Filing at a Glance

Company: Allstate Life Insurance Company
Product Name: LU10996 Series
TOI: A02I Individual Annuities- Deferred Non-Variable
Sub-TOI: A02I.005 Limited Flexible Premium
Filing Type: Form

SERFF Tr Num: ALSB-127643015
SERFF Status: Closed-Approved-Closed
Co Tr Num: LU10996 SERIES

Author: Jacklin Lynch
Date Submitted: 11/28/2011

State: Arkansas
State Tr Num: 50345

State Status: Approved-Closed
Reviewer(s): Linda Bird
Disposition Date: 12/13/2011
Disposition Status: Approved-Closed
Implementation Date:

Implementation Date Requested: On Approval
State Filing Description:

General Information

Project Name: LU10996 Series
Project Number: LU10996 Series
Requested Filing Mode: Review & Approval
Explanation for Combination/Other:
Submission Type: New Submission
Overall Rate Impact:

Deemer Date:
Submitted By: Jacklin Lynch
Filing Description:
RE: SERFF Tracking Number: ALSB-127643015

Status of Filing in Domicile: Pending
Date Approved in Domicile:
Domicile Status Comments:
Market Type: Individual
Individual Market Type:
Filing Status Changed: 12/13/2011
State Status Changed: 12/13/2011
Created By: Jacklin Lynch
Corresponding Filing Tracking Number:

LU10996 – Limited Flexible Premium Deferred Equity Indexed Annuity Contract
DPA10996 – Annuity Data Page
LU11002 – Limited Flexible Premium Deferred Equity Indexed Annuity Contract
DPA11002 – Annuity Data page
LU11017 – Limited Flexible Premium Deferred Equity Indexed Annuity Contract
DPA11017 – Annuity Data Page
LU11018 – Limited Flexible Premium Deferred Equity Indexed Annuity Contract

DPA11018 – Annuity Data Page

LU10998 – Annual Point to Point with Low Water Mark Crediting Strategy Rider
LU10999 – Annual Point to Point with Monthly Averaging Crediting Strategy Rider
LU11000 – Monthly Cap Crediting Strategy Rider
LU11001 – Purchase Payment Bonus Endorsement
LU11003 – Guaranteed Lifetime Withdrawal Benefit Rider
RDP11003 – Rider Data Page
LU11005 – Waiver of Withdrawal Charges and Market Value Adjustment Endorsement
LU11021 – Waiver of Charges, Hospital or Long Term Care Facility
LU11022 – Waiver of Charges, Terminal Illness
LU11023 – Waiver of Charges, Unemployment
LU11024 – Waiver of Charges, Activities of Daily Living
FIC436 – Indexed Annuity Disclosure
FIC437 – Indexed Annuity Disclosure
FIC443 – Indexed Annuity Disclosure
FIC444 – Indexed Annuity Disclosure

FIC434 – Application
FIC435 – Application

Dear Mr. Shields:

Attached for your review and approval, please find the above referenced forms. These forms are new, not previously submitted, and they do not replace any currently issued forms.

Description of Forms
LU10996, LU11002, LU11017 & LU11018 are non-registered, Limited Flexible Premium Deferred Indexed Annuity Contracts, which will be issued to contractholders and describes their rights and obligations as an Owner. The Contracts allow the addition of Purchase Payments for a specified period of time and up to an aggregate amount. The Contracts have a 10-year Withdrawal Charge Schedule and offer the customer a choice of Crediting Strategies via Rider. These Crediting Strategies allow the customer to receive annual returns based on the performance of a publicly traded Index subject to a Cap and a Floor. The Crediting Strategies that may be offered are described below. Any newly offered Crediting Strategy would be filed for prior approval with your department. The Contracts also offer a 1 year Fixed Account that credits a fixed rate of interest. The customer can allocate their monies among one or more of the available Crediting Strategies and/or the Fixed Account. The customer may transfer their monies among the

available Crediting Strategies and the Fixed Account effective each Purchase Payment Anniversary. Additionally, these Contracts are subject to Market Value Adjustment ("MVA"). Details of the Contracts are shown on the Annuity Data Page(s).

These Contracts are substantially similar to one another. Their differences will be in their distribution outlet, target market and the availability of the Guaranteed Lifetime Withdrawal Benefit Rider described below.

The Contracts were designed to comply with Standard Nonforfeiture Law (SNFL) as demonstrated in the attached Actuarial documentation. The Contracts provide a Minimum Guaranteed Value, which assures that the surrender, annuitization, and death benefits meet the requirements of the SNFL.

The Contracts' Annuity Data Pages will be generated to reflect customer information. DPA10996 will be issued with Contract LU10996, DPA11002 will be issued with Contract LU11002, DPA11017 will be issued with Contract LU11017 and DPA11018 will be issued with Contract LU11018.

Applications FIC434 and FIC435 will be used to apply for Contracts LU10996, LU11002, LU11017 and LU11018.

General Use

The following forms are presented for approval on a General Use basis, to be used with the attached Contracts, as well as applicable annuity products offered through Allstate Life Insurance Company. We may choose to offer or discontinue the use of these forms at our discretion. Any change in availability will be made in a non-discriminatory manner.

LU10998 is the Annual Point to Point with Low Water Mark Crediting Strategy Rider. This Rider provides a Crediting Strategy used to calculate interest for an Indexed Account. In the first Contract Year, the Index increase for this Rider is based on the percentage change in the Indexed Account Value between the first Contract Anniversary and the lowest daily close of the Index in the first 90 days after the Issue Date. After the first Contract Year, the Index increase is based on the change in the Index from one Contract Anniversary to the next.

LU10999 is the Annual Point to Point with Monthly Averaging Crediting Strategy Rider. This Rider provides a Crediting Strategy used to calculate interest for an Indexed Account. The Index increase for this Rider in a Contract Year is based on the average of the Indexed Account Value at the end of each Contract month of the Contract Year, and the value at the beginning of the Contract Year.

LU11000 is the Monthly Cap Crediting Strategy Rider. This Rider provides a Crediting Strategy used to calculate interest for an Indexed Account. The annual Index increase for this Rider is based on the sum of the percentage changes in the Index in each month over the Contract Year.

LU11003 is a Guaranteed Lifetime Withdrawal Benefit Rider. This Rider provides an optional benefit that may be added to the Contract on the issue date, subject to availability and issue age limits. It can also be added to previously issued contracts, subject to availability and issue age limits. This Rider provides a withdrawal benefit that allows withdrawals within specified limits, after the Benefit Eligibility Date, for the lifetime of the Annuitant (or Joint Annuitant as applicable). If the Contract Value is reduced to zero and the Guaranteed Withdrawal Amount is greater than zero, the payments will be distributed through the Withdrawal Benefit Payout Phase. The rider is described in more detail in the attached Actuarial Memorandum.

RDP11003 is a Rider Data Page that will be generated to reflect customer information. RDP11003 will be used with Guaranteed Lifetime Withdrawal Benefit Rider, LU11003.

LU11001 is the Purchase Payment Bonus Endorsement. As long as this benefit is offered with a Contract, the contractholder will receive a bonus on the Issue Date of the Contract. The Purchase Payment Bonus is allocated to the Crediting Strategies in the same proportions elected by the contractholder for the Purchase Payment.

LU11005 is the Waiver of Withdrawal Charges and Market Value Adjustment Endorsement. As long as this benefit is offered with a Contract, the contractholder may choose to withdraw all or a portion of the Contract Value allocated to an Indexed Account, during a specified period of time, should the Maximum Performance Rate for an Indexed Account be less than the Bailout Rate reflected on the Annuity Data Page. This withdrawal would not be subject to Withdrawal Charge or Market Value Adjustment.

LU11021, LU11022, LU11023 are Waiver of Charges Endorsements. These Endorsements provide access to the Contract 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. These Endorsements do not provide any Activities of Daily Living benefits and are solely for the purpose of waiving charges for the deferred annuity policies.

LU11024 is a Waiver of Charges Endorsement. This Endorsement provides access to the Contract 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.

Previously Approved Forms
Included please find a list of forms previously approved by your state, which are intended for use with the above referenced Contracts.

LU10196 – Amendatory Endorsement for Custodial IRA
LU10958 – Amendatory Endorsement for Roth IRA

LU10169 – Amendatory Endorsement for Simple IRA
LU10957 – Amendatory Endorsement for IRA/SEP

Readability Certification and Statement of Variability
Included please find the required Flesch Score Certification as well as a Statement of Variability describing the type and range of the flexibility requested.

Additional Attachments
The following miscellaneous attachments have also been included with this filing:
1. Hedging Statement
2. Cost Disclosure
3. Investment Plan
4. Annual Statement

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.

We have also attached any other supplemental information as required by your state.

Thank you for your consideration of this matter.

Sincerely,

Jacklin Lynch
Senior Product & Financial Analyst
Contract Development and Filing

Company and Contact

Filing Contact Information

Jacklin Saro, Sr. Product & Financial Analyst jsarh@allstate.com
3100 Sanders Rd, Suite M2A 847-402-4793 [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:	$1,050.00
Retaliatory?	Yes
Fee Explanation:	$50.00 Per form X 21 forms = $1,050.00
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Allstate Life Insurance Company	$1,050.00	11/28/2011	54078886
Allstate Life Insurance Company	$200.00	11/29/2011	54105249

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	12/13/2011	12/13/2011

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Linda Bird	12/06/2011	12/06/2011	Jacklin Lynch	12/12/2011	12/12/2011

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Form	Disclosure	Jacklin Lynch	11/30/2011	11/30/2011
Form	Disclosure	Jacklin Lynch	11/30/2011	11/30/2011
Form	Disclosure	Jacklin Lynch	11/30/2011	11/30/2011
Form	Disclosure	Jacklin Lynch	11/30/2011	11/30/2011
Supporting Document	Disclosure Statement of Variability	Jacklin Lynch	11/30/2011	11/30/2011
Supporting Document	Statements of Variability	Jacklin Lynch	11/29/2011	11/29/2011

