

SERFF Tracking Number: PRUD-125983842 State: Arkansas
Filing Company: Allstate Life Insurance Company State Tracking Number: 41304
Company Tracking Number: ALLSTATE ROTH/IRA
TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium
Variable and Variable
Product Name: ALLSTATE ROTH/IRA
Project Name/Number: ALLSTATE ROTH/IRA/A-END-ROTH(12/07)

Filing at a Glance

Company: Allstate Life Insurance Company

Product Name: ALLSTATE ROTH/IRA

TOI: A02.1G Group Annuities - Deferred Non-
Variable and Variable

Sub-TOI: A02.1G.002 Flexible Premium

Filing Type: Form

SERFF Tr Num: PRUD-125983842 State: ArkansasLH

SERFF Status: Closed

State Tr Num: 41304

Co Tr Num: ALLSTATE ROTH/IRA State Status: Approved-Closed

Co Status: IFSA

Reviewer(s): Linda Bird

Authors: John Witteman, Anthony
Pereira, Carolyn Cargnel, Pamela

Bonaparte-Golding

Date Submitted: 01/12/2009

Disposition Date: 01/13/2009

Disposition Status: Approved

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: ALLSTATE ROTH/IRA

Project Number: A-END-ROTH(12/07)

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 01/13/2009

State Status Changed: 01/13/2009

Corresponding Filing Tracking Number:

Filing Description:

VIA SERFF

January 12, 2009

Status of Filing in Domicile: Pending

Date Approved in Domicile:

Domicile Status Comments: Illinois is our
Domicile state.

Market Type: Group

Group Market Size: Large

Group Market Type: Discretionary

Deemer Date:

Honorable Julia Benafield Bowman, Insurance Commissioner

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Life and Health Division
Arkansas Insurance Department
1200 West Third Street
Little Rock, AR 72201

Attn: Claudia Meeks

Re: Allstate Life Insurance Company ("Allstate" "we" "our" "us")
NAIC # 008-60186 FEIN No.36-2554642

REPLACEMENT FILING

Roth IRA Annuity Endorsement: Form A-END-ROTH(12/07)
Individual Retirement Annuity Endorsement: Form A-END-IRA(1/08)

Dear Ms. Meeks:

Allstate respectfully submits for your approval the referenced Endorsements. The Endorsements are filed to replace prior filed Endorsement Forms A-END-ROTH(3/07) and A-END-IRA(3/07) that were approved by your Department on March 14, 2007, SERFF File No. PRUD-125107999. Enclosed is a copy of the authorization letter granting authority to Pruco Life Insurance Company to prepare and transmit filings on behalf of Allstate.

Form A-END-ROTH(12/07) is revised so that annuities to which it is attached may qualify as Roth Individual Retirement Annuities under Section 408A of the Internal Revenue Code. Form A-END-IRA(1/08) is revised so that annuities to which it is attached may qualify as IRAs under the requirements set forth by the Internal Revenue Code. The Endorsements will be used with both previously approved and any future individual annuity contracts and group certificates evidencing participation in contracts, both fixed and variable, to be issued by Allstate.

Any other filing materials Allstate believes you require are enclosed. Unless otherwise informed, we reserve the right to alter the layout, color, sequential order, and typeface of these forms. Allstate certifies that any such change will be in conformance with your requirements. Allstate also believes that these forms are exempt from any "Flesch Score" or readability requirements or regulations under the provision exempting contracts filed as securities under federal law,

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because this Endorsement will be used with contracts that are so exempted.

Since we must comply with IRS requirements, we would appreciate an expedited review and acknowledgment of this filing. Should you have any questions concerning this submission, please contact the undersigned as indicated below.

Very truly yours,

Pamela Bonaparte-Golding
Contract Specialist
Ph: (203) 944-7544
Pamela.Bonaparte-Golding@prudential.com
Fax: (203) 944-7737
Enclosures

Company and Contact

Filing Contact Information

Anthony Pereira, Senior Compliance Analyst Anthony.Pereira@Prudential.com
One Corporate Drive (800) 628-6039 [Phone]
Shelton, CT 06484 (203) 944-7510[FAX]

Filing Company Information

Allstate Life Insurance Company CoCode: 60186 State of Domicile: Illinois
3100 Sanders Road Group Code: 8 Company Type: Life
Northbrook, IL 60062 Group Name: Allstate Insurance State ID Number:
Group
(000) 000-0000 ext. 0000[Phone] FEIN Number: 36-2554642

Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No

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Fee Explanation:
Per Company: No

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COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Allstate Life Insurance Company	\$50.00	01/12/2009	24945420

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	01/13/2009	01/13/2009

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Disposition

Disposition Date: 01/13/2009

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Form Schedule

Lead Form Number: A-END-ROTH(12/07)

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	A-END-ROTH(12/07)	Policy/Contract	ROTH INDIVIDUAL RETIREMENT ANNUITY Certificate: ENDORSEMENT Amendment, Insert Page, Endorsement or Rider	Initial		0	A-END ROTH(12-07).pdf
	A-END-IRA(1/08)	Policy/Contract	INDIVIDUAL RETIREMENT ANNUITY Certificate: ENDORSEMENT Amendment, Insert Page, Endorsement or Rider	Initial		0	A-END IRA(1-08).pdf

ALLSTATE LIFE INSURANCE COMPANY
[3100 SANDERS ROAD
NORTHBROOK, IL 60062]

ROTH INDIVIDUAL RETIREMENT ANNUITY ENDORSEMENT

This Endorsement is made a part of your Annuity.

