

SERFF Tracking Number: ALSB-126639810 State: Arkansas
Filing Company: Allstate Life Insurance Company State Tracking Number: 45787
Company Tracking Number: LU10974 SERIES
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.003 Single Premium
Product Name: LU10974 SERIES
Project Name/Number: LU10974 SERIES/LU10974 SERIES

Filing at a Glance

Company: Allstate Life Insurance Company

Product Name: LU10974 SERIES

TOI: A03I Individual Annuities - Deferred Variable

Sub-TOI: A03I.003 Single Premium

Filing Type: Form

SERFF Tr Num: ALSB-126639810 State: Arkansas

SERFF Status: Closed-Withdrawn State Tr Num: 45787

Co Tr Num: LU10974 SERIES

State Status: Withdrawn

Reviewer(s): Linda Bird

Author: Elizabeth Vassallo

Disposition Date: 05/27/2010

Date Submitted: 05/26/2010

Disposition Status: Withdrawn

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: LU10974 SERIES

Project Number: LU10974 SERIES

Requested Filing Mode: Review & Approval

Status of Filing in Domicile: Pending

Date Approved in Domicile:

Domicile Status Comments: Forms were filed for approval in Illinois, our domicile state, on May 25, 2010.

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 05/27/2010

Market Type: Individual

Group Market Size:

Group Market Type:

Explanation for Other Group Market Type:

State Status Changed: 05/27/2010

Deemer Date:

Submitted By: Elizabeth Vassallo

Filing Description:

May 26, 2010

Created By: Elizabeth Vassallo

Corresponding Filing Tracking Number:

Honorable Julie Benafield Bowman

Insurance Commissioner

Department of Insurance

1200 West Third Street

Little Rock, AR 72201-1904

SERFF Tracking Number: ALSB-126639810 State: Arkansas
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Attn: Mr. John Shields

RE: SERFF Tracking Number: ALSB-126639810
Single Premium Deferred Annuity

Filed For Approval

LU10974 Single Premium Deferred Annuity Contract
DPA10974 Contract Annuity Data Page
FIC395 Application

LU10978A Bailout Rate Endorsement
LU10978B Bailout Rate Endorsement
LU10979 Credit Enhancement Endorsement

Filed For General Use

LU10975 Waiver of Charges Endorsement
LU10976 Waiver of Charges Endorsement

Dear Mr. MacBain:

We submit via SERFF the above-referenced forms for your attention and approval. These are new forms, not previously submitted, and they do not replace any currently approved forms.

Domiciliary Approval:

The enclosed forms were submitted to Allstate Life Insurance Company's state of domicile, Illinois, on 5/25/2010.
Statement of Variability

The attached Statement of Variability details all that we are bracketing and/or considering variable.

Description of Forms

Contract LU10974

Overview

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LU10974 is a Single Premium Deferred Annuity that addresses the retirement needs of middle market and mass affluent consumers. It will provide to consumers a suite of Investment Options (based on established index(es), e.g., S&P 500) limited in number, complexity, and potential for loss of principal, allowing consumers to tailor the contract to match individual risk tolerance.

Design and Non-forfeiture Benefits

LU10974 is a form of a variable annuity. Similar to traditional variable annuities, contract LU10974 allows for the allocation of Purchase Payment into several options with differing expectations of return and risk, performance will be passed through on a daily basis, and exposes a portion of the Purchase Payment to loss. Performance will reflect the gains and losses of a Separate Account, in particular a non-unitized Separate Account, within the guarantees provided in the Contract. One such guarantee is that returns mirror a specified index (e.g., S&P 500) subject to a stated minimum and maximum. During the period in which Withdrawal Charges apply, returns reflect the change in value of financial instruments that we may use to fund the benefits and guarantees of this Contract. The Maturity Value of the contract reflects only the returns of the specified index, while the Interim Value of the contract reflects both the returns of specified index and the change in value of financial instruments that we may use to fund the Contract.

The Purchase Payment may be allocated to one or more Investment Options. The performance of the Investment Options that are available will be based on the movement of established indices (e.g., S&P 500) and will provide a suite of choices, allowing the Owner to invest in a simple manner that aligns with his/her risk tolerance. The primary difference among the Investment Options is the range of returns that are possible based on the performance of the established Index. For each Investment Option, the Minimum Investment Performance Rate and Maximum Investment Performance Rate may be reset annually, at each Contract Anniversary. The Minimum Investment Performance Rate, while it may be reset, cannot be reset below the original Minimum Investment Performance Rate as stipulated in the Annuity Data Page. An annual charge may be assessed, and may vary according to the Investment Option(s) selected and the Maturity Value.

The Investment Options are available for a certain period of time, as specified in the Contract, which corresponds to the length of the withdrawal charge schedule of this Contract. At the end of this initial period, if annuitization or surrender is not selected, the entirety of the Maturity Value will transfer out of the Investment Options into a single Access Account. The performance of the Access Account is determined in a manner similar to the Investment Options available during the Withdrawal Charge Period.

After issue, partial withdrawals and full surrenders are available at any time; annuitization is allowed after thirteen months. A death benefit is payable upon death of the last surviving Owner (if each Owner is a natural person) or upon death of the annuitant (if the Owner is a non-natural person,) if such a death occurs before the commencement of annuitization benefits. The death benefit includes a minimum guarantee, at no additional cost, of the return of Purchase Payment, adjusted proportionally for withdrawals made over the life of the Contract. A discussion of compliance with

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relevant non-forfeiture regulation can be found in the Actuarial Memorandum that accompanies this letter.

The Contract may offer other features as described below.

Annuity Data Page DPA10974

The Contract's Annuity Data Page will be generated by computer to reflect customer information for the above-referenced annuity program. DPA10974 is intended for use with Contract LU10974. The Annuity Data Page supplied has bracketed options and charges, as the Annuity Data Page may vary based on issue age, initial Purchase Payment and the options selected.

Application FIC395

Application FIC395 will be completed by customers who wish to enroll for coverage under the annuity Contract LU10974.

Bailout Rate Endorsement LU10978A

For each Investment Option, a Bailout Rate is specified on the Annuity Data Page. If, for any Contract Year during which a Withdrawal Charge applies, the Maximum Investment Performance Rate is declared to be less than the stipulated Bailout Rate for a particular Investment Option, certain rights are then granted to the Owner of the Contract. These rights apply only to the Investment Option for which the Maximum Investment Performance Rate was declared to be less than the Bailout Rate. Specifically, the Owner may withdraw all or a portion of Investment Option Maturity Value from the applicable Investment Options during a specified period following the Contract Anniversary without incurring a Withdrawal Charge. Such rights will be available as long as this benefit is offered with a Contract.

Bailout Rate Endorsement LU10978B

For each Investment Option, a Bailout Rate is specified on the Annuity Data Page. If, for any Contract Year during which a Withdrawal Charge applies, the Maximum Investment Performance Rate is declared to be less than the stipulated Bailout Rate for a particular Investment Option, certain rights are then granted to the Owner of the Contract. These rights apply only to the Investment Option for which the Maximum Investment Performance Rate was declared to be less than the Bailout Rate. Specifically, the Owner may withdraw all or a portion of Investment Option Interim Value from the applicable Investment Options during a specified period following the Contract Anniversary without incurring a Withdrawal Charge. Such rights will be available as long as this benefit is offered with a Contract.

Credit Enhancement Endorsement LU10979

As long as this benefit is offered with a Contract, the Owner will receive a Credit Enhancement on the Issue Date of the Contract. The Credit Enhancement is allocated to the Investment Options in the same proportions elected by the Owner for the Purchase Payment.

Waiver of Charges Endorsement LU10975

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This Endorsement provides access to the Maturity Value of the Contract, without Withdrawal Charges, if the owner is unable to perform certain Activities of Daily Living after a period of time. The Endorsement does not provide any Long Term Care or Health benefits and is solely for the purpose of waiving charges for the deferred annuity policies.

Waiver of Charges Endorsement LU10976

This Endorsement provides access to the Maturity Value of the Contract, without Withdrawal Charges, if the owner is confined in a long-term care facility or hospital, diagnosed with a terminal illness or becomes unemployed. This Endorsement does not provide any Activities of Daily Living benefits and is solely for the purpose of waiving charges for the deferred annuity policies.

Actuarial Support Documents

We have enclosed the following information:

- Statement and Demonstration of Method Used to Calculate Nonforfeiture Values
- Reserves

In addition to the forms listed above, we have attached the following:

 Previously-approved Forms List

These forms have been generated by our home office computer system. These forms may also be generated using other hardware, which can result in changes in formatting (e.g., typeface, margins, page breaks), but the contents will remain unaffected.

Please note that some of the variable information on the pdfs of these forms was bracketed using Adobe Acrobat. Although the bracketing appears on the attached pdfs when viewed electronically, the bracketing may not appear on printed hard copies unless your printer is given special instructions to do so.

A prospectus will be filed with the Securities & Exchange Commission.

If you have any questions, please feel free to contact me at the address, phone, or e-mail on my letterhead. Thank you for your consideration of this matter.

Sincerely,

Elizabeth J. Vassallo
Senior Product & Financial Analyst
Contract Development and Filing

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Company and Contact

Filing Contact Information

Elizabeth Vassallo, evass@allstate.com
 3100 Sanders Rd, Suite M2A 847-402-2355 [Phone]
 Northbrook, IL 60062 847-326-5224 [FAX]

Filing Company Information

Allstate Life Insurance Company CoCode: 60186 State of Domicile: Illinois
 3100 Sanders Road, Suite M2A Group Code: 8 Company Type:
 Northbrook, IL 60062 Group Name: State ID Number:
 (847) 402-8112 ext. [Phone] FEIN Number: 36-2554642

Filing Fees

Fee Required? Yes
 Fee Amount: \$400.00
 Retaliatory? Yes
 Fee Explanation: \$50/form x 8 forms = \$400.00
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Allstate Life Insurance Company	\$400.00	05/26/2010	36832936

SERFF Tracking Number: ALSB-126639810 State: Arkansas
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 TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.003 Single Premium
 Product Name: LU10974 SERIES
 Project Name/Number: LU10974 SERIES/LU10974 SERIES

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Withdrawn	Linda Bird	05/27/2010	05/27/2010

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Withdrawal	Note To Reviewer	Elizabeth Vassallo	05/26/2010	05/26/2010

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	No	No
Supporting Document	Application	No	No
Supporting Document	Life & Annuity - Actuarial Memo	No	No
Supporting Document	Statements of Variability	Yes	Yes
Supporting Document	Previously-approved Forms List	Yes	Yes
Supporting Document	Reserves	Yes	Yes
Form	Single Premium Deferred Annuity	Yes	Yes
Form	Annuity Data Page	Yes	Yes
Form	Annuity Application	Yes	Yes
Form	Bailout Rate Endorsement	Yes	Yes
Form	Bailout Rate Endorsement	Yes	Yes
Form	Credit Enhancement Endorsement	Yes	Yes
Form	Waiver of Charges Endorsement (ADL)	Yes	Yes
Form	Waiver of Charges Endorsement	Yes	Yes