Disposition

Disposition Date: 12/13/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Supporting Documentation		Yes
Supporting Document *(revised)*	Statements of Variability		Yes
Supporting Document	Statements of Variability	Replaced	Yes
Supporting Document	Disclosure Statement of Variability		Yes
Supporting Document	Certification of Compliance		Yes
Form	LIMITED FLEXIBLE PREMIUM DEFERRED INDEXED ANNUITY CONTRACT		Yes
Form	ANNUITY DATA PAGE		Yes
Form	LIMITED FLEXIBLE PREMIUM DEFERRED INDEXED ANNUITY CONTRACT		Yes
Form	ANNUITY DATA PAGE		Yes
Form	LIMITED FLEXIBLE PREMIUM DEFERRED INDEXED ANNUITY CONTRACT		Yes
Form	ANNUITY DATA PAGE		Yes
Form	LIMITED FLEXIBLE PREMIUM DEFERRED INDEXED ANNUITY CONTRACT		Yes
Form	ANNUITY DATA PAGE		Yes
Form	RIDER		Yes
Form	RIDER		Yes
Form	RIDER		Yes
Form	ENDORSEMENT		Yes
Form	RIDER		Yes
Form	RIDER DATA PAGE		Yes
Form	ENDORSEMENT		Yes
Form	ENDORSEMENT		Yes
Form	ENDORSEMENT		Yes
Form	ENDORSEMENT		Yes
Form	ENDORSEMENT		

			Yes
Form	APPLICATION		Yes
Form	APPLICATION		Yes
Form *(revised)*	Disclosure		Yes
Form	Disclosure	Replaced	Yes
Form *(revised)*	Disclosure		Yes
Form	Disclosure	Replaced	Yes
Form *(revised)*	Disclosure		Yes
Form	Disclosure	Replaced	Yes
Form *(revised)*	Disclosure		Yes
Form	Disclosure	Replaced	Yes

Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	12/06/2011
Submitted Date	12/06/2011
Respond By Date	01/06/2012

Dear Jacklin Saro,

This will acknowledge receipt of the captioned filing.

Objection 1
Comment: Ark. Code Ann. 23-79-138 requires that certain information accompany every policy. Bulletin 15-2009 further address this issue.

Regulation 49 requires that a Life and Health guaranty notice be given to each policy owner. Please review your issue procedures and assure us that you are in compliance with Regulation 49.

Regulation 19s10B requires that all new or revised filings submitted must contain a certification that the submission meets the provisions of this rule as well as all applicable requirements of this Department.

External Indexed contracts are subject to the External Indexed Guidelines. Please furnish certification that this filing is in compliance with these guidelines and certifications required by these guidelines.

A.C.A. 23-79-109(1)-(5) sets forth the procedure by which filings may be deemed approved upon the expiration of certain time periods with no affirmative action by the commissioner. If the commissioner determines that additional information is needed to make a decision regarding approval, such request for information will be made to the company. The filing will not be considered complete until said additional information is received. The time periods set forth in this statute will not begin to run until the filing is complete.

Please feel free to contact me if you have questions.
Sincerely,
Linda Bird

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	12/12/2011
Submitted Date	12/12/2011

Dear Linda Bird,

Comments:
Thank you for your letter dated December 6. Below please find our response to your inquiry.

Response 1

Comments: See attached compliance letters.

Related Objection 1

Comment:
Ark. Code Ann. 23-79-138 requires that certain information accompany every policy. Bulletin 15-2009 further address this issue.

Regulation 49 requires that a Life and Health guaranty notice be given to each policy owner. Please review your issue procedures and assure us that you are in compliance with Regulation 49.

Regulation 19s10B requires that all new or revised filings submitted must contain a certification that the submission meets the provisions of this rule as well as all applicable requirements of this Department.

External Indexed contracts are subject to the External Indexed Guidelines. Please furnish certification that this filing is in compliance with these guidelines and certifications required by these guidelines.

Changed Items:

Supporting Document Schedule Item Changes
Satisfied -Name: Certification of Compliance
Comment:

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Thank you for your time in attention to this matter. Please let me know if you have any questions.

Sincerely,
Jacklin Lynch

Amendment Letter

Submitted Date: 11/30/2011

Comments:

Uploaded correct state specific disclosure forms and coinciding statements of variability.

Changed Items:

Form Schedule Item Changes:

Form Schedule Item Changes:

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
FIC436AR	Other	Disclosure	Initial				51.000	FIC436AR Disclosure.pdf
FIC437AR	Other	Disclosure	Initial				51.000	FIC437AR Disclosure.pdf
FIC443AR	Other	Disclosure	Initial				51.000	FIC443AR Disclosure.pdf
FIC444AR	Other	Disclosure	Initial				51.000	FIC444AR Disclosure.pdf

Supporting Document Schedule Item Changes:

User Added -Name: Disclosure Statement of Variability

Comment:

FIC436AR, FIC443AR SOV AR (Disclosure).pdf

FIC437AR, FIC444AR SOV AR (Disclosure.pdf

Amendment Letter

Submitted Date: 11/29/2011

Comments:

We realized that a range was missing from the statement of variability and have corrected it accordingly.

Changed Items:

Supporting Document Schedule Item Changes:

User Added -Name: Statements of Variability

Comment:

CW Statement of Variability ALIC Indexed Annuity 2012.pdf

FIC434 (CW) Application SOV.pdf

FIC435 (CW) Application SOV.pdf

Form Schedule

Lead Form Number:

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	LU10996	Policy/Contract/Fraternal Certificate	LIMITED FLEXIBLE PREMIUM DEFERRED INDEXED ANNUITY CONTRACT	Initial		51.400	Limited Flexible Premium Deferred Indexed Annuity Contract.pdf
	DPA10996	Data/Declaration Pages	ANNUITY DATA PAGE	Initial		0.000	Annuity Data page DPA10996.pdf
	LU11002	Policy/Contract/Fraternal Certificate	LIMITED FLEXIBLE PREMIUM DEFERRED INDEXED ANNUITY CONTRACT	Initial		51.400	LU11002 Limited Flexible Premium Deferred Indexed Annuity Contract.pdf
	DPA11002	Data/Declaration Pages	ANNUITY DATA PAGE	Initial		0.000	Annuity Data page DPA11002.pdf
	LU11017	Policy/Contract/Fraternal Certificate	LIMITED FLEXIBLE PREMIUM DEFERRED INDEXED ANNUITY CONTRACT	Initial		51.400	LU11017 Limited Flexible Premium Deferred Indexed Annuity

					Contract.pdf
DPA11017	Data/Declaration Pages	ANNUITY DATA PAGE	Initial	0.000	Annuity Data page DPA11017.pdf
LU11018	Policy/Contract/Fraternal Certificate	LIMITED FLEXIBLE PREMIUM DEFERRED INDEXED ANNUITY CONTRACT	Initial	51.400	LU11018 Limited Flexible Premium Deferred Indexed Annuity Contract.pdf
DPA11018	Data/Declaration Pages	ANNUITY DATA PAGE	Initial	0.000	Annuity Data page DPA11018.pdf
LU10998	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	RIDER	Initial	52.300	LU10998 - Annual Point to Point w Low Water Mark.pdf
LU10999	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	RIDER	Initial	55.200	LU10999 - Annual Point to Point w Monthly Averaging.pdf
LU11000	Policy/Contract/Fratern	RIDER	Initial	54.800	LU11000 - Monthly Cap

	al Certificate: Amendment, Insert Page, Endorsement or Rider				Crediting Strategy.pdf
LU11001	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	ENDORSEMENT	Initial	58.200	LU11001 - Purchase Payment Bonus Endorsement.pdf
LU11003	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	RIDER	Initial	50.000	LU11003 - Guaranteed Lifetime Withdrawal Benefit Rider.pdf
RDP11003	Data/Declaration Pages	RIDER DATA PAGE	Initial	0.000	RDP11003 Rider Data Page.pdf
LU11005	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	ENDORSEMENT	Initial	50.200	LU11005 - Waiver of Charges and Market Value Adj Endorsement.pdf

LU11021	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	ENDORSEMENT	Initial	50.100	LU11021 WOC for LTC or Hospital.pdf
LU11022	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	ENDORSEMENT	Initial	58.600	LU11022 WOC for Terminal Illness.pdf
LU11023	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	ENDORSEMENT	Initial	56.800	LU11023 WOC for Unemployment.pdf
LU11024	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	ENDORSEMENT	Initial	58.700	LU11024 ADL Waiver of Charges.pdf
FIC434	Application/	APPLICATION	Initial	83.000	FIC434 (CW)

	Enrollment Form				Application.pdf
FIC435	Application/ Enrollment Form	APPLICATION	Initial	72.000	FIC435 (CW) Application.pdf
FIC436AR	Other	Disclosure	Initial	51.000	FIC436AR Disclosure.pdf
FIC437AR	Other	Disclosure	Initial	51.000	FIC437AR Disclosure.pdf
FIC443AR	Other	Disclosure	Initial	51.000	FIC443AR Disclosure.pdf
FIC444AR	Other	Disclosure	Initial	51.000	FIC444AR Disclosure.pdf

Allstate Life Insurance Company

A Stock Company

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

Limited Flexible Premium Deferred Indexed Annuity Contract

This Contract is issued to the Owner in consideration of the initial Purchase Payment. Allstate Life Insurance Company 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 Insurance Company.

Contract Summary
This limited flexible premium deferred indexed annuity provides a Free Withdrawal Amount and a Death Benefit during the Accumulation Phase, and periodic income payments beginning on the Payout Start Date during the Payout Phase.

The withdrawal benefit may be subject to a Market Value Adjustment which may result in an upward or downward adjustment of the amount distributed.

This Contract does not pay dividends.

The Tax status of this Contract as it applies to the Owner 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 any Purchase Payments less any withdrawals.

Susan L. Lees
Secretary

Matthew E. Winter
President and Chief Executive Officer

Limited Flexible Premium Deferred Indexed Annuity

TABLE OF CONTENTS

DEFINITIONS…… ……3

THE PERSONS INVOLVED IN THIS CONTRACT ……5

ACCUMULATION PHASE ……7

PAYMENTS UPON DEATH ……10

PAYOUT PHASE …… 13

INCOME PAYMENT TABLES ……14

GENERAL PROVISIONS ……15

DEFINITIONS

Accumulation Phase: The period of this Contract that begins on the Issue Date and continues until the Payout Start Date.

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: A Primary Beneficiary, a Contingent Beneficiary or a Vested Beneficiary.

Cap: The highest percentage by which the Contract Value of the corresponding Indexed Account may be increased during the Contract Year. The Cap may decrease or increase on each Purchase Payment Anniversary and may vary based the number of years elapsed since the Purchase Payment Start Date, Contract Value and/or Purchase Payment.