Your Annuity is amended at your request so that it may qualify as a Roth Individual Retirement Annuity ("Roth IRA") under Section 408A of the Internal Revenue Code, as amended (the "Code"). If the terms of this Endorsement conflict with the Annuity (including any schedules, endorsements, riders or amendments that are made a part of your Annuity), the provisions of this Endorsement shall control. This Endorsement contains numerous references to various Code sections, Treasury Regulations and Internal Revenue Service ("IRS") rulings and notices. Such references are subject to change and this Endorsement will follow the most current guidelines. Capitalized terms are as defined in the Annuity or this Endorsement. Any reference to specific limits, definitions, or tables under the Code or Treasury Regulations shall include any applicable successor or replacement limit, definition, or table. We may amend your Annuity or this Endorsement to comply with applicable tax requirements. Your consent to any such changes will be sought only if required by the state in which the Annuity was issued. Should you not consent to such changes, you may not continue the Annuity as a Roth IRA. This Endorsement supersedes any previous Roth IRA Endorsement that may have been provided with your Annuity. Your Annuity and this Endorsement do not constitute a plan document.

Should you exercise the Right to Cancel provision of your Annuity within seven (7) days after you receive your Annuity, you will receive a refund. The refund will be equal to the greater of: (1) a full refund of the Purchase Payment and (2) the current Account Value of the Annuity. After seven (7) days, the terms of your right to cancel will revert back to the terms of the Right to Cancel provision of your Annuity. Please refer to the Right to Cancel provision of your Annuity for additional information.

Exclusive Benefit – The Annuity is established for the exclusive benefit of you and any Beneficiary.

Designated Beneficiary – Designated Beneficiary shall have the meaning provided under the Code and any applicable regulations.

Owner/Participant – The term "Owner" may be referred to as "Participant" in your Annuity. Except where otherwise indicated or required by law, references to "you" or "your" in this Endorsement shall be understood to mean the IRA Owner or a surviving Spouse that elects to treat the Annuity as his or her own IRA.

Prohibition of Loans – Loans are not available. Any loan provision of your Annuity of which this Endorsement is made a part is hereby deleted.

Code and Other Restrictions:

1. **Restrictions on Designations** – The Roth IRA Owner is an individual who is the sole Owner, the Annuitant, and a measuring life. These designations may not be changed except as permitted by law.
2. **Nontransferability** – This Annuity may not be sold, transferred, assigned, discounted, or pledged as collateral for a loan or as security for the performance of an obligation or for any other purpose, to any person other than Pruco Life Insurance Company. This Annuity is not transferable. The requirements of this section shall not be deemed to preclude a transfer pursuant to a certified divorce decree or separation order.
3. **Fixed Premium** – This Annuity does not require fixed premiums.
4. **Nonforfeitability** – Your interest in the Annuity, and that of any Beneficiary following your death, may not be forfeited.

Contributions

1. **Maximum Permissible Amount** – Except in the case of a qualified rollover contribution or a recharacterization (as defined in paragraph (6) below), no contribution to the Annuity will be accepted unless it is in cash and the total of such contributions to all your Roth IRAs for a taxable year does not exceed the applicable amount (as defined in paragraph (2) below), or your compensation (as defined in paragraph (8) below), if less, for that taxable year. The contribution described in the previous sentence that may not exceed the lesser of the applicable amount or your compensation is referred to as a “regular contribution.” A “qualified rollover contribution” is a rollover contribution of a distribution from an IRA that meets the requirements of Section 408(d)(3) of the Code, except the one-rollover-per-year rule of Section 408(d)(3)(B) of the Code does not apply if the rollover contribution is from an IRA other than a Roth IRA (a “nonRoth IRA”). For taxable years beginning after 2005, a qualified rollover contribution includes a rollover from a designated Roth account described in Code § 402A; and for taxable years beginning after 2007, a qualified rollover contribution also includes a rollover from an eligible retirement plan described in § 402(c)(8)(B). Contributions may be limited under paragraphs (3), (4), and (5) below. No contributions will be accepted from a Designated Beneficiary under an inherited Roth IRA (other than a surviving spouse that has elected to treat the Annuity as his or her own Roth IRA).

However, notwithstanding the dollar limits on contributions, an individual may make a repayment of a qualified reservist distribution described in Code § 72(t)(2)(G) during the 2-year period beginning on the day after the end of the active duty period or by August 17, 2008, if later.

2. **Applicable Amount** – The applicable amount is determined below:

- (a) If you are under age 50, the applicable amount is \$4,000 for any taxable year beginning in 2005 through 2007 and \$5,000 for any taxable year beginning in 2008 and years thereafter.
- (b) If you are age 50 or older, the applicable amount is \$4,500 for any taxable year beginning in 2005, \$5,000 for any taxable year beginning in 2006 through 2007 and \$6,000 for any taxable year beginning in 2008 and years thereafter.