SERFF Tracking Number: *ALSB-126639810* *State:* *Arkansas*
Filing Company: *Allstate Life Insurance Company* *State Tracking Number:* *45787*
Company Tracking Number: *LU10974 SERIES*
TOI: *A03I Individual Annuities - Deferred Variable* *Sub-TOI:* *A03I.003 Single Premium*
Product Name: *LU10974 SERIES*
Project Name/Number: *LU10974 SERIES/LU10974 SERIES*

Note To Reviewer

Created By:

Elizabeth Vassallo on 05/26/2010 01:38 PM

Last Edited By:

Linda Bird

Submitted On:

05/27/2010 09:28 AM

Subject:

Withdrawal

Comments:

We are requesting that this filing be withdrawn. Thank you, Elizabeth [847-402-2355]

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Form Schedule

Lead Form Number: LU10974

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	LU10974	Policy/Contract/Deferred Annuity Certificate	Initial		0.000	LU10974 Single Premium Deferred Annuity Contract FINAL.pdf
	DPA10974	Data/Declaration Pages	Initial		0.000	DPA10974 Data Page CW.pdf
	FIC395	Application/Annuity Enrollment Form	Initial		0.000	FIC395 Application (1010).pdf
	LU10978A	Policy/Contract/Endorsement Certificate: Amendment, Insert Page, Endorsement or Rider	Initial		0.000	LU10978A Bailout Endorsement.pdf
	LU10978B	Policy/Contract/Endorsement Certificate: Amendment, Insert Page, Endorsement or Rider	Initial		0.000	LU10978B Bailout Endorsement.pdf

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LU10979	Policy/Cont Credit Enhancement Initial ract/Fratern Endorsement al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	0.000	LU10979 Credit Enhancement Endorsement. pdf
LU10975	Policy/Cont Waiver of Charges Initial ract/Fratern Endorsement (ADL) al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	0.000	LU10975 - Waiver of Charges Endorsement _ADL_.pdf
LU10976	Policy/Cont Waiver of Charges Initial ract/Fratern Endorsement al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	0.000	LU10976 Waiver of Charges Endorsement. pdf

Allstate Life Insurance Company

A Stock Company

Home Office: [3100 Sanders Road, Northbrook, Illinois 60062-7154]

Single Premium Deferred Annuity Contract

This Contract is issued to the Owner(s) in consideration of the Purchase Payment. Allstate Life Insurance Company ("Allstate Life") will pay the benefits of this Contract, subject to its terms and conditions.

Throughout this Contract, "You" and "Your" refer to the Owner(s) of this Contract. "We", "Us" and "Our" refer to Allstate Life.

Contract Summary

This single premium deferred annuity provides for withdrawals and a death benefit during the Accumulation Phase and annuity payments beginning on the Payout Start Date during the Payout Phase.

The dollar amount of income payments or other values provided by this Contract will vary to reflect the performance of the Investment Option(s) or the Access Account.

This Contract does not pay dividends.

The tax status of this Contract as it applies to You should be reviewed each year.

PLEASE READ YOUR CONTRACT CAREFULLY.

This is a legal Contract between the Owner(s) of this Contract and Allstate Life Insurance Company.

Trial Examination Period

If You are not satisfied with this Contract for any reason, You may cancel it by written notification within 20 days after You receive it. We will refund to You the Interim Value of the Contract as of the date of cancellation.



Susan L. Lees
Secretary



Matthew E. Winter
President and Chief Executive Officer

Single Premium Deferred Annuity

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DEFINITIONS

Access Account: An account available during the Accumulation Phase of the Contract that begins after the Investment Option Period.

Access Account Index: The index(es) shown on the Annuity Data Page used to calculate the Access Account Performance.

Access Account Performance: As referenced in the "Accumulation Phase – Access Account Period" provision of this Contract.

Access Account Period: An optional period during the Accumulation Phase of the Contract that begins after the Investment Option Period and ends on the Payout Start Date or at Termination of the Contract.

Access Account Value: As referenced in the "Accumulation Phase – Access Account Period" provision of this Contract. The Access Account Value is the basis for all benefits during the Access Account Period.

Accumulation Phase: The period of this Contract that begins on the Issue Date and continues until the Payout Start Date. It includes the Investment Option Period and, if applicable, the Access Account Period.

Annual Charge: For each Investment Option, a fee, expressed as a percentage on Your Annuity Data Page, assessed to Your Maturity Value on the first day of each Contract Year. The Annual Charge may vary based on the Contract Year, Maturity Value and/or Purchase Payment. [The Annual Charge may increase or decrease. It may never exceed [9.9%.].]

Annuitant: The person named as such on the Annuity Data Page of the Contract, unless subsequently changed by You.

Annuity Data Page: A part of the Contract, containing information specific to the Owner, Annuitant, and elections of certain features of this Contract.

Beneficiary: The person(s) shown on the Annuity Data Page, unless subsequently changed by You, that will receive the Death Benefit if death occurs during the Accumulation Phase, or to whom any remaining Income Plan payments may be made if death occurs during the Payout Phase.

Code: The Internal Revenue Code of 1986, as amended, and the regulations.

Contingent Beneficiary: The person(s) named on the Annuity Data Page, unless subsequently changed by You, that will receive Death Benefits if death occurs during the Accumulation Phase, or to whom any remaining Income Plan payments may be made if death occurs during the Payout Phase, when all Primary Beneficiary(ies) predecease the sole surviving Owner.

Contract: This Contract, including the Annuity Data Page, application, any endorsements and any riders.

Contract Anniversary: The anniversary of the Issue Date of the Contract.

Contract Maturity Date: The latest date Income Plan payments may start.

Contract Year: A 365 day period (366 days for a leap year) beginning on the Issue Date and on each Contract Anniversary.

Death Benefit: The amount payable to the Beneficiary upon the death of the last Owner.

Fair Value Index: The index(es) identified as such on the Annuity Data Page. The index(es) used for calculation of the Investment Option Interim Value.

Guaranteed Payment Period: The period of time over which income payments are guaranteed to be paid.

Income Plan: A payout option that allows for a series of payments to be made during the Payout Phase.

Interim Value: The sum of the Investment Option Interim Values during the Investment Option Period. The Interim Value is used during the Investment Option Period for certain withdrawals, Income Plan, Death Benefit, and other benefits as specified in any riders attached to this Contract. At the expiration of the Investment Option Period, the Interim Value equals the Maturity Value. Upon entering the Access Account Period the Interim Value is no longer applicable.

Investment Option(s): Options for allocation of Purchase Payment or Transfers after the Issue Date.

Investment Option Index: The index(es) shown on the Annuity Data Page used to calculate the Investment Option Performance.

Investment Option Interim Value(s): As referenced in the "Accumulation Phase – Investment Option Period" provision of this Contract.

Investment Option Maturity Value(s): As referenced in the "Accumulation Phase – Investment Option Period" provision of this Contract.

Investment Option Performance: On any given date, the performance of an Investment Option during the current Contract Year.

Investment Option Period: A period that begins on the Contract Issue Date, the length of which is specified on the Annuity Data Page.

Issue Date: The date this Contract becomes effective.

Maturity Value: The sum of the Investment Option Maturity Values during the Investment Option Period. The Maturity Value is used as a basis for the Death Benefit, the Preferred Withdrawal Amount, and other benefits as specified in any riders attached to this Contract.

Maximum Access Account Performance Rate: The highest percentage by which the Access Account Value may be increased during the Contract Year. It is declared upon establishment of the Access Account and may vary on each anniversary of the date of establishment of the Access Account.

Maximum Investment Performance Rate: The highest percentage by which the Investment Option Maturity Value may be increased during the Contract Year. The Maximum Investment Performance Rate may decrease or increase on each Contract Anniversary and may vary based on the Contract Year, Maturity Value and/or Purchase Payment.

Minimum Access Account Performance Rate: If zero or positive, the lowest percentage by which the Access Account Value may increase during any Contract Year; if negative, the greatest percentage by which the Access Account Value may decrease during the Contract Year.

Minimum Investment Performance Rate: If zero or positive, the lowest percentage by which an Investment Option Maturity Value may increase during any Contract Year; if negative, the greatest percentage by which an Investment Option Maturity Value may decrease during the Contract Year.

Natural Person: A living human being.

Non-Natural Person: Any entity other than a Natural Person.

Owner: A Natural or Non-Natural Person(s) named as such on the Annuity Data Page of this Contract. The Owner is also referred to as "You" and "Your" in this Contract. The definition includes Joint Owner.

Payout Phase: The period of this Contract that begins on the Payout Start Date and continues until the last Income Plan payment is made.

Payout Start Date: The date the Accumulation Phase ends and the Payout Phase begins.

Preferred Withdrawal Amount: The portion of the Maturity Value that may be withdrawn without incurring a Withdrawal Charge.

Primary Beneficiary: The person(s) named on the Annuity Data Page unless subsequently changed by You. The Primary Beneficiary is the Beneficiary(ies) who is first entitled to receive benefits under this Contract upon the death of the sole surviving Owner.

Purchase Payment: The amount You paid to Us in exchange for the rights, privileges, and benefits of this Contract.

Taxes: Any premium tax and any other applicable Taxes relating to this Contract.

Transfers: You may elect to Transfer all or part of the Maturity Value from one or more Investment Options into other Investment Option(s) on no more than [two] dates of Your choice during the Investment Option Period.

Vested Beneficiary: A Beneficiary who has obtained certain rights in all or a share of the Death Benefit because there is no surviving Owner.

We, Us, Our: Allstate Life Insurance Company ("Allstate Life").

Withdrawal Charge: A percentage charge that may be assessed on withdrawals of Interim Value in excess of the Preferred Withdrawal Amount.

You, Your: A person named as an Owner on the Annuity Data Page.

THE PERSONS INVOLVED IN THIS CONTRACT

Owner

This Contract cannot be jointly owned by both a Non-Natural person and a Natural Person. If the Owner is a trust, the Owner will be considered a Non-Natural Person.

You may not change the Owner.

You may not assign any interest in this Contract as collateral or security for a loan, nor may You assign periodic income payments under this Contract.

If more than one person is designated as Owner:

- Owner as used in this Contract refers to all named Owners, unless otherwise indicated;
- Any request to exercise ownership rights must be signed by all Owners;
- On the death of any person who is an Owner, the surviving person(s) named as Owner(s) will continue as Owner(s), as described in the "Death of Owner" provision; and
- If any Owner is a Non-Natural Person, when the Annuitant dies, the "Death of Annuitant" provision will apply.

Annuitant

The Annuitant must be a Natural Person.

If the Owner is a Natural Person, the Owner may change the Annuitant before the Payout Start Date by written request in a timely manner, in a form satisfactory to Us. The Contract Maturity Date, will be the later of:

- The Contract Anniversary following the date of the earliest [80]th birthday of all Annuitant(s) named in the Contract on or after the Issue Date; or
- The length of the Investment Option Period as stated on Your Annuity Data Page.

Once We accept a change, it takes effect on the date You signed the request. If the Owner is a Non-Natural Person, the Annuitant may not be changed.

Beneficiary A Beneficiary is a Primary Beneficiary, a Contingent Beneficiary or a Vested Beneficiary, as described below.

The Primary Beneficiary is the person(s) named on the Annuity Data Page unless later changed by You. The Primary Beneficiary is the Beneficiary(ies) who is first entitled to receive benefits under this Contract upon the death of the sole surviving Owner.