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 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 Value: The Purchase Payment(s); plus interest credited; minus any withdrawals, Taxes, and previous withdrawals

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

Crediting Strategy: Method of crediting interest for Indexed Accounts.

Death Benefit: The amount payable upon the death of an Owner, or Annuitant if the Owner is Non-Natural, to the surviving Owner or, if none, the Beneficiary.

Floor: The lowest rate of interest that may be credited to the Contract Value of the corresponding Indexed Account during that Purchase Payment Year.

Fixed Account: An account whose fund performance is based on a fixed interest rate set by Us.

Fixed Account Value: Any amounts allocated to a Fixed Account, whether by Purchase Payment or by transfer from an expiring Fixed Account or an expiring Indexed Account to a new Fixed Account; plus credited interest; minus any withdrawals, Taxes and previous withdrawals.

Free Withdrawal Amount: The Free Withdrawal Amount is equal to the Free Withdrawal Amount Percentage that is shown on Your Annuity Data Page, multiplied by Your Contract Value immediately before You make the first withdrawal from any Fixed or Indexed Account in that Contract Year.

Free Withdrawal Amount Percentage: The percentage of Contract Value that may be withdrawn each Contract Year without Withdrawal Charges or Market Value Adjustments. This percentage is shown on the Annuity Data Page.

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

Index: The Index(es) shown on the Annuity Data Page, used to calculate Performance of the initial Indexed Account.

Indexed Account: An account whose fund performance is based on a publicly traded Index.

Indexed Account Value: Any amounts allocated to the Indexed Account whether by Purchase Payment or by transfer from an expiring Indexed Account or an expiring Fixed Account to a new Indexed Account; plus interest which is credited to the Indexed Account on the day the Indexed Account expires; minus any withdrawals, Taxes or Withdrawal Charges on previous withdrawals.

Issue Date: The date this Contract becomes effective; shown on your Annuity Date Page.

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

Market Value Adjustment ("MVA"): An increase or decrease in the amount withdrawn reflecting changes in the level of interest rates since the Withdrawal Charge Period was established.

Minimum Guaranteed Value: The Minimum Guaranteed Value is equal to [87.5%] of Your Purchase Payments accumulated at the Minimum Guaranteed Value Rate from the date the Purchase Payment was applied to the contract; minus Withdrawals accumulated at the Minimum Guaranteed Value Rate from the date of withdrawal; minus The cumulative amount of fees and charges associated with this Contract or any riders attached to the Contract; minus any applicable Taxes. Accumulation occurs at a daily rate of interest which compounds over one year to the Minimum Guaranteed Value Rate.

MVA Index: The index(es) identified as such on the Annuity Data Page. The index(es) used for calculation of the Market Value Adjustment.

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.

Participation Rate: The percentage used to calculate the credited interest for an Indexed Account. The Participation Rate for your initial Purchase Payment Account is shown on the Annuity Data Page.

Performance: On any given date, the change in value of an Indexed Account during the current Contract Year.

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 Owner.

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

Purchase Payment Anniversary: The Anniversary of the date a subsequent Purchase Payment was applied to the Contract.

Purchase Payment Start Date: The date a Purchase Payment is applied to the Contract.

Purchase Payment Year: A 365 day period (366 days for a leap year) beginning on the day a Purchase Payment is applied to the Contract.

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

Transfer: The allocation of funds from one Fixed or Indexed Account to another.

Transfer Period: The period of time prior to a Purchase Payment Anniversary that you may transfer Contract Value between Fixed and Indexed Accounts within a Purchase Payment Account. The transfer period begins [30] days prior to the Purchase Payment Anniversary and ends [5 days prior to] the Purchase Payment Anniversary.

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.

Withdrawal Charge: A percentage charge that may be assessed on withdrawals of Contract Value in excess of the Free Withdrawal Amount**.**

Withdrawal Charge Period: The time under the Contract for which Withdrawal Charges and MVA will be applied to any withdrawals in excess of the Free 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 unless specifically permitted by the contract. Ownership changes between a grantor and their grantor trust are permitted. Ownership changes between spouses are permitted.

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.

You may assign a partial absolute interest in this Contract for purposes of qualifying an exchange under Section 1035 of the Internal Revenue Code. You must do so in writing. We are bound by an assignment only if it is signed by the assignor and filed with Us. No such assignment is binding on Us until We receive it. When We receive it, Your rights and those of the Beneficiary will be subject to the assignment. We are not responsible for the validity or Tax consequences of the partial absolute assignment.

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. 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.

Joint Annuitant

The Joint Annuitant must be a Natural Person. There may only be one Joint Annuitant on the Contract at any time.

If the Owner is a Natural Person, the Owner may change the Joint Annuitant before the Payout Start Date by written request in a timely manner, in a form satisfactory to Us. Once We accept a change, it takes effect on the date You signed the request. If the Owner is a Non-Natural Person, the Joint Annuitant is not permitted.

Beneficiary

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:

- Your spouse (or person of equivalent legal status based on applicable state law); or if he or she is no longer living,
- Your surviving children equally; or if You have no surviving children,
- 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 begins on the Issue Date upon receipt of the first Purchase Payment. The amount of the first Purchase Payment is shown on the Annuity Data Page. Additional Purchase Payments may be made during the Accumulation Phase for the first [24] months after the Issue Date.

We reserve the right to limit the amount of any subsequent Purchase Payment We accept to be no less than [$5,000] and the amount of aggregate Purchase Payments to not exceed [$1,000,000] except with Our prior written approval. We reserve the right to restrict or limit the amount of additional Purchase Payments into your contract. If the Contract Value on any Contract Anniversary is less than [$20,000] a policy fee of [$50] will be deducted from the Contract Value.

The Purchase Payment(s) may be allocated between Fixed Accounts and Indexed Accounts available to you at the time the Purchase Payment is applied. Your Contract will reflect the Performance of these Fixed and Indexed Accounts. Your initial Fixed and Indexed Account(s), if selected, are established on the Issue Date and shown on the Annuity Data Page. The minimum amount to establish either a Fixed Account or an Indexed Account is [$3000]. The minimum amount in a Fixed or Indexed Account must be at least [$3000] at the beginning of a Purchase Payment Year.

New Fixed Accounts or Indexed Accounts are established within Purchase Payment Accounts when:

- You allocate a portion of a subsequent Purchase Payment to establish a new Fixed or Indexed Account
- You elect or are deemed to have elected to transfer the value of an expiring Fixed or Indexed Account to establish a new Fixed or Indexed Account within a Purchase Payment Account

We reserve the right to establish and modify the terms and conditions for making Purchase Payments to, withdrawals from, and transfers to or from any of the Fixed or Indexed Accounts.
Any premium Tax and any other applicable Taxes relating to this Contract may be deducted from Purchase Payments or the Contract Value when the Tax is incurred or at a later time.

Purchase Payment Accounts

Each Purchase Payment creates a Purchase Payment Account. You may allocate your Purchase Payment into available Fixed Accounts and Indexed Accounts on the Purchase Payment Start Date. If you do not elect an allocation then the Contract Value associated with the Purchase Payment will be transferred automatically into new accounts with the same crediting strategies as the most recent allocation. If an Indexed Account or Fixed Account is no longer available, or there was not a previous allocation, then the associated Contract Value will be transferred into the Annual Point to Point Crediting Strategy.

During Your Transfer Period, you may reallocate the Contract Value from expiring Indexed Accounts and Fixed Accounts into available Indexed and Fixed Accounts. Such transfers will be effective on the next Purchase Payment Anniversary.

Fixed Accounts

The Fixed Account Value will accumulate at an Annual Effective Interest Rate declared by Us when the corresponding Fixed Account was established. Annual Effective Interest Rates will vary by Fixed Account. The interest will be credited daily at a rate which compounds over one year and will equal the Annualized Effective Interest Rate We set for that Fixed Account. The Annualized Effective Interest Rate for any Fixed Account established on the Issue Date of the Contract is shown on the Annuity Data Page.

Annual Effective Interest Rates will be declared by Us at each Purchase Payment Anniversary. This interest rate will never be less than the Fixed Account Minimum Guaranteed Annualized Effective Interest Rate as shown on the Annuity Data Page.

We reserve the right to not establish new Fixed Accounts.

Indexed Accounts

The Indexed Account Value will accumulate to reflect the performance of one or more specified, established index(es), subject to a stated Cap and Floor. Interest for Indexed Account will be credited based on the Crediting Strategy You selected.

Annual Point to Point Crediting Strategy

Interest will be credited to Your Indexed Account at the end of the Purchase Payment Year. Interest will not be credited on any other day of the Contract Year. Interest in a Contract Year will equal:

$$X * \text{Maximum}(U \ , \ \text{Minimum} (V , (P * (Y/Z - 1))))$$

Where:

P = The Participation Rate of the Indexed Account

U = The Floor of the Indexed Account

V= The Cap of the Indexed Account

X = The Indexed Account Value at the expiration of the Indexed Account before interest is credited.

Y = The Index value on the expiration date of the Index Account

Z = The Index value on the date prior to the Index Account being established

For initial Purchase Payment allocations, the Cap and the Floor for the Indexed Account are shown on the Annuity Data Page. The Cap may change on each Purchase Payment Anniversary and may vary based on the Contract Year and Contract Value. The minimum Cap that applies during the Withdrawal Charge period is shown on the Annuity Data Page.

The Index value at time of calculation means the end of the calculation date. If a calculation day is a day when the Index does not trade, the Index value will be the Index value at close of the previous day when the underlying index was active and trades occurred.

The Index is shown on the Annuity Data Page. If the publication of an Index is discontinued, or the calculation of an Index is changed substantially, We will substitute a suitable Index and notify You.

Additional Crediting Strategies available at issue are attached by Rider to this Contract. The Crediting Strategy(ies) You elected for the Index Accounts at issue are shown on the Annuity Data Page. A new Indexed Account is established every time money is applied to or transferred into a Crediting Strategy. Crediting Strategy(ies) can be changed effective each Purchase Payment Anniversary, subject to the limitations in the attached Riders.

We reserve the right in Our sole discretion to add, modify, substitute, or eliminate any Crediting Strategy.