After 2008, these limits will be adjusted by the Secretary of the Treasury for cost-of-living increases under Section 219(b)(5)(D) of the Code. Such adjustments will be in multiples of \$500.

- (c) If you were a participant in a § 401(k) plan of a certain employer in bankruptcy described in Code § 219(b)(5)(C), then the applicable amount under paragraph (a) above is increased by \$3,000 for taxable years beginning after 2006 and before 2010 only. An individual who makes contributions under this paragraph (c) may not also make contributions under paragraph (b).

3. **Regular Contribution Limit** – If paragraphs (3)(a) and/or (3)(b) below apply, the maximum regular contribution that can be made to all of your Roth IRAs for a taxable year is the smaller amount determined under paragraphs (3)(a) or (3)(b). After 2006, the dollar amounts below will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code § 408A(c)(3). Such adjustments will be in multiples of \$1,000.

- (a) The maximum regular contribution is phased out ratably between certain levels of modified adjusted gross income (“modified AGI,” defined in paragraph (7) below) in accordance with the following table:

Filing Status	Full Contribution	Phase-Out Range Modified AGI	No Contribution
Single or Head of Household	\$95,000 or less	Between \$95,000 and \$110,000	\$110,000 or more
Joint Return or Qualifying Widow(er)	\$150,000 or less	Between \$150,000 and \$160,000	\$160,000 or more
Married-Separate Return	\$0	Between \$0 and \$10,000	\$10,000 or more

If your modified AGI for a taxable year is in the phase-out range, the maximum regular contribution determined under this table for that taxable year is rounded up to the next multiple of \$10 and is not reduced below \$200.

- (b) If you make regular contributions to both Roth and nonRoth IRAs for a taxable year, the maximum regular contribution that can be made to all of your Roth IRAs for that taxable year is reduced by the regular contributions made to your nonRoth IRAs for the taxable year.

4. **Qualified Rollover Contribution Limit** – A rollover from an eligible retirement plan other than a Roth IRA or a designated Roth account cannot be made to this Roth IRA if, for the year the amount is distributed from the other plan, (a) you are married and file a separate return, (b) you are not married and have modified AGI in excess of \$100,000, or (c) you are married and together you and the your Spouse have modified AGI in excess of \$100,000. For purposes of the preceding sentence, a husband and wife are not treated as married for a taxable year if they have lived apart at all times during that taxable year and file separate returns for the taxable year. For taxable years beginning after 2009, the income limits in this paragraph do not apply to qualified rollover contributions.
5. **SIMPLE IRA Limits** –No contributions will be accepted under a SIMPLE IRA plan established by any employer pursuant to Section 408(p) of the Code. Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the 2-year period beginning on the date the individual first participated in that employer's SIMPLE IRA plan.
6. **Recharacterization** – A regular contribution to a nonRoth IRA may be recharacterized pursuant to the rules in Treasury Regulation section 1.408A-5 as a regular contribution to this Roth IRA, subject to the limits in paragraph 3 above.
7. **Modified AGI** – For purposes of paragraphs (3) and (4) above, your modified AGI for a taxable year is defined in Section 408A(c)(3)(C)(i) of the Code and does not include any amount included in adjusted gross income as a result of a rollover from an eligible retirement plan other than a Roth IRA (a “conversion”).
8. **Compensation** – For purposes of paragraph (1) above, your compensation is defined as wages, salaries, professional fees, or other amounts derived from or received for personal services actually rendered (including, but not limited to commissions paid salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, and bonuses) and includes earned income, as defined in Section 401(c)(2) of the Code (reduced by the deduction the self-employed individual takes for contributions made to a self-employed retirement plan). For purposes of this definition, Section 401(c)(2) of the Code shall be applied as if the term trade or business for purposes of Section 1402 of the Code included service described in subsection (c)(6). Compensation does not include amounts derived from or received as earnings or profits from property (including but not limited to interest and dividends) or amounts not includible in gross income. Compensation also does not include any amount received as a pension or annuity or as

deferred compensation. The term “compensation” shall include any amount includible in your gross income under Section 71 of the Code with respect to a divorce or separation instrument described in subparagraph (A) of Section 71(b)(2) of the Code. If you are a married individual filing a joint return, the greater compensation of your Spouse is treated as your own compensation, but only to the extent that your Spouse's compensation is not being used for purposes of your Spouse making a contribution to a Roth IRA or a deductible contribution to a nonRoth IRA.

Distributions Prior to the Death of the Owner – No amount is required to be distributed prior to your death.

Distributions On or After the Death of the Owner

1. **In General** – Post-death required minimum distributions shall be made in accordance with the requirements of Section 408(b)(3) of the Code, as modified by Section 408A(c)(5) of the Code, and the Treasury Regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the interest in the Roth IRA (as determined under paragraph (3)) must satisfy the requirements of Section 408(a)(6) of the Code, as modified by Section 408A(c)(5) of the Code, and the Treasury Regulations thereunder, rather than the distribution rules in paragraphs (2), (3), (4), and (5) below. Required minimum distributions must be calculated separately for each Roth IRA. However, your Beneficiary may satisfy the minimum distribution requirements under the applicable sections of the Code by receiving a distribution from one Roth IRA that is equal to the amount required to satisfy the minimum distribution requirements for other Roth IRAs that the Beneficiary inherited from you. We calculate required minimum distributions only with respect to this Annuity. Minimum distributions may be paid out on a monthly, quarterly, semi-annual or annual basis. Minimum distributions must be made in intervals of no longer than one year.

