ 12.742	\$ 12.997	\$ 15.648	
Number of Units Outstanding, End of Period	0	7,210	17,105	19,915	
STI Classic Mid-Cap Equity Sub-Account /(1)/					
Accumulation Unit Value, Beginning of Period	\$10.000	\$ 11.417	\$ 13.111	\$ 14.736	
Accumulation Unit Value, End of Period	\$11.417	\$ 13.111	\$ 14.736	\$ 16.041	
Number of Units Outstanding, End of Period	2,002	2,436	6,398	2,561	
STI Classic Small Cap Value Equity Sub-Account					
Accumulation Unit Value, Beginning of Period	\$10.000	\$ 12.210	\$ 14.907	\$ 16.400	
Accumulation Unit Value, End of Period	\$12.210	\$ 14.907	\$ 16.400	\$ 18.720	
Number of Units Outstanding, End of Period	0	5,082	13,157	50,107	
Fidelity VIP Contrafund(R) - Service Class 2 Sub-Account					
Accumulation Unit Value, Beginning of Period	--	--	--	\$ 10.000	
Accumulation Unit Value, End of Period	--	--	--	\$ 10.263	
Number of Units Outstanding, End of Period	--	--	--	126,418	
Fidelity VIP Freedom 2010 - Service Class 2 Sub-Account					
Accumulation Unit Value, Beginning of Period	--	--	--	\$ 10.000	
Accumulation Unit Value, End of Period	--	--	--	\$ 10.454	
Number of Units Outstanding, End of Period	--	--	--	32,825	
Fidelity VIP Freedom 2020 - Service Class 2 Sub-Account					
Accumulation Unit Value, Beginning of Period	--	--	--	\$ 10.000	
Accumulation Unit Value, End of Period	--	--	--	\$ 10.484	
Number of Units Outstanding, End of Period	--	--	--	30,209	

Fidelity VIP Freedom 2030 - Service Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	--	--	--	\$ 10.000
Accumulation Unit Value, End of Period	--	--	--	\$ 10.493
Number of Units Outstanding, End of Period	--	--	--	5,514
Fidelity VIP Freedom Income - Service Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	--	--	--	\$ 10.000
Accumulation Unit Value, End of Period	--	--	--	\$ 10.345
Number of Units Outstanding, End of Period	--	--	--	10,533
Fidelity VIP Growth Stock - Service Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	--	--	--	\$ 10.000
Accumulation Unit Value, End of Period	--	--	--	\$ 9.739
Number of Units Outstanding, End of Period	--	--	--	0
Fidelity VIP Index 500 - Service Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	--	--	--	\$ 10.000
Accumulation Unit Value, End of Period	--	--	--	\$ 10.816
Number of Units Outstanding, End of Period	--	--	--	12,979
Fidelity VIP Mid Cap - Service Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	--	--	--	\$ 10.000
Accumulation Unit Value, End of Period	--	--	--	\$ 9.872
Number of Units Outstanding, End of Period	--	--	--	24,400
FTVIP Franklin Growth and Income Securities - Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.816	\$ 13.409	\$ 14.582	\$ 14.840
Accumulation Unit Value, End of Period	\$13.409	\$ 14.582	\$ 14.840	\$ 17.034
Number of Units Outstanding, End of Period	3,844	50,264	85,228	151,273
FTVIP Franklin Income Securities - Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 11.233	\$ 11.221
Accumulation Unit Value, End of Period	--	\$ 11.233	\$ 11.221	\$ 13.044
Number of Units Outstanding, End of Period	--	8,142	395,841	952,145
FTVIP Franklin Large Cap Growth Securities - Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 10.523	\$ 10.455
Accumulation Unit Value, End of Period	--	\$ 10.523	\$ 10.455	\$ 11.399
Number of Units Outstanding, End of Period	--	268	38,415	96,407
FTVIP Franklin Small Cap Value Securities - Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	\$12.470	\$ 14.581	\$ 17.739	\$ 18.969
Accumulation Unit Value, End of Period	\$14.581	\$ 17.739	\$ 18.969	\$ 21.816
Number of Units Outstanding, End of Period	175	6,512	26,368	32,680
FTVIP Franklin U.S. Government - Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 10.246	\$ 10.315
Accumulation Unit Value, End of Period	--	\$ 10.246	\$ 10.315	\$ 10.549
Number of Units Outstanding, End of Period	--	10,347	73,104	94,018
FTVIP Mutual Discovery Securities - Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	--	--	--	\$ 10.000
Accumulation Unit Value, End of Period	--	--	--	\$ 11.011
Number of Units Outstanding, End of Period	--	--	--	33,772
FTVIP Mutual Shares Securities - Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.394	\$ 12.703	\$ 14.065	\$ 15.288
Accumulation Unit Value, End of Period	\$12.703	\$ 14.065	\$ 15.288	\$ 17.793
Number of Units Outstanding, End of Period	10,654	69,739	192,547	446,165
FTVIP Templeton Developing Markets Securities - Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	\$13.283	\$ 16.896	\$ 20.715	\$ 25.952
Accumulation Unit Value, End of Period	\$16.896	\$ 20.715	\$ 25.952	\$ 32.682
Number of Units Outstanding, End of Period	0	1,296	21,489	27,158
FTVIP Templeton Foreign Securities - Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.583	\$ 13.616	\$ 15.866	\$ 17.185
Accumulation Unit Value, End of Period	\$13.616	\$ 15.866	\$ 17.185	\$ 20.518
Number of Units Outstanding, End of Period	3,050	19,680	150,154	327,648

Lord Abbett Series - All Value Sub-Account					
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 10.909	\$ 11.471	
Accumulation Unit Value, End of Period	--	\$ 10.909	\$ 11.471	\$ 12.929	
Number of Units Outstanding, End of Period	--	84	20,539	34,419	
Lord Abbett Series - Bond-Debenture Sub-Account					
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 10.360	\$ 10.319	
Accumulation Unit Value, End of Period	--	\$ 10.360	\$ 10.319	\$ 11.091	
Number of Units Outstanding, End of Period	--	0	16,046	43,537	
Lord Abbett Series - Growth and Income Sub-Account					
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 10.893	\$ 11.057	
Accumulation Unit Value, End of Period	--	\$ 10.893	\$ 11.057	\$ 12.749	
Number of Units Outstanding, End of Period	--	1,191	119,764	175,986	
Lord Abbett Series - Growth Opportunities Sub-Account					
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 11.141	\$ 11.460	
Accumulation Unit Value, End of Period	--	\$ 11.141	\$ 11.460	\$ 12.156	
Number of Units Outstanding, End of Period	--	84	16,168	35,024	
Lord Abbett Series - Mid-Cap Value Sub-Account					
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 11.124	\$ 11.836	
Accumulation Unit Value, End of Period	--	\$ 11.124	\$ 11.836	\$ 13.060	
Number of Units Outstanding, End of Period	--	42	30,129	50,024	
Oppenheimer Balanced/VA - Service Shares Sub-Account					
Accumulation Unit Value, Beginning of Period		\$12.017	\$ 13.112	\$ 14.152	\$ 14.425
Accumulation Unit Value, End of Period		\$13.112	\$ 14.152	\$ 14.425	\$ 15.722
Number of Units Outstanding, End of Period		358	16,508	36,489	37,800
Oppenheimer Capital Appreciation/VA - Service Shares Sub-Account					
Accumulation Unit Value, Beginning of Period		\$11.106	\$ 12.289	\$ 12.881	\$ 13.280
Accumulation Unit Value, End of Period		\$12.289	\$ 12.881	\$ 13.280	\$ 14.059
Number of Units Outstanding, End of Period		4,612	17,974	131,952	170,195
Oppenheimer Core Bond/VA - Service Shares Sub-Account					
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 10.108	\$ 10.169	
Accumulation Unit Value, End of Period	--	\$ 10.108	\$ 10.169	\$ 10.491	
Number of Units Outstanding, End of Period	--	3,605	37,622	111,981	
Oppenheimer Global Securities/VA - Service Shares Sub-Account					
Accumulation Unit Value, Beginning of Period		\$11.788	\$ 14.253	\$ 16.657	\$ 18.679
Accumulation Unit Value, End of Period		\$14.253	\$ 16.657	\$ 18.679	\$ 21.553
Number of Units Outstanding, End of Period		100	6,058	26,321	38,599
Oppenheimer High Income/VA - Service Shares Sub-Account					
Accumulation Unit Value, Beginning of Period		\$12.209	\$ 12.975	\$ 13.869	\$ 13.909
Accumulation Unit Value, End of Period		\$12.975	\$ 13.869	\$ 13.909	\$ 14.936
Number of Units Outstanding, End of Period		4,529	53,683	98,072	112,865
Oppenheimer Main Street(R)/VA - Service Shares Sub-Account					
Accumulation Unit Value, Beginning of Period		\$11.469	\$ 12.650	\$ 13.574	\$ 14.111
Accumulation Unit Value, End of Period		\$12.650	\$ 13.574	\$ 14.111	\$ 15.921
Number of Units Outstanding, End of Period		9,551	80,356	161,258	221,738
Oppenheimer Main Street Small Cap(R)/VA - Service Shares Sub-Account					
Accumulation Unit Value, Beginning of Period		\$12.657	\$ 14.682	\$ 17.203	\$ 18.556
Accumulation Unit Value, End of Period		\$14.682	\$ 17.203	\$ 18.556	\$ 20.918
Number of Units Outstanding, End of Period		3,631	13,562	37,572	65,082
Oppenheimer MidCap/VA - Service Shares Sub-Account					
Accumulation Unit Value, Beginning of Period		\$12.245	\$ 12.406	\$ 14.567	\$ 16.038
Accumulation Unit Value, End of Period		\$12.406	\$ 14.567	\$ 16.038	\$ 16.193
Number of Units Outstanding, End of Period		0	2,522	19,771	56,522
Oppenheimer Strategic Bond/VA - Service Shares Sub-Account					
Accumulation Unit Value, Beginning of Period		\$11.462	\$ 12.153	\$ 12.955	\$ 13.052
Accumulation Unit Value, End of Period		\$12.153	\$ 12.955	\$ 13.052	\$ 13.761
Number of Units Outstanding, End of Period		395	47,218	143,674	170,141

Putnam VT Global Asset Allocation - Class IB Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.596	\$ 12.448	\$ 13.353	\$ 14.043
Accumulation Unit Value, End of Period	\$12.448	\$ 13.353	\$ 14.043	\$ 15.582
Number of Units Outstanding, End of Period	206	1,622	8,617	13,550
Putnam VT Growth and Income - Class IB Sub-Account				
Accumulation Unit Value, Beginning of Period	\$12.229	\$ 13.522	\$ 14.771	\$ 15.281
Accumulation Unit Value, End of Period	\$13.522	\$ 14.771	\$ 15.281	\$ 17.414
Number of Units Outstanding, End of Period	132	2,313	2,961	6,673
Putnam VT Health Sciences - Class IB Sub-Account/(2)/				
Accumulation Unit Value, Beginning of Period	\$11.002	\$ 11.317	\$ 11.919	\$ 13.264
Accumulation Unit Value, End of Period	\$11.317	\$ 11.919	\$ 13.264	\$ 13.405
Number of Units Outstanding, End of Period	0	0	0	0
Putnam VT High Yield - Class IB Sub-Account				
Accumulation Unit Value, Beginning of Period	\$12.417	\$ 13.362	\$ 14.521	\$ 14.718
Accumulation Unit Value, End of Period	\$13.362	\$ 14.521	\$ 14.718	\$ 15.993
Number of Units Outstanding, End of Period	118	4,251	8,448	22,959
Putnam VT Income - Class IB Sub-Account				
Accumulation Unit Value, Beginning of Period	\$10.482	\$ 10.456	\$ 10.735	\$ 10.803
Accumulation Unit Value, End of Period	\$10.456	\$ 10.735	\$ 10.803	\$ 11.101
Number of Units Outstanding, End of Period	0	10,116	40,741	75,490
Putnam VT International Equity - Class IB Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.467	\$ 13.399	\$ 15.306	\$ 16.884
Accumulation Unit Value, End of Period	\$13.399	\$ 15.306	\$ 16.884	\$ 21.200
Number of Units Outstanding, End of Period	273	837	11,396	30,034
Putnam VT Investors - Class IB Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.802	\$ 13.008	\$ 14.405	\$ 15.409
Accumulation Unit Value, End of Period	\$13.008	\$ 14.405	\$ 15.409	\$ 17.260
Number of Units Outstanding, End of Period	0	0	0	1,624
Putnam VT Money Market - Class IB Sub-Account				
Accumulation Unit Value, Beginning of Period	\$ 9.926	\$ 9.865	\$ 9.763	\$ 9.841
Accumulation Unit Value, End of Period	\$ 9.865	\$ 9.763	\$ 9.841	\$ 10.100
Number of Units Outstanding, End of Period	0	14,631	49,201	84,997
Putnam VT New Opportunities - Class IB Sub-Account/(2)/				
Accumulation Unit Value, Beginning of Period	\$12.440	\$ 13.513	\$ 14.654	\$ 15.849
Accumulation Unit Value, End of Period	\$13.513	\$ 14.654	\$ 15.849	\$ 16.915
Number of Units Outstanding, End of Period	0	246	236	0
Putnam VT New Value - Class IB Sub-Account				
Accumulation Unit Value, Beginning of Period	\$12.801	\$ 14.592	\$ 16.559	\$ 17.239
Accumulation Unit Value, End of Period	\$14.592	\$ 16.559	\$ 17.239	\$ 19.663
Number of Units Outstanding, End of Period	0	1,381	9,422	54,274
Putnam VT Research - Class IB Sub-Account/(2)/				
Accumulation Unit Value, Beginning of Period	\$12.055	\$ 13.112	\$ 13.865	\$ 14.315
Accumulation Unit Value, End of Period	\$13.112	\$ 13.865	\$ 14.315	\$ 15.665
Number of Units Outstanding, End of Period	0	3,194	3,193	2,973
Putnam VT The George Putnam Fund of Boston - Class IB Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.455	\$ 12.098	\$ 12.870	\$ 13.159
Accumulation Unit Value, End of Period	\$12.098	\$ 12.870	\$ 13.159	\$ 14.480
Number of Units Outstanding, End of Period	832	3,226	3,937	7,631
Putnam VT Utilities Growth and Income - Class IB Sub-Account/(2)/				
Accumulation Unit Value, Beginning of Period	\$12.730	\$ 14.075	\$ 16.826	\$ 17.961
Accumulation Unit Value, End of Period	\$14.075	\$ 16.826	\$ 17.961	\$ 22.432
Number of Units Outstanding, End of Period	0	914	666	554
Putnam VT Vista - Class IB Sub-Account				
Accumulation Unit Value, Beginning of Period	\$12.512	\$ 13.579	\$ 15.833	\$ 17.458
Accumulation Unit Value, End of Period	\$13.579	\$ 15.833	\$ 17.458	\$ 18.099
Number of Units Outstanding, End of Period	126	436	64	714