The Contingent Beneficiary is the person(s) named on the Annuity Data Page unless later changed by You. The Contingent Beneficiary is entitled to receive benefits under the Contract upon the death of the sole surviving Owner, when all Primary Beneficiary(ies) predecease the sole surviving Owner.

The Vested Beneficiary is any Beneficiary(ies) who has obtained certain rights in all or a share of the Death Benefit, as defined in the "Death of Owner" provision, because there is no surviving Owner.

You may change Beneficiaries at any time by written request in a timely manner, in a form satisfactory to Us. Once We accept a request, the change will take effect on the date You signed the request. Any change is subject to any payment We make or other action We take before We accept the change.

If no named Beneficiary is living when the sole surviving Owner dies, or if a Beneficiary has not been named, the Vested Beneficiary will be:

- i. Your spouse (or person of equivalent legal status based on applicable state law); or if he or she is no longer living,
- ii. Your surviving children equally; or if You have no surviving children,
- iii. Your estate.

For the purposes of this Contract, children are natural children and legally adopted children only.

Unless You have provided written directions to the contrary in a form satisfactory to Us, the Beneficiaries will take equal shares. If there is more than one Beneficiary in a class (e.g., Primary) and one of the Beneficiaries predeceases the Owner, the deceased Beneficiary's entire share will be divided among the remaining Beneficiaries in that class in proportion to the remaining Beneficiaries' original shares.

Survivor Clause For purposes of this Contract, in determining whether a person has survived another person, the person who survives the other person by at least 24 hours will be deemed to be the surviving person. A person who has not survived the other person by at least 24 hours will be conclusively presumed to have predeceased the other person.

ACCUMULATION PHASE

The Accumulation Phase of this Contract is the period during which, after the initial allocation of Your Purchase Payment, the Maturity Value of Your Contract will reflect the performance of one or more specified, established index(es), subject to stated minimum and maximum rates. The Accumulation Phase has two periods:

1. The Investment Option Period, which begins on the Issue Date and expires after a defined number of years, as stated on Your Annuity Data Page or upon Your death. During the Investment Option Period, Withdrawal Charges may apply.
2. The Access Account Period, during which no Withdrawal Charges apply.

The Investment Option Period and Access Account Period are described in further detail later in this Contract.

ACCUMULATION PHASE – INVESTMENT OPTION PERIOD

The first of two possible periods during the Accumulation Phase of this Contract. The longest length of the Investment Option Period is specified on Your Annuity Data Page. The Investment Option Period starts on the Contract Issue Date and ends on the earlier of:

- the Payout Start Date; or
- the expiration of the Investment Option Period.

Purchase Payment The Purchase Payment is shown on the Annuity Data Page. We will allocate the Purchase Payment to the Investment Options according to the Purchase Payment allocation You elected, as shown on the Annuity Data Page. The minimum allocation amount to any one Investment Option is shown on the Annuity Data Page. If Your initial allocation to any Investment Option(s) is less than the Investment Option Minimum Allocation Requirement, as shown on Your Annuity Data Page, We will re-allocate Your Purchase Payment from the other Investment Options proportionately to meet the Investment Option Minimum Allocation Requirement. No additional Purchase Payment may be made to the Contract.

Investment Options We may offer one or more Investment Option(s). An Investment Option is defined by a specified Investment Option Index, Maximum Investment Performance Rate and Minimum Investment Performance Rate. Investment Option(s) available at issue are shown on the Annuity Data Page.

We reserve the right in Our sole discretion to:

- Add Investment Options; and

- Restrict Transfers into any Investment Option.

If a portion of Your Maturity Value is allocated to an Investment Option, unless You elect to do so, it will not be transferred to a different Investment Option.

Investment Option Performance On any given date, the Investment Option Performance is equal to the Investment Option Index value as of that date, divided by the Investment Option Index value at the later of the previous date We paid a withdrawal and the beginning of the current Contract Year, minus one.

- For the purpose of this calculation, the Investment Option Index value for either date will not be less than the Investment Option Index value as of the beginning of the current Contract Year, multiplied by (1 + the Minimum Investment Performance Rate).
- For the purpose of this calculation, the Investment Option Index value for either date will not be greater than the Investment Option Index value as of the beginning of the current Contract Year, multiplied by (1 + the Maximum Investment Performance Rate).

The Investment Option Performance will be reflected in Your Investment Option Maturity Value and Investment Option Interim Value throughout the year. At the end of each Contract Year, the Investment Option Performance for that Contract Year will be determined.

Maximum Investment Performance Rate Your initial Maximum Investment Performance Rate for each Investment Option is shown on the Annuity Data Page. The Maximum Investment Performance Rate may decrease or increase on each Contract Anniversary and may vary based on the Contract Year, Maturity Value and/or Purchase Payment. Any change We make will be applied on a non-discriminatory basis.

Minimum Investment Performance Rate The Minimum Investment Performance Rate for each Investment Option is shown on the Annuity Data Page. If the Minimum Investment Performance Rate is zero or positive, it is the lowest percentage by which an Investment Option Maturity Value may increase during any Contract Year; if the Minimum Investment Performance Rate is negative, it is the greatest percentage by which an Investment Option Maturity Value may decrease during the Contract Year. The Minimum Investment Performance Rate can never be reset below the Minimum Investment Performance Rate shown on the Annuity Data Page. Any change We make will be applied on a non-discriminatory basis.

Investment Option Index(es)

The Investment Option Index(es) are used to calculate the Investment Option Performance. The Investment Option Index(es) are shown on the Annuity Data Page. If the publication of an Investment Option Index is discontinued, or is substantially changed, We may substitute another Investment Option Index at Our discretion. For the Contract Year in which an Investment Option Index is substituted, the Investment Option Performance will be computed using the Investment Option Index at the beginning of the Contract Year for the portion of the year in which it was effective, and the substituted Investment Option Index for the remainder of the Contract Year. For all complete Contract Years following the substitution of the Investment Option Index, the substituted Investment Option Index will be used. The same process will apply should the substituted Investment Option Index be discontinued or substantially changed. We will notify you of any substitutions of Investment Option Index(es).

The Investment Option Index value for a particular day is the value, calculated to the nearest 1/100 of a point, published as of close of business that day. If the Investment Option Index is not published that day due to scheduled market closure, the Investment Option Index value will be the value of the Investment Option Index at the end of business of the first preceding day that the Investment Option Index value is published.

If the Investment Option Index is not published on a particular day due to a disruption in the markets, the Investment Option Index value for that day will be the value of the Investment Option Index at the end of the first business day that the Investment Option Index value is published after said disruption.

Investment Option Interim Value For each Investment Option, the Investment Option Interim Value as of any given date is calculated by the following formula prior to any withdrawals on that date:

Investment Option Interim Value = $A \times (1 - B) \times (1 + C) \times D$, where

A = Investment Option Maturity Value as of the later of the previous day on which a withdrawal was taken, and the beginning of the current Contract Year. On the Issue Date, this amount equals the portion of the Purchase Payment allocated to that particular

Investment Option. At the beginning of the current Contract Year, this amount equals the Investment Option Maturity Value as of the end of the previous Contract Year, adjusted for Transfers.

- B = The Annual Charge, if the date used in determining A in this formula is the first day of a Contract Year. Otherwise, it is zero.
- C = Investment Option Performance as described above.
- D = $((1+E)/(1+F))^G$, where
- E = The Fair Value Index, computed as of the Issue Date, based upon the value of specified financial instruments, as indicated in Your Annuity Data Page, of a maturity corresponding to the [original/remaining] length of the Investment Option Period.
- F = The Fair Value Index, computed as of the current date, based upon the value of specified financial instruments, as indicated in Your Annuity Data Page, of a maturity corresponding to the [original/remaining] length of the Investment Option Period.
- G = Number of whole and partial years from the current date until the end of the Investment Option Period. If G does not correspond to the length of an observed financial instrument as defined in the Fair Value Index, We will linearly interpolate based on the values of observed financial instruments, of maturities closest to G, to determine E and F above.

If the publication of any component of the Fair Value Index is discontinued, or if the calculation of any component of the Fair Value Index is changed substantially, We may make a substitution for the discontinued or substantially changed component. Any change We make will be applied on a non-discriminatory basis.

The Investment Option Interim Value will not be greater than the Investment Option Maturity Value at the beginning of the Contract Year multiplied by (1-Annual Charge), multiplied by (1+ the Maximum Investment Performance Rate); this will be adjusted for withdrawals in the same manner as the Investment Option Maturity Value described in the "Withdrawals" section of this Contract.

Investment Option Maturity Value For each Investment Option, the Investment Option Maturity Value as of any given date is calculated by the following formula prior to any withdrawals on that date:

Investment Option Maturity Value = $A \times (1 - B) \times (1+C)$, where

- A = Investment Option Maturity Value as of the later of the previous day on which a withdrawal was taken, and the beginning of the current Contract Year. On the Issue Date, this amount equals the portion of the Purchase Payment allocated to that particular Investment Option. At the beginning of the current Contract Year, this amount equals the Investment Option Maturity Value as of the end of the previous Contract Year, adjusted for Transfers.
- B = The Annual Charge, if the date used in determining A in this formula is the first day of a Contract Year. Otherwise, it is zero.
- C = Investment Option Performance, as described above.

At the expiration of the Investment Option Period, You must do one of the following:

- Transfer the Maturity Value to the Access Account; or
- Apply the Maturity Value to an Income Plan; or
- Surrender the Contract.

The total value of Your Investment Options will be transferred to the Access Account if We do not receive notification from You, in a form satisfactory to Us, no later than [30] days before the end of the Investment Option Period.

ACCUMULATION PHASE – ACCESS ACCOUNT PERIOD

The Access Account is established when:

- You elect or are deemed to have elected to Transfer the value of the expiring Investment Option(s) to establish the Access Account; or
- Option A under the “Death of Owner” or “Death of Annuitant” provision is elected.

For the purpose of this section, Access Account Year is the period between anniversaries of the date of the establishment of the Access Account.

Access Account Performance On any given date, the Access Account Performance is computed as the Access Account Index value as of that date, divided by the Access Account Index value at the later of the previous date We paid a withdrawal and the anniversary of the date that You established the Access Account Period, minus one.

- For the purpose of this calculation, the Access Account Index value for either date will not be less than the Access Account Index value as of the beginning of the current Access Account Year, multiplied by (1 + the Minimum Access Account Performance Rate).
- For the purpose of this calculation, the Access Account Index value for either date will not be greater than the Access Account Index value as of the beginning of the current Access Account Year, multiplied by (1 + the Maximum Access Account Performance Rate).

The Access Account Performance will be reflected in Your Access Account Value throughout the year. At the end of each Access Account Year, the Access Account Performance for that Access Account Year will be determined.

Maximum Access Account Performance Rate The Maximum Access Account Performance Rate is the highest percentage by which the Access Account Value may be increased during the Access Account Year. The Maximum Access Account Performance Rate may decrease or increase at the beginning of the Access Account Year and may vary based on the Access Account Year, Maturity Value and/or Purchase Payment. Any change We make will be applied on a non-discriminatory basis.