Each Minimum Distribution will be taken from the allocation options you select. Your selection may be subject to any investment and/or withdrawal limitations applicable to any benefit or program in which you participate under the Annuity. However, the portion of any Minimum Distribution that can be taken from any Fixed Rate Options may not exceed the then current ratio between your Account Value in all Fixed Rate Options you maintain and your total Account Value.

No contingent deferred sales charge is assessed against amounts withdrawn as part of a program designed to distribute Minimum Distributions over your life or life expectancy, but only to the extent of the Minimum Distribution required to be distributed from your Annuity at the time it is taken. The contingent deferred sales charge may apply to additional amounts withdrawn to meet Minimum Distribution requirements in relation to other retirement programs you may maintain.

Amounts withdrawn as Minimum Distributions are considered to come first from the amounts available as a free withdrawal as of the date of the yearly calculation of the Minimum Distribution amount. Minimum Distributions over that amount to meet the requirements based on your Annuity are not deemed to be a liquidation of Purchase Payments.

2. **Required Minimum Distributions After Death** – Upon your death, your entire interest will be distributed at least as rapidly as follows:
 - (a) If your Designated Beneficiary is someone other than your surviving Spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of your death, over the remaining life expectancy of your Designated Beneficiary, with such life expectancy determined using the age of the Beneficiary as of his or her birthday in the year following the year of your death, or, if elected, in accordance with paragraph (2)(c) below.

- (b) If your sole Designated Beneficiary is your surviving Spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of your death (or by the end of the calendar year in which you would have attained age 70 1/2, if later), over such Spouse's life, or, if elected, in accordance with paragraph (2)(c) below. If your surviving Spouse dies before required distributions commence to him or her, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the Spouse's death, over the Spouse's Designated Beneficiary's remaining life expectancy determined using such Designated Beneficiary's age as of his or her birthday in the year following the death of the Spouse, or, if elected, will be distributed in accordance with paragraph (2)(c) below. If the surviving Spouse dies after required distributions are required to begin, any remaining interest will be distributed over the Spouse's remaining life expectancy determined using the Spouse's age as of his or her birthday in the year of the Spouse's death.
- (c) If there is no Designated Beneficiary, or if applicable by operation of paragraphs (2)(a) or (2)(b) above, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of your death (or of your Spouse's death in the case of the surviving Spouse's death before distributions are required to begin under paragraph (2)(b) above).
- (d) Life expectancy is determined using the Single Life Table in Treasury Regulation section 1.401(a)(9)-9, Q&A 1. If distributions are being made to a surviving Spouse as the sole Designated Beneficiary, such Spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such Spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Beneficiary's age in the year specified in paragraph (2)(a) or (b) and reduced by 1 for each subsequent year.

You may elect the method. If no choice is made, the Beneficiary may make the election. Except as provided in paragraph (5) below, if no election is made on or before December 31 of the calendar year immediately following the calendar year of your death, the amount to be distributed will be payable immediately thereafter pursuant to paragraph (2)(c).

3. **"Interest" Defined** – The “interest” in the Roth IRA includes the amount of any outstanding rollover, transfer and recharacterization under Treasury Regulation section 1.408-8, Q&A 7 and Q&A 8 and the actuarial value of any other benefits provided under the IRA, such as guaranteed death benefits, unless otherwise provided by applicable federal tax law.
4. **Commencement of Benefits for Surviving Spouses** – For purposes of paragraph (2)(b) above, required distributions are considered to commence on the date distributions are required to begin to your surviving Spouse under such paragraph. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of Treasury Regulation 1.401(a)(9)-6 and any applicable IRS rulings and notices, then required distributions are considered to commence on the annuity starting date.
5. **Surviving Spouse – Taking the IRA as His/Her Own** – If the sole Designated Beneficiary is your surviving Spouse, your Spouse may elect to treat the Roth IRA as his or her own Roth IRA provided the Spouse meets the requirements of the terms of the Annuity. Except as may be required by law, all provisions of the Annuity that do not specifically terminate upon your death will then be applied to the Spouse. This election will be deemed to have been made if such surviving Spouse makes a contribution to the Roth IRA or fails to take required distributions as a Beneficiary.

Annual Reports – We shall furnish annual calendar year reports concerning the status of the Roth IRA and such information concerning required minimum distributions as is prescribed by the Commissioner of Internal Revenue.

ALLSTATE LIFE INSURANCE COMPANY



Secretary



President and Chief Executive Officer

**ALLSTATE LIFE INSURANCE COMPANY
[3100 SANDERS ROAD
NORTHBROOK, IL 60062]**

INDIVIDUAL RETIREMENT ANNUITY ENDORSEMENT

This Endorsement is made a part of your Annuity.