Putnam VT Voyager - Class IB Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.626	\$ 12.414	\$ 12.818	\$ 13.320
Accumulation Unit Value, End of Period	\$12.414	\$ 12.818	\$ 13.320	\$ 13.807
Number of Units Outstanding, End of Period	138	1,441	12,528	15,448
Van Kampen LIT Aggressive Growth, Class II Sub-Account/(3)/				
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 11.122	\$ 12.150
Accumulation Unit Value, End of Period	--	\$ 11.122	\$ 12.150	\$ 12.533
Number of Units Outstanding, End of Period	--	0	0	150
Van Kampen LIT Comstock, Class II Sub-Account				
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 11.336	\$ 11.603
Accumulation Unit Value, End of Period	--	\$ 11.336	\$ 11.603	\$ 13.237
Number of Units Outstanding, End of Period	--	5,119	93,900	80,868
Van Kampen LIT Strategic Growth, Class II Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.102	\$ 11.753	\$ 12.337	\$ 13.056
Accumulation Unit Value, End of Period	\$11.753	\$ 12.337	\$ 13.056	\$ 13.172
Number of Units Outstanding, End of Period	109	2,529	13,681	14,010
Van Kampen LIT Growth and Income, Class II Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.855	\$ 13.371	\$ 15.002	\$ 16.182
Accumulation Unit Value, End of Period	\$13.371	\$ 15.002	\$ 16.182	\$ 18.451
Number of Units Outstanding, End of Period	0	6,865	15,034	26,124
Van Kampen LIT Money Market, Class II Sub-Account				
Accumulation Unit Value, Beginning of Period	\$10.000	\$ 10.000	\$ 9.885	\$ 9.955
Accumulation Unit Value, End of Period	\$10.000	\$ 9.885	\$ 9.955	\$ 10.195
Number of Units Outstanding, End of Period	0	93,600	119,309	121,505
Van Kampen UIF Emerging Markets Debt, Class II Sub-Account /(4)/				
Accumulation Unit Value, Beginning of Period	\$12.698	\$ 13.891	\$ 15.033	\$ 16.573
Accumulation Unit Value, End of Period	\$13.891	\$ 15.033	\$ 16.573	\$ 18.054
Number of Units Outstanding, End of Period	257	16,793	30,734	45,213
Van Kampen UIF Equity and Income, Class II Sub-Account /(4)/				
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 10.959	\$ 11.570
Accumulation Unit Value, End of Period	--	\$ 10.959	\$ 11.570	\$ 12.805
Number of Units Outstanding, End of Period	--	1,625	26,263	46,317
Van Kampen UIF Equity Growth, Class II Sub-Account /(4)/				
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 10.731	\$ 12.183
Accumulation Unit Value, End of Period	--	\$ 10.731	\$ 12.183	\$ 12.434
Number of Units Outstanding, End of Period	--	0	3,013	5,543
Van Kampen UIF Global Franchise, Class II Sub-Account /(4)/				
Accumulation Unit Value, Beginning of Period	\$10.000	\$ 10.000	\$ 11.086	\$ 12.205
Accumulation Unit Value, End of Period	\$10.000	\$ 11.086	\$ 12.205	\$ 14.580
Number of Units Outstanding, End of Period	0	1,593	31,755	85,150
Van Kampen UIF Mid Cap Growth, Class II Sub-Account /(4)/				
Accumulation Unit Value, Beginning of Period	--	--	--	\$ 10.000
Accumulation Unit Value, End of Period	--	--	--	\$ 9.826
Number of Units Outstanding, End of Period	--	--	--	27,566
Van Kampen UIF Small Company Growth, Class II Sub-Account /(4)/				
Accumulation Unit Value, Beginning of Period	\$12.115	\$ 13.584	\$ 15.885	\$ 17.630
Accumulation Unit Value, End of Period	\$13.584	\$ 15.885	\$ 17.630	\$ 19.384
Number of Units Outstanding, End of Period	0	1,988	2,136	2,417
Van Kampen UIF U.S. Mid Cap Value, Class II Sub-Account /(4)/				
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 11.292	\$ 12.451
Accumulation Unit Value, End of Period	--	\$ 11.292	\$ 12.451	\$ 14.765
Number of Units Outstanding, End of Period	--	5,920	26,435	35,711
Van Kampen UIF U.S. Real Estate, Class II Sub-Account /(4)/				
Accumulation Unit Value, Beginning of Period	\$12.618	\$ 14.529	\$ 19.436	\$ 22.309
Accumulation Unit Value, End of Period	\$14.529	\$ 19.436	\$ 22.309	\$ 30.195
Number of Units Outstanding, End of Period	244	29,798	50,779	45,409

(1) Effective May 31, 2007, the STI Classic Capital Appreciation Fund, the STI Classic Large Cap Relative Value

(1) Effective May 31, 2007, the STI Classic Capital Appreciation Fund, the STI Classic Large Cap Relative Value

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ALLSTATE ADVISOR PREFERRED CONTRACTS WITH 3 YEAR WITHDRAWAL CHARGE OPTION:

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT SINCE CONTRACTS WERE FIRST OFFERED* (WITH THE MAV DEATH BENEFIT OPTION, THE ENHANCED BENEFICIARY PROTECTION (ANNUAL INCREASE) OPTION AND THE EARNINGS PROTECTION DEATH BENEFIT OPTION (AGE 71-79))

*The Contracts and all of the Variable Sub-Accounts were first offered under the Contracts on July 15, 2003, except for the following Variable Sub-Accounts: Van Kampen LIT Money Market, Class II Sub-Account and Van Kampen UIF Global Franchise, Class II Sub-Account which were first offered under the Contracts on December 31, 2003; FTVIP Franklin Income Securities - Class 2 Sub-Account, FTVIP Franklin U.S. Government - Class 2 Sub-Account, Van Kampen LIT Aggressive Growth, Class II Sub-Account, Van Kampen LIT Comstock, Class II Sub-Account, Van Kampen UIF Equity and Income, Class II Sub-Account, Van Kampen UIF Equity Growth, Class II Sub-Account and Van Kampen UIF U.S. Mid Cap Value, Class II Sub-Account which were first offered under the Contracts on May 1, 2004; FTVIP Franklin Large Cap Growth Securities - Class 2 Sub-Account, Lord Abbett Series - All Value Sub-Account, Lord Abbett Series - Bond-Debenture Sub-Account, Lord Abbett Series - Growth and Income Sub-Account, Lord Abbett Series - Growth Opportunities Sub-Account, Lord Abbett Series - Mid-Cap Value Sub-Account and Oppenheimer Core Bond/VA - Service Shares Sub-Account (formerly Oppenheimer Bond/VA) which were first offered under the Contracts on October 1, 2004, and the Fidelity VIP Contrafund(R) - Service Class 2 Sub-Account, Fidelity VIP Freedom 2010 - Service Class 2 Sub-Account, Fidelity VIP Freedom 2020 - Service Class 2 Sub-Account, Fidelity VIP Freedom 2030 - Service Class 2 Sub-Account, Fidelity VIP Freedom Income - Service Class 2 Sub-Account, Fidelity VIP Growth Stock - Service Class 2 Sub-Account, Fidelity VIP Index 500 - Service Class 2 Sub-Account, Fidelity VIP Mid Cap - Service Class 2 Sub-Account, FTVIP Mutual Discovery Securities - Class 2 Sub-Account, and Van Kampen UIF Mid Cap Growth, Class II Sub-Account which were first offered under the Contracts on May 1, 2006. The Accumulation Unit Values in this table reflect a Mortality and Expense Risk Charge of 2.40% and Administrative Expense Charge of 0.19%.

For the Years Beginning January 1* and Ending December 31, 2003 2004 2005 2006

SUB-ACCOUNTS

STI Classic Capital Appreciation Sub-Account /(1)/				
Accumulation Unit Value, Beginning of Period	\$10.000	\$ 10.684	\$ 11.110	\$ 10.726
Accumulation Unit Value, End of Period	\$10.684	\$ 11.110	\$ 10.726	\$ 11.580
Number of Units Outstanding, End of Period	0	0	0	0
STI Classic Large Cap Relative Value Sub-Account /(1)/				
Accumulation Unit Value, Beginning of Period	\$10.000	\$ 11.287	\$ 12.567	\$ 13.348
Accumulation Unit Value, End of Period	\$11.287	\$ 12.567	\$ 13.348	\$ 15.109
Number of Units Outstanding, End of Period	0	0	0	0
STI Classic Large Cap Value Equity Sub-Account				
Accumulation Unit Value, Beginning of Period	\$10.000	\$ 11.194	\$ 12.572	\$ 12.706
Accumulation Unit Value, End of Period	\$11.194	\$ 12.572	\$ 12.706	\$ 15.158
Number of Units Outstanding, End of Period	0	0	0	0
STI Classic Mid-Cap Equity Sub-Account /(1)/				
Accumulation Unit Value, Beginning of Period	\$10.000	\$ 11.368	\$ 12.936	\$ 14.407
Accumulation Unit Value, End of Period	\$11.368	\$ 12.936	\$ 14.407	\$ 15.539
Number of Units Outstanding, End of Period	0	0	0	0
STI Classic Small Cap Value Equity Sub-Account				
Accumulation Unit Value, Beginning of Period	\$10.000	\$ 12.158	\$ 14.708	\$ 16.033
Accumulation Unit Value, End of Period	\$12.158	\$ 14.708	\$ 16.033	\$ 18.135
Number of Units Outstanding, End of Period	0	0	0	0
Fidelity VIP Contrafund(R) - Service Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	--	--	--	\$ 10.000
Accumulation Unit Value, End of Period	--	--	--	\$ 10.200
Number of Units Outstanding, End of Period	--	--	--	0
Fidelity VIP Freedom 2010 - Service Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	--	--	--	\$ 10.000
Accumulation Unit Value, End of Period	--	--	--	\$ 10.390
Number of Units Outstanding, End of Period	--	--	--	0

Fidelity VIP Freedom 2020 - Service Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	--	--	--	\$ 10.000
Accumulation Unit Value, End of Period	--	--	--	\$ 10.420
Number of Units Outstanding, End of Period	--	--	--	0
Fidelity VIP Freedom 2030 - Service Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	--	--	--	\$ 10.000
Accumulation Unit Value, End of Period	--	--	--	\$ 10.428
Number of Units Outstanding, End of Period	--	--	--	0
Fidelity VIP Freedom Income - Service Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	--	--	--	\$ 10.000
Accumulation Unit Value, End of Period	--	--	--	\$ 10.281
Number of Units Outstanding, End of Period	--	--	--	0
Fidelity VIP Growth Stock - Service Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	--	--	--	\$ 10.000
Accumulation Unit Value, End of Period	--	--	--	\$ 9.680
Number of Units Outstanding, End of Period	--	--	--	0
Fidelity VIP Index 500 - Service Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	--	--	--	\$ 10.000
Accumulation Unit Value, End of Period	--	--	--	\$ 10.750
Number of Units Outstanding, End of Period	--	--	--	0
Fidelity VIP Mid Cap - Service Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	--	--	--	\$ 10.000
Accumulation Unit Value, End of Period	--	--	--	\$ 9.811
Number of Units Outstanding, End of Period	--	--	--	0
FTVIP Franklin Growth and Income Securities - Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.748	\$ 13.275	\$ 14.304	\$ 14.424
Accumulation Unit Value, End of Period	\$13.275	\$ 14.304	\$ 14.424	\$ 16.406
Number of Units Outstanding, End of Period	0	0	0	0
FTVIP Franklin Income Securities - Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 11.164	\$ 11.050
Accumulation Unit Value, End of Period	--	\$ 11.164	\$ 11.050	\$ 12.728
Number of Units Outstanding, End of Period	--	0	0	0
FTVIP Franklin Large Cap Growth Securities - Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 10.499	\$ 10.336
Accumulation Unit Value, End of Period	--	\$ 10.499	\$ 10.336	\$ 11.166
Number of Units Outstanding, End of Period	--	0	0	0
FTVIP Franklin Small Cap Value Securities - Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	\$12.398	\$ 14.435	\$ 17.401	\$ 18.438
Accumulation Unit Value, End of Period	\$14.435	\$ 17.401	\$ 18.438	\$ 21.012
Number of Units Outstanding, End of Period	0	0	0	0
FTVIP Franklin U.S. Government - Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 10.183	\$ 10.158
Accumulation Unit Value, End of Period	--	\$ 10.183	\$ 10.158	\$ 10.294
Number of Units Outstanding, End of Period	--	0	0	0
FTVIP Mutual Discovery Securities - Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	--	--	--	\$ 10.000
Accumulation Unit Value, End of Period	--	--	--	\$ 10.943
Number of Units Outstanding, End of Period	--	--	--	0
FTVIP Mutual Shares Securities - Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.328	\$ 12.576	\$ 13.797	\$ 14.860
Accumulation Unit Value, End of Period	\$12.576	\$ 13.797	\$ 14.860	\$ 17.137
Number of Units Outstanding, End of Period	0	0	0	0
FTVIP Templeton Developing Markets Securities - Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	\$13.207	\$ 16.727	\$ 20.321	\$ 25.226
Accumulation Unit Value, End of Period	\$16.727	\$ 20.321	\$ 25.226	\$ 31.477
Number of Units Outstanding, End of Period	0	0	0	0