Minimum Access Account Performance Rate The Minimum Access Account Performance Rate is shown on the Annuity Data Page. If the Minimum Access Account Performance Rate is zero or positive, it is the lowest percentage by which the Access Account Value may increase during any Access Account Year; if the Minimum Access Account Performance Rate is negative, it is the greatest percentage by which an Asset Account Value may decrease during the Access Account Year. The Minimum Access Account Performance Rate can never be reset below the Minimum Access Account Performance Rate shown on the Annuity Data Page. Any change We make will be applied on a non-discriminatory basis.

Access Account Index(es)

The Access Account Index(es) are used to calculate the Access Account Performance. The Access Account Index(es) are shown on the Annuity Data Page. If the publication of the Access Account Index is discontinued, or is substantially changed, We may substitute another Access Account Index at Our discretion. For the Access Account Year in which the Access Account Index is substituted, the Access Account Performance will be computed using the Access Account Index at the beginning of the Access Account Year for the portion of the year in which it was effective, and the substituted Access Account Index for the remainder of the Access Account Year. For all complete Access Account Year following the substitution of the Access Account Index, the substituted Access Account Index will be used. The same process will apply should the substituted Access Account Index be discontinued or substantially changed.

The Access Account Index value for a particular day is the value, calculated to the nearest 1/100 of a point, published as of close of business that day. If the Access Account Index is not published that day due to scheduled market closure, the Access Account Index value will be the value of the Access Account Index at the end of business of the first preceding day that the Access Account Index value is published.

If the Access Account Index is not published on a particular day due to a disruption in the markets, the Access Account Index value for that day will be the value of the Access Account Index at the end of the first business day that the Access Account Index value is published after said disruption.

Access Account Value The Access Account Value as of any given date is calculated by the following formula:

Access Account Value = $A \times (1+B)$, where

A = Access Account Value as of the later of the previous day on which a withdrawal was taken or the beginning of the current Access Account Year.

At establishment, this amount equals:

- The Maturity Value, if the establishment of the Access Account Period occurs at the expiration of the Investment Option Period.
- The Death Benefit, if the establishment of the Access Account Period occurs as a result of a Death of Owner or Death of Annuitant option that necessitates such establishment.

B = Access Account Performance, as described above.

TRANSFERS, WITHDRAWALS AND TERMINATIONS

Transfers You may elect to Transfer all or part of the Maturity Value from one or more Investment Options into other Investment Option(s) on no more than [two] Contract Anniversary(s) during the Investment Option Period, subject to the following conditions:

- All Investment Options into which You elect to Transfer the Maturity Value must be eligible to receive Transfers of Maturity Value according to the terms and conditions in effect on the Transfer date; and
- We must receive notification of Your election to Transfer, in a form satisfactory to Us, no later than [90] days before the Transfer.

If You Transfer any Maturity Value into an Investment Option which was available on the Issue Date of this Contract, the Minimum Investment Performance Rate for that Investment Option as shown on the Annuity Data Page will be applicable.

Preferred Withdrawal Amount During the Investment Option Period, the Preferred Withdrawal Amount for each Contract Year is the Preferred Withdrawal Amount percentage, shown on Your Annuity Data Page, multiplied by Your Maturity Value as of the beginning of the Contract Year. Withdrawals in each Contract Year always come from Your available Preferred Withdrawal Amount first and reduce Your Maturity Value.

During each Contract Year, You may withdraw the Preferred Withdrawal Amount without incurring a Withdrawal Charge; however, the amount withdrawn may be subject to any applicable Taxes. If You do not withdraw the entire Preferred Withdrawal Amount during a Contract Year, any remaining Preferred Withdrawal Amount will not increase the Preferred Withdrawal Amount in a subsequent Contract Year. The Preferred Withdrawal Amount is only available during the Investment Option Period.

Preferred Withdrawals during the Investment Option Period will be made in the proportion that each Investment Option bears to the total Maturity Value.

The Preferred Withdrawal Amount will be reduced by the withdrawal request amount for each gross withdrawal; and by the adjusted withdrawal request amount for each net withdrawal. Upon taking a portion or all of Your Preferred Withdrawal Amount, the Interim Value will be reduced by the same proportion as the Maturity Value.

Withdrawals You have a right to withdraw part or all of the remaining Interim Value during the Investment Option Period after You have withdrawn Your entire Preferred Withdrawal Amount, or the Access Account Value during the Access Account Period.

If, during the Investment Option Period, the sum of withdrawals taken during the Contract Year exceeds Your Preferred Withdrawal Amount, the withdrawal amount in excess of Your Preferred Withdrawal Amount will be treated as a withdrawal of Interim Value, and reduce Your Maturity Value in the same proportion as Your Interim Value. Withdrawals during the Investment Option Period will be made in the proportion that each Investment Option bears to the total Maturity Value.

Withdrawals are subject to deductions for applicable Withdrawal Charges and Taxes. When You make a withdrawal, You must specify whether You choose to make a gross withdrawal or a net withdrawal. Under a gross withdrawal, the deductions are made to the amount of Your withdrawal request ("Withdrawal Request Amount"). Under a net withdrawal, You receive the full Withdrawal Request Amount; however, the deductions are made based upon an adjusted Withdrawal Request Amount ("Adjusted Withdrawal Request Amount") that, after deductions, results in the full Withdrawal Request Amount. If You do not specify which of these options You choose, Your withdrawal will be deemed to be a gross withdrawal.

A withdrawal must reduce Your Interim Value or Access Account Value by at least [\$250]. If any withdrawal reduces Your Interim Value or Access Account Value to less than [\$3,000], We may treat the request as a withdrawal of the entire Interim Value or Access Account Value, which constitutes Termination of the Contract.

Withdrawal Charge A Withdrawal Charge will be assessed on withdrawals, unless otherwise specified in the provisions of this Contract. Your Withdrawal Charge schedule is shown on the Annuity Data Page.

The Withdrawal Charge is determined by multiplying the Withdrawal Charge percentage corresponding to the Contract Year as shown on the Annuity Data Page by the amount of the Interim Value withdrawn. The amount the Interim Value was reduced due to the Preferred Withdrawal Amount is not subject to Withdrawal Charge.

Withdrawal Charge during the Investment Option Period will be made in the proportion that each Investment Option bears to the total Interim Value.

Any Withdrawal Charge will be waived on withdrawals taken to satisfy Code minimum distribution rules. The waiver of Withdrawal Charge under this provision is permitted only for withdrawals that satisfy Code under distributions rules.

Subject to any such waiver of Withdrawal Charges, any withdrawals taken to satisfy minimum distribution rules under the Code will reduce the Preferred Withdrawal Amount by the Withdrawal Request Amount, as defined under the "Withdrawals" provision.

We may waive Withdrawal Charges if this Contract is surrendered, and the entire proceeds of the surrender are directly used to purchase a new Contract also issued by Us or any affiliated company. Such waivers will be granted on a non-discriminatory basis.

Taxes Any premium tax and any other applicable Taxes relating to this Contract incurred on the Issue Date may be deducted from the Purchase Payment. Any Taxes relating to this Contract incurred at a date later than the Issue Date may be deducted from the Maturity Value, Interim Value, Access Account Value and/or Death Benefit.

Termination This Contract terminates upon payment of the Death Benefit, the last Income Payment or withdrawal of the entire Interim Value or Access Account Value. If any withdrawal reduces the Interim Value or Access Account Value to less than [\$3,000], We may treat the request as a withdrawal of the entire Interim Value or Access Account Value.

PAYMENTS UPON DEATH

Death of Owner If You die before the Payout Start Date, the new Owner will be the surviving Owner. If there is no surviving Owner, the Beneficiary(ies) will become Vested Beneficiary(ies) and will obtain certain rights as described below.

If there is more than one Vested Beneficiary taking a share of the Death Benefit, described in the "Death Benefit" provision, each Vested Beneficiary will be treated as a separate and independent Vested Beneficiary of his or her respective share of the Death Benefit. Each Vested Beneficiary will exercise all rights related to his or her share of the Death Benefit, including the sole right to elect one of the Option(s) below for his or her respective share. Each Vested Beneficiary 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 Vested Beneficiary.

The Options available to the Vested Beneficiary will be determined by the applicable following Category in which the Vested Beneficiary is defined. An Option will be deemed to have been chosen on the day We receive written notification in a form satisfactory to Us. Once an option is selected, it will be irrevocable.

Category 1. If Your spouse is the sole Vested Beneficiary of the entire Contract, Your spouse will become the new Owner and the Contract will continue in the Accumulation Phase, unless Your spouse chooses from Options A, B or C described below. Spouse for this purpose is as defined by Federal Law.

If You were also the Annuitant, then Your spouse will be the new Annuitant.

Category 2. If the Vested Beneficiary is a Natural Person who is not Your spouse, or if there are multiple living Vested Beneficiaries, the Vested Beneficiary(ies) must (each) choose from Options A, B or C as described below. If a Vested Beneficiary does not choose one of these Options, Option A will apply for such Vested Beneficiary.

Category 3. If the Vested Beneficiary is a corporation, trust, or other Non-Natural Person, the Vested Beneficiary must choose between Options A or C, described below. If the Vested Beneficiary does not choose either of these Options, Option A will apply.

The following Death of Owner Options are available, as applicable:

Option A. The Vested Beneficiary may receive the Death Benefit payable within 5 years of the date of Your death. Withdrawal Charges will be waived for any withdrawals made during this 5-year period.

If the Vested Beneficiary dies before the end of the 5-year period and before the complete liquidation of the Death Benefit, then the Vested Beneficiary's Beneficiary(ies) will receive the remaining Death Benefit. This amount must be fully withdrawn within 5 years of the date of Your death.

Option B. The Vested Beneficiary may elect, within 11 months of the date of Your death, to receive the Death Benefit paid out under one of the Income Plans that are available at that time, subject to the following conditions. Income payments must begin within one year of Your date of death.

Option C. The Vested Beneficiary may elect to receive the Death Benefit in a lump sum.

All ownership rights subject to the conditions stated in this provision are available to the Vested Beneficiary from the date of Your death until the date on which the Death Benefit is paid. Any restrictions placed by You on the Beneficiary will continue to apply to the Beneficiary if the Beneficiary becomes the Vested Beneficiary.

We reserve the right to offer additional Death of Owner Options.

If the Owner Dies after the Payout Start Date, refer to the Payout Phase provision of this Contract.

Death of Annuitant If the Annuitant who is also the Owner dies before the Payout Start Date, the "Death of Owner" provision above applies.

If the Annuitant who is not also the Owner dies before the Payout Start Date, the Options available to the Owner will be determined by the applicable following Category in which the Owner is defined.

Category 1. If the Owner is a Natural Person, the Contract will continue in the Accumulation Phase with a new Annuitant.

The new Annuitant will be:

- A person You name by written request, subject to the conditions described in the “Annuitant” provision of this Contract; otherwise,
- The youngest Owner; otherwise,
- The youngest Beneficiary.

Category 2. If the Owner is a Non-Natural Person, the Owner must choose between Options A or B, described below. If the Owner does not choose either of these Options, Option A will apply.

The following options are available, as applicable:

Option A. The Owner may receive the Death Benefit payable within 5 years of the date of Your death. Withdrawal Charges will be waived for any withdrawals made during this 5-year period.

If the Owner dies before the end of the 5-year period and before the complete distribution of the Death Benefit, then the Owner’s Beneficiary(ies) will receive the remaining Death Benefit. This amount must be fully withdrawn within 5 years of the date of Your death.