Your Annuity is amended at your request so that it may qualify as an Individual Retirement Annuity ("IRA") under Section 408 of the Internal Revenue Code, as amended (the "Code"). If the terms of this Endorsement conflict with the Annuity (including any schedules, endorsements, riders or amendments that are made a part of your Annuity), the provisions of this Endorsement shall control. This Endorsement contains numerous references to various Code sections, Income Tax Regulations and Internal Revenue Service ("IRS") rulings and notices. Such references are subject to change and this Endorsement will follow the most current guidelines. Capitalized terms are as defined in the Annuity or this Endorsement. Any reference to specific limits, definitions, or tables under the Code or Income Tax Regulations shall include any applicable successor or replacement limit, definition, or table. We may amend your Annuity or this Endorsement to comply with applicable tax requirements. Your consent to any such changes will be sought only if required by the state in which the Annuity was issued. Should you not consent to such changes, you may not continue the Annuity as an IRA. This Endorsement supersedes any previous IRA Endorsement that may have been provided with your Annuity. Your Annuity and this Endorsement do not constitute a plan document.

Should you exercise the Right to Cancel provision of your Annuity within seven (7) days after you receive your Annuity, you will receive a refund. The refund will be equal to the greater of: (1) a full refund of the Purchase Payment and (2) the current Account Value of the Annuity. After seven (7) days, the terms of your right to cancel will revert back to the terms of the Right to Cancel provision of your Annuity. Please refer to the Right to Cancel provision of your Annuity for additional information.

Exclusive Benefit – The Annuity is established for the exclusive benefit of you and any Beneficiary.

Designated Beneficiary – Designated Beneficiary shall have the meaning provided under the Code and any applicable regulations.

Owner/Participant – The term "Owner" may be referred to as "Participant" in your Annuity. Except where otherwise indicated or required by law, references to "you" or "your" in this Endorsement shall be understood to mean the IRA Owner or a surviving Spouse that elects to treat the Annuity as his or her own IRA.

Prohibition of Loans – Loans are not available. Any loan provision of your Annuity of which this Endorsement is made a part is hereby deleted.

Code and Other Restrictions:

1. **Restrictions on Designations** – The "IRA Owner" is an individual who is the sole Owner, the Annuitant, and a measuring life. These designations may not be changed except as permitted by law.
2. **Nontransferability** – This Annuity may not be sold, transferred, assigned, discounted, or pledged as collateral for a loan or as security for the performance of an obligation or for any other purpose, to any person other than Allstate Life Insurance Company. This Annuity is not transferable. The requirements of this section shall not be deemed to preclude a transfer to a Spouse or former Spouse under a divorce or separation instrument.
3. **Fixed Premiums** - This Annuity does not require fixed premiums.

4. **Nonforfeitability** – Your interest in the Annuity, and that of any Beneficiary following your death, may not be forfeited.
5. **Annuity Option** – If you choose an annuity option, it must provide payments that will at least equal the required minimum distributions under the Code. The distribution period chosen cannot exceed the periods specified in section 1.401(a)(9)-6 of the Income Tax Regulations.

After the IRA Owner's death, all payments made under an annuity option providing payments based on joint lives must be made to the surviving measuring life while the surviving measuring life is alive.

Contributions

1. **Maximum Permissible Amount** – A contribution permitted under the Annuity ("Contribution") is an amount paid to us in cash which, except as noted below, does not exceed \$4,000 for any taxable year beginning in 2005 through 2007; \$5,000 for any taxable year beginning in 2008 and years thereafter.

(a) After 2008, the limit will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code section 219(b)(5)(D). Such adjustments will be made in multiples of \$500. A Contribution in the form of a non-taxable transfer or a rollover as described in Code sections 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) and 457(e)(16) or a contribution made in accordance with the terms of a Simplified Employee Pension under Code section 408(k) is not subject to the contribution limits described above. No contributions will be accepted under a SIMPLE IRA plan established by any employer pursuant to Section 408(p) of the Code. Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the 2-year period beginning on the date the individual first participated in that employer's SIMPLE IRA plan. Finally, no contributions will be accepted from a Designated Beneficiary under an inherited IRA (other than a surviving Spouse that has elected to treat the Annuity as his or her own IRA).

(b) In the case of an individual who is 50 or older, the annual cash contribution limit is increased by \$500 for 2005; and \$1,000 for any taxable year beginning in 2006 and years thereafter.

(c) In addition to the amounts described in paragraphs (a) and (b) above, an individual who was a participant in a § 401(k) plan of a certain employer in bankruptcy described in Code § 219(b)(5)(C) may contribute up to \$3,000 for taxable years beginning after 2006 and before 2010 only. An individual who makes contributions under this paragraph (c) may not also make contributions under paragraph (b).

However, notwithstanding the dollar limits on contributions, an individual may make a repayment of a qualified reservist distribution described in Code § 72(t)(2)(G) during the 2-year period beginning on the day after the end of the active duty period or by August 17, 2008, if later.