Transfers

Upon expiration of each Indexed and Fixed Account you must transfer the associated Contract Value into a new Indexed or Fixed Account. You may request transfers to currently available Fixed and Indexed Accounts during the transfer period prior to the expiration of your current Fixed or Indexed Account. Contract Value that remains allocated to an Indexed Account of the same Crediting Strategy as the expiring Indexed Account is deemed a transfer. Contract Value that remains allocated to a Fixed Account of the same Crediting Strategy as the expiring Fixed Account is deemed a transfer.

If you do not elect a transfer then the Contract Value associated with expiring Fixed and Indexed Accounts will be transferred automatically into new accounts with the same crediting strategies as previously allocated. If an Indexed Account or Fixed Account is no longer available then the associated Contract Value will be transferred into the Annual Point to Point Crediting Strategy.

You may not make transfers among either Fixed or Indexed Accounts prior to their expiration. The Fixed and Indexed Accounts are initially for a one year term.

We reserve the right in Our sole discretion to add, modify, substitute or eliminate the term lengths available for each Indexed Account, Fixed Account, or Crediting Strategy.

If You elect to transfer from a Fixed Account to an Indexed Account, an Indexed Account to a Fixed Account, or an Indexed Account to another Indexed Account with a different Index or Crediting Strategy, We must receive notice from You at Our home office, in a form satisfactory to Us, during the Transfer Period.

Withdrawals

You have the right, subject to the restrictions and charges described in this Contract, to withdraw part or all of Your Contract Value at any time during the Accumulation Phase. A withdrawal must be at least [$2500]. If any withdrawal reduces the Contract Value to less than [$3,000], We may treat the request as a withdrawal of the entire Contract Value. If You withdraw the entire Contract Value, this Contract will terminate.

Withdrawals are subject to deductions for applicable Withdrawal Charges and Taxes. Withdrawal Charges will be based on the amount of time elapsed since the Purchase Payment Start Date. A schedule of Withdrawal Charges by year is shown on the Annuity Data Page. Withdrawals are also subject to Market Value Adjustments. Each Purchase Payment Account will be subject to a separate withdrawal charge schedule and Market Value Adjustment based on the time elapsed sine the Purchase Payment Account was established.

Your Withdrawal will be withdrawn from the Contract Value associated with the earliest Purchase Payment Account first. Withdrawals will reduce Indexed Accounts and Fixed Accounts within each Purchase Payment Account on a pro rata basis.

Free Withdrawal Amount

During each Contract Year You may withdraw the Free Withdrawal Amount without incurring a Withdrawal Charge or Market Value Adjustment; however, the amount withdrawn may be subject to any applicable Taxes. The Free Withdrawal Amount is calculated for each Contract Year using the Free Withdrawal Percentage shown on the Annuity Data Page.

If You do not withdraw the entire Free Withdrawal Amount from an Account during a Contract Year, any remainder is not carried forward to increase the Free Withdrawal Amount in a subsequent Contract Year. The Free Withdrawal Amount is only available during the Accumulation Phase of the Contract. The Free Withdrawal Amount is considered a withdrawal from the oldest Purchase Payment Account.

Amounts exchanged under a partial 1035 are not included within the Free Withdrawal Amount, as such they are subject to the MVA and applicable Withdrawal Charges.

The Free Withdrawal Amount will be reduced by any withdrawal made during that Contract Year.

Withdrawal Charges

A Withdrawal Charge may be assessed on certain withdrawals from any Account. Your Withdrawal Charge table appears on the Annuity Data Page.

The Withdrawal Charge is determined for each Purchase Payment Account that the Contract Value is withdrawn from by multiplying the Withdrawal Charge Percentage by the amount of each withdrawal that exceeds the Free Withdrawal Amount for that Contract Year. Withdrawal Charges may vary based on the number of full years elapsed since the Purchase Payment Start Date.

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.

Withdrawals taken to satisfy Internal Revenue Code minimum distribution rules will reduce the Free Withdrawal Amount for the Contract. Any Withdrawal Charge and any applicable MVA will be waived on withdrawals taken to satisfy Internal Revenue Code minimum distribution rules but only to the extent the Free Withdrawal Amount has been depleted. The waiver of Withdrawal Charge under this section is permitted only for withdrawals that satisfy required distributions resulting solely from this Contract.

Subject to any such waiver of Withdrawal Charges, any withdrawals taken to satisfy Internal Revenue Code minimum distribution rules will reduce the Free Withdrawal Amount by the amount of that withdrawal.

We will apply the Withdrawal Charge percentage in effect on the date of the withdrawal, or the Withdrawal Charge percentage in effect the following day, whichever is lower.

Market Value Adjustment (MVA)

Withdrawals from an Indexed Account or a Fixed Account during the Withdrawal Charge Period will be subject to a MVA, as set forth below. The MVA may be different for each Purchase Payment Account from which Contract Value has been withdrawn.

Only the amount that exceeds the Free Withdrawal Amount for that account in the same Contract Year will have a MVA. The Market Value Adjustment may increase or decrease the amount payable to You. The Market Value Adjustment will be equal to:

$$MVA = A^* ((((1+B)/(1+C))^D)-1), \text{ where}$$

A = The Contract Value withdrawn in excess of the remaining Free Withdrawal Amount.

B = The MVA Index, computed as of the date of the Purchase Payment Start Date associated with that Withdrawal, based upon the value of specified financial instruments, as indicated in Your Annuity Data Page, of a maturity corresponding to the [original] length of the Withdrawal Charge Period.

C = The MVA 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] length of the Withdrawal Charge Period.

D = Number of whole and partial years from the current date until the end of the Withdrawal Charge Period. If D does not correspond to the length of an observed financial instrument as defined in the MVA Index, We will linearly interpolate based on the values of observed financial instruments, of maturities closest to D, to determine B and C above.

The amount payable to You on a full surrender will not be less than the Minimum Guaranteed Value.

If the publication of any component of the MVA Index is discontinued, or if the calculation of any component of the MVA 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.

Any MVA will be waived on withdrawals taken to satisfy IRS minimum distribution rules but only to the extent the cumulative Free Withdrawal Amounts have been depleted. The waiver of any MVA under this provision is permitted only for withdrawals that satisfy required distributions resulting solely from this Contract.

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 new Owner will be the Beneficiary(ies) as described in the Beneficiary section.

If there is more than one new Owner taking a share of the Death Benefit, described in the Death Benefit section, each new Owner will be treated as a separate and independent Owner of his or her respective share of the Death Benefit. Each new Owner 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 new Owner may designate a Beneficiary(ies) for his or her respective share, but that designated Beneficiary(ies) will be restricted to the Option chosen by the original new Owner.

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

Category 1. If Your spouse is the sole new Owner of the entire Contract, the Contract will continue in the Accumulation Phase, unless Your spouse chooses from Options A, B, C or D, described below.

If You were also the Annuitant, then Your spouse will be the new Annuitant, unless he or she names a new Annuitant, as described in the Annuitant section.

Category 2. If the new Owner is a living person who is not Your spouse, or if there are multiple living new Owners, the new Owner(s) must (each) choose from Options A, B, C or D, as described below. If a new Owner does not choose one of these Options, Option A will apply for such new Owner.

Category 3. If the new Owner is a corporation, trust, or other Non-Natural person, the new Owner must choose between Options A or D, described below. If the new Owner does not choose either of these Options, Option A will apply.

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

Option A. The new Owner may receive the Contract Value payable within 5 years of the date of Your death. Withdrawal Charges will be waived for any withdrawals made during this 5 year period; however, the amount withdrawn may be subject to a MVA.

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

Option B. The new Owner may elect, within 11 months of the date of Your death, to receive the Death Benefit paid out under one of the Income Plans described in the Payout Phase section, subject to the following conditions:

Income payments must begin within one year of Your date of death. Income payments must be payable:

- Over the life of the new Owner; or
- For a guaranteed payment period of at least 5 years, but not to exceed the life expectancy of the new Owner. If the life expectancy of the new Owner is less than 5 years, this Income Plan option is not available; or
- Over the life of the new Owner with a guaranteed payment period of at least 5 years, but not to exceed the life expectancy of the new Owner. If the life expectancy of the new Owner is less than 5 years, this Income Plan option is not available.

Option C. The Contract may continue in the Accumulation Phase with the Death Benefit as the Contract Value, subject to the following restrictions:

- An annual required distribution must be withdrawn in each calendar year as specified below.
- In the calendar year in which the Death Benefit is determined, the annual required distribution is equal to the Death Benefit divided by the life expectancy of the new Owner, and the result multiplied by a fraction that represents the portion of the calendar year remaining after the date of the Death Benefit were determined. In any subsequent calendar year, the annual required distribution is equal to the Contract Value as of December 31 of the prior year divided by the remaining life expectancy of the new Owner.

- The first withdrawal must occur within one year of the date of death. The new Owner may only withdraw the minimum annual required distribution amount per year or make a full withdrawal terminating the Contract.

- Withdrawal Charges and Market Value Adjustments do not apply.

- If the new Owner dies, the named Beneficiary(ies) will continue under Option C using the original new Owner's life expectancy.

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

All ownership rights subject to the conditions stated in this section or any restrictions previously placed upon the Beneficiary are available to the new Owner from the date of Your death until the date on which the Death Benefit are paid.

No additional Purchase Payments may be added to the Contract under Options A, B, C, or D after We have received the first complete request for settlement of the Death Benefit from any Owner.

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 section of this Contract.

Death of Annuitant If the Annuitant who is also the Owner dies before the Payout Start Date, the Death of Owner section 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.

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 living 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 section of this Contract; otherwise,

- The youngest Owner; otherwise,

- The youngest Beneficiary.

Category 2. If the Owner is a corporation, trust, or other Non-Natural person, the Owner must receive the Contract Value payable within 5 years of the Annuitant's date of death.

Withdrawal Charges will be waived for any withdrawals made during this 5 year period; however, the amount withdrawn may be subject to a MVA.

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

No additional Purchase Payments may be added to the Contract after We have received the first complete request for settlement of the Death Benefit from any Owner.

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 section of this Contract.

Death Benefit Before the Payout Start Date, the Death Benefit is equal to the greater of the Contract Value or the value received by the Owner upon full surrender. Withdrawal Charges do not apply to the Death Benefit. The value of the Death Benefit is calculated on the date We receive the first complete request for settlement from any Owner. For purposes of the Death of Owner Options, the date we receive Due Proof of Death will be considered the final Contract Anniversary for the purpose of calculating interest for an Indexed Account and all Indexed Account Values will be transferred to the Fixed Account for the duration of the Contract. A complete request must include due proof of death.