Option B. The Owner may elect to receive the Death Benefit in a lump sum.

All ownership rights, subject to the conditions stated in this provision, are available to the Owner from the date of the Annuitant’s death until the date on which the Death Benefit is paid.

We reserve the right to offer additional Death of Annuitant Options.

If the Annuitant dies after the Payout Start Date, refer to the “Payout Phase” provision of this Contract.

Death Benefit is equal to:

- If the date we accept due proof of death is during the Investment Option Period, the greatest of:
 - Maturity Value, less Taxes;
 - Interim Value, less Withdrawal Charges, less Taxes;
 - The Purchase Payment, adjusted in the same proportion as the Interim Value is reduced upon a partial withdrawal, less Taxes.
- If the date we accept due proof of death is during the Access Account Period, the greatest of:
 - Access Account Value, less Taxes;
 - The Purchase Payment, adjusted in the same proportion as the Interim Value and Access Account Value is reduced upon a partial withdrawal, less Taxes.

The value of the Death Benefit is calculated on the date We accept the first complete request for settlement from any Owner. A complete request must include due proof of death. The Death Benefit will include interest, accrued from the date We accept the first complete request for settlement from any Owner to the date We process payment. The interest rate will not be lower than that required by the state of issue.

At the time We accept due proof of death, and Death of Owner Option A or B, or Death of Annuitant Option A is elected, the Maturity Value of all Investment Options will be transferred to the Access Account. To the extent that Maturity Value is less than the Death Benefit, We will add to the Access Account the amount necessary such that the Maturity Value of the Access Account equals the Death Benefit.

PAYOUT PHASE

Payout Phase The period of this Contract that begins on the Payout Start Date (unless the Contract is terminated before then) and continues until the last Income Plan payment is made.

Payout Start Date The Payout Start Date is the date the Interim Value (if during the Investment Option Period), the Maturity Value (at expiration of the Investment Option Period), or Access Account Value (during the Access Account Period), less any applicable Taxes is applied to an Income Plan.

The Payout Start Date must be at least [13] months after the Issue Date, and occur on or before the Contract Maturity Date.

Income Plan The Interim Value (if during the Investment Option Period), the Maturity Value (at expiration of the Investment Option Period), or Access Account Value (during the Access Account Period), less any applicable Taxes, will be applied to the Income Plan below. The monies applied to the Income Plan under this Contract will not be less than the minimum benefits required by any statute of the state in which the Contract is delivered.

Income Plan - Life Income with Guaranteed Payment Period

We will make payments until the death of the Annuitant or until the end of the Guaranteed Payment Period, whichever is later. The Guaranteed Payment Period may range from [0] to [240] months. If the Annuitant is age 90 or older on the Payout Start Date, the Guaranteed Payment Period may range from [60] to [240] months.

We reserve the right to offer additional Income Plans.

Payout Terms and Conditions The income payments are subject to the following terms and conditions:

- If the Interim Value or Access Account Value is less than [\$3,000] when it is applied to the Income Plan You choose, or if the Interim Value or Access Account Value is not enough to provide an initial payment of at least \$20 when it is applied to the Income Plan You choose, We reserve the right to:
 - Change the payment frequency to make the payment at least \$20; or
 - Terminate the Contract and pay You the withdrawal value available in a lump sum.
- If We do not receive a notification of Your selection of an Income Plan, in a form satisfactory to Us, at least 30 days before the Contract Maturity Date, the Income Plan will be deemed to be a Life Income with a Guaranteed Payment Period of [120] months.
- If You choose an Income Plan which depends on any person's life, We may require:
 - Proof of age and sex before income payments begin; and
 - Proof that the Annuitant is still alive before We make each payment.
- After the Payout Start Date:
 - A new Income Plan may not be selected;
 - Amounts may not be reallocated to a different Income Plan;
 - The Income Plan cannot be changed;
 - Withdrawals cannot be made; and
 - The Annuitant may not be changed.
- If any Owner dies during the Payout Phase, the new Owner will be the surviving Owner. If there is no surviving Owner, the Beneficiary(ies) will acquire certain contractual rights as described in the "Beneficiary" provision. Any remaining income payments will be paid to the Beneficiary as scheduled.

ANNUITY INCOME PAYMENT TABLES

A series of payments on a scheduled basis will begin on the Payout Start Date if the Contract is in force. Minimum income tables, for Income Plans available at annuitization, will be based upon the Annuity 2000 Mortality Tables

and an assumed interest rate of [1%]. Adjusted Annuitization Age, the age used in calculating income payments, is the actual age of the Annuitant(s) on the Payout Start Date, subtracted by [5] years, and then subtracted by [1] additional year for each [5] full years elapsed between [1/1/2000] and the Payout Start Date. We reserve the right on a non-discriminatory basis, to offer higher income payment levels that may vary based on the Contract Year in which the Payout Phase begins.

Income Plan – Guaranteed Payment Period

Monthly Income Payments for each \$1,000 Applied to this Income Plan						
Guaranteed Payments Periods in Months						
	0		120		240	
Adjusted Annuitization Age	Male	Female	Male	Female	Male	Female
50	2.98	2.75	2.97	2.74	2.89	2.70
51	3.06	2.81	3.03	2.80	2.95	2.75
52	3.13	2.87	3.11	2.86	3.01	2.81
53	3.21	2.94	3.18	2.92	3.07	2.87
54	3.29	3.01	3.26	2.99	3.14	2.93
55	3.37	3.08	3.34	3.06	3.20	2.99
56	3.47	3.16	3.43	3.14	3.27	3.06
57	3.56	3.24	3.52	3.22	3.34	3.12
58	3.66	3.33	3.61	3.30	3.41	3.19
59	3.77	3.42	3.71	3.39	3.48	3.26
60	3.89	3.52	3.82	3.49	3.55	3.34
61	4.01	3.62	3.93	3.58	3.62	3.41
62	4.14	3.73	4.05	3.69	3.69	3.49
63	4.28	3.85	4.17	3.80	3.76	3.57
64	4.43	3.98	4.30	3.91	3.83	3.64
65	4.58	4.11	4.43	4.03	3.90	3.72
66	4.75	4.25	4.57	4.16	3.97	3.80
67	4.93	4.40	4.72	4.30	4.04	3.88
68	5.12	4.57	4.87	4.44	4.10	3.95
69	5.33	4.74	5.03	4.59	4.16	4.02
70	5.54	4.93	5.20	4.75	4.21	4.09
71	5.78	5.13	5.36	4.92	4.26	4.16
72	6.02	5.35	5.54	5.09	4.31	4.22
73	6.29	5.59	5.71	5.28	4.35	4.28
74	6.57	5.84	5.89	5.47	4.39	4.33
75	6.87	6.12	6.08	5.66	4.43	4.37
76	7.19	6.42	6.26	5.86	4.46	4.41
77	7.53	6.74	6.45	6.07	4.48	4.45
78	7.90	7.09	6.63	6.28	4.51	4.48
79	8.30	7.47	6.81	6.49	4.52	4.50
80	8.72	7.88	6.99	6.70	4.54	4.52

GENERAL PROVISIONS

The Entire Contract The entire Contract consists of this Contract, any application, the Annuity Data Page and any endorsements and any riders.

All statements made in applications are representations and not warranties. No statement will be used by Us in defense of a claim or to void the Contract unless it is included in an application. If Your Contract is voided, You will receive Your Purchase Payment, less any withdrawals. Unless otherwise specified, all references in this Contract to days, months, or years shall mean calendar days, months or years.

Only Allstate Life officers are authorized to change the Contract or waive a right or requirement of the Contract; no other individual is authorized to do this.

We may not modify this Contract without Your signed consent, except to make it comply with any changes in the Code or as required by any other applicable law, or as otherwise permitted by the terms of this Contract.

Incontestability This Contract will be incontestable after it has been in force during Your lifetime for a period of two years from the Issue Date.

If Your Contract is voided, You will receive any Purchase Payment less any withdrawals.

Misstatement of Age or Sex If any age or sex has been misstated, We will pay the amounts which would have been paid at the correct age and sex.

If We find the misstatement of age or sex after the income payments begin, We will:

- Pay all amounts underpaid including interest calculated at an effective annual rate according to applicable state law; or
- Stop payments until the total income payments made are equal to the total amounts that would have been made if the correct age and sex had been used.

Annual Statement At least once a year, before the Payout Start Date, We will send a statement to You at the last known address We have for You in Our records. The information presented will comply with any applicable law.

Settlements We must receive due proof of death of the Owner or due proof of death of the Annuitant before the settlement of a death claim.

Any full withdrawal or payment of the Death Benefit under this Contract will not be less than the minimum benefits required by any statute of the state in which the Contract is delivered.

Deferment of Payments We reserve the right to postpone withdrawal or surrender payments for up to six months. Where required, We will make written request to, and obtain prior written approval from, the state insurance commissioner. If We elect to postpone payments for 30 days or more, We will pay interest as required by applicable law. Any such interest will be payable from the date the payment request is received by Us to the date the payment is made.

ANNUITY DATA PAGE

GENERAL INFORMATION

Contract Number:.....444444444

Issue Date:..... May 1, 2010

Contract Maturity Date:..... May 1, 2061

Investment Option Period: [10 Years]

Fair Value Index:..... [00.0000%]

Tax Qualification:[IRA]

Owner: [John Doe]

Joint Owner:..... Jane Doe

Annuitant:..... [John Doe]
 Age at Issue:..... 35
 Sex:..... Male

Primary Beneficiary:..... [Jane Doe]
 Relationship to Owner: Wife
 Percentage: 100%

Contingent Beneficiary:..... [Susan Doe]
 Relationship to Owner: Daughter
 Percentage: 100%

PAYMENT INFORMATION

Purchase Payment:.....[\$10,000.00]

[Credit Enhancement: [2.0%] of Purchase Payment]

INVESTMENT OPTION INFORMATION

<u>Investment Options</u>	<u>Initial Purchase Payment Allocation</u>	<u>Minimum Investment Performance Rate</u>	<u>Initial Maximum Investment Performance Rate</u>	<u>[Bailout Rate]</u>	<u>Index</u>	<u>[Initial] Annual Charge</u>
[Investment Option 1]	[50%]	[0.00%]	[8.00%]	[0.00%]	[Index 1]	[0.0%]
[Investment Option 2]	[50%]	[0.00%]	[7.00%]	[0.00%]	[Index 1]	[0.0%]
[Investment Option 3]	[0%]	[0.00%]	[0.00%]	[0.00%]	[Index 1]	[0.0%]
Investment Option Minimum Allocation Requirement.....						[\$2,000]

ACCESS ACCOUNT INFORMATION

	<u>Minimum Investment Performance Rate</u>	<u>Index</u>
Access Account	[0%]	[Index 1]

The Access Account is not available for selection on the Issue Date

WITHDRAWAL INFORMATION

Preferred Withdrawal Amount:..... [10%]

Withdrawal Charge:

Contract Year:	[1	2	3	4	5	6	7	8	9	10	11 & Later]
Percentage:	[12%	11%	10%	9%	8%	7%	6%	5%	4%	3%	0%]

Please see your Contract for more details.

If you have any questions about your Allstate Life Insurance Company annuity, please contact Allstate Life Insurance Company at [(800) 755-5275].