Distributions

1. **Required Minimum Distributions** – Required minimum distributions ("Minimum Distributions") shall be made in accordance with the requirements of Code section 408(b)(3), including the incidental death benefit requirements of Code section 401(a)(9)(G), and the corresponding regulations, the provisions of which are incorporated herein by reference. The Minimum Distribution amounts applicable to you may depend on other annuities, savings or investments of which we are unaware. Required Minimum Distributions must be calculated separately for each IRA. However, you may satisfy the Minimum Distribution requirements under the applicable sections of the Code by receiving a distribution from one IRA that is equal to the amount required to satisfy the minimum Distribution Requirements for other IRAs. We calculate required Minimum Distributions only with respect to this

Annuity. You may elect to have the Minimum Distribution paid out monthly, quarterly, semi-annually or annually. Required Minimum Distributions must be made in intervals of no longer than one year. The entire interest under the Annuity, including any increases as required by Q&A 14 of section 1.401(a)(9)-6 of the Income Tax Regulations and the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and 8 of section 1.408-8 of the Income Tax Regulations, must be distributed or begin to be distributed no later than April 1 following the calendar year in which you attain age 70 ½ or such later date as permitted by law ("Required Beginning Date"). The first required payment can be made as late as the Required Beginning Date and must be the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval.

Each Minimum Distribution will be taken from the allocation options you select. Your selection may be subject to any investment and/or withdrawal limitations applicable to any benefit or program in which you participate under the Annuity. However, the portion of any Minimum Distribution that can be taken from any Fixed Rate Options may not exceed the then current ratio between your Account Value in all Fixed Rate Options you maintain and your total Account Value.

No contingent deferred sales charge is assessed against amounts withdrawn as part of a program designed to distribute Minimum Distributions over your life or life expectancy, but only to the extent of the Minimum Distribution required to be distributed from your Annuity at the time it is taken. The contingent deferred sales charge may apply to additional amounts withdrawn to meet Minimum Distribution requirements in relation to other retirement programs you may maintain.

Amounts withdrawn as Minimum Distributions are considered to come first from the amounts available as a free withdrawal as of the date of the yearly calculation of the Minimum Distribution amount. Minimum Distributions over that amount to meet the requirements based on your Annuity are not deemed to be a liquidation of Purchase Payments.

Prior to the Required Beginning Date, you may elect to have the balance in the Annuity distributed under one of the following methods or any other method we may make available at such time that meets the requirements of the Code and the underlying regulations:

- (a) a lump sum payment;
- (b) payments over your life;
- (c) payments over your life and the life of a Designated Beneficiary;
- (d) payments over a specified period that may not be longer than your life expectancy;
- (e) payments over a specified period that may not be longer than the joint life and last survivor expectancy of you and the Designated Beneficiary.

After the Annuity Date, distributions must be in the form of periodic payments and must be either nonincreasing or may increase only as provided in Q&A 14 of section 1.401(a)(9)-6 of the Income Tax Regulations.

If by the Required Beginning Date, you have not elected annuity payments under one of the available methods, you must begin taking Minimum Distributions from this IRA or another savings vehicle subject to the Minimum Distribution requirements equal to the quotient obtained by dividing the entire interest under the IRA as of the end of the preceding year by the distribution period in the Uniform Lifetime Table in Q&A-2 of section 1.401(a)(9)-9 of the Income Tax Regulations, using your age as of your birthday in the applicable year. If the sole Designated Beneficiary of the IRA is your surviving Spouse and such Spouse is more than 10 years younger than you, you may elect to have the distribution period determined under the Joint and Last Survivor Table in Q&A-3 of section 1.401(a)(9)-9, using the ages as of your and your Spouse's birthdays in the applicable year.