FTVIP Templeton Foreign Securities - Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.516	\$ 13.480	\$ 15.564	\$ 16.704
Accumulation Unit Value, End of Period	\$13.480	\$ 15.564	\$ 16.704	\$ 19.762
Number of Units Outstanding, End of Period	0	0	0	0
Lord Abbett Series - All Value Sub-Account				
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 10.884	\$ 11.340
Accumulation Unit Value, End of Period	--	\$ 10.884	\$ 11.340	\$ 12.665
Number of Units Outstanding, End of Period	--	0	0	0
Lord Abbett Series - Bond-Debenture Sub-Account				
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 10.336	\$ 10.201
Accumulation Unit Value, End of Period	--	\$ 10.336	\$ 10.201	\$ 10.865
Number of Units Outstanding, End of Period	--	0	0	0
Lord Abbett Series - Growth and Income Sub-Account				
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 10.868	\$ 10.932
Accumulation Unit Value, End of Period	--	\$ 10.868	\$ 10.932	\$ 12.489
Number of Units Outstanding, End of Period	--	0	0	0
Lord Abbett Series - Growth Opportunities Sub-Account				
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 11.116	\$ 11.330
Accumulation Unit Value, End of Period	--	\$ 11.116	\$ 11.330	\$ 11.908
Number of Units Outstanding, End of Period	--	0	0	0
Lord Abbett Series - Mid-Cap Value Sub-Account				
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 11.099	\$ 11.701
Accumulation Unit Value, End of Period	--	\$ 11.099	\$ 11.701	\$ 12.793
Number of Units Outstanding, End of Period	--	0	0	0
Oppenheimer Balanced/VA - Service Shares Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.948	\$ 12.981	\$ 13.883	\$ 14.021
Accumulation Unit Value, End of Period	\$12.981	\$ 13.883	\$ 14.021	\$ 15.142
Number of Units Outstanding, End of Period	0	0	0	0
Oppenheimer Capital Appreciation/VA - Service Shares Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.086	\$ 12.214	\$ 12.685	\$ 12.958
Accumulation Unit Value, End of Period	\$12.214	\$ 12.685	\$ 12.958	\$ 13.593
Number of Units Outstanding, End of Period	0	0	0	0
Oppenheimer Core Bond/VA - Service Shares Sub-Account				
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 10.084	\$ 10.053
Accumulation Unit Value, End of Period	--	\$ 10.084	\$ 10.053	\$ 10.277
Number of Units Outstanding, End of Period	--	0	0	0
Oppenheimer Global Securities/VA - Service Shares Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.720	\$ 14.111	\$ 16.340	\$ 18.156
Accumulation Unit Value, End of Period	\$14.111	\$ 16.340	\$ 18.156	\$ 20.759
Number of Units Outstanding, End of Period	0	0	0	0
Oppenheimer High Income/VA - Service Shares Sub-Account				
Accumulation Unit Value, Beginning of Period	\$12.139	\$ 12.845	\$ 13.605	\$ 13.520
Accumulation Unit Value, End of Period	\$12.845	\$ 13.605	\$ 13.520	\$ 14.385
Number of Units Outstanding, End of Period	0	0	0	0
Oppenheimer Main Street(R)/VA - Service Shares Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.403	\$ 12.524	\$ 13.315	\$ 13.716
Accumulation Unit Value, End of Period	\$12.524	\$ 13.315	\$ 13.716	\$ 15.334
Number of Units Outstanding, End of Period	0	0	0	0
Oppenheimer Main Street Small Cap(R)/VA - Service Shares Sub-Account				
Accumulation Unit Value, Beginning of Period	\$12.584	\$ 14.536	\$ 16.875	\$ 18.037
Accumulation Unit Value, End of Period	\$14.536	\$ 16.875	\$ 18.037	\$ 20.146
Number of Units Outstanding, End of Period	0	0	0	0
Oppenheimer MidCap/VA - Service Shares Sub-Account				
Accumulation Unit Value, Beginning of Period	\$12.175	\$ 12.283	\$ 14.289	\$ 15.589
Accumulation Unit Value, End of Period	\$12.283	\$ 14.289	\$ 15.589	\$ 15.596
Number of Units Outstanding, End of Period	0	0	0	0

Oppenheimer Strategic Bond/VA - Service Shares Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.396	\$ 12.031	\$ 12.708	\$ 12.687
Accumulation Unit Value, End of Period	\$12.031	\$ 12.708	\$ 12.687	\$ 13.253
Number of Units Outstanding, End of Period	0	0	0	0
Putnam VT Global Asset Allocation - Class IB Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.529	\$ 12.324	\$ 13.098	\$ 13.650
Accumulation Unit Value, End of Period	\$12.324	\$ 13.098	\$ 13.650	\$ 15.007
Number of Units Outstanding, End of Period	0	0	0	0
Putnam VT Growth and Income - Class IB Sub-Account				
Accumulation Unit Value, Beginning of Period	\$12.159	\$ 13.387	\$ 14.490	\$ 14.853
Accumulation Unit Value, End of Period	\$13.387	\$ 14.490	\$ 14.853	\$ 16.772
Number of Units Outstanding, End of Period	0	0	0	0
Putnam VT Health Sciences - Class IB Sub-Account/(2)/				
Accumulation Unit Value, Beginning of Period	\$10.939	\$ 11.204	\$ 11.691	\$ 12.893
Accumulation Unit Value, End of Period	\$11.204	\$ 11.691	\$ 12.893	\$ 12.910
Number of Units Outstanding, End of Period	0	0	0	0
Putnam VT High Yield - Class IB Sub-Account				
Accumulation Unit Value, Beginning of Period	\$12.345	\$ 13.228	\$ 14.244	\$ 14.306
Accumulation Unit Value, End of Period	\$13.228	\$ 14.244	\$ 14.306	\$ 15.403
Number of Units Outstanding, End of Period	0	0	0	0
Putnam VT Income - Class IB Sub-Account				
Accumulation Unit Value, Beginning of Period	\$10.421	\$ 10.351	\$ 10.530	\$ 10.500
Accumulation Unit Value, End of Period	\$10.351	\$ 10.530	\$ 10.500	\$ 10.692
Number of Units Outstanding, End of Period	0	0	0	0
Putnam VT International Equity - Class IB Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.401	\$ 13.265	\$ 15.015	\$ 16.411
Accumulation Unit Value, End of Period	\$13.265	\$ 15.015	\$ 16.411	\$ 20.419
Number of Units Outstanding, End of Period	0	0	0	0
Putnam VT Investors - Class IB Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.734	\$ 12.878	\$ 14.131	\$ 14.978
Accumulation Unit Value, End of Period	\$12.878	\$ 14.131	\$ 14.978	\$ 16.624
Number of Units Outstanding, End of Period	0	0	0	0
Putnam VT Money Market - Class IB Sub-Account				
Accumulation Unit Value, Beginning of Period	\$ 9.869	\$ 9.767	\$ 9.576	\$ 9.565
Accumulation Unit Value, End of Period	\$ 9.767	\$ 9.576	\$ 9.565	\$ 9.728
Number of Units Outstanding, End of Period	0	0	0	0
Putnam VT New Opportunities - Class IB Sub-Account/(2)/				
Accumulation Unit Value, Beginning of Period	\$12.369	\$ 13.378	\$ 14.375	\$ 15.405
Accumulation Unit Value, End of Period	\$13.378	\$ 14.375	\$ 15.405	\$ 16.291
Number of Units Outstanding, End of Period	0	0	0	0
Putnam VT New Value - Class IB Sub-Account				
Accumulation Unit Value, Beginning of Period	\$12.728	\$ 14.446	\$ 16.244	\$ 16.757
Accumulation Unit Value, End of Period	\$14.446	\$ 16.244	\$ 16.757	\$ 18.938
Number of Units Outstanding, End of Period	0	0	0	0
Putnam VT Research - Class IB Sub-Account/(2)/				
Accumulation Unit Value, Beginning of Period	\$11.985	\$ 12.981	\$ 13.601	\$ 13.914
Accumulation Unit Value, End of Period	\$12.981	\$ 13.601	\$ 13.914	\$ 15.088
Number of Units Outstanding, End of Period	0	0	0	0
Putnam VT The George Putnam Fund of Boston - Class IB Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.389	\$ 11.978	\$ 12.625	\$ 12.791
Accumulation Unit Value, End of Period	\$11.978	\$ 12.625	\$ 12.791	\$ 13.946
Number of Units Outstanding, End of Period	0	0	0	0
Putnam VT Utilities Growth and Income - Class IB Sub-Account/(2)/				
Accumulation Unit Value, Beginning of Period	\$12.657	\$ 13.935	\$ 16.506	\$ 17.459
Accumulation Unit Value, End of Period	\$13.935	\$ 16.506	\$ 17.459	\$ 21.606
Number of Units Outstanding, End of Period	0	0	0	0

Putnam VT Vista - Class IB Sub-Account				
Accumulation Unit Value, Beginning of Period	\$12.440	\$ 13.443	\$ 15.532	\$ 16.969
Accumulation Unit Value, End of Period	\$13.443	\$ 15.532	\$ 16.969	\$ 17.432
Number of Units Outstanding, End of Period	0	0	0	0
Putnam VT Voyager - Class IB Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.559	\$ 12.290	\$ 12.574	\$ 12.947
Accumulation Unit Value, End of Period	\$12.290	\$ 12.574	\$ 12.947	\$ 13.298
Number of Units Outstanding, End of Period	0	0	0	0
Van Kampen LIT Aggressive Growth, Class II Sub-Account/(3)/				
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 11.054	\$ 11.965
Accumulation Unit Value, End of Period	--	\$ 11.054	\$ 11.965	\$ 12.230
Number of Units Outstanding, End of Period	--	0	0	0
Van Kampen LIT Comstock, Class II Sub-Account				
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 11.266	\$ 11.426
Accumulation Unit Value, End of Period	--	\$ 11.266	\$ 11.426	\$ 12.917
Number of Units Outstanding, End of Period	--	0	0	0
Van Kampen LIT Strategic Growth, Class II Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.038	\$ 11.635	\$ 12.102	\$ 12.690
Accumulation Unit Value, End of Period	\$11.635	\$ 12.102	\$ 12.690	\$ 12.687
Number of Units Outstanding, End of Period	0	0	0	0
Van Kampen LIT Growth and Income, Class II Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.787	\$ 13.238	\$ 14.716	\$ 15.729
Accumulation Unit Value, End of Period	\$13.238	\$ 14.716	\$ 15.729	\$ 17.771
Number of Units Outstanding, End of Period	0	0	0	0
Van Kampen LIT Money Market, Class II Sub-Account				
Accumulation Unit Value, Beginning of Period	\$10.000	\$ 10.000	\$ 9.794	\$ 9.773
Accumulation Unit Value, End of Period	\$10.000	\$ 9.794	\$ 9.773	\$ 9.918
Number of Units Outstanding, End of Period	0	0	0	0
Van Kampen UIF Emerging Markets Debt, Class II Sub-Account /(4)/				
Accumulation Unit Value, Beginning of Period	\$12.625	\$ 13.752	\$ 14.746	\$ 16.109
Accumulation Unit Value, End of Period	\$13.752	\$ 14.746	\$ 16.109	\$ 17.388
Number of Units Outstanding, End of Period	0	0	0	0
Van Kampen UIF Equity and Income, Class II Sub-Account /(4)/				
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 10.892	\$ 11.394
Accumulation Unit Value, End of Period	--	\$ 10.892	\$ 11.394	\$ 12.496
Number of Units Outstanding, End of Period	--	0	0	0
Van Kampen UIF Equity Growth, Class II Sub-Account /(4)/				
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 10.665	\$ 11.998
Accumulation Unit Value, End of Period	--	\$ 10.665	\$ 11.998	\$ 12.133
Number of Units Outstanding, End of Period	--	0	0	0
Van Kampen UIF Global Franchise, Class II Sub-Account /(4)/				
Accumulation Unit Value, Beginning of Period	\$10.000	\$ 10.000	\$ 10.985	\$ 11.983
Accumulation Unit Value, End of Period	\$10.000	\$ 10.985	\$ 11.983	\$ 14.184
Number of Units Outstanding, End of Period	0	0	0	0
Van Kampen UIF Mid Cap Growth, Class II Sub-Account /(4)/				
Accumulation Unit Value, Beginning of Period	--	--	--	\$ 10.000
Accumulation Unit Value, End of Period	--	--	--	\$ 9.766
Number of Units Outstanding, End of Period	--	--	--	0
Van Kampen UIF Small Company Growth, Class II Sub-Account /(4)/				
Accumulation Unit Value, Beginning of Period	\$12.093	\$ 13.501	\$ 15.644	\$ 17.203
Accumulation Unit Value, End of Period	\$13.501	\$ 15.644	\$ 17.203	\$ 18.742
Number of Units Outstanding, End of Period	0	0	0	0
Van Kampen UIF U.S. Mid Cap Value, Class II Sub-Account /(4)/				
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 11.223	\$ 12.261
Accumulation Unit Value, End of Period	--	\$ 11.223	\$ 12.261	\$ 14.408
Number of Units Outstanding, End of Period	--	0	0	0

Van Kampen UIF U.S. Real Estate, Class II Sub-Account /(4)/				
Accumulation Unit Value, Beginning of Period	\$12.546	\$ 14.384	\$ 19.066	\$ 21.685
Accumulation Unit Value, End of Period	\$14.384	\$ 19.066	\$ 21.685	\$ 29.083
Number of Units Outstanding, End of Period	0	0	0	0

(1) Effective May 31, 2007, the STI Classic Capital Appreciation Fund, the STI Classic Large Cap Relative Value Fund, and the STI Classic Mid-Cap Equity Fund will change their names to STI Classic Large Cap Growth Stock Fund, STI Classic Large Cap Core Equity Fund, and STI Classic Mid-Cap Core Equity Fund, respectively.