PAYOUT PHASE

The Payout Start Date must be at least [24] months after the Issue Date, and occur on or before the Contract Maturity Date.

The Contract Maturity Date will be the later of:

- The Contract Anniversary following the date of the [90]th birthday of the oldest Annuitant(s) named in the Contract on the Issue Date ; or
- The [10th] Anniversary of the Contract

The Contract Maturity Date can be found on the Annuity Data Page.

Income Plan The Contract Value minus 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 Guaranteed Value

Guaranteed Payment Period
We will make payments until the end of the Guaranteed Payment Period. The Guaranteed Payment Period may range from [60] to [240] months.

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.

Joint Life Income with Guaranteed Payment Period
We will make payments until the death of both the Annuitant and Joint 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 Oldest Annuitant is age [90] or older on the Payout Start Date, the Guaranteed Payment Period may range from [60] to [240] months.

We may offer additional Income Plans. We reserve the right to remove Income Plans.

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

- If no Purchase Payment has been received for two Contract years, and if the Contract Value is less than [$3,000] when it is applied to the Income Plan You choose, or if the Contract 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 Contract Value minus any applicable Taxes 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 or joint 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 new Owner will be the Beneficiary(ies) as described in the Beneficiary section. Any remaining income payments will be paid to the new Owner as scheduled.

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 Contract endorsements and 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 any Purchase Payments, minus any withdrawals. If your Contract is voided, You will not receive any accrued interest or any applicable Purchase Payment Bonus.

Unless otherwise specified, all references in this Contract to days, months, or years shall mean calendar days, months or years.

Only Our 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 Internal Revenue Code or as required by any other applicable law, or as otherwise permitted by the terms of this Contract.

Incontestability Except as provided in the Entire Contract section above, this Contract will be incontestable after it has been in force during Your lifetime for a period of two years from the Issue Date.

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 reporting Contract Values. The effective date of the information in the annual statement will not be more than two months before the date of the mailing. We will

provide You with Contract Value information at any time upon Your request. 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 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, 2012]

Contract Maturity Date:.....[May 1, 2063]

Withdrawal Charge Period:..... [10 Years]

MVA Index: [[x] Year U.S. Constant Maturity Treasury plus the Option Adjusted Spread of the Barclays Capital U.S. Corporate Investment Grade Index]

MVA Index Value as of the Issue Date……[0.0%]

Tax Qualification: .....[IRA]

Owner: ..... [John Doe]

[Joint Owner:..... [Jane Doe]]

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

[Joint 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

Initial Purchase Payment:.....[$25,000.00]
[Annual Point to Point . . . .$5,000]
[Annual Point to Point with Low Water Mark . . . . . $5,000]
[Annual Point to Point with Monthly Averaging . . . . $5,000]
[Monthly Cap . . . .$5,000]
[Fixed Account . . . .$5,000]

[Initial Purchase Payment Bonus:.....[6.00%] of Initial Purchase Payment]

[Initial Purchase Payment Bonus Vesting Schedule:
Full Years Elapsed since Initial Purchase Payment Start Date

:	[0	1	2	3	4	5	6	7	8	9	10& Later]
Percentage:	[0%	10%	20%	30%	40%	50%	60%	70%	80%	90%	100%]

Index: . . . . [The Standard and Poor's 500 Index]

Index Value as of Issue Date: . . . . [1,000.00]

CAPS AND FLOOR FOR INITIAL INDEXED ACCOUNTS

[Indexed Account for Initial Contract Year]	Initial Part. Rate	Cap	[Bailout]	Minimum Cap on Renewal*	Floor
[Annual Point to Point]	[100%]	[3.00%]	[1.00%]	[1.00%]	[0.00%]
[Annual Point to Point with Low Water Mark]	[100%]	[3.00%]	[1.00%]	[1.00%]	[0.00%]
[Annual Point to Point with Monthly Average]	[100%]	[3.00%]	[1.00%]	[1.00%]	[0.00%]
[Monthly Cap]	[100%]	[3.00%]	[1.00%]	[1.00%]	[0.00%]

[*Your Minimum Cap on Renewal only applies during the Withdrawal Charge period.]

[Initial One Year Fixed Account Annualized Effective Interest Rate . . . . . [1.00%]

Fixed Account Minimum Guaranteed Annualized Effective Interest Rate
[For Contract Years 1-10] . . . . . [0.00 - 3.00%]
[For Contract Years 11 & Later] . . . . . [0.00 - 3.00%]

Minimum Guaranteed Value Rate
[For Contract Years 1-10] . . . . . [0.00 - 3.00%]
[For Contract Years 11 & Later] . . . . . [0.00 - 3.00%]

WITHDRAWAL INFORMATION

Free Withdrawal Amount Percentage:..... [10%]

Withdrawal Charge Schedule:
Number of Full years Elapsed since the Purchase Payment Start Date:

	[1	2	3	4	5	6	7	8	9	10	11& Later]
Percentage:	[10%	10%	9%	9%	8%	8%	7%	6%	5%	4%	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 [1-800-632-3492].

Allstate Life Insurance Company

A Stock Company

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

Limited Flexible Premium Deferred Indexed Annuity Contract

This Contract is issued to the Owner in consideration of the initial Purchase Payment. Allstate Life Insurance Company 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 Insurance Company.

Contract Summary
This limited flexible premium deferred indexed annuity provides a Free Withdrawal Amount and a Death Benefit during the Accumulation Phase, and periodic income payments beginning on the Payout Start Date during the Payout Phase.

The withdrawal benefit may be subject to a Market Value Adjustment which may result in an upward or downward adjustment of the amount distributed.

This Contract does not pay dividends.

The Tax status of this Contract as it applies to the Owner 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 any Purchase Payments less any withdrawals.

Susan L. Lees
Secretary

Matthew E. Winter
President and Chief Executive Officer

Limited Flexible Premium Deferred Indexed Annuity

TABLE OF CONTENTS

DEFINITIONS…… ……3

THE PERSONS INVOLVED IN THIS CONTRACT ……5

ACCUMULATION PHASE ……7

PAYMENTS UPON DEATH ……10

PAYOUT PHASE …… 13

INCOME PAYMENT TABLES ……14

GENERAL PROVISIONS ……15

DEFINITIONS

Accumulation Phase: The period of this Contract that begins on the Issue Date and continues until the Payout Start Date.

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: A Primary Beneficiary, a Contingent Beneficiary or a Vested Beneficiary.

Cap: The highest percentage by which the Contract Value of the corresponding Indexed Account may be increased during the Contract Year. The Cap may decrease or increase on each Purchase Payment Anniversary and may vary based the number of years elapsed since the Purchase Payment Start Date, Contract Value and/or Purchase Payment.

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 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 Value: The Purchase Payment(s); plus interest credited; minus any withdrawals, Taxes, and previous withdrawals

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

Crediting Strategy: Method of crediting interest for Indexed Accounts.

Death Benefit: The amount payable upon the death of an Owner, or Annuitant if the Owner is Non-Natural, to the surviving Owner or, if none, the Beneficiary.

Floor: The lowest rate of interest that may be credited to the Contract Value of the corresponding Indexed Account during that Purchase Payment Year.

Fixed Account: An account whose fund performance is based on a fixed interest rate set by Us.

Fixed Account Value: Any amounts allocated to a Fixed Account, whether by Purchase Payment or by transfer from an expiring Fixed Account or an expiring Indexed Account to a new Fixed Account; plus credited interest; minus any withdrawals, Taxes and previous withdrawals.

Free Withdrawal Amount: The Free Withdrawal Amount is equal to the Free Withdrawal Amount Percentage that is shown on Your Annuity Data Page, multiplied by Your Contract Value immediately before You make the first withdrawal from any Fixed or Indexed Account in that Contract Year.

Free Withdrawal Amount Percentage: The percentage of Contract Value that may be withdrawn each Contract Year without Withdrawal Charges or Market Value Adjustments. This percentage is shown on the Annuity Data Page.

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

Index: The Index(es) shown on the Annuity Data Page, used to calculate Performance of the initial Indexed Account.

Indexed Account: An account whose fund performance is based on a publicly traded Index.

Indexed Account Value: Any amounts allocated to the Indexed Account whether by Purchase Payment or by transfer from an expiring Indexed Account or an expiring Fixed Account to a new Indexed Account; plus interest which is credited to the Indexed Account on the day the Indexed Account expires; minus any withdrawals, Taxes or Withdrawal Charges on previous withdrawals.

Issue Date: The date this Contract becomes effective; shown on your Annuity Date Page.

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

Market Value Adjustment ("MVA"): An increase or decrease in the amount withdrawn reflecting changes in the level of interest rates since the Withdrawal Charge Period was established.

Minimum Guaranteed Value: The Minimum Guaranteed Value is equal to [87.5%] of Your Purchase Payments accumulated at the Minimum Guaranteed Value Rate from the date the Purchase Payment was applied to the contract; minus Withdrawals accumulated at the Minimum Guaranteed Value Rate from the date of withdrawal; minus The cumulative amount of fees and charges associated with this Contract or any riders attached to the Contract; minus any applicable Taxes. Accumulation occurs at a daily rate of interest which compounds over one year to the Minimum Guaranteed Value Rate.

MVA Index: The index(es) identified as such on the Annuity Data Page. The index(es) used for calculation of the Market Value Adjustment.

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.

Participation Rate: The percentage used to calculate the credited interest for an Indexed Account. The Participation Rate for your initial Purchase Payment Account is shown on the Annuity Data Page.

Performance: On any given date, the change in value of an Indexed Account during the current Contract Year.

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 Owner.

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

Purchase Payment Anniversary: The Anniversary of the date a subsequent Purchase Payment was applied to the Contract.

Purchase Payment Start Date: The date a Purchase Payment is applied to the Contract.

Purchase Payment Year: A 365 day period (366 days for a leap year) beginning on the day a Purchase Payment is applied to the Contract.

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

Transfer: The allocation of funds from one Fixed or Indexed Account to another.

Transfer Period: The period of time prior to a Purchase Payment Anniversary that you may transfer Contract Value between Fixed and Indexed Accounts within a Purchase Payment Account. The transfer period begins [30] days prior to the Purchase Payment Anniversary and ends [5 days prior to] the Purchase Payment Anniversary.

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.