2. Distributions Upon or After the Death of the Owner

- (a) **Death On or After the Required Beginning Date** – If your death occurs on or after the Required Beginning Date (and paragraph (c) below does not apply), the remaining portion of your interest will be distributed at least as rapidly as follows:
- (i) If a Designated Beneficiary is someone other than your surviving Spouse, the remaining interest will be distributed over the remaining life expectancy of the Designated Beneficiary, with such life expectancy determined using the Beneficiary's age as of his or her birthday in the calendar year following the calendar year of your death, or over a period described in paragraph 2(a)(iii) below if longer.
 - (ii) If the sole Designated Beneficiary is your surviving Spouse, the remaining interest will be distributed over such Spouse's life expectancy or over the period described in paragraph 2(a)(iii) below if longer. Any interest remaining after such Spouse's death will be distributed over such Spouse's remaining life expectancy determined using the Spouse's age as of his or her birthday in the calendar year of the Spouse's death, or, if the distributions are being made over the period described in paragraph 2(a)(iii) below, over such period.
 - (iii) If there is no Designated Beneficiary, or if applicable by operation of paragraph 2(a)(i) or 2(a)(ii) above, the remaining interest will be distributed over your remaining life expectancy determined using your age as of your birthday in the calendar year of your death.
 - (iv) The amount to be distributed each year under paragraph 2(a)(i), 2(a)(ii) or 2(a)(iii) beginning with the calendar year following the calendar year of your death, is the quotient obtained by dividing the value of the IRA as of the end of the preceding year by the remaining life expectancy specified in such paragraph. Life expectancy is determined using the Single Life Table in Q&A-1 of section 1.401(a)(9)-9 of the Income Tax Regulations.
 - (v) If the distributions are being made to a surviving Spouse as the sole Designated Beneficiary, such Spouse's remaining life expectancy for a calendar year is the number in the Single Life Table corresponding to such Spouse's age in the applicable year. In all other cases, remaining life expectancy for a calendar year is the number in the Single Life Table corresponding to the Beneficiary's or individual's age in the calendar year specified in paragraph 2(a)(i), 2(a)(ii) or 2(a)(iii) and reduced by 1 for each subsequent year. In most cases, distributions under any option chosen can be taken more rapidly than is required under the Code.
- (b) **Death After Annuity Payments Commence** – If distributions irrevocably commenced (except for acceleration) to you over a period permitted and in an annuity form acceptable under Q&A-2 of section 1.401(a)(9)-6 of the Income Tax Regulations, benefits will continue to be paid at least as rapidly as under the distribution method then in effect.
- (c) **Death Before the Required Beginning Date** – If your death occurs before the Required Beginning Date and distributions have not irrevocably commenced (except for acceleration) to you over a period permitted and in an annuity form acceptable under Q&A-2 of section 1.401(a)(9)-6 of the Income Tax Regulations, your entire interest in the Annuity will become payable upon receipt of due proof of death under one of the alternative methods described below or one of the Code section 401(a)(9)-compliant methods made available by us at such time:
- (i) If the Designated Beneficiary is someone other than your surviving Spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of your death, over the remaining life expectancy of the Designated Beneficiary, with such life expectancy determined using the age of the Beneficiary as of his or her birthday in the calendar year following the calendar year of your death, or, if elected, in accordance with paragraph 2(c)(iii) below.

- (ii) If the sole Designated Beneficiary is your surviving Spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of your death (or by the end of the calendar year in which you would have attained age 70 ½, if later), over such Spouse's life, or, if elected, in accordance with paragraph 2(c)(iii) below. If the surviving Spouse dies before distributions are required to begin, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the Spouse's death, over the Spouse's Designated Beneficiary's remaining life expectancy determined using such Beneficiary's age as of his or her birthday in the calendar year following the death of the Spouse, or, if elected, will be distributed in accordance with paragraph 2(c)(iii) below. If the surviving Spouse dies after distributions are required to begin, any remaining interest will be distributed over the Spouse's remaining life expectancy determined using the Spouse's age as of his or her birthday in the year of the Spouse's death.
- (iii) If there is no Designated Beneficiary, or if applicable by operation of paragraph 2(c)(i) or 2(c)(ii) above, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of your death (or of the Spouse's death in the case of the surviving Spouse's death before distributions are required to begin under paragraph 2(c)(ii) above).
- (iv) The amount to be distributed each year under paragraph 2(c)(i) or 2(c)(ii) is the quotient obtained by dividing the value of the IRA as of the end of the preceding year by the remaining life expectancy specified in such paragraph. Life expectancy is determined using the Single Life Table in Q&A-1 of section 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving Spouse as the sole Designated Beneficiary, such Spouse's remaining life expectancy for a calendar year is the number in the Single Life Table corresponding to such Spouse's age in the applicable calendar year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Beneficiary's or individual's age in the calendar year specified in paragraph 2(c)(i) or 2(c)(ii) and reduced by 1 for each subsequent year.
- (v) A lump sum distribution. This option must be exercised by the end of the calendar year containing the fifth anniversary of your death.

You may elect the method. If no choice is made, the Beneficiary may make the election. Except as noted below, if no election is made on or before December 31 of the calendar year immediately following the calendar year of your death, the amount to be distributed will be payable immediately thereafter pursuant to paragraph 2(c)(iii).

- (d) **When Required Distributions Commence** – For purposes of paragraphs 2(a) and (b) above, required distributions are considered to commence on the individual's Required Beginning Date or, if applicable, on the date distributions are required to begin to the surviving Spouse under paragraph 2(c)(ii) above. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of Code section 1.401(a)(9)-6 of the Income Tax Regulations, then required distributions are considered to commence on the annuity starting date.
- (e) **Surviving Spouse as Designated Beneficiary** – If the sole Designated Beneficiary is your surviving Spouse, the Spouse may treat the Annuity as his or her own IRA provided the Spouse meets the requirements of the terms of your Annuity. Except as may be required by law, all provisions of this Annuity that do not specifically terminate upon your death will then be applied to the Spouse. This election will be deemed to have been made if such surviving Spouse makes a regular IRA contribution to the Annuity, makes a rollover to or from the Annuity, or fails to elect any of the above Minimum Distribution methods or any other method we make available at such time. This election is not available if annuity payments have commenced.

“Interest” Defined – The “interest” in the Annuity includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and –8 of Section 1.408-8 of the Income Tax Regulations. Also, prior to the date that annuity payments commence on an irrevocable basis (except for acceleration) the “interest” in the Annuity includes the actuarial value of any other benefits provided under the Annuity, such as guaranteed death benefits, unless otherwise provided by applicable federal tax law.