(2) Effective October 1, 2004, the Putnam VT Health Sciences - Class IB Sub-Account, Putnam VT New Opportunities - Class IB Sub-Account, Putnam VT Research - Class IB Sub-Account and the Putnam VT Utilities Growth and Income - Class IB Sub-Account Portfolios are no longer available for new investments. If you are currently invested in these Variable Sub-Accounts, you may continue your investment. If, prior to October 1, 2004, you enrolled in one of our automatic transaction programs, such as automatic additions, portfolio rebalancing, or dollar cost averaging, we will continue to effect automatic transactions into these Variable Sub-Accounts in accordance with that program. Outside of these automatic transaction programs, additional allocations will not be allowed.

(3) Effective May 1, 2006, the Van Kampen LIT Aggressive Growth, Class II Sub-Account closed to new investments. If you invested in this Variable Sub-Account prior to May 1, 2006, you may continue your investment. If prior to May 1, 2006, you enrolled in one of our automatic transaction programs, such as automatic additions, portfolio rebalancing or dollar cost averaging, we will continue to effect automatic transactions to this Variable Sub-Account in accordance with that program. Outside of these automatic transaction programs, additional allocations will not be allowed.

(4) Morgan Stanley Investment Management Inc., the adviser to the UIF Portfolios, does business in certain instances using the name Van Kampen.

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ALLSTATE ADVISOR PREFERRED CONTRACTS WITH NO WITHDRAWAL CHARGE OPTION:

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT SINCE CONTRACTS WERE FIRST OFFERED* (BASIC CONTRACT)

*The Contracts and all of the Variable Sub-Accounts were first offered under the Contracts on July 15, 2003, except for the following Variable Sub-Accounts: Van Kampen LIT Money Market, Class II Sub-Account and Van Kampen UIF Global Franchise, Class II Sub-Account which were first offered under the Contracts on December 31, 2003; FTVIP Franklin Income Securities - Class 2 Sub-Account, FTVIP Franklin U.S. Government - Class 2 Sub-Account, Van Kampen LIT Aggressive Growth, Class II Sub-Account, Van Kampen LIT Comstock, Class II Sub-Account, Van Kampen UIF Equity and Income, Class II Sub-Account, Van Kampen UIF Equity Growth, Class II Sub-Account and Van Kampen UIF U.S. Mid Cap Value, Class II Sub-Account which were first offered under the Contracts on May 1, 2004; FTVIP Franklin Large Cap Growth Securities - Class 2 Sub-Account, Lord Abnett Series - All Value Sub-Account, Lord Abnett Series - Bond-Debenture Sub-Account, Lord Abnett Series - Growth and Income Sub-Account, Lord Abnett Series - Growth Opportunities Sub-Account, Lord Abnett Series - Mid-Cap Value Sub-Account and Oppenheimer Core Bond/VA - Service Shares Sub-Account (formerly Oppenheimer Bond/VA) which were first offered under the Contracts on October 1, 2004, and the Fidelity VIP Contrafund(R) - Service Class 2 Sub-Account, Fidelity VIP Freedom 2010 - Service Class 2 Sub-Account, Fidelity VIP Freedom 2020 - Service Class 2 Sub-Account, Fidelity VIP Freedom 2030 - Service Class 2 Sub-Account, Fidelity VIP Freedom Income - Service Class 2 Sub-Account, Fidelity VIP Growth Stock - Service Class 2 Sub-Account, Fidelity VIP Index 500 - Service Class 2 Sub-Account, Fidelity VIP Mid Cap - Service Class 2 Sub-Account, FTVIP Mutual Discovery Securities - Class 2 Sub-Account, and Van Kampen UIF Mid Cap Growth, Class II Sub-Account which were first offered under the Contracts on May 1, 2006. The Accumulation Unit Values in this table reflect a Mortality and Expense Risk Charge of 1.60% and Administrative Expense Charge of 0.19%.

For the Years Beginning January 1* and Ending December 31, 2003 2004 2005 2006

SUB-ACCOUNTS

STI Classic Capital Appreciation Sub-Account /(1)/					
Accumulation Unit Value, Beginning of Period	\$10.000	\$ 10.724	\$ 11.243	\$ 10.944	
Accumulation Unit Value, End of Period	\$10.724	\$ 11.243	\$ 10.944	\$ 11.912	
Number of Units Outstanding, End of Period	0	0	0	0	
STI Classic Large Cap Relative Value Sub-Account /(1)/					
Accumulation Unit Value, Beginning of Period	\$10.000	\$ 11.330	\$ 12.718	\$ 13.619	
Accumulation Unit Value, End of Period	\$11.330	\$ 12.718	\$ 13.619	\$ 15.542	
Number of Units Outstanding, End of Period	0	0	0	0	
STI Classic Large Cap Value Equity Sub-Account					
Accumulation Unit Value, Beginning of Period	\$10.000	\$ 11.236	\$ 12.723	\$ 12.964	
Accumulation Unit Value, End of Period	\$11.236	\$ 12.723	\$ 12.964	\$ 15.593	
Number of Units Outstanding, End of Period	136	134	138	132	
STI Classic Mid-Cap Equity Sub-Account /(1)/					
Accumulation Unit Value, Beginning of Period	\$10.000	\$ 11.411	\$ 13.092	\$ 14.699	
Accumulation Unit Value, End of Period	\$11.411	\$ 13.092	\$ 14.699	\$ 15.984	
Number of Units Outstanding, End of Period	0	0	0	0	
STI Classic Small Cap Value Equity Sub-Account					
Accumulation Unit Value, Beginning of Period	\$10.000	\$ 12.204	\$ 14.885	\$ 16.359	
Accumulation Unit Value, End of Period	\$12.204	\$ 14.885	\$ 16.359	\$ 18.655	
Number of Units Outstanding, End of Period	0	0	197	197	
Fidelity VIP Contrafund(R) - Service Class 2 Sub-Account					
Accumulation Unit Value, Beginning of Period	--	--	--	\$ 10.000	
Accumulation Unit Value, End of Period	--	--	--	\$ 10.256	
Number of Units Outstanding, End of Period	--	--	--	0	
Fidelity VIP Freedom 2010 - Service Class 2 Sub-Account					
Accumulation Unit Value, Beginning of Period	--	--	--	\$ 10.000	
Accumulation Unit Value, End of Period	--	--	--	\$ 10.447	
Number of Units Outstanding, End of Period	--	--	--	0	

Fidelity VIP Freedom 2020 - Service Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	--	--	--	\$ 10.000
Accumulation Unit Value, End of Period	--	--	--	\$ 10.477
Number of Units Outstanding, End of Period	--	--	--	0
Fidelity VIP Freedom 2030 - Service Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	--	--	--	\$ 10.000
Accumulation Unit Value, End of Period	--	--	--	\$ 10.486
Number of Units Outstanding, End of Period	--	--	--	0
Fidelity VIP Freedom Income - Service Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	--	--	--	\$ 10.000
Accumulation Unit Value, End of Period	--	--	--	\$ 10.338
Number of Units Outstanding, End of Period	--	--	--	0
Fidelity VIP Growth Stock - Service Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	--	--	--	\$ 10.000
Accumulation Unit Value, End of Period	--	--	--	\$ 9.733
Number of Units Outstanding, End of Period	--	--	--	0
Fidelity VIP Index 500 - Service Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	--	--	--	\$ 10.000
Accumulation Unit Value, End of Period	--	--	--	\$ 10.809
Number of Units Outstanding, End of Period	--	--	--	0
Fidelity VIP Mid Cap - Service Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	--	--	--	\$ 10.000
Accumulation Unit Value, End of Period	--	--	--	\$ 9.865
Number of Units Outstanding, End of Period	--	--	--	0
FTVIP Franklin Growth and Income Securities - Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.807	\$ 13.392	\$ 14.549	\$ 14.791
Accumulation Unit Value, End of Period	\$13.392	\$ 14.549	\$ 14.791	\$ 16.961
Number of Units Outstanding, End of Period	2,531	2,399	2,190	2,199
FTVIP Franklin Income Securities - Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 11.225	\$ 11.202
Accumulation Unit Value, End of Period	--	\$ 11.225	\$ 11.202	\$ 13.008
Number of Units Outstanding, End of Period	--	0	225	30,492
FTVIP Franklin Large Cap Growth Securities - Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 10.520	\$ 10.442
Accumulation Unit Value, End of Period	--	\$ 10.520	\$ 10.442	\$ 11.373
Number of Units Outstanding, End of Period	--	0	0	832
FTVIP Franklin Small Cap Value Securities - Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	\$12.460	\$ 14.563	\$ 17.699	\$ 18.907
Accumulation Unit Value, End of Period	\$14.563	\$ 17.699	\$ 18.907	\$ 21.723
Number of Units Outstanding, End of Period	569	535	506	456
FTVIP Franklin U.S. Government - Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 10.239	\$ 10.298
Accumulation Unit Value, End of Period	--	\$ 10.239	\$ 10.298	\$ 10.520
Number of Units Outstanding, End of Period	--	0	147	897
FTVIP Mutual Discovery Securities - Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	--	--	--	\$ 10.000
Accumulation Unit Value, End of Period	--	--	--	\$ 11.004
Number of Units Outstanding, End of Period	--	--	--	0
FTVIP Mutual Shares Securities - Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.385	\$ 12.687	\$ 14.034	\$ 15.238
Accumulation Unit Value, End of Period	\$12.687	\$ 14.034	\$ 15.238	\$ 17.717
Number of Units Outstanding, End of Period	2,239	2,274	2,440	24,057
FTVIP Templeton Developing Markets Securities - Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	\$13.273	\$ 16.875	\$ 20.668	\$ 25.867
Accumulation Unit Value, End of Period	\$16.875	\$ 20.668	\$ 25.867	\$ 32.542
Number of Units Outstanding, End of Period	0	8,772	0	0
FTVIP Templeton Foreign Securities - Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.574	\$ 13.599	\$ 15.830	\$ 17.129
Accumulation Unit Value, End of Period	\$13.599	\$ 15.830	\$ 17.129	\$ 20.431
Number of Units Outstanding, End of Period	298	399	759	19,930



Lord Abbett Series - All Value Sub-Account					
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 10.906	\$ 11.456	
Accumulation Unit Value, End of Period	--	\$ 10.906	\$ 11.456	\$ 12.899	
Number of Units Outstanding, End of Period	--	0	536	535	
Lord Abbett Series - Bond-Debenture Sub-Account					
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 10.357	\$ 10.305	
Accumulation Unit Value, End of Period	--	\$ 10.357	\$ 10.305	\$ 11.066	
Number of Units Outstanding, End of Period	--	0	0	1,056	
Lord Abbett Series - Growth and Income Sub-Account					
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 10.891	\$ 11.043	
Accumulation Unit Value, End of Period	--	\$ 10.891	\$ 11.043	\$ 12.720	
Number of Units Outstanding, End of Period	--	0	676	130	
Lord Abbett Series - Growth Opportunities Sub-Account					
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 11.139	\$ 11.446	
Accumulation Unit Value, End of Period	--	\$ 11.139	\$ 11.446	\$ 12.129	
Number of Units Outstanding, End of Period	--	0	0	0	
Lord Abbett Series - Mid-Cap Value Sub-Account					
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 11.122	\$ 11.821	
Accumulation Unit Value, End of Period	--	\$ 11.122	\$ 11.821	\$ 13.030	
Number of Units Outstanding, End of Period	--	0	0	0	
Oppenheimer Balanced/VA - Service Shares Sub-Account					
Accumulation Unit Value, Beginning of Period		\$12.008	\$ 13.095	\$ 14.121	\$ 14.378
Accumulation Unit Value, End of Period		\$13.095	\$ 14.121	\$ 14.378	\$ 15.654
Number of Units Outstanding, End of Period		424	516	346	534
Oppenheimer Capital Appreciation/VA - Service Shares Sub-Account					
Accumulation Unit Value, Beginning of Period		\$11.104	\$ 12.281	\$ 12.859	\$ 13.244
Accumulation Unit Value, End of Period		\$12.281	\$ 12.859	\$ 13.244	\$ 14.006
Number of Units Outstanding, End of Period		0	0	1,350	899
Oppenheimer Core Bond/VA - Service Shares Sub-Account					
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 10.105	\$ 10.156	
Accumulation Unit Value, End of Period	--	\$ 10.105	\$ 10.156	\$ 10.467	
Number of Units Outstanding, End of Period	--	0	1,035	1,147	
Oppenheimer Global Securities/VA - Service Shares Sub-Account					
Accumulation Unit Value, Beginning of Period		\$11.779	\$ 14.235	\$ 16.620	\$ 18.618
Accumulation Unit Value, End of Period		\$14.235	\$ 16.620	\$ 18.618	\$ 21.461
Number of Units Outstanding, End of Period		109	103	97	96
Oppenheimer High Income/VA - Service Shares Sub-Account					
Accumulation Unit Value, Beginning of Period		\$12.200	\$ 12.959	\$ 13.838	\$ 13.864
Accumulation Unit Value, End of Period		\$12.959	\$ 13.838	\$ 13.864	\$ 14.873
Number of Units Outstanding, End of Period		412	333	270	771
Oppenheimer Main Street(R)/VA - Service Shares Sub-Account					
Accumulation Unit Value, Beginning of Period		\$11.460	\$ 12.635	\$ 13.543	\$ 14.065
Accumulation Unit Value, End of Period		\$12.635	\$ 13.543	\$ 14.065	\$ 15.853
Number of Units Outstanding, End of Period		1,009	1,089	2,327	2,475
Oppenheimer Main Street Small Cap(R)/VA - Service Shares Sub-Account					
Accumulation Unit Value, Beginning of Period		\$12.647	\$ 14.664	\$ 17.164	\$ 18.496
Accumulation Unit Value, End of Period		\$14.664	\$ 17.164	\$ 18.496	\$ 20.828
Number of Units Outstanding, End of Period		252	232	339	508
Oppenheimer MidCap/VA - Service Shares Sub-Account					
Accumulation Unit Value, Beginning of Period		\$12.236	\$ 12.391	\$ 14.534	\$ 15.986
Accumulation Unit Value, End of Period		\$12.391	\$ 14.534	\$ 15.986	\$ 16.124
Number of Units Outstanding, End of Period		0	0	0	0
Oppenheimer Strategic Bond/VA - Service Shares Sub-Account					
Accumulation Unit Value, Beginning of Period		\$11.453	\$ 12.138	\$ 12.926	\$ 13.010
Accumulation Unit Value, End of Period		\$12.138	\$ 12.926	\$ 13.010	\$ 13.702
Number of Units Outstanding, End of Period		731	920	931	1,490