Withdrawal Charge: A percentage charge that may be assessed on withdrawals of Contract Value in excess of the Free Withdrawal Amount**.**

Withdrawal Charge Period: The time under the Contract for which Withdrawal Charges and MVA will be applied to any withdrawals in excess of the Free 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 unless specifically permitted by the contract. Ownership changes between a grantor and their grantor trust are permitted. Ownership changes between spouses are permitted.

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.

You may assign a partial absolute interest in this Contract for purposes of qualifying an exchange under Section 1035 of the Internal Revenue Code. You must do so in writing. We are bound by an assignment only if it is signed by the assignor and filed with Us. No such assignment is binding on Us until We receive it. When We receive it, Your rights and those of the Beneficiary will be subject to the assignment. We are not responsible for the validity or Tax consequences of the partial absolute assignment.

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. 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.

Joint Annuitant

The Joint Annuitant must be a Natural Person. There may only be one Joint Annuitant on the Contract at any time.

If the Owner is a Natural Person, the Owner may change the Joint Annuitant before the Payout Start Date by written request in a timely manner, in a form satisfactory to Us. Once We accept a change, it takes effect on the date You signed the request. If the Owner is a Non-Natural Person, the Joint Annuitant is not permitted.

Beneficiary

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:

- Your spouse (or person of equivalent legal status based on applicable state law); or if he or she is no longer living,
- Your surviving children equally; or if You have no surviving children,
- 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 begins on the Issue Date upon receipt of the first Purchase Payment. The amount of the first Purchase Payment is shown on the Annuity Data Page. Additional Purchase Payments may be made during the Accumulation Phase for the first [24] months after the Issue Date.

We reserve the right to limit the amount of any subsequent Purchase Payment We accept to be no less than [$5,000] and the amount of aggregate Purchase Payments to not exceed [$1,000,000] except with Our prior written approval. We reserve the right to restrict or limit the amount of additional Purchase Payments into your contract. If the Contract Value on any Contract Anniversary is less than [$20,000] a policy fee of [$50] will be deducted from the Contract Value.

The Purchase Payment(s) may be allocated between Fixed Accounts and Indexed Accounts available to you at the time the Purchase Payment is applied. Your Contract will reflect the Performance of these Fixed and Indexed Accounts. Your initial Fixed and Indexed Account(s), if selected, are established on the Issue Date and shown on the Annuity Data Page. The minimum amount to establish either a Fixed Account or an Indexed Account is [$3000]. The minimum amount in a Fixed or Indexed Account must be at least [$3000] at the beginning of a Purchase Payment Year.

New Fixed Accounts or Indexed Accounts are established within Purchase Payment Accounts when:

- You allocate a portion of a subsequent Purchase Payment to establish a new Fixed or Indexed Account
- You elect or are deemed to have elected to transfer the value of an expiring Fixed or Indexed Account to establish a new Fixed or Indexed Account within a Purchase Payment Account

We reserve the right to establish and modify the terms and conditions for making Purchase Payments to, withdrawals from, and transfers to or from any of the Fixed or Indexed Accounts.
Any premium Tax and any other applicable Taxes relating to this Contract may be deducted from Purchase Payments or the Contract Value when the Tax is incurred or at a later time.

Purchase Payment Accounts

Each Purchase Payment creates a Purchase Payment Account. You may allocate your Purchase Payment into available Fixed Accounts and Indexed Accounts on the Purchase Payment Start Date. If you do not elect an allocation then the Contract Value associated with the Purchase Payment will be transferred automatically into new accounts with the same crediting strategies as the most recent allocation. If an Indexed Account or Fixed Account is no longer available, or there was not a previous allocation, then the associated Contract Value will be transferred into the Annual Point to Point Crediting Strategy.

During Your Transfer Period, you may reallocate the Contract Value from expiring Indexed Accounts and Fixed Accounts into available Indexed and Fixed Accounts. Such transfers will be effective on the next Purchase Payment Anniversary.

Fixed Accounts

The Fixed Account Value will accumulate at an Annual Effective Interest Rate declared by Us when the corresponding Fixed Account was established. Annual Effective Interest Rates will vary by Fixed Account. The interest will be credited daily at a rate which compounds over one year and will equal the Annualized Effective Interest Rate We set for that Fixed Account. The Annualized Effective Interest Rate for any Fixed Account established on the Issue Date of the Contract is shown on the Annuity Data Page.

Annual Effective Interest Rates will be declared by Us at each Purchase Payment Anniversary. This interest rate will never be less than the Fixed Account Minimum Guaranteed Annualized Effective Interest Rate as shown on the Annuity Data Page.

We reserve the right to not establish new Fixed Accounts.

Indexed Accounts

The Indexed Account Value will accumulate to reflect the performance of one or more specified, established index(es), subject to a stated Cap and Floor. Interest for Indexed Account will be credited based on the Crediting Strategy You selected.

Annual Point to Point Crediting Strategy

Interest will be credited to Your Indexed Account at the end of the Purchase Payment Year. Interest will not be credited on any other day of the Contract Year. Interest in a Contract Year will equal:

$$X * \text{Maximum}(U \ , \ \text{Minimum} (V , (P * (Y/Z - 1))))$$

Where:

P = The Participation Rate of the Indexed Account

U = The Floor of the Indexed Account

V= The Cap of the Indexed Account

X = The Indexed Account Value at the expiration of the Indexed Account before interest is credited.

Y = The Index value on the expiration date of the Index Account

Z = The Index value on the date prior to the Index Account being established

For initial Purchase Payment allocations, the Cap and the Floor for the Indexed Account are shown on the Annuity Data Page. The Cap may change on each Purchase Payment Anniversary and may vary based on the Contract Year and Contract Value. The minimum Cap that applies during the Withdrawal Charge period is shown on the Annuity Data Page.

The Index value at time of calculation means the end of the calculation date. If a calculation day is a day when the Index does not trade, the Index value will be the Index value at close of the previous day when the underlying index was active and trades occurred.

The Index is shown on the Annuity Data Page. If the publication of an Index is discontinued, or the calculation of an Index is changed substantially, We will substitute a suitable Index and notify You.

Additional Crediting Strategies available at issue are attached by Rider to this Contract. The Crediting Strategy(ies) You elected for the Index Accounts at issue are shown on the Annuity Data Page. A new Indexed Account is established every time money is applied to or transferred into a Crediting Strategy. Crediting Strategy(ies) can be changed effective each Purchase Payment Anniversary, subject to the limitations in the attached Riders.

We reserve the right in Our sole discretion to add, modify, substitute, or eliminate any Crediting Strategy.

Transfers

Upon expiration of each Indexed and Fixed Account you must transfer the associated Contract Value into a new Indexed or Fixed Account. You may request transfers to currently available Fixed and Indexed Accounts during the transfer period prior to the expiration of your current Fixed or Indexed Account. Contract Value that remains allocated to an Indexed Account of the same Crediting Strategy as the expiring Indexed Account is deemed a transfer. Contract Value that remains allocated to a Fixed Account of the same Crediting Strategy as the expiring Fixed Account is deemed a transfer.

If you do not elect a transfer then the Contract Value associated with expiring Fixed and Indexed Accounts will be transferred automatically into new accounts with the same crediting strategies as previously allocated. If an Indexed Account or Fixed Account is no longer available then the associated Contract Value will be transferred into the Annual Point to Point Crediting Strategy.

You may not make transfers among either Fixed or Indexed Accounts prior to their expiration. The Fixed and Indexed Accounts are initially for a one year term.

We reserve the right in Our sole discretion to add, modify, substitute or eliminate the term lengths available for each Indexed Account, Fixed Account, or Crediting Strategy.

If You elect to transfer from a Fixed Account to an Indexed Account, an Indexed Account to a Fixed Account, or an Indexed Account to another Indexed Account with a different Index or Crediting Strategy, We must receive notice from You at Our home office, in a form satisfactory to Us, during the Transfer Period.

Withdrawals

You have the right, subject to the restrictions and charges described in this Contract, to withdraw part or all of Your Contract Value at any time during the Accumulation Phase. A withdrawal must be at least [$2500]. If any withdrawal reduces the Contract Value to less than [$3,000], We may treat the request as a withdrawal of the entire Contract Value. If You withdraw the entire Contract Value, this Contract will terminate.

Withdrawals are subject to deductions for applicable Withdrawal Charges and Taxes. Withdrawal Charges will be based on the amount of time elapsed since the Purchase Payment Start Date. A schedule of Withdrawal Charges by year is shown on the Annuity Data Page. Withdrawals are also subject to Market Value Adjustments. Each Purchase Payment Account will be subject to a separate withdrawal charge schedule and Market Value Adjustment based on the time elapsed sine the Purchase Payment Account was established.

Your Withdrawal will be withdrawn from the Contract Value associated with the earliest Purchase Payment Account first. Withdrawals will reduce Indexed Accounts and Fixed Accounts within each Purchase Payment Account on a pro rata basis.

Free Withdrawal Amount

During each Contract Year You may withdraw the Free Withdrawal Amount without incurring a Withdrawal Charge or Market Value Adjustment; however, the amount withdrawn may be subject to any applicable Taxes. The Free Withdrawal Amount is calculated for each Contract Year using the Free Withdrawal Percentage shown on the Annuity Data Page.

If You do not withdraw the entire Free Withdrawal Amount from an Account during a Contract Year, any remainder is not carried forward to increase the Free Withdrawal Amount in a subsequent Contract Year. The Free Withdrawal Amount is only available during the Accumulation Phase of the Contract. The Free Withdrawal Amount is considered a withdrawal from the oldest Purchase Payment Account.

Amounts exchanged under a partial 1035 are not included within the Free Withdrawal Amount, as such they are subject to the MVA and applicable Withdrawal Charges.

The Free Withdrawal Amount will be reduced by any withdrawal made during that Contract Year.

Withdrawal Charges

A Withdrawal Charge may be assessed on certain withdrawals from any Account. Your Withdrawal Charge table appears on the Annuity Data Page.

The Withdrawal Charge is determined for each Purchase Payment Account that the Contract Value is withdrawn from by multiplying the Withdrawal Charge Percentage by the amount of each withdrawal that exceeds the Free Withdrawal Amount for that Contract Year. Withdrawal Charges may vary based on the number of full years elapsed since the Purchase Payment Start Date.

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.