Annual Reports – We shall furnish annual calendar year reports concerning the status of the IRA and such information concerning required Minimum Distributions as is prescribed by the Commissioner of Internal Revenue.

ALLSTATE LIFE INSURANCE COMPANY

Austin L. Lees

Secretary

J. E. Holm

President and Chief Executive Officer

SERFF Tracking Number: PRUD-125983842 *State:* Arkansas
Filing Company: Allstate Life Insurance Company *State Tracking Number:* 41304
Company Tracking Number: ALLSTATE ROTH/IRA
TOI: A02.1G Group Annuities - Deferred Non- *Sub-TOI:* A02.1G.002 Flexible Premium
Variable and Variable
Product Name: ALLSTATE ROTH/IRA
Project Name/Number: ALLSTATE ROTH/IRA/A-END-ROTH(12/07)

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: PRUD-125983842 State: Arkansas
Filing Company: Allstate Life Insurance Company State Tracking Number: 41304
Company Tracking Number: ALLSTATE ROTH/IRA
TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium
Variable and Variable
Product Name: ALLSTATE ROTH/IRA
Project Name/Number: ALLSTATE ROTH/IRA/A-END-ROTH(12/07)

Supporting Document Schedules

Review Status:
Satisfied -Name: Third Party Authorization 01/12/2009
Comments:
Attachment:
ALICPru Letter of authorization.pdf

Review Status:
Satisfied -Name: Arkansas 7 form 01/12/2009
Comments:
Attachment:
AR - 7.pdf

Review Status:
Satisfied -Name: Arkansas 7a form 01/12/2009
Comments:
Attachment:
AR - 7a.pdf



DATE: January 6, 2009

TO: The Insurance Commissioner

RE: **Allstate Life Insurance Company**
NAIC # 008-60186
Authorization to File Riders and Endorsements
Forms: A-ARA-ROTH (12/07) & A-ARA-IRA(1/08)
(And any State Variations Thereto)

This letter will serve as notification to your Department that Pruco Life Insurance Company, and its employees, is authorized to submit the above captioned variable annuity Endorsements and any associated annuity forms on behalf of Allstate Life Insurance Company.

If you have any questions concerning the above, please do not hesitate to contact me at (847) 402-2992.

Signature

Karen Burckhardt

Name

Assistant Vice President

Title

January 6, 2009

Date

**Allstate Life Insurance Company
3100 Sanders Road
Northbrook, IL 60062**

STATE OF ARKANSAS

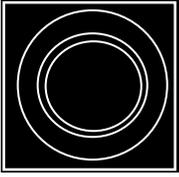
CERTIFICATION OF COMPLIANCE

I hereby certify that Allstate Life Insurance Company complies with the requirements of Rules and Regulation #34 of the Arkansas Insurance Department regarding Form Numbers: A-END-ROTH(12/07), A-END-IRA(1/08)



Karen Burckhardt
Assistant Vice President

January 7, 2009
Date



**ARKANSAS
INSURANCE
DEPARTMENT**

400 University Tower Building
1123 South University Ave.
Little Rock, Arkansas 72204

Lee Douglass
Insurance Commissioner

501-686-2900

ATTN: LIFE & HEALTH DIVISION, ARKANSAS INSURANCE DEPARTMENT

Company Name: Allstate Life Insurance Company

Company NAIC Code: 60186

Company Contact Person & Telephone # Pamela Bonaparte-Golding 800-628-6039 x47544

INSURANCE DEPARTMENT USE ONLY

ANALYST:_____ AMOUNT:_____ ROUTE SLIP:_____

ALL FEES ARE PER EACH INSURER. PER ANNUAL STATEMENT LINE OF BUSINESS.
UNLESS OTHERWISE INDICATED.

FEE SCHEDULE FOR ADMITTED INSURERS

RATE/FORM FILINGS

Life and/or Disability policy form filing and review, per each policy, contract, annuity form, per each insurer, per each filing.

* ___ x \$ 50 = ___

**Retaliatory___

Life and/or Disability - Filing and review of each rate filing or loss ratio guarantee filing, per each insurer.

* ___ x \$ 50 = ___

**Retaliatory___

Life and/or Disability: Filing and review of Annuity Forms: Filing and review of each certificate, rider, endorsement or application if each is filed separately from the basic form.

* 2 x \$ 25 = \$ 50.00

**Retaliatory ___

Life and/or Disability: Filing and review of Insurer's advertisements, per advertisement, per each insurer.

* ___ x \$ 25 = ___

**Retaliatory___

AMEND CERTIFICATE OF AUTHORITY

Review and processing of information to amend an Insurer's Certificate of Authority.

* ___ x \$400=___

Filing to amend Certificate of Authority.

*** ___ x \$100=___

*THESE FEES ARE PAYABLE UNDER THE NEW FEE SCHEDULE AS OUTLINED UNDER RULE AND REGULATION 57.

**THESE FEES ARE PAYABLE UNDER THE OLD FEE SCHEDULE AS OUTLINED UNDER ARK. CODE ANN. 23-63-102, RETALIATORY TAX.

***THESE FEES ARE PAYABLE AS REQUIRED IN ARK. ANN. § 23-61-401.