Putnam VT Global Asset Allocation - Class IB Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.587	\$ 12.433	\$ 13.323	\$ 13.997
Accumulation Unit Value, End of Period	\$12.433	\$ 13.323	\$ 13.997	\$ 15.515
Number of Units Outstanding, End of Period	0	0	0	0
Putnam VT Growth and Income - Class IB Sub-Account				
Accumulation Unit Value, Beginning of Period	\$12.220	\$ 13.506	\$ 14.738	\$ 15.231
Accumulation Unit Value, End of Period	\$13.506	\$ 14.738	\$ 15.231	\$ 17.340
Number of Units Outstanding, End of Period	1,510	1,415	1,326	1,184
Putnam VT Health Sciences - Class IB Sub-Account/(2)/				
Accumulation Unit Value, Beginning of Period	\$10.993	\$ 11.303	\$ 11.892	\$ 13.221
Accumulation Unit Value, End of Period	\$11.303	\$ 11.892	\$ 13.221	\$ 13.348
Number of Units Outstanding, End of Period	0	0	0	0
Putnam VT High Yield - Class IB Sub-Account				
Accumulation Unit Value, Beginning of Period	\$12.407	\$ 13.345	\$ 14.488	\$ 14.670
Accumulation Unit Value, End of Period	\$13.345	\$ 14.488	\$ 14.670	\$ 15.925
Number of Units Outstanding, End of Period	0	0	613	92
Putnam VT Income - Class IB Sub-Account				
Accumulation Unit Value, Beginning of Period	\$10.474	\$ 10.443	\$ 10.711	\$ 10.768
Accumulation Unit Value, End of Period	\$10.443	\$ 10.711	\$ 10.768	\$ 11.054
Number of Units Outstanding, End of Period	292	304	591	1,464
Putnam VT International Equity - Class IB Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.458	\$ 13.383	\$ 15.272	\$ 16.829
Accumulation Unit Value, End of Period	\$13.383	\$ 15.272	\$ 16.829	\$ 21.110
Number of Units Outstanding, End of Period	0	0	0	0
Putnam VT Investors - Class IB Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.793	\$ 12.992	\$ 14.373	\$ 15.359
Accumulation Unit Value, End of Period	\$12.992	\$ 14.373	\$ 15.359	\$ 17.187
Number of Units Outstanding, End of Period	0	0	0	0
Putnam VT Money Market - Class IB Sub-Account				
Accumulation Unit Value, Beginning of Period	\$ 9.919	\$ 9.853	\$ 9.741	\$ 9.809
Accumulation Unit Value, End of Period	\$ 9.853	\$ 9.741	\$ 9.809	\$ 10.057
Number of Units Outstanding, End of Period	0	0	0	324
Putnam VT New Opportunities - Class IB Sub-Account/(2)/				
Accumulation Unit Value, Beginning of Period	\$12.431	\$ 13.497	\$ 14.621	\$ 15.797
Accumulation Unit Value, End of Period	\$13.497	\$ 14.621	\$ 15.797	\$ 16.843
Number of Units Outstanding, End of Period	0	0	0	0
Putnam VT New Value - Class IB Sub-Account				
Accumulation Unit Value, Beginning of Period	\$12.792	\$ 14.574	\$ 16.522	\$ 17.183
Accumulation Unit Value, End of Period	\$14.574	\$ 16.522	\$ 17.183	\$ 19.579
Number of Units Outstanding, End of Period	0	0	0	130
Putnam VT Research - Class IB Sub-Account/(2)/				
Accumulation Unit Value, Beginning of Period	\$12.046	\$ 13.096	\$ 13.834	\$ 14.268
Accumulation Unit Value, End of Period	\$13.096	\$ 13.834	\$ 14.268	\$ 15.599
Number of Units Outstanding, End of Period	0	0	0	0
Putnam VT The George Putnam Fund of Boston - Class IB Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.446	\$ 12.084	\$ 12.841	\$ 13.117
Accumulation Unit Value, End of Period	\$12.084	\$ 12.841	\$ 13.117	\$ 14.418
Number of Units Outstanding, End of Period	0	0	0	0
Putnam VT Utilities Growth and Income - Class IB Sub-Account/(2)/				
Accumulation Unit Value, Beginning of Period	\$12.720	\$ 14.058	\$ 16.789	\$ 17.903
Accumulation Unit Value, End of Period	\$14.058	\$ 16.789	\$ 17.903	\$ 22.337
Number of Units Outstanding, End of Period	0	0	0	0
Putnam VT Vista - Class IB Sub-Account				
Accumulation Unit Value, Beginning of Period	\$12.502	\$ 13.562	\$ 15.798	\$ 17.401
Accumulation Unit Value, End of Period	\$13.562	\$ 15.798	\$ 17.401	\$ 18.022
Number of Units Outstanding, End of Period	855	800	750	671

Putnam VT Voyager - Class IB Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.617	\$ 12.398	\$ 12.789	\$ 13.276
Accumulation Unit Value, End of Period	\$12.398	\$ 12.789	\$ 13.276	\$ 13.748
Number of Units Outstanding, End of Period	255	260	248	255
Van Kampen LIT Aggressive Growth, Class II Sub-Account/(3)/				
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 11.115	\$ 12.129
Accumulation Unit Value, End of Period	--	\$ 11.115	\$ 12.129	\$ 12.499
Number of Units Outstanding, End of Period	--	0	0	0
Van Kampen LIT Comstock, Class II Sub-Account				
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 11.328	\$ 11.583
Accumulation Unit Value, End of Period	--	\$ 11.328	\$ 11.583	\$ 13.202
Number of Units Outstanding, End of Period	--	0	0	0
Van Kampen LIT Strategic Growth, Class II Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.094	\$ 11.738	\$ 12.309	\$ 13.013
Accumulation Unit Value, End of Period	\$11.738	\$ 12.309	\$ 13.013	\$ 13.116
Number of Units Outstanding, End of Period	0	0	0	0
Van Kampen LIT Growth and Income, Class II Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.846	\$ 13.355	\$ 14.968	\$ 16.129
Accumulation Unit Value, End of Period	\$13.355	\$ 14.968	\$ 16.129	\$ 18.372
Number of Units Outstanding, End of Period	0	0	0	0
Van Kampen LIT Money Market, Class II Sub-Account				
Accumulation Unit Value, Beginning of Period	\$10.000	\$ 10.000	\$ 9.875	\$ 9.934
Accumulation Unit Value, End of Period	\$10.000	\$ 9.875	\$ 9.934	\$ 10.164
Number of Units Outstanding, End of Period	0	0	0	1,539
Van Kampen UIF Emerging Markets Debt, Class II Sub-Account /(4)/				
Accumulation Unit Value, Beginning of Period	\$12.688	\$ 13.874	\$ 14.999	\$ 16.519
Accumulation Unit Value, End of Period	\$13.874	\$ 14.999	\$ 16.519	\$ 17.977
Number of Units Outstanding, End of Period	0	0	0	0
Van Kampen UIF Equity and Income, Class II Sub-Account /(4)/				
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 10.952	\$ 11.550
Accumulation Unit Value, End of Period	--	\$ 10.952	\$ 11.550	\$ 12.771
Number of Units Outstanding, End of Period	--	0	0	0
Van Kampen UIF Equity Growth, Class II Sub-Account /(4)/				
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 10.723	\$ 12.162
Accumulation Unit Value, End of Period	--	\$ 10.723	\$ 12.162	\$ 12.400
Number of Units Outstanding, End of Period	--	0	0	0
Van Kampen UIF Global Franchise, Class II Sub-Account /(4)/				
Accumulation Unit Value, Beginning of Period	\$10.000	\$ 10.000	\$ 11.075	\$ 12.180
Accumulation Unit Value, End of Period	\$10.000	\$ 11.075	\$ 12.180	\$ 14.536
Number of Units Outstanding, End of Period	0	0	0	0
Van Kampen UIF Mid Cap Growth, Class II Sub-Account /(4)/				
Accumulation Unit Value, Beginning of Period	--	--	--	\$ 10.000
Accumulation Unit Value, End of Period	--	--	--	\$ 9.820
Number of Units Outstanding, End of Period	--	--	--	212
Van Kampen UIF Small Company Growth, Class II Sub-Account /(4)/				
Accumulation Unit Value, Beginning of Period	\$12.113	\$ 13.575	\$ 15.858	\$ 17.582
Accumulation Unit Value, End of Period	\$13.575	\$ 15.858	\$ 17.582	\$ 19.312
Number of Units Outstanding, End of Period	292	274	258	230
Van Kampen UIF U.S. Mid Cap Value, Class II Sub-Account /(4)/				
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 11.284	\$ 12.429
Accumulation Unit Value, End of Period	--	\$ 11.284	\$ 12.429	\$ 14.725
Number of Units Outstanding, End of Period	--	0	0	143
Van Kampen UIF U.S. Real Estate, Class II Sub-Account /(4)/				
Accumulation Unit Value, Beginning of Period	\$12.609	\$ 14.511	\$ 19.392	\$ 22.236
Accumulation Unit Value, End of Period	\$14.511	\$ 19.392	\$ 22.236	\$ 30.066
Number of Units Outstanding, End of Period	152	85	304	545

(1) Effective May 31, 2007, the STI Classic Capital Appreciation Fund, the STI Classic Large Cap Relative Value



(1) Effective May 31, 2007, the STI Classic Capital Appreciation Fund, the STI Classic Large Cap Relative Value

150 PROSPECTUS

ALLSTATE ADVISOR PREFERRED CONTRACTS WITH NO WITHDRAWAL CHARGE OPTION:

ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT SINCE CONTRACTS WERE FIRST OFFERED* (WITH THE MAV DEATH BENEFIT OPTION, THE ENHANCED BENEFICIARY PROTECTION (ANNUAL INCREASE) OPTION AND THE EARNINGS PROTECTION DEATH BENEFIT OPTION (AGE 71-79))

*The Contracts and all of the Variable Sub-Accounts were first offered under the Contracts on July 15, 2003, except for the following Variable Sub-Accounts: Van Kampen LIT Money Market, Class II Sub-Account and Van Kampen UIF Global Franchise, Class II Sub-Account which were first offered under the Contracts on December 31, 2003; FTVIP Franklin Income Securities - Class 2 Sub-Account, FTVIP Franklin U.S. Government - Class 2 Sub-Account, Van Kampen LIT Aggressive Growth, Class II Sub-Account, Van Kampen LIT Comstock, Class II Sub-Account, Van Kampen UIF Equity and Income, Class II Sub-Account, Van Kampen UIF Equity Growth, Class II Sub-Account and Van Kampen UIF U.S. Mid Cap Value, Class II Sub-Account which were first offered under the Contracts on May 1, 2004; FTVIP Franklin Large Cap Growth Securities - Class 2 Sub-Account, Lord Abbett Series - All Value Sub-Account, Lord Abbett Series - Bond-Debenture Sub-Account, Lord Abbett Series - Growth and Income Sub-Account, Lord Abbett Series - Growth Opportunities Sub-Account, Lord Abbett Series - Mid-Cap Value Sub-Account and Oppenheimer Core Bond/VA - Service Shares Sub-Account (formerly Oppenheimer Bond/VA) which were first offered under the Contracts on October 1, 2004, and the Fidelity VIP Contrafund(R) - Service Class 2 Sub-Account, Fidelity VIP Freedom 2010 - Service Class 2 Sub-Account, Fidelity VIP Freedom 2020 - Service Class 2 Sub-Account, Fidelity VIP Freedom 2030 - Service Class 2 Sub-Account, Fidelity VIP Freedom Income - Service Class 2 Sub-Account, Fidelity VIP Growth Stock - Service Class 2 Sub-Account, Fidelity VIP Index 500 - Service Class 2 Sub-Account, Fidelity VIP Mid Cap - Service Class 2 Sub-Account, FTVIP Mutual Discovery Securities - Class 2 Sub-Account, and Van Kampen UIF Mid Cap Growth, Class II Sub-Account which were first offered under the Contracts on May 1, 2006. The Accumulation Unit Values in this table reflect a Mortality and Expense Risk Charge of 2.50% and Administrative Expense Charge of 0.19%.