Application for the Marketing Name Annuity

Single Premium Deferred Annuity
Issued by Allstate Life Insurance Company



Allstate
You're in good hands.

Auto
Home
Life
Retirement

Allstate Life Insurance Company
P.O. Box 660191 Dallas, TX 75266-0191
Phone 1-800-632-3492 FAX 1-877-525-2689

Make check payable to: Allstate Life Insurance Company

For Applicants in Arizona: Upon your written request we will provide you, within a reasonable period of time, reasonable factual information concerning the benefits and provisions of the annuity contract. If for any reason you are not satisfied with this contract, you may return it within 30 days after it is delivered and receive monies paid, less any withdrawals and contract fees or other charges, adjusted for an investment gain or loss in your Investment Account(s).

1. OWNER - If the owner is a trust or other non-natural entity, it is the surviving owner that will receive any death benefit due regardless of any beneficiaries designated on the contract.

		<input type="checkbox"/> M <input type="checkbox"/> F		
Owner's Name	Gender	SSN/TIN	Date of Birth (MM/DD/YYYY)	
Street Address	City/State/Zip	Telephone	E-Mail Address	
		<input type="checkbox"/> M <input type="checkbox"/> F		
Joint Owner's Name	Gender	SSN/TIN	Date of Birth (MM/DD/YYYY)	
Street Address	City/State/Zip	Telephone	E-Mail Address	Relationship to Owner

2. OWNER TYPE - Non-natural owners (except certain Grantor Trusts) generally do not receive tax deferral.

<input type="checkbox"/> Individual/Joint	<input type="checkbox"/> Partnership	<input type="checkbox"/> Minor (UTMA/UGMA)	<input type="checkbox"/> Charitable Remainder Trust ¹	<input type="checkbox"/> Corporation/Association
<input type="checkbox"/> Grantor Trust ^{1,2}	<input type="checkbox"/> Non Grantor Trust ^{1,3}	<input type="checkbox"/> Tax Exempt/Non Profit Organization		
¹ Trustee Name(s) _____			¹ Date of Trust _____ (MM/DD/YYYY)	
² Grantor Name _____			² Grantor Date of Birth _____ (MM/DD/YYYY)	
³ For Non Grantor Trusts, Trustee certifies that all trust Beneficiaries are natural persons. _____ (Trustee Initial Here)				

3. ANNUITANT - Must be a natural person. Leave blank only if Annuitant is same as sole Owner.

		<input type="checkbox"/> M <input type="checkbox"/> F		
Annuitant's Name	Gender	SSN	Date of Birth (MM/DD/YYYY)	
Street Address	City/State/Zip	Relationship to Owner		

4. BENEFICIARY - Include additional information in the Special Instructions section, including information for minor Beneficiaries.

1.	Primary Beneficiary Name	SSN/TIN	Date of Birth (MM/DD/YYYY)	Relationship to Owner	Percentage %
	Street Address (No PO Boxes or C/O)	City	State	Zip	
2.	Name <input type="checkbox"/> Co-Primary <input type="checkbox"/> Contingent	SSN/TIN	Date of Birth (MM/DD/YYYY)	Relationship to Owner	Percentage %
	Street Address (No PO Boxes or C/O)	City	State	Zip	

5. CITIZENSHIP - If more space is necessary, use Special Instructions section.

Are the following parties U.S. Citizens? (If "NO" complete below)

• Owner	<input type="checkbox"/> Yes <input type="checkbox"/> No	• Joint Owner	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Annuitant	<input type="checkbox"/> Yes <input type="checkbox"/> No	• Beneficiary(ies)	<input type="checkbox"/> Yes <input type="checkbox"/> No

1.	Full Name	Party (e.g. "Owner")	Country of Citizenship
	Permanent Resident Card Number (Attach Copy)	Visa Number and Type (Attach copy)	
2.	Full Name	Party (e.g. "Owner")	Country of Citizenship
	Permanent Resident Card Number (Attach Copy)	Visa Number and Type (Attach copy)	

6. PURCHASE PAYMENT

Payment Information: Cash with application: \$ _____
Approximate 1035 or transfer/rollover amount: \$ _____
Total Purchase Payment: \$ _____

Source of Payment: Regular Transfer^{1,2} Rollover^{1,2} 1035 Exchange^{1,2}
¹Origin of Payment: Fixed Annuity Variable Annuity Fixed Life Variable Life Non-Insurance Asset
²Additional form required to request funds

Method of Payment: Personal Check Cashier's Check Money Order Wire Other _____

7. PURCHASE PAYMENT ALLOCATION - You must allocate your Purchase Payment to at least one Investment Option. The minimum allocation amount to any one Investment Option is \$2,000 or an equivalent percentage. If your initial allocation to any Investment Option(s) is less than the Investment Options minimum allocation requirement, we will re-allocate your Purchase Payment to other Investment Options on a pro-rata basis to meet the minimum allocation requirement. If Purchase Payment includes approximate 1035 or transfer/rollover amounts, allocations must be in percentages. Purchase Payment Allocations must be in whole percentages and equal 100%.

Investment Option 1 \$ _____ or _____ % Investment Option 2 \$ _____ or _____ % Investment Option 3 \$ _____ or _____ %

8. TAX QUALIFICATION STATUS OF ANNUITY APPLIED FOR

Non-Qualified
 Qualified (Please select one): Traditional IRA SEP IRA¹ SIMPLE IRA Roth IRA²

Payment Tax Year (if applicable) _____ Contribution Amount \$ _____
¹For SEP Only: Traditional IRA Contribution SEP IRA Contribution
²Transfer/rollovers from a Designated Roth Account will be accepted only into a Roth IRA.

9. TAX QUALIFICATION STATUS OF PREMIUM SOURCE

Non-Qualified
 Qualified* (Please select one): Traditional IRA SEP IRA SIMPLE IRA Keogh/401 Plan
 TSA/403(b) Roth IRA 457 Plan Designated Roth Account**
 Employer Qualified Retirement Plan (401(a), 401(k), Keoghs)

* If indirect rollover, the owner has 60 days from the date they receive the funds to reinvest the funds. Any Re-characterization, Conversion, Rollover or Qualified Rollover Contribution would involve additional documentation in order to process.
** A Designated Roth Account may only transfer/rollover to a Roth IRA.

10. REPLACEMENT

1. Do you have any existing annuity or life insurance contracts? Yes No
2. Has or will this annuity replace or change any existing annuity or life insurance (including borrowing)? Yes No
(If Yes, complete the following.)
Company _____ Contract/Policy No. _____ Insured/Annuitant _____
Company _____ Contract/Policy No. _____ Insured/Annuitant _____

11. SPECIAL INSTRUCTIONS

12. IMPORTANT INFORMATION AND SIGNATURES

For Applicants in Arkansas, Louisiana, Maine, New Mexico, and Ohio: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

For Applicants in Colorado: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance Company for the purpose of defrauding or attempting to defraud the Company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

For Applicants in District of Columbia and Rhode Island: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

For Applicants in Florida: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE.

For Applicants in Kentucky and Pennsylvania: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

For Applicants in Maryland: Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

For Applicants in New Jersey: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

For Applicants in Puerto Rico: Any person who, knowingly and with intent to defraud, presents false information in an insurance request form, or who presents, helps or has presented a fraudulent claim for the payment of a loss of other benefit, or presents more than one claim for the same damage loss, will incur a felony, and upon conviction will be penalized for each violation with a fine no less than five thousand (5,000) dollars nor more than ten thousand (10,000) dollars, or imprisonment for a fixed term of three (3) years, or both penalties. If aggravated circumstances prevail, the fixed established imprisonment may be increased to a maximum of five (5) years; if attenuating circumstances prevail, it may be reduced to a minimum of two (2) years.

For Applicants in Tennessee, Virginia and Washington: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

I represent that the information I have provided in this application is complete and true to the best of my knowledge and belief. I have read and acknowledge the Important Information above. I acknowledge for Tax Qualified Annuity contracts that all additional forms and disclosures will be sent directly to me. I have received a current prospectus for the contract.

I understand that based upon the Purchase Payment Allocations(s) that I have selected, my Purchase Payment may be exposed to investment loss, subject to the limitations set forth in the Investment Options.

SUBSTITUTE FORM W-9

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. person (including U.S. resident alien).

The Internal Revenue Service does not require your consent to any provisions of this document other than the certification required to avoid backup withholding.

SIGN HERE

Owner Signature

Date (MM/DD/YYYY)

Joint Owner Signature

Date (MM/DD/YYYY)

Annuitant Signature

Date (MM/DD/YYYY)

Signed at (City/State)

13. AGENT USE ONLY:

- A. To the best of your knowledge, does the customer have any existing annuity or life insurance contracts? Yes No
- B. To the best of your knowledge, has or will this annuity replace or change any annuity or life insurance (including borrowing)? Yes No
- Select option, if applicable: Option A Option B (If no option is selected, the default will be Option A.)

Writing Agent Printed Name	Split %	Agent Number	Florida License Number	
Agent Type <input type="checkbox"/> Multi-Line Agent <input type="checkbox"/> Financial Specialist <input type="checkbox"/> Sales Producer		Phone No. ()	Fax No. ()	E-Mail Address
Partner Agent Printed Name	Split %	Agent Number	Florida License Number	
Agent Type <input type="checkbox"/> Multi-Line Agent <input type="checkbox"/> Financial Specialist <input type="checkbox"/> Sales Producer		Phone No. ()	Fax No. ()	E-Mail Address

By my signature below, I certify that I have truly and accurately recorded on the application the information provided to me by the applicant.

SIGN HERE

Writing Agent Signature _____

Partner Agent Signature _____

ALLSTATE LIFE INSURANCE COMPANY

{1-800-755-5275}

Bailout Rate Endorsement

This endorsement is attached to and made part of Your Contract as of the Issue Date.

Bailout Rate During the Contract Years in which a Withdrawal Charge will apply, if the Maximum Investment Performance Rate for an Investment Option is less than the Bailout Rate specified on the Annuity Data Page, You may withdraw all or a portion of the Investment Option Maturity Value allocated to that Investment Option during the [30] day period following the Contract Anniversary without incurring a Withdrawal Charge. Upon withdrawal, the Investment Option Interim Value will be reduced by the same proportion as the Investment Option Maturity Value. We must receive Your request in writing during the [30] day period following the Contract Anniversary, in a form satisfactory to Us.

At any time while the Maximum Investment Performance Rate is less than the Bailout Rate specified on the Annuity Data Page for a given Investment Option, We may at Our own discretion restrict the Transfer of Investment Option Maturity Value into such Investment Options.

The Bailout Rate for each Investment Option is set on the Issue Date and will not change.

Except as amended by this endorsement, the Contract remains unchanged.



Susan L. Lees
Secretary



Matthew E. Winter
President and Chief Executive Officer

ALLSTATE LIFE INSURANCE COMPANY

{1-800-755-5275}

Bailout Rate Endorsement

This endorsement is attached to and made part of Your Contract as of the Issue Date.

Bailout Rate During the Investment Option Period, for each Investment Option, if the Maximum Investment Performance Rate is less than the Bailout Rate specified on the Annuity Data Page, You may withdraw all or a portion of the Investment Option Interim Value allocated to that Investment Option during the [30] day period following the Contract Anniversary without incurring a Withdrawal Charge. Upon withdrawal, the Investment Option Maturity Value will be reduced in the same proportion as the Investment Option Interim Value. We must receive Your request in a form satisfactory to Us.