Withdrawals taken to satisfy Internal Revenue Code minimum distribution rules will reduce the Free Withdrawal Amount for the Contract. Any Withdrawal Charge and any applicable MVA will be waived on withdrawals taken to satisfy Internal Revenue Code minimum distribution rules but only to the extent the Free Withdrawal Amount has been depleted. The waiver of Withdrawal Charge under this section is permitted only for withdrawals that satisfy required distributions resulting solely from this Contract.

Subject to any such waiver of Withdrawal Charges, any withdrawals taken to satisfy Internal Revenue Code minimum distribution rules will reduce the Free Withdrawal Amount by the amount of that withdrawal.

We will apply the Withdrawal Charge percentage in effect on the date of the withdrawal, or the Withdrawal Charge percentage in effect the following day, whichever is lower.

Market Value Adjustment (MVA)

Withdrawals from an Indexed Account or a Fixed Account during the Withdrawal Charge Period will be subject to a MVA, as set forth below. The MVA may be different for each Purchase Payment Account from which Contract Value has been withdrawn.

Only the amount that exceeds the Free Withdrawal Amount for that account in the same Contract Year will have a MVA. The Market Value Adjustment may increase or decrease the amount payable to You. The Market Value Adjustment will be equal to:

$$MVA = A^* ((((1+B)/(1+C))^D)-1), \text{ where}$$

A = The Contract Value withdrawn in excess of the remaining Free Withdrawal Amount.

B = The MVA Index, computed as of the date of the Purchase Payment Start Date associated with that Withdrawal, based upon the value of specified financial instruments, as indicated in Your Annuity Data Page, of a maturity corresponding to the [original] length of the Withdrawal Charge Period.

C = The MVA 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] length of the Withdrawal Charge Period.

D = Number of whole and partial years from the current date until the end of the Withdrawal Charge Period. If D does not correspond to the length of an observed financial instrument as defined in the MVA Index, We will linearly interpolate based on the values of observed financial instruments, of maturities closest to D, to determine B and C above.

The amount payable to You on a full surrender will not be less than the Minimum Guaranteed Value.

If the publication of any component of the MVA Index is discontinued, or if the calculation of any component of the MVA 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.

Any MVA will be waived on withdrawals taken to satisfy IRS minimum distribution rules but only to the extent the cumulative Free Withdrawal Amounts have been depleted. The waiver of any MVA under this provision is permitted only for withdrawals that satisfy required distributions resulting solely from this Contract.

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 new Owner will be the Beneficiary(ies) as described in the Beneficiary section.

If there is more than one new Owner taking a share of the Death Benefit, described in the Death Benefit section, each new Owner will be treated as a separate and independent Owner of his or her respective share of the Death Benefit. Each new Owner 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 new Owner may designate a Beneficiary(ies) for his or her respective share, but that designated Beneficiary(ies) will be restricted to the Option chosen by the original new Owner.

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

Category 1. If Your spouse is the sole new Owner of the entire Contract, the Contract will continue in the Accumulation Phase, unless Your spouse chooses from Options A, B, C or D, described below.

If You were also the Annuitant, then Your spouse will be the new Annuitant, unless he or she names a new Annuitant, as described in the Annuitant section.

Category 2. If the new Owner is a living person who is not Your spouse, or if there are multiple living new Owners, the new Owner(s) must (each) choose from Options A, B, C or D, as described below. If a new Owner does not choose one of these Options, Option A will apply for such new Owner.

Category 3. If the new Owner is a corporation, trust, or other Non-Natural person, the new Owner must choose between Options A or D, described below. If the new Owner does not choose either of these Options, Option A will apply.

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

Option A. The new Owner may receive the Contract Value payable within 5 years of the date of Your death. Withdrawal Charges will be waived for any withdrawals made during this 5 year period; however, the amount withdrawn may be subject to a MVA.

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

Option B. The new Owner may elect, within 11 months of the date of Your death, to receive the Death Benefit paid out under one of the Income Plans described in the Payout Phase section, subject to the following conditions:

Income payments must begin within one year of Your date of death. Income payments must be payable:

- Over the life of the new Owner; or
- For a guaranteed payment period of at least 5 years, but not to exceed the life expectancy of the new Owner. If the life expectancy of the new Owner is less than 5 years, this Income Plan option is not available; or
- Over the life of the new Owner with a guaranteed payment period of at least 5 years, but not to exceed the life expectancy of the new Owner. If the life expectancy of the new Owner is less than 5 years, this Income Plan option is not available.

Option C. The Contract may continue in the Accumulation Phase with the Death Benefit as the Contract Value, subject to the following restrictions:

- An annual required distribution must be withdrawn in each calendar year as specified below.
- In the calendar year in which the Death Benefit is determined, the annual required distribution is equal to the Death Benefit divided by the life expectancy of the new Owner, and the result multiplied by a fraction that represents the portion of the calendar year remaining after the date of the Death Benefit were determined. In any subsequent calendar year, the annual required distribution is equal to the Contract Value as of December 31 of the prior year divided by the remaining life expectancy of the new Owner.

- The first withdrawal must occur within one year of the date of death. The new Owner may only withdraw the minimum annual required distribution amount per year or make a full withdrawal terminating the Contract.

- Withdrawal Charges and Market Value Adjustments do not apply.

- If the new Owner dies, the named Beneficiary(ies) will continue under Option C using the original new Owner's life expectancy.

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

All ownership rights subject to the conditions stated in this section or any restrictions previously placed upon the Beneficiary are available to the new Owner from the date of Your death until the date on which the Death Benefit are paid.

No additional Purchase Payments may be added to the Contract under Options A, B, C, or D after We have received the first complete request for settlement of the Death Benefit from any Owner.

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 section of this Contract.

Death of Annuitant If the Annuitant who is also the Owner dies before the Payout Start Date, the Death of Owner section 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.

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 living 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 section of this Contract; otherwise,

- The youngest Owner; otherwise,

- The youngest Beneficiary.

Category 2. If the Owner is a corporation, trust, or other Non-Natural person, the Owner must receive the Contract Value payable within 5 years of the Annuitant's date of death.

Withdrawal Charges will be waived for any withdrawals made during this 5 year period; however, the amount withdrawn may be subject to a MVA.

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

No additional Purchase Payments may be added to the Contract after We have received the first complete request for settlement of the Death Benefit from any Owner.

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 section of this Contract.

Death Benefit Before the Payout Start Date, the Death Benefit is equal to the greater of the Contract Value or the value received by the Owner upon full surrender. Withdrawal Charges do not apply to the Death Benefit. The value of the Death Benefit is calculated on the date We receive the first complete request for settlement from any Owner. For purposes of the Death of Owner Options, the date we receive Due Proof of Death will be considered the final Contract Anniversary for the purpose of calculating interest for an Indexed Account and all Indexed Account Values will be transferred to the Fixed Account for the duration of the Contract. A complete request must include due proof of death.

PAYOUT PHASE

The Payout Start Date must be at least [24] months after the Issue Date, and occur on or before the Contract Maturity Date.

The Contract Maturity Date will be the later of:

- The Contract Anniversary following the date of the [90]th birthday of the oldest Annuitant(s) named in the Contract on the Issue Date ; or
- The [10th] Anniversary of the Contract

The Contract Maturity Date can be found on the Annuity Data Page.

Income Plan The Contract Value minus 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 Guaranteed Value

Guaranteed Payment Period
We will make payments until the end of the Guaranteed Payment Period. The Guaranteed Payment Period may range from [60] to [240] months.

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.

Joint Life Income with Guaranteed Payment Period
We will make payments until the death of both the Annuitant and Joint 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 Oldest Annuitant is age [90] or older on the Payout Start Date, the Guaranteed Payment Period may range from [60] to [240] months.

We may offer additional Income Plans. We reserve the right to remove Income Plans.

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

- If no Purchase Payment has been received for two Contract years, and if the Contract Value is less than [$3,000] when it is applied to the Income Plan You choose, or if the Contract 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 Contract Value minus any applicable Taxes 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 or joint 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 new Owner will be the Beneficiary(ies) as described in the Beneficiary section. Any remaining income payments will be paid to the new Owner as scheduled.

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 Contract endorsements and 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 any Purchase Payments, minus any withdrawals. If your Contract is voided, You will not receive any accrued interest or any applicable Purchase Payment Bonus.

Unless otherwise specified, all references in this Contract to days, months, or years shall mean calendar days, months or years.

Only Our 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 Internal Revenue Code or as required by any other applicable law, or as otherwise permitted by the terms of this Contract.

Incontestability Except as provided in the Entire Contract section above, this Contract will be incontestable after it has been in force during Your lifetime for a period of two years from the Issue Date.

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 reporting Contract Values. The effective date of the information in the annual statement will not be more than two months before the date of the mailing. We will

provide You with Contract Value information at any time upon Your request. 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 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, 2012]

Contract Maturity Date:.....[May 1, 2063]

Withdrawal Charge Period:..... [10 Years]

MVA Index: [[x] Year U.S. Constant Maturity Treasury plus the Option Adjusted Spread of the Barclays Capital U.S. Corporate Investment Grade Index]

MVA Index Value as of the Issue Date……[0.0%]

Tax Qualification: .....[IRA]

Owner: ..... [John Doe]

[Joint Owner:..... [Jane Doe]]

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

[Joint 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

Initial Purchase Payment:.....[$25,000.00]
[Annual Point to Point . . . .$5,000]
[Annual Point to Point with Low Water Mark . . . . . $5,000]
[Annual Point to Point with Monthly Averaging . . . . $5,000]
[Monthly Cap . . . .$5,000]
[Fixed Account . . . .$5,000]

[Initial Purchase Payment Bonus:.....[6.00%] of Initial Purchase Payment]

[Initial Purchase Payment Bonus Vesting Schedule:
Full Years Elapsed since Initial Purchase Payment Start Date

:	[0	1	2	3	4	5	6	7	8	9	10& Later]
Percentage:	[0%	10%	20%	30%	40%	50%	60%	70%	80%	90%	100%]

Index: . . . . [The Standard and Poor's 500 Index]

Index Value as of Issue Date: . . . . [1,000.00]

CAPS AND FLOOR FOR INITIAL INDEXED ACCOUNTS

[Indexed Account for Initial Contract Year]	Initial Part. Rate	Cap	[Bailout]	Minimum Cap on Renewal*	Floor
[Annual Point to Point]	[100%]	[3.00%]	[1.00%]	[1.00%]	[0.00%]
[Annual Point to Point with Low Water Mark]	[100%]	[3.00%]	[1.00%]	[1.00%]	[0.00%]
[Annual Point to Point with Monthly Average]	[100%]	[3.00%]	[1.00%]	[1.00%]	[0.00%]
[Monthly Cap]	[100%]	[3.00%]	[1.00%]	[1.00%]	[0.00%]

[*Your Minimum Cap on Renewal only applies during the Withdrawal Charge period.]