For the Years Beginning January 1* and Ending December 31, 2003 2004 2005 2006

SUB-ACCOUNTS

STI Classic Capital Appreciation Sub-Account /(1)/					
Accumulation Unit Value, Beginning of Period	\$10.000	\$ 10.679	\$ 11.093	\$ 10.699	
Accumulation Unit Value, End of Period	\$10.679	\$ 11.093	\$ 10.699	\$ 11.539	
Number of Units Outstanding, End of Period	0	0	0	0	
STI Classic Large Cap Relative Value Sub-Account /(1)/					
Accumulation Unit Value, Beginning of Period	\$10.000	\$ 11.282	\$ 12.548	\$ 13.314	
Accumulation Unit Value, End of Period	\$11.282	\$ 12.548	\$ 13.314	\$ 15.056	
Number of Units Outstanding, End of Period	0	0	0	0	
STI Classic Large Cap Value Equity Sub-Account					
Accumulation Unit Value, Beginning of Period	\$10.000	\$ 11.188	\$ 12.553	\$ 12.674	
Accumulation Unit Value, End of Period	\$11.188	\$ 12.553	\$ 12.674	\$ 15.104	
Number of Units Outstanding, End of Period	0	0	0	0	
STI Classic Mid-Cap Equity Sub-Account /(1)/					
Accumulation Unit Value, Beginning of Period	\$10.000	\$ 11.363	\$ 12.917	\$ 14.370	
Accumulation Unit Value, End of Period	\$11.363	\$ 12.917	\$ 14.370	\$ 15.484	
Number of Units Outstanding, End of Period	0	0	0	0	
STI Classic Small Cap Value Equity Sub-Account					
Accumulation Unit Value, Beginning of Period	\$10.000	\$ 12.152	\$ 14.686	\$ 15.993	
Accumulation Unit Value, End of Period	\$12.152	\$ 14.686	\$ 15.993	\$ 18.071	
Number of Units Outstanding, End of Period	0	0	0	0	
Fidelity VIP Contrafund(R) - Service Class 2 Sub-Account					
Accumulation Unit Value, Beginning of Period	--	--	--	\$ 10.000	
Accumulation Unit Value, End of Period	--	--	--	\$ 10.193	
Number of Units Outstanding, End of Period	--	--	--	0	
Fidelity VIP Freedom 2010 - Service Class 2 Sub-Account					
Accumulation Unit Value, Beginning of Period	--	--	--	\$ 10.000	
Accumulation Unit Value, End of Period	--	--	--	\$ 10.383	
Number of Units Outstanding, End of Period	--	--	--	0	

Fidelity VIP Freedom 2020 - Service Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	--	--	--	\$ 10.000
Accumulation Unit Value, End of Period	--	--	--	\$ 10.412
Number of Units Outstanding, End of Period	--	--	--	0
Fidelity VIP Freedom 2030 - Service Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	--	--	--	\$ 10.000
Accumulation Unit Value, End of Period	--	--	--	\$ 10.421
Number of Units Outstanding, End of Period	--	--	--	0
Fidelity VIP Freedom Income - Service Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	--	--	--	\$ 10.000
Accumulation Unit Value, End of Period	--	--	--	\$ 10.274
Number of Units Outstanding, End of Period	--	--	--	0
Fidelity VIP Growth Stock - Service Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	--	--	--	\$ 10.000
Accumulation Unit Value, End of Period	--	--	--	\$ 9.673
Number of Units Outstanding, End of Period	--	--	--	0
Fidelity VIP Index 500 - Service Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	--	--	--	\$ 10.000
Accumulation Unit Value, End of Period	--	--	--	\$ 10.742
Number of Units Outstanding, End of Period	--	--	--	0
Fidelity VIP Mid Cap - Service Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	--	--	--	\$ 10.000
Accumulation Unit Value, End of Period	--	--	--	\$ 9.804
Number of Units Outstanding, End of Period	--	--	--	0
FTVIP Franklin Growth and Income Securities - Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.739	\$ 13.259	\$ 14.271	\$ 14.377
Accumulation Unit Value, End of Period	\$13.259	\$ 14.271	\$ 14.377	\$ 16.335
Number of Units Outstanding, End of Period	0	0	0	0
FTVIP Franklin Income Securities - Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 11.156	\$ 11.031
Accumulation Unit Value, End of Period	--	\$ 11.156	\$ 11.031	\$ 12.693
Number of Units Outstanding, End of Period	--	0	0	0
FTVIP Franklin Large Cap Growth Securities - Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 10.496	\$ 10.323
Accumulation Unit Value, End of Period	--	\$ 10.496	\$ 10.323	\$ 11.140
Number of Units Outstanding, End of Period	--	0	0	0
FTVIP Franklin Small Cap Value Securities - Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	\$12.389	\$ 14.417	\$ 17.361	\$ 18.377
Accumulation Unit Value, End of Period	\$14.417	\$ 17.361	\$ 18.377	\$ 20.921
Number of Units Outstanding, End of Period	0	0	0	0
FTVIP Franklin U.S. Government - Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 10.176	\$ 10.141
Accumulation Unit Value, End of Period	--	\$ 10.176	\$ 10.141	\$ 10.265
Number of Units Outstanding, End of Period	--	0	0	0
FTVIP Mutual Discovery Securities - Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	--	--	--	\$ 10.000
Accumulation Unit Value, End of Period	--	--	--	\$ 10.936
Number of Units Outstanding, End of Period	--	--	--	0
FTVIP Mutual Shares Securities - Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.319	\$ 12.560	\$ 13.766	\$ 14.811
Accumulation Unit Value, End of Period	\$12.560	\$ 13.766	\$ 14.811	\$ 17.063
Number of Units Outstanding, End of Period	0	0	0	0
FTVIP Templeton Developing Markets Securities - Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	\$13.197	\$ 16.706	\$ 20.275	\$ 25.143
Accumulation Unit Value, End of Period	\$16.706	\$ 20.275	\$ 25.143	\$ 31.342
Number of Units Outstanding, End of Period	0	0	0	0

FTVIP Templeton Foreign Securities - Class 2 Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.507	\$ 13.463	\$ 15.528	\$ 16.649
Accumulation Unit Value, End of Period	\$13.463	\$ 15.528	\$ 16.649	\$ 19.677
Number of Units Outstanding, End of Period	0	0	0	0
Lord Abbett Series - All Value Sub-Account				
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 10.881	\$ 11.326
Accumulation Unit Value, End of Period	--	\$ 10.881	\$ 11.326	\$ 12.636
Number of Units Outstanding, End of Period	--	0	0	0
Lord Abbett Series - Bond-Debenture Sub-Account				
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 10.334	\$ 10.188
Accumulation Unit Value, End of Period	--	\$ 10.334	\$ 10.188	\$ 10.840
Number of Units Outstanding, End of Period	--	0	0	0
Lord Abbett Series - Growth and Income Sub-Account				
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 10.866	\$ 10.918
Accumulation Unit Value, End of Period	--	\$ 10.866	\$ 10.918	\$ 12.460
Number of Units Outstanding, End of Period	--	0	0	0
Lord Abbett Series - Growth Opportunities Sub-Account				
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 11.113	\$ 11.315
Accumulation Unit Value, End of Period	--	\$ 11.113	\$ 11.315	\$ 11.881
Number of Units Outstanding, End of Period	--	0	0	0
Lord Abbett Series - Mid-Cap Value Sub-Account				
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 11.096	\$ 11.686
Accumulation Unit Value, End of Period	--	\$ 11.096	\$ 11.686	\$ 12.764
Number of Units Outstanding, End of Period	--	0	0	0
Oppenheimer Balanced/VA - Service Shares Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.939	\$ 12.964	\$ 13.851	\$ 13.975
Accumulation Unit Value, End of Period	\$12.964	\$ 13.851	\$ 13.975	\$ 15.077
Number of Units Outstanding, End of Period	0	0	0	0
Oppenheimer Capital Appreciation/VA - Service Shares Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.083	\$ 12.206	\$ 12.663	\$ 12.923
Accumulation Unit Value, End of Period	\$12.206	\$ 12.663	\$ 12.923	\$ 13.542
Number of Units Outstanding, End of Period	0	0	0	0
Oppenheimer Core Bond/VA - Service Shares Sub-Account				
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 10.082	\$ 10.040
Accumulation Unit Value, End of Period	--	\$ 10.082	\$ 10.040	\$ 10.253
Number of Units Outstanding, End of Period	--	0	0	0
Oppenheimer Global Securities/VA - Service Shares Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.711	\$ 14.093	\$ 16.303	\$ 18.097
Accumulation Unit Value, End of Period	\$14.093	\$ 16.303	\$ 18.097	\$ 20.669
Number of Units Outstanding, End of Period	0	0	0	0
Oppenheimer High Income/VA - Service Shares Sub-Account				
Accumulation Unit Value, Beginning of Period	\$12.130	\$ 12.829	\$ 13.574	\$ 13.475
Accumulation Unit Value, End of Period	\$12.829	\$ 13.574	\$ 13.475	\$ 14.324
Number of Units Outstanding, End of Period	0	0	0	0
Oppenheimer Main Street(R)/VA - Service Shares Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.395	\$ 12.508	\$ 13.285	\$ 13.671
Accumulation Unit Value, End of Period	\$12.508	\$ 13.285	\$ 13.671	\$ 15.268
Number of Units Outstanding, End of Period	0	0	0	0
Oppenheimer Main Street Small Cap(R)/VA - Service Shares Sub-Account				
Accumulation Unit Value, Beginning of Period	\$12.574	\$ 14.518	\$ 16.837	\$ 17.977
Accumulation Unit Value, End of Period	\$14.518	\$ 16.837	\$ 17.977	\$ 20.060
Number of Units Outstanding, End of Period	0	0	0	0
Oppenheimer MidCap/VA - Service Shares Sub-Account				
Accumulation Unit Value, Beginning of Period	\$12.165	\$ 12.267	\$ 14.257	\$ 15.538
Accumulation Unit Value, End of Period	\$12.267	\$ 14.257	\$ 15.538	\$ 15.529
Number of Units Outstanding, End of Period	0	0	0	0

Oppenheimer Strategic Bond/VA - Service Shares Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.387	\$ 12.016	\$ 12.679	\$ 12.645
Accumulation Unit Value, End of Period	\$12.016	\$ 12.679	\$ 12.645	\$ 13.196
Number of Units Outstanding, End of Period	0	0	0	0
Putnam VT Global Asset Allocation - Class IB Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.521	\$ 12.309	\$ 13.069	\$ 13.605
Accumulation Unit Value, End of Period	\$12.309	\$ 13.069	\$ 13.605	\$ 14.943
Number of Units Outstanding, End of Period	0	0	0	0
Putnam VT Growth and Income - Class IB Sub-Account				
Accumulation Unit Value, Beginning of Period	\$12.150	\$ 13.370	\$ 14.457	\$ 14.804
Accumulation Unit Value, End of Period	\$13.370	\$ 14.457	\$ 14.804	\$ 16.700
Number of Units Outstanding, End of Period	0	0	0	0
Putnam VT Health Sciences - Class IB Sub-Account/(2)/				
Accumulation Unit Value, Beginning of Period	\$10.930	\$ 11.190	\$ 11.665	\$ 12.850
Accumulation Unit Value, End of Period	\$11.190	\$ 11.665	\$ 12.850	\$ 12.855
Number of Units Outstanding, End of Period	0	0	0	0
Putnam VT High Yield - Class IB Sub-Account				
Accumulation Unit Value, Beginning of Period	\$12.336	\$ 13.212	\$ 14.212	\$ 14.259
Accumulation Unit Value, End of Period	\$13.212	\$ 14.212	\$ 14.259	\$ 15.337
Number of Units Outstanding, End of Period	0	0	0	0
Putnam VT Income - Class IB Sub-Account				
Accumulation Unit Value, Beginning of Period	\$10.413	\$ 10.338	\$ 10.506	\$ 10.466
Accumulation Unit Value, End of Period	\$10.338	\$ 10.506	\$ 10.466	\$ 10.645
Number of Units Outstanding, End of Period	0	0	0	0
Putnam VT International Equity - Class IB Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.392	\$ 13.249	\$ 14.981	\$ 16.357
Accumulation Unit Value, End of Period	\$13.249	\$ 14.981	\$ 16.357	\$ 20.331
Number of Units Outstanding, End of Period	0	0	0	0
Putnam VT Investors - Class IB Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.725	\$ 12.862	\$ 14.098	\$ 14.929
Accumulation Unit Value, End of Period	\$12.862	\$ 14.098	\$ 14.929	\$ 16.552
Number of Units Outstanding, End of Period	0	0	0	0
Putnam VT Money Market - Class IB Sub-Account				
Accumulation Unit Value, Beginning of Period	\$ 9.862	\$ 9.755	\$ 9.555	\$ 9.534
Accumulation Unit Value, End of Period	\$ 9.755	\$ 9.555	\$ 9.534	\$ 9.686
Number of Units Outstanding, End of Period	0	0	0	0
Putnam VT New Opportunities - Class IB Sub-Account/(2)/				
Accumulation Unit Value, Beginning of Period	\$12.359	\$ 13.362	\$ 14.343	\$ 15.354
Accumulation Unit Value, End of Period	\$13.362	\$ 14.343	\$ 15.354	\$ 16.221
Number of Units Outstanding, End of Period	0	0	0	0
Putnam VT New Value - Class IB Sub-Account				
Accumulation Unit Value, Beginning of Period	\$12.718	\$ 14.429	\$ 16.207	\$ 16.701
Accumulation Unit Value, End of Period	\$14.429	\$ 16.207	\$ 16.701	\$ 18.856
Number of Units Outstanding, End of Period	0	0	0	0
Putnam VT Research - Class IB Sub-Account/(2)/				
Accumulation Unit Value, Beginning of Period	\$11.976	\$ 12.965	\$ 13.570	\$ 13.868
Accumulation Unit Value, End of Period	\$12.965	\$ 13.570	\$ 13.868	\$ 15.023
Number of Units Outstanding, End of Period	0	0	0	0
Putnam VT The George Putnam Fund of Boston - Class IB Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.381	\$ 11.963	\$ 12.596	\$ 12.749
Accumulation Unit Value, End of Period	\$11.963	\$ 12.596	\$ 12.749	\$ 13.886
Number of Units Outstanding, End of Period	0	0	0	0
Putnam VT Utilities Growth and Income - Class IB Sub-Account/(2)/				
Accumulation Unit Value, Beginning of Period	\$12.647	\$ 13.918	\$ 16.469	\$ 17.401
Accumulation Unit Value, End of Period	\$13.918	\$ 16.469	\$ 17.401	\$ 21.512
Number of Units Outstanding, End of Period	0	0	0	0