At any time while the Maximum Investment Performance Rate is less than the Bailout Rate specified on the Annuity Data Page, We may at Our own discretion restrict the Transfer of Investment Option Maturity Value into such Investment Options.

The Bailout Rate for each Investment Option is set on the Issue Date and will not change.

Except as amended by this endorsement, the Contract remains unchanged.



Susan L. Lees
Secretary



Matthew E. Winter
President and Chief Executive Officer

ALLSTATE LIFE INSURANCE COMPANY

{1-800-755-5275}

Credit Enhancement Endorsement

This endorsement is attached to and made part of Your Contract as of the Issue Date.

Credit Enhancement A Credit Enhancement will be added to the Contract as of the Issue Date of the Contract. The Credit Enhancement percentage is shown on the Annuity Data Page. We will allocate the Credit Enhancement to Your Investment Option(s) in the proportions You elected for Your Purchase Payment. Credit Enhancements are not treated as an investment in the Contract for income tax purposes. Credit Enhancements will be considered to be included in the Purchase Payment for all provisions contained in this Contract, except for the Death Benefit.

Except as amended by this endorsement, the Contract remains unchanged.



Susan L. Lees
Secretary



Matthew E. Winter
President and Chief Executive Officer

ALLSTATE LIFE INSURANCE COMPANY

{1-800-755-5275}

Waiver of Charges Endorsement

This endorsement is attached to and made part of Your Contract as of the Issue Date.

The benefits provided by this endorsement do not impact any tax liabilities or IRS penalties incurred as a result of a withdrawal. You are responsible for all such liabilities and penalties.

The following is added to Your Contract:

We will increase the Preferred Withdrawal Amount of the Contract to equal the Maturity Value if:

- 1) On a date after the first Contract Anniversary, a Licensed Health Care Practitioner first certifies that any Owner or if the Owner is a Non-Natural Person, the Annuitant, cannot perform at least two of the six Activities of Daily Living, for at least 90 consecutive days; and
- 2) At least 90 days have passed since such certification by the Licensed Health Care Practitioner.

Acceptable certification includes, but is not limited to, a letter signed by the Licensed Health Care Practitioner.

Definitions

Activities of Daily Living - Activities of Daily Living are:

1. Bathing: Washing oneself by sponge bath; or in either a tub or shower, including the task of getting into or out of the tub or shower.
2. Continence: The ability to maintain control of bowel and bladder function; or when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene (including caring for catheter or colostomy bag).
3. Dressing: Putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs.
4. Eating: Feeding oneself by getting food into the body from a receptacle (such as a plate, cup or table) or by a feeding tube or intravenously.
5. Toileting: Getting to and from the toilet, getting on and off of the toilet, and performing associated personal hygiene.
6. Transferring: Moving into or out of a bed, chair or wheelchair.

Immediate Family - Your spouse, children, parents, grandparents, grandchildren, siblings or corresponding in-laws.

Licensed Health Care Practitioner - Any:

1. Physician; or
2. Registered Nurse; or
3. Licensed Social Worker.

The Licensed Health Care Practitioner must not be You or a member of Your Immediate Family.

Licensed Social Worker - A duly licensed social worker acting within the scope of his or her license at the time the treatment or service is performed.

Physician - A licensed medical doctor (M.D.) or a licensed doctor of osteopathy (D.O.) practicing within the scope of his or her license.

Registered Nurse (R.N.) - A duly licensed nurse acting within the scope of his or her license at the time the treatment or service is performed.

Except as amended in this endorsement, the Contract remains unchanged.



Susan L. Lees
Secretary



Matthew E. Winter
President and Chief Executive Officer

ALLSTATE LIFE INSURANCE COMPANY

{1-800-755-5275}

Waiver of Charges Endorsement

This endorsement is attached to and made part of Your Contract as of the Issue Date.

The benefits provided by this endorsement do not impact any tax liabilities or IRS penalties incurred as a result of a withdrawal. You are responsible for all such liabilities and penalties.

The following provisions are added to Your Contract:

Waiver for Confinement in Long Term Care Facility or Hospital We will increase the Preferred Withdrawal Amount of the Contract to equal the Maturity Value if at least 30 days after the Issue Date any Owner, or, if the Owner is a Non-Natural Person, the Annuitant is first confined to a Long Term Care Facility or Hospital under the following conditions:

- confinement is for at least 90 consecutive days;
- confinement is prescribed by a Physician, such prescription must be at least 30 days after the Issue Date of the Contract;
- confinement is Medically Necessary; and
- the request for a withdrawal and Due Proof of confinement are received by Us no later than 90 days after discharge.

"Physician" is a licensed medical doctor (M.D.) or a licensed doctor of osteopathy (D.O.) practicing within the scope of his or her license. For purposes of this endorsement, "Physician" does not include any Owner or Annuitant or the spouse, children, parents, grandparents, grandchildren, siblings, or in-laws of any Owner or Annuitant.

"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.

"Medically Necessary" means appropriate and consistent with the diagnosis in accord with accepted standards of practice, and which could not have been omitted without adversely affecting the individual's condition.

"Long Term Care Facility" is a facility which:

1. is located in the United States or its territories;
2. is licensed by the jurisdiction in which it is located;
3. provides custodial care under the supervision of a Registered Nurse (R.N.); and
4. can accommodate three or more persons.

"Hospital" is a facility which:

1. is licensed as a hospital by the jurisdiction in which it is located;
2. is supervised by a staff of licensed physicians;
3. provides nursing services 24 hours a day by, or under the supervision of, a Registered Nurse (R.N.);
4. operates primarily for the care and treatment of sick or injured persons as inpatients for a charge; and
5. has access to medical, diagnostic and major surgical facilities.

Waiver for Terminal Illness We will increase the Preferred Withdrawal Amount of the Contract to equal the Maturity Value if at least 30 days after the Issue Date any Owner, or, if the Owner is a Non-Natural Person, the Annuitant is first diagnosed by a Physician as having a Terminal Illness. The request for the withdrawal must be received by Us at least 30 days after the Issue Date. Due Proof of the diagnosis must be given to Us prior to, or at the time of, the withdrawal request. We may require a second opinion at our expense by a Physician chosen by Us. In the

event that the first and second Physicians disagree, We will require a third opinion at our expense by a Physician chosen by Us. We will honor a consensus of any two of the three Physicians.

"Physician" is a licensed medical doctor (M.D.) or a licensed doctor of osteopathy (D.O.) practicing within the scope of his or her license. For purposes of this endorsement, "Physician" does not include any Owner or Annuitant or the spouse, children, parents, grandparents, grandchildren, siblings, or in-laws of any Owner or Annuitant.

"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.

"Terminal Illness" is a condition which is expected to result in death within one year from the date of onset for 80% of the diagnosed cases.

Waiver for Unemployment We will increase the Preferred Withdrawal Amount of the Contract to equal the Maturity Value for exactly one withdrawal prior to the Payout Start Date if:

1. You become unemployed at least 1 year after the Issue Date of the Contract; and
2. You receive Unemployment Compensation for at least 30 consecutive days as a result of that Unemployment; and
3. this benefit is exercised within 180 days of Your initial receipt of Unemployment Compensation.

If the Owner is a Non-Natural Person, then the above three conditions apply to the Annuitant.

This benefit may be exercised only once while the Contract is in force.

Before We increase the Preferred Withdrawal Amount, You must give Us Due Proof that the Owner or Annuitant has been unemployed and have been granted Unemployment Compensation for at least 30 consecutive days. You must give Us Due Proof prior to, or at the time of, the withdrawal request.

"Unemployment Compensation" means Unemployment Compensation received from a unit of government in the U.S. (state or federal).

"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 the Owner or Annuitant meets the above described criteria.

Except as amended in this endorsement, the Contract remains unchanged.



Susan L. Lees
Secretary



Matthew E. Winter
President and Chief Executive Officer

SERFF Tracking Number: ALSB-126639810 State: Arkansas
 Filing Company: Allstate Life Insurance Company State Tracking Number: 45787
 Company Tracking Number: LU10974 SERIES
 TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.003 Single Premium
 Product Name: LU10974 SERIES
 Project Name/Number: LU10974 SERIES/LU10974 SERIES

Supporting Document Schedules

	Item Status:	Status Date:
Bypassed - Item: Flesch Certification		
Bypass Reason: Not applicable to this registered product filing.		
Comments:		

	Item Status:	Status Date:
Bypassed - Item: Application		
Bypass Reason: Application FIC395 is affixed to the Form Schedule tab.		
Comments:		

	Item Status:	Status Date:
Satisfied - Item: Statements of Variability		
Comments:		
Attachments:		
SOV Registered 2010 Product Filing LU10974 FINAL 5-25-10.pdf		
FIC395 Application Statement of Variability (0510) CW.pdf		

	Item Status:	Status Date:
Satisfied - Item: Previously-approved Forms List		
Comments:		
Attachment:		
AR Previously-approved Forms List.pdf		

	Item Status:	Status Date:
Satisfied - Item: Reserves		
Comments:		
Attachment:		

Statement of Variability

Form(s) LU10974, DPA10974, LU10978A, LU10978B, LU10975, LU10976, LU10979

Items in the above-referenced form(s) are bracketed to indicate variable information. Some items vary to reflect policy-specific information. For other items, this Statement of Variability defines a permissible range that may be used for newly-issued policies without the necessity of a re-filing, thereby allowing the company to promptly respond to changes, such as in the market, company experience, or the regulatory environment. Any decision to apply a new factor within the permitted range, will affect newly-issued policies only, and not in-force business. Further, any such changes will be based on sound actuarial practice and administered in a uniform, non-discriminatory manner

LU10974 Series, Annuity Contract

Page	Bracketed Items	Range of Variability
1	Company address and Officers	Company location, Zip Codes and Company Officers may vary over time
3	Annual Charge	The Annual Charge may increase or decrease. It will never exceed 9.9%.
6	Annuitant	Range of earliest birthday for Annuitant(s): 60-100
9	Investment Option Interim Value	Original/remaining is bracketed because it will be one or the other.
9	At the expiration of Investment Option Period	Notification period 5 – 90 days.
11	Transfers	a. A maximum of 0-10 transfer dates allowed during the Investment Option Period. b. Transfer notification range: 0-90 days before transfer effective date.
12	Withdrawals	Minimum range: \$50 - \$5,000
12	Minimum Interim Value, below which the Contract may be treated as a full surrender	Minimum range \$2,000 – \$5,000
12	Termination	Minimum range \$2,000 - \$5,000
15	Payout Start Date	a. Range: 1-120 months
15	Income Plan	a. Range: 0-360 months
15	Payout Terms and Conditions	a. Minimum Account Value is \$2,000 - \$5,000 b. Guaranteed Payment Period Range: 0-360 months.
16	Annuity Income Payment Tables	a. Interest Rate Range: 0.50% - 3.00% b. Adjusted Annuitization Age Calculation Range: 0-10 years c. Annuity Mortality Tables are bracketed to allow for the flexibility to update based on updated Mortality Tables. d. Reference date for additional age set-back: 1/1/2000 – 1/1/2100