[Initial One Year Fixed Account Annualized Effective Interest Rate . . . . . [1.00%]

Fixed Account Minimum Guaranteed Annualized Effective Interest Rate
[For Contract Years 1-10] . . . . . [0.00 - 3.00%]
[For Contract Years 11 & Later] . . . . . [0.00 - 3.00%]

Minimum Guaranteed Value Rate
[For Contract Years 1-10] . . . . . [0.00 - 3.00%]
[For Contract Years 11 & Later] . . . . . [0.00 - 3.00%]

WITHDRAWAL INFORMATION

Free Withdrawal Amount Percentage:..... [10%]

Withdrawal Charge Schedule:
Number of Full years Elapsed since the Purchase Payment Start Date:

	[1	2	3	4	5	6	7	8	9	10	11& Later]
Percentage:	[10%	10%	9%	9%	8%	8%	7%	6%	5%	4%	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 [1-800-632-3492].

Allstate Life Insurance Company

A Stock Company

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

Limited Flexible Premium Deferred Indexed Annuity Contract

This Contract is issued to the Owner in consideration of the initial Purchase Payment. Allstate Life Insurance Company 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 Insurance Company.

Contract Summary
This limited flexible premium deferred indexed annuity provides a Free Withdrawal Amount and a Death Benefit during the Accumulation Phase, and periodic income payments beginning on the Payout Start Date during the Payout Phase.

The withdrawal benefit may be subject to a Market Value Adjustment which may result in an upward or downward adjustment of the amount distributed.

This Contract does not pay dividends.

The Tax status of this Contract as it applies to the Owner 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 any Purchase Payments less any withdrawals.

Susan L. Lees
Secretary

Matthew E. Winter
President and Chief Executive Officer

Limited Flexible Premium Deferred Indexed Annuity

TABLE OF CONTENTS

DEFINITIONS…… ……3

THE PERSONS INVOLVED IN THIS CONTRACT ……5

ACCUMULATION PHASE ……7

PAYMENTS UPON DEATH ……10

PAYOUT PHASE …… 13

INCOME PAYMENT TABLES ……14

GENERAL PROVISIONS ……15

DEFINITIONS

Accumulation Phase: The period of this Contract that begins on the Issue Date and continues until the Payout Start Date.

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: A Primary Beneficiary, a Contingent Beneficiary or a Vested Beneficiary.

Cap: The highest percentage by which the Contract Value of the corresponding Indexed Account may be increased during the Contract Year. The Cap may decrease or increase on each Purchase Payment Anniversary and may vary based the number of years elapsed since the Purchase Payment Start Date, Contract Value and/or Purchase Payment.

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 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 Value: The Purchase Payment(s); plus interest credited; minus any withdrawals, Taxes, and previous withdrawals

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

Crediting Strategy: Method of crediting interest for Indexed Accounts.

Death Benefit: The amount payable upon the death of an Owner, or Annuitant if the Owner is Non-Natural, to the surviving Owner or, if none, the Beneficiary.

Floor: The lowest rate of interest that may be credited to the Contract Value of the corresponding Indexed Account during that Purchase Payment Year.

Fixed Account: An account whose fund performance is based on a fixed interest rate set by Us.

Fixed Account Value: Any amounts allocated to a Fixed Account, whether by Purchase Payment or by transfer from an expiring Fixed Account or an expiring Indexed Account to a new Fixed Account; plus credited interest; minus any withdrawals, Taxes and previous withdrawals.

Free Withdrawal Amount: The Free Withdrawal Amount is equal to the Free Withdrawal Amount Percentage that is shown on Your Annuity Data Page, multiplied by Your Contract Value immediately before You make the first withdrawal from any Fixed or Indexed Account in that Contract Year.

Free Withdrawal Amount Percentage: The percentage of Contract Value that may be withdrawn each Contract Year without Withdrawal Charges or Market Value Adjustments. This percentage is shown on the Annuity Data Page.

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

Index: The Index(es) shown on the Annuity Data Page, used to calculate Performance of the initial Indexed Account.

Indexed Account: An account whose fund performance is based on a publicly traded Index.

Indexed Account Value: Any amounts allocated to the Indexed Account whether by Purchase Payment or by transfer from an expiring Indexed Account or an expiring Fixed Account to a new Indexed Account; plus interest which is credited to the Indexed Account on the day the Indexed Account expires; minus any withdrawals, Taxes or Withdrawal Charges on previous withdrawals.

Issue Date: The date this Contract becomes effective; shown on your Annuity Date Page.

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

Market Value Adjustment ("MVA"): An increase or decrease in the amount withdrawn reflecting changes in the level of interest rates since the Withdrawal Charge Period was established.

Minimum Guaranteed Value: The Minimum Guaranteed Value is equal to [87.5%] of Your Purchase Payments accumulated at the Minimum Guaranteed Value Rate from the date the Purchase Payment was applied to the contract; minus Withdrawals accumulated at the Minimum Guaranteed Value Rate from the date of withdrawal; minus The cumulative amount of fees and charges associated with this Contract or any riders attached to the Contract; minus any applicable Taxes. Accumulation occurs at a daily rate of interest which compounds over one year to the Minimum Guaranteed Value Rate.

MVA Index: The index(es) identified as such on the Annuity Data Page. The index(es) used for calculation of the Market Value Adjustment.

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.

Participation Rate: The percentage used to calculate the credited interest for an Indexed Account. The Participation Rate for your initial Purchase Payment Account is shown on the Annuity Data Page.

Performance: On any given date, the change in value of an Indexed Account during the current Contract Year.

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 Owner.

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

Purchase Payment Anniversary: The Anniversary of the date a subsequent Purchase Payment was applied to the Contract.

Purchase Payment Start Date: The date a Purchase Payment is applied to the Contract.

Purchase Payment Year: A 365 day period (366 days for a leap year) beginning on the day a Purchase Payment is applied to the Contract.

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

Transfer: The allocation of funds from one Fixed or Indexed Account to another.

Transfer Period: The period of time prior to a Purchase Payment Anniversary that you may transfer Contract Value between Fixed and Indexed Accounts within a Purchase Payment Account. The transfer period begins [30] days prior to the Purchase Payment Anniversary and ends [5 days prior to] the Purchase Payment Anniversary.

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.

Withdrawal Charge: A percentage charge that may be assessed on withdrawals of Contract Value in excess of the Free Withdrawal Amount**.**

Withdrawal Charge Period: The time under the Contract for which Withdrawal Charges and MVA will be applied to any withdrawals in excess of the Free 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 unless specifically permitted by the contract. Ownership changes between a grantor and their grantor trust are permitted. Ownership changes between spouses are permitted.

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.

You may assign a partial absolute interest in this Contract for purposes of qualifying an exchange under Section 1035 of the Internal Revenue Code. You must do so in writing. We are bound by an assignment only if it is signed by the assignor and filed with Us. No such assignment is binding on Us until We receive it. When We receive it, Your rights and those of the Beneficiary will be subject to the assignment. We are not responsible for the validity or Tax consequences of the partial absolute assignment.

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. 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.

Joint Annuitant

The Joint Annuitant must be a Natural Person. There may only be one Joint Annuitant on the Contract at any time.

If the Owner is a Natural Person, the Owner may change the Joint Annuitant before the Payout Start Date by written request in a timely manner, in a form satisfactory to Us. Once We accept a change, it takes effect on the date You signed the request. If the Owner is a Non-Natural Person, the Joint Annuitant is not permitted.

Beneficiary

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:

- Your spouse (or person of equivalent legal status based on applicable state law); or if he or she is no longer living,
- Your surviving children equally; or if You have no surviving children,
- 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 begins on the Issue Date upon receipt of the first Purchase Payment. The amount of the first Purchase Payment is shown on the Annuity Data Page. Additional Purchase Payments may be made during the Accumulation Phase for the first [24] months after the Issue Date.

We reserve the right to limit the amount of any subsequent Purchase Payment We accept to be no less than [$5,000] and the amount of aggregate Purchase Payments to not exceed [$1,000,000] except with Our prior written approval. We reserve the right to restrict or limit the amount of additional Purchase Payments into your contract. If the Contract Value on any Contract Anniversary is less than [$20,000] a policy fee of [$50] will be deducted from the Contract Value.

The Purchase Payment(s) may be allocated between Fixed Accounts and Indexed Accounts available to you at the time the Purchase Payment is applied. Your Contract will reflect the Performance of these Fixed and Indexed Accounts. Your initial Fixed and Indexed Account(s), if selected, are established on the Issue Date and shown on the Annuity Data Page. The minimum amount to establish either a Fixed Account or an Indexed Account is [$3000]. The minimum amount in a Fixed or Indexed Account must be at least [$3000] at the beginning of a Purchase Payment Year.

New Fixed Accounts or Indexed Accounts are established within Purchase Payment Accounts when:

- You allocate a portion of a subsequent Purchase Payment to establish a new Fixed or Indexed Account
- You elect or are deemed to have elected to transfer the value of an expiring Fixed or Indexed Account to establish a new Fixed or Indexed Account within a Purchase Payment Account

We reserve the right to establish and modify the terms and conditions for making Purchase Payments to, withdrawals from, and transfers to or from any of the Fixed or Indexed Accounts.
Any premium Tax and any other applicable Taxes relating to this Contract may be deducted from Purchase Payments or the Contract Value when the Tax is incurred or at a later time.

Purchase Payment Accounts

Each Purchase Payment creates a Purchase Payment Account. You may allocate your Purchase Payment into available Fixed Accounts and Indexed Accounts on the Purchase Payment Start Date. If you do not elect an allocation then the Contract Value associated with the Purchase Payment will be transferred automatically into new accounts with the same crediting strategies as the most recent allocation. If an Indexed Account or Fixed Account is no longer available, or there was not a previous allocation, then the associated Contract Value will be transferred into the Annual Point to Point Crediting Strategy.

During Your Transfer