Putnam VT Vista - Class IB Sub-Account				
Accumulation Unit Value, Beginning of Period	\$12.430	\$ 13.427	\$ 15.497	\$ 16.913
Accumulation Unit Value, End of Period	\$13.427	\$ 15.497	\$ 16.913	\$ 17.357
Number of Units Outstanding, End of Period	0	0	0	0
Putnam VT Voyager - Class IB Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.550	\$ 12.274	\$ 12.545	\$ 12.904
Accumulation Unit Value, End of Period	\$12.274	\$ 12.545	\$ 12.904	\$ 13.240
Number of Units Outstanding, End of Period	0	0	0	0
Van Kampen LIT Aggressive Growth, Class II Sub-Account/(3)/				
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 11.047	\$ 11.945
Accumulation Unit Value, End of Period	--	\$ 11.047	\$ 11.945	\$ 12.197
Number of Units Outstanding, End of Period	--	0	0	0
Van Kampen LIT Comstock, Class II Sub-Account				
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 11.258	\$ 11.407
Accumulation Unit Value, End of Period	--	\$ 11.258	\$ 11.407	\$ 12.882
Number of Units Outstanding, End of Period	--	0	0	0
Van Kampen LIT Strategic Growth, Class II Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.030	\$ 11.621	\$ 12.075	\$ 12.648
Accumulation Unit Value, End of Period	\$11.621	\$ 12.075	\$ 12.648	\$ 12.632
Number of Units Outstanding, End of Period	0	0	0	0
Van Kampen LIT Growth and Income, Class II Sub-Account				
Accumulation Unit Value, Beginning of Period	\$11.778	\$ 13.221	\$ 14.683	\$ 15.677
Accumulation Unit Value, End of Period	\$13.221	\$ 14.683	\$ 15.677	\$ 17.694
Number of Units Outstanding, End of Period	0	0	0	0
Van Kampen LIT Money Market, Class II Sub-Account				
Accumulation Unit Value, Beginning of Period	\$10.000	\$ 10.000	\$ 9.784	\$ 9.753
Accumulation Unit Value, End of Period	\$10.000	\$ 9.784	\$ 9.753	\$ 9.887
Number of Units Outstanding, End of Period	0	0	0	0
Van Kampen UIF Emerging Markets Debt, Class II Sub-Account /(4)/				
Accumulation Unit Value, Beginning of Period	\$12.615	\$ 13.735	\$ 14.713	\$ 16.056
Accumulation Unit Value, End of Period	\$13.735	\$ 14.713	\$ 16.056	\$ 17.313
Number of Units Outstanding, End of Period	0	0	0	0
Van Kampen UIF Equity and Income, Class II Sub-Account /(4)/				
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 10.885	\$ 11.374
Accumulation Unit Value, End of Period	--	\$ 10.885	\$ 11.374	\$ 12.461
Number of Units Outstanding, End of Period	--	0	0	0
Van Kampen UIF Equity Growth, Class II Sub-Account /(4)/				
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 10.657	\$ 11.977
Accumulation Unit Value, End of Period	--	\$ 10.657	\$ 11.977	\$ 12.100
Number of Units Outstanding, End of Period	--	0	0	0
Van Kampen UIF Global Franchise, Class II Sub-Account /(4)/				
Accumulation Unit Value, Beginning of Period	\$10.000	\$ 10.000	\$ 10.974	\$ 11.958
Accumulation Unit Value, End of Period	\$10.000	\$ 10.974	\$ 11.958	\$ 14.141
Number of Units Outstanding, End of Period	0	0	0	0
Van Kampen UIF Mid Cap Growth, Class II Sub-Account /(4)/				
Accumulation Unit Value, Beginning of Period	--	--	--	\$ 10.000
Accumulation Unit Value, End of Period	--	--	--	\$ 9.759
Number of Units Outstanding, End of Period	--	--	--	0
Van Kampen UIF Small Company Growth, Class II Sub-Account /(4)/				
Accumulation Unit Value, Beginning of Period	\$12.090	\$ 13.492	\$ 15.617	\$ 17.156
Accumulation Unit Value, End of Period	\$13.492	\$ 15.617	\$ 17.156	\$ 18.672
Number of Units Outstanding, End of Period	0	0	0	0
Van Kampen UIF U.S. Mid Cap Value, Class II Sub-Account /(4)/				
Accumulation Unit Value, Beginning of Period	--	\$ 10.000	\$ 11.215	\$ 12.240
Accumulation Unit Value, End of Period	--	\$ 11.215	\$ 12.240	\$ 14.369
Number of Units Outstanding, End of Period	--	0	0	0

Van Kampen UIF U.S. Real Estate, Class II Sub-Account /(4)/				
Accumulation Unit Value, Beginning of Period	\$12.536	\$ 14.366	\$ 19.022	\$ 21.613
Accumulation Unit Value, End of Period	\$14.366	\$ 19.022	\$ 21.613	\$ 28.957
Number of Units Outstanding, End of Period	0	0	0	0

(1) Effective May 31, 2007, the STI Classic Capital Appreciation Fund, the STI Classic Large Cap Relative Value Fund, and the STI Classic Mid-Cap Equity Fund will change their names to STI Classic Large Cap Growth Stock Fund, STI Classic Large Cap Core Equity Fund, and STI Classic Mid-Cap Core Equity Fund, respectively.

(2) Effective October 1, 2004, the Putnam VT Health Sciences - Class IB Sub-Account, Putnam VT New Opportunities - Class IB Sub-Account, Putnam VT Research - Class IB Sub-Account and the Putnam VT Utilities Growth and Income - Class IB Sub-Account Portfolios are no longer available for new investments. If you are currently invested in these Variable Sub-Accounts, you may continue your investment. If, prior to October 1, 2004, you enrolled in one of our automatic transaction programs, such as automatic additions, portfolio rebalancing, or dollar cost averaging, we will continue to effect automatic transactions into these Variable Sub-Accounts in accordance with that program. Outside of these automatic transaction programs, additional allocations will not be allowed.

(3) Effective May 1, 2006, the Van Kampen LIT Aggressive Growth, Class II Sub-Account closed to new investments. If you invested in this Variable Sub-Account prior to May 1, 2006, you may continue your investment. If prior to May 1, 2006, you enrolled in one of our automatic transaction programs, such as automatic additions, portfolio rebalancing or dollar cost averaging, we will continue to effect automatic transactions to this Variable Sub-Account in accordance with that program. Outside of these automatic transaction programs, additional allocations will not be allowed.

(4) Morgan Stanley Investment Management Inc., the adviser to the UIF Portfolios, does business in certain instances using the name Van Kampen.

156 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	\$4,092.00
Cost of printing and engraving	\$ _____
Legal fees	\$0
Accounting fees	\$6,600.00
Mailing fees	\$ _____

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.

ITEM 16. EXHIBITS.

- (1)(a) Underwriting Agreement between Allstate Life Insurance Company and Allstate Distributors, L.L.C. (Incorporated herein by reference to Pre-Effective Amendment No. 1 to the Form N-4 Registration Statement of Allstate Life Insurance Company Separate Account A (File No. 333-31288) dated April 27, 2000.)
- (1)(b) Underwriting Agreement among Northbrook Life Insurance Company, Northbrook Variable Annuity Account II and Dean Witter Reynolds Inc. (Northbrook Life Insurance Company was merged into Allstate Life Insurance Company effective January 1, 2003) (Incorporated herein by reference to Post-Effective Amendment No. 13 to the Form N-4 Registration Statement of Northbrook Variable Annuity Account II (File No. 033-35412) dated December 31, 1996)
- (4) (a) Form of Allstate Advisor Variable Annuity Contract ("Allstate Advisor" or "Morgan Stanley Variable Annuity") (Incorporated herein by reference to Post-Effective Amendment No. 11 to the Form N-4 Registration Statement of Allstate Life Insurance Company Separate Account A (File No. 333-72017) dated June 10, 2002.)
- (4)(b) Form of Allstate Advisor Plus Variable Annuity Contract ("Allstate Advisor Plus") (Incorporated herein by reference to Post-Effective Amendment No. 8 to the Form N-4 Registration Statement of Allstate Life Insurance Company Separate Account A (File No. 333-96115) dated June 10, 2002.)
- (4)(c) Form of Allstate Advisor Preferred Variable Annuity Contract ("Allstate Advisor Preferred" or "Morgan Stanley Variable Annuity--L Share") (Incorporated herein by reference to the initial filing of Allstate Life Insurance Company Separate Account A Form N-4 Registration Statement (File No. 333-31288) dated February 29, 2000.)
- (4)(d) Form of Enhanced Beneficiary Protection Rider A--Annual Increase (Allstate Advisor, Morgan Stanley Variable Annuity, Allstate Advisor Preferred and Morgan Stanley Variable Annuity--L Share) (Incorporated herein by reference to Post-Effective Amendment No. 11 to the Form N-4 Registration Statement of Allstate Life Insurance Company Separate Account A (File No. 333-72017) dated June 10, 2002.)
- (4)(e) Form of Enhanced Beneficiary Protection Rider A--Annual Increase (Allstate Advisor Plus) (Incorporated herein by reference to Post-Effective Amendment No. 8 to the Form N-4 Registration Statement of Allstate Life Insurance Company Separate Account A (File No. 333-96115) dated June 10, 2002.)
- (4)(f) Form of Enhanced Beneficiary Protection Rider B--Maximum Anniversary Value (Allstate Advisor, Morgan Stanley Variable Annuity, Allstate Advisor Preferred and Morgan Stanley Variable Annuity--L Share) (Incorporated herein by reference to Post-Effective Amendment No. 11 to the Form N-4 Registration Statement of Allstate Life Insurance Company Separate Account A (File No. 333-72017) dated June 10, 2002.)
- (4)(g) Form of Enhanced Beneficiary Protection Rider B--Maximum Anniversary Value (Allstate Advisor Plus) (Incorporated herein by reference to Post-Effective Amendment No. 8 to the Form N-4 Registration Statement of Allstate Life Insurance Company Separate Account A (File No. 333-96115) dated June 10, 2002.)
- (4)(h) Form of Earnings Protection Death Benefit Rider (all Contracts) (Incorporated herein by reference to Post-Effective Amendment No. 11 to the Form N-4 Registration Statement of Allstate Life Insurance Company Separate Account A (File No. 333-72017) dated June 10, 2002.)