DPA10974 Series, Annuity Data Page

Page	Bracketed Items	Range of Variability																								
1	Customer Information	John Doe information that will vary by customer demographics and customer selection.																								
1	Investment Option Period	The Investment Period may range from 5-15 years.																								
1	Fair Value Index	The Fair Value Index may be based on any of the following: <ul style="list-style-type: none"> • U.S. Treasuries • U.S. Treasuries plus Credit Index • A single index that includes interest rates and credit 																								
1	Tax Qualification	John Doe information that will vary by customer selection.																								
1	Purchase Payment	Minimum Purchase Payment Amount Range: \$500-\$50,000																								
1	Credit Enhancement	The Credit Enhancement is offered at our discretion and will only be shown on the Annuity Data Page if available on the Issue Date of the Contract. If offered, the Credit Enhancement Range will be 0.25% - 10.00% of the Purchase Payment																								
1	Investment Option Information	<p>To allow for flexibility to add, modify, substitute or eliminate any current or future Investment Options we make available. Each Investment Option has the following minimum and maximum ranges:</p> <ul style="list-style-type: none"> a. Purchase Payment Allocation: John Doe information that will vary by customer selection. b. Minimum Performance Rate: -100.00% to 5.00% c. Maximum Performance Rate: 0.00% to infinity d. Bailout Rate: 0.00% - 50.00%, if applicable. If not offered, the Bailout Rate will not be shown on the Annuity Data Page. e. Investment Option Index: for example – Standard and Poor’s Index or other suitable Investment Option Index that we may use. f. Annual Charge: 0.0% - 9.9% for each Investment Option <p>The Investment Option(s) selected and Investment Option Index(es) used will be shown on the Annuity Data Page.</p>																								
1	Investment Option Minimum Allocation	Minimum range: \$0 - \$50,000																								
1	Access Account	<ul style="list-style-type: none"> a. The minimum investment performance rate range: -5.00% to 0.00% b. The Index used will be shown on the Annuity Data Page. 																								
2	Preferred Withdrawal Amount	Minimum 0% - Maximum 20%																								
2	Withdrawal Charge:	<p>The Withdrawal Charge Schedule may vary, but it will never be greater than what is shown on the withdrawal schedule.</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>Contract Year</th> <th>1</th> <th>2</th> <th>3</th> <th>4</th> <th>5</th> <th>6</th> <th>7</th> <th>8</th> <th>9</th> <th>10</th> <th>11&Later</th> </tr> </thead> <tbody> <tr> <td>Percentage</td> <td>12%</td> <td>11%</td> <td>10%</td> <td>9%</td> <td>8%</td> <td>7%</td> <td>6%</td> <td>5%</td> <td>4%</td> <td>3%</td> <td>0%</td> </tr> </tbody> </table>	Contract Year	1	2	3	4	5	6	7	8	9	10	11&Later	Percentage	12%	11%	10%	9%	8%	7%	6%	5%	4%	3%	0%
Contract Year	1	2	3	4	5	6	7	8	9	10	11&Later															
Percentage	12%	11%	10%	9%	8%	7%	6%	5%	4%	3%	0%															
2	Company Telephone	The Company telephone number may vary over time.																								

Bailout Rate Endorsement: Forms LU10978A and LU710978B

Page	Bracketed Items	Range of Variability
1	Company Telephone and Officers	Company telephone number and Company Officers may vary over time.
1	Bailout Rate window:	Form LU10978A: Bailout window range 10 days to the end of the Contract. Form LU10978B: Bailout window range 10 days to the end of the Contract.

Waiver of Charges Endorsement: Forms LU10975 and LU10976

Credit Enhancement Endorsement: Form LU10979

Page	Bracketed Items	Range of Variability
1	Company Telephone and Officers	Company telephone number and Company Officers may vary over time.

Statement of Variability
Allstate Life Insurance Company
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Items in the above-referenced form(s) are bracketed to indicate variable information. Some items vary to reflect contract-specific information. For other items, this Statement of Variability defines alternative options that may be used for newly-issued contracts without the necessity of a re-filing, thereby allowing the company to promptly respond to changes, such as in the market, company experience, or the regulatory environment. Any decision to apply a new factor within those options, will affect newly-issued contracts only, and not in-force business. Further, any such changes will be administered in a uniform, non-discriminatory manner.

Page	Bracketed Items	Description of Variability
1	Marketing Name	Allow for changes in the marketing name for the annuity as it may not be final at the time of filing
1	Company Logo	Allow for changes to the company logo
1	Company Address, Telephone & Fax Number	Company address, telephone and fax numbers may vary over time.
1	Arizona Free Look Disclosure	To allow changes to comply with revisions in applicable state requirements for the state of Arizona.
1	Owner	a. The Owner disclosure may be modified or deleted, and we may add new disclosures/instructions/notices, which may later be modified or omitted. Additionally, to allow for changes that will comply with applicable regulatory requirements. b. To allow for flexibility in the information collected, and make changes to comply with applicable state or federal requirements.
1	Owner Type	a. The Owner Type disclosure may be modified or deleted, and we may add new disclosures/instructions/notices, which may later be modified or omitted. Additionally, to allow for changes that will comply with applicable regulatory requirements. b. To allow for owner types to be added or deleted, as we may change the types of owners that may hold legal title to the annuity. All owner types may not be available for all products we offer. Changes made will comply with applicable regulatory requirements.
1	Annuitant	a. The Annuitant disclosure may be modified, deleted, or added to. Additionally, this will allow for changes that comply with applicable regulatory requirements. b. To allow for flexibility in the information collected and to make changes to comply with applicable regulatory requirements.
1	Beneficiary	a. The disclosure may be modified, deleted, or added to. Additionally, this will allow for changes that comply with applicable regulatory requirements. b. To allow for flexibility in the information collected, and make changes to comply with applicable regulatory requirements.
1	Citizenship	a. The disclosure may be modified or deleted to comply with applicable regulatory requirements. b. To allow for flexibility in the information collected, and to make changes that comply with applicable regulatory requirements.
2	Purchase Payment	a. Cash with Application – To allow for additional sources of payment. b. Source of Payment – To modify, delete or add to the

Page	Bracketed Items	Description of Variability
		source of payment options. c. Method of Payment – To modify, delete or add to the method of payment options.
2	Purchase Payment Allocation	a. The disclosure may be modified, deleted, or added to. b. To allow for the Investment Options to be modified, deleted or added to.
2	Tax Qualification Status of Annuity Applied For	To allow for flexibility in the information collected and Tax Qualified Plans offered, and make changes to comply with applicable regulatory requirements.
2	Tax Qualification Status of Premium Source	To allow flexibility in the purchase payment information collected, and make changes to comply with applicable state or federal requirements.
2	Replacement Information	To allow for flexibility in the information collected and to make changes to comply with state or federal requirements. Replacement Information will always be on the application as required by state or federal regulators but may be subject to change based on state or federal requirements.
3	Important Information and Signatures	a. Fraud Warnings To allow for flexibility to make changes to comply with applicable state fraud warning requirements. b. Substitute W-9 - This section may be modified to include new information as required by state or federal tax requirements.
4	Agent Use Only	To allow for flexibility in the information collected and to make changes to comply with state or federal requirements. Replacement Information will always be on the application as required by state or federal regulators but may be subject to change based on state or federal requirements. The program options may vary or be deleted based on commission structures offered on the application.

SCHEDULE OF PREVIOUSLY APPROVED FORMS

Form Number	Description	Approval Date/File No.
LU10169	Amendatory Endorsement for Simple IRA	7/30/02
LU10958	Roth Individual Retirement Annuity Amendatory Endorsement	8/29/08 - ALSB-125766732 St #40107
LU10957	IRA/SEP Amendatory Endorsement (Non-Simple)	8/29/08 - ALSB-125766732 St #40107
LU10196	Custodial IRA Endorsement	1/21/03
NLR739A	Replacement of Life Insurance or Annuities	8/18/09 – ALSB-126266196 – St #43242

Allstate Life Insurance Company
Form Number Series LU10974

Single Premium Deferred Annuity Reserve Methodology

1. Basic Features of the Contract

Form LU10974 is a Single Premium Deferred Annuity and a form of a Variable Annuity, in which the Purchase Payment can be allocated into one or more Investment Options. The performance of the Investment Options that are available will be based on the movement of an established equity index plus, prior to contract maturity, the change in a fair value index, based upon the value of specified financial instruments. The equity index return will be constrained by an annual minimum return (which could be negative) and an annual maximum return. The primary difference in the Investment Options is the range of returns (i.e., minimum and maximum returns) that are possible.

The Investment Options are available for a defined number of years after issue, which corresponds to the withdrawal charge schedule of this product. At the end of ten years, the contract may be annuitized or surrendered with no withdrawal charge. If annuitization or surrender is not selected, the entirety of the Maturity Value of the Contract will be transferred to an Access Account. The buildup of Access Account Value will work in the same manner as during the Investment Option Period. However, during the Access Account Period, no Withdrawal Charges will apply. Minimum and maximum rates of returns are declared and reset annually.

After issue, partial and full surrender benefits are available at any time, annuitizations are allowed after thirteen months, and transfers among available Investment Options will be allowed at any two Contract Anniversaries. Withdrawals in excess of the Preferred Withdrawal Amount (10% of Maturity Value) may be subject to a withdrawal charge. A death benefit is payable upon death of the last surviving owner if before the commencement of annuitization benefits.

This product exposes the Owner to loss of principal, and therefore will be backed by assets in a non-unitized Separate Account.

Please see the contract for more details.

2. General Reserve Methodology

This contract is a form of a variable annuity. It differs from a traditional variable annuity in the following respect: instead of a variety of self-directed funds where the policyholder receives a pass through of the actual investment performance of the assets held in the fund, there is only one fund that guarantees a return equal to specified indices, subject to stated minimums and maximums.

This contract falls under the scope of Actuarial Guideline XLIII (“AG43”). If the specified index falls below the stated floor guarantee in any year, contractual benefits (i.e., account value) will be increased and set equal to the minimum return guarantee. This guarantee is defined as a “VAGLB” by Section III(A)(2) of AG43. Therefore, this contract falls under Section II(A)(4), in that it contains guarantees similar in nature to a VAGLB, and there is no other reserve requirement applicable*.

Reserves will follow the requirements of AG43 and will be set equal to the Conditional Tail Expectation Amount but not less than the Standard Scenario Amount, both as defined by AG43. The Conditional Tail Expectation Amount will be based on projections, as defined by Appendix 1 of AG43, and will not use the Alternative Methodology.



George Wahle, FSA, MAAA
Senior Research Actuary
May 24, 2010
(847) 402-7990

*This contract is classified as a Guaranteed Indexed Separate Account per SSAP 56.30.a.i. It is an individual product, and is thus not subject to APPM Appendix A-200. This product is not classified as an Equity Indexed Annuity. The background section of Actuarial Guideline XXXV (“AG35”) defines an Equity Indexed Annuity as an annuity that provides a minimum guaranteed interest accumulation rate on premium payments plus the growth, if any, of an index. However, this product allows the account value to be less than the initial premiums; i.e., it credits both growth and loss of an index subject to a minimum return – which could be negative – and a maximum return. There is no minimum guaranteed accumulation rate. Thus, this contract is not subject to AG35. There are no other applicable reserve requirements.