- (4)(i) Form of Retirement Income Guarantee Rider 1 (Allstate Advisor, Morgan Stanley Variable Annuity, Allstate Advisor Preferred and Morgan Stanley Variable Annuity--L Share) (Incorporated herein by reference to Post-Effective Amendment No. 11 to Form N-4 Registration Statement of Allstate Life Insurance Company Separate Account A (File No. 333-72017) dated June 10, 2002.)
- (4)(j) Form of Retirement Income Guarantee Rider 1 (Allstate Advisor Plus) (Incorporated herein by reference to Post-Effective Amendment No. 8 to the Form N-4 Registration Statement of Allstate Life Insurance Company Separate Account A (File No. 333-96115) dated June 10, 2002.)
- (4)(k) Form of Retirement Income Guarantee Rider 2 (Allstate Advisor, Morgan Stanley Variable Annuity, Allstate Advisor Preferred and Morgan Stanley Variable Annuity--L Share) (Incorporated herein by reference to Post-Effective Amendment No. 11 to the Form N-4 Registration Statement of Allstate Life Insurance Company Separate Account A (File No. 333-72017) dated June 10, 2002.)
- (4)(l) Form of Retirement Income Guarantee Rider 2 (Allstate Advisor Plus) (Incorporated herein by reference to Post-Effective Amendment No. 8 to the Form N-4 Registration Statement of Allstate Life Insurance Company Separate Account A (File No. 333-96115) dated June 10, 2002.)
- (4)(m) Form of Income Protection Benefit Rider (all Contracts) (Incorporated herein by reference to Post-Effective Amendment No. 11 to the Form N-4 Registration Statement of Allstate Life Insurance Company Separate Account A (File No. 333-72017) dated June 10, 2002.)
- (4)(n) Form of Spousal Protection Benefit Rider (all Contracts) (Incorporated herein by reference to Post-Effective Amendment No. 11 to the Form N-4 Registration Statement of Allstate Life Insurance Company Separate Account A (File No. 333-72017) dated June 10, 2002.)
- (4)(o) Form of Amendatory Endorsement for Charitable Remainder Trust (all Contracts) (Incorporated herein by reference to Post-Effective Amendment No. 11 to the Form N-4 Registration Statement of Allstate Life Insurance Company Separate Account A (File No. 333-72017) dated June 10, 2002.)
- (4)(p) Form of Amendatory Endorsement for Grantor Trust (all Contracts) (Incorporated herein by reference to Post-Effective Amendment No. 11 to the Form N-4 Registration Statement of Allstate Life Insurance Company Separate Account A (File No. 333-72017) dated June 10, 2002.)
- (4)(q) Form of Amendatory Endorsement for Waiver of Charges (all Contracts) (Incorporated herein by reference to Post-Effective Amendment No. 11 to the Form N-4 Registration Statement of Allstate Life Insurance Company Separate Account A (File No. 333-72017) dated June 10, 2002.)
- (4)(r) Form of Amendatory Endorsement for Employees (Allstate Advisor) (Incorporated herein by reference to Post-Effective Amendment No. 11 to the Form N-4 Registration Statement of Allstate Life Insurance Company Separate Account A (File No. 333-72017) dated June 10, 2002.)
- (4)(s) Form of Withdrawal Charge Option Rider 1 (Incorporated herein by reference to the initial filing of Allstate Financial Advisors Separate Account I Form N-4 Registration Statement (File No. 333-102934) dated February 3, 2003.)
- (4)(t) Form of Withdrawal Charge Option Rider 2 (Incorporated herein by reference to the initial filing of Allstate Financial Advisors Separate Account I Form N-4 Registration Statement (File No. 333-102934) dated February 3, 2003.)
- (4)(u) Form of Retirement Income Guarantee Rider 2 (Plus) (Incorporated herein by reference to the Initial Filing of Form N-4 Registration Statement (File No. 333-102934) dated February 3, 2003.)
- (4)(v) Form of Income Protection Benefit Rider (Incorporated herein by reference to the Initial Filing of Form N-4 Registration Statement (File No. 333-102934) dated February 3, 2003.)
- (4)(w) Form of Spousal Protection Benefit Rider (Incorporated herein by reference to the Initial Filing of Form N-4 Registration Statement (File No. 333-102934) dated February 3, 2003.)
- (4)(x) Form of Amendatory Endorsement for Charitable Remainder Trust (Incorporated herein by reference to the Initial Filing of Form N-4 Registration Statement (File No. 333-102934) dated February 3, 2003.)
- (4)(y) Form of Amendatory Endorsement for Grantor Trust (Incorporated herein by reference to the Initial Filing of Form N-4 Registration Statement (File No. 333-102934) dated February 3, 2003.)
- (4)(z) Form of Amendatory Endorsement for Waiver of Charges (Incorporated herein by reference to the Initial Filing of Form N-4 Registration Statement (File No. 333-102934) dated February 3, 2003.)
- (4)(aa) Form of Amendatory Endorsement for Employees (Incorporated herein by reference to the Initial Filing of Form N-4 Registration Statement (File No. 333-102934) dated February 3, 2003.)
- (4)(ab) Form of TrueReturn Accumulation Benefit Rider (Incorporated herein by reference to Post-Effective Amendment No. 16 to the Form N-4 Registration Statement of Allstate Life Insurance Company Separate Account A (File No. 333-72017) dated August 19, 2003.)
- (4)(ac) Form of TrueReturn Accumulation Benefit Rider (for all Contracts) (Incorporated herein by reference to Post-Effective Amendment No. 2 of Form N-4 Registration Statement (File No. 333-102934) dated December 19, 2003.)
- (4)(ad) Form of SureIncome Benefit Rider (Incorporated herein by reference to Post-Effective Amendment No.5 of Form N-4 Registration Statement (File No. 333-102934) dated December 29, 2004.)
- (4)(ae) Form of Spousal Protection Benefit Rider (Incorporated herein by reference to Post-Effective Amendment No. 5 of Form N-4 Registration Statement (File No. 333-102934) dated December 29, 2004.)
- (4)(af) Form of Custodial Spousal Protection Benefit Rider (Incorporated herein by reference to Post-Effective Amendment No. 5 of Form N-4 Registration Statement (File No. 333-102934) dated December 29, 2004.)

(4)(ag) Form of SureIncome Plus Withdrawal Benefit Rider (Previously file in Post-Effective Amendment No. 4 to this Registration Statement (File No. 333-100068) dated April 18, 2006.)

(4)(ah) Form of SureIncome for Life Withdrawal Benefit Rider (Previously file in Post-Effective Amendment No. 4 to this Registration Statement (File No. 333-100068) dated April 18, 2006.)

(5) Opinion and Consent of General Counsel re: Legality of the 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 David A. Bird, Anurag Chandra, Don Civgin, Angela K. Fontana, Judith P. Greffin, , Wilford J. Kavanaugh, Jesse E. Merten, Samuel H. Pilch, John C. Pintozzi, Steven E. Shebik, Thomas J. Wilson, and Matthew E. Winter. Filed herewith.

(99)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 6th day of March, 2013.

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 6th day of March, 2013

*DON CIVGIN Director, President and Chief Executive Officer

(Principal Executive Officer)

DON CIVGIN

*JESSE E. MERTEN Director and Chief Financial

Officer
Jesse E. Merten (Principal Financial Officer)

*THOMAS J. WILSON Director and Chairman of the Board

Thomas J. Wilson

*DAVID A. BIRD Director

David A. Bird

*ANURAG CHANDRA Director

Anurag Chandra

/s/ ANGELA K. FONTANA Director
Angela K. Fontana

*JUDITH P. GREFFIN Director

Judith P. Greffin

*WILFORD J. KAVANAUGH Director
Wilford J. Kavanaugh

*SAMUEL H. PILCH Director and Controller

(Principal Accounting Officer)

Samuel H. Pilch

*JOHN C. PINTOZZI Director

John C. Pintozzi

*STEVEN E. SHEBIK Director

Steven E. Shebik

*/ MATTHEW E. WINTER
Matthew E. Winter

Director

*By: Angela K. Fontana, pursuant to Power of Attorney, filed herewith.

EXHIBIT LIST

The following exhibits are filed herewith:

Exhibit No. Description

- (5) Opinion and Consent of General Counsel re: Legality of the 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 David A. Bird, Anurag Chandra, Don Civgin, Angela K. Fontana, Judith P. Greffin, Wilford J. Kavanaugh, Jesse E. Merten, Samuel H. Pilch, John C. Pintozzi, Steven E. Shebik, Thomas J. Wilson, and Matthew E. Winter
- (99) Experts

ALLSTATE LIFE INSURANCE COMPANY

LAW AND REGULATION DEPARTMENT

3100 Sanders Road, Suite J5B

Northbrook, Illinois 60062

Direct Dial Number 847-402-2271

Facsimile 847-326-6742

Angela K. Fontana
Director, Vice President,
Secretary and General Counsel

March 6, 2013

TO: ALLSTATE LIFE INSURANCE COMPANY
NORTHBROOK, ILLINOIS 60062

FROM: ANGELA K. FONTANA
DIRECTOR, VICE PRESIDENT, SECRETARY AND GENERAL COUNSEL

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 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; and The Allstate Advisor Variable Annuities - Advisor, Advisor Preferred (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

Angela K. Fontana
Director, Vice President,
Secretary and General Counsel

Allstate Life Insurance Company
3100 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, 2012 and 2011, and have issued our report dated May 4, 2012, for the six-month and three-month periods ended June 30, 2012 and 2011, and have issued our report dated August 1, 2012, and for the nine-month and three-month periods ended September 30, 2012 and 2011, and have issued our report dated November 2, 2012. 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, 2012, June 30, 2012 and September 30, 2012, are incorporated by reference in this Registration Statement.

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 the Registration Statement 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
March 6, 2013

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 March 8, 2012, and dated May 4, 2012 as to the effects of the retrospective adoption of a change in accounting for costs associated with acquiring or renewing insurance contracts as discussed in Note 2, relating to the consolidated financial statements and financial statement schedules of Allstate Life Insurance Company and subsidiaries (which report expresses an unqualified opinion and includes an explanatory paragraph relating to a change in accounting for costs associated with acquiring or renewing insurance contracts as required by accounting guidance adopted retrospectively and its recognition and presentation for other-than-temporary impairments as required by accounting guidance adopted in 2009) for the year ended December 31, 2011, appearing in the Current Report on Form 8-K, filed on May 4, 2012, of the Allstate Life Insurance Company, and to the reference to us under the heading "Experts" in the Prospectus, which is included in this Registration Statement.

/s/ Deloitte & Touche LLP

Chicago, Illinois

March 6, 2013

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 Don Civgin, 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; and The Allstate Advisor Variable Annuities - Advisor, Advisor Preferred.

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 6th day of March, 2013.

/s/David A. Bird

David A. Bird

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 Don Civgin, 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; and The Allstate Advisor Variable Annuities – Advisor, Advisor Preferred.

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The undersigned does hereby ratify and confirm all that said attorney-in-fact and agent may lawfully do or cause to be done by virtue hereof.

The undersigned has subscribed hereunder this 6th day of March, 2013.

/s/Anurag Chandra
Anurag Chandra
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 John C. Pintozzi, 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; and The Allstate Advisor Variable Annuities – Advisor, Advisor Preferred.

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The undersigned does hereby ratify and confirm all that said attorney-in-fact and agent may lawfully do or cause to be done by virtue hereof.

The undersigned has subscribed hereunder this 6th day of March, 2013.

/s/Don Civgin

Don Civgin

Director, President and Chief Executive 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 John C. Pintozzi and Don Civgin, 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; and The Allstate Advisor Variable Annuities – Advisor, Advisor Preferred.

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The undersigned does hereby ratify and confirm all that said attorney-in-fact and agent may lawfully do or cause to be done by virtue hereof.

The undersigned has subscribed hereunder this 6th day of March, 2013.

/s/Angela K. Fontana

Angela K. Fontana

Director

POWER OF ATTORNEY

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The undersigned does hereby ratify and confirm all that said attorney-in-fact and agent may lawfully do or cause to be done by virtue hereof.

The undersigned has subscribed hereunder this 6th day of March, 2013.

/s/Judith P. Greffin
Judith P. Greffin
Director

POWER OF ATTORNEY

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The undersigned does hereby ratify and confirm all that said attorney-in-fact and agent may lawfully do or cause to be done by virtue hereof.

The undersigned has subscribed hereunder this 6th day of March, 2013.

/s/Wilford J. Kavanaugh

Wilford J. Kavanaugh
Director

POWER OF ATTORNEY

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The undersigned does hereby ratify and confirm all that said attorney-in-fact and agent may lawfully do or cause to be done by virtue hereof.

The undersigned has subscribed hereunder this 6th day of March, 2013.

/s/Jesse E. Merten

Jesse E. Merten

Director and Chief Financial Officer

POWER OF ATTORNEY

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The undersigned does hereby ratify and confirm all that said attorney-in-fact and agent may lawfully do or cause to be done by virtue hereof.

The undersigned has subscribed hereunder this 6th day of March, 2013.

/s/Samuel H. Pilch

Samuel H. Pilch

Director and Controller

POWER OF ATTORNEY

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The undersigned does hereby ratify and confirm all that said attorney-in-fact and agent may lawfully do or cause to be done by virtue hereof.

The undersigned has subscribed hereunder this 6th day of March, 2013.

/s/John C. Pintozzi
John C. Pintozzi
Director

POWER OF ATTORNEY

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The undersigned does hereby ratify and confirm all that said attorney-in-fact and agent may lawfully do or cause to be done by virtue hereof.

The undersigned has subscribed hereunder this 6th day of March, 2013.

/s/Steven E. Shebik

Steven E. Shebik

Director

POWER OF ATTORNEY

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The undersigned does hereby ratify and confirm all that said attorney-in-fact and agent may lawfully do or cause to be done by virtue hereof.

The undersigned has subscribed hereunder this 6th day of March, 2013.

/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 Don Civgin, 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; and The Allstate Advisor Variable Annuities – Advisor, Advisor Preferred.

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The undersigned does hereby ratify and confirm all that said attorney-in-fact and agent may lawfully do or cause to be done by virtue hereof.

The undersigned has subscribed hereunder this 6th day of March, 2013.

/s/Matthew E. Winter

Matthew E. Winter

Director

Exhibit 99(b) - Experts

The consolidated financial statements and the related financial statement schedules, incorporated in this Prospectus by reference from Allstate Life Insurance Company's Current Report on Form 8-K for the year ended December 31, 2011, filed on May 4, 2012, have been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their report dated March 8, 2012 and dated May 4, 2012 as to the effects of retrospective adoption of a change in accounting for costs associated with acquiring or renewing insurance contracts as discussed in Note 2, (which report express an unqualified opinion on the financial statements and financial statement schedules and includes an explanatory paragraph relating to a change in accounting for costs associated with acquiring or renewing insurance contracts as required by accounting guidance adopted retrospectively and its recognition and presentation for other-than-temporary impairments as required by accounting guidance adopted in 2009), which is incorporated herein by reference. Such consolidated 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, 2012 and 2011, June 30, 2012 and 2011 and September 30, 2012 and 2011 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 the quarterly reports on Form 10-Q of Allstate Life Insurance Company for the quarters ended March 31, 2012, June 30, 2012 and September 30, 2012 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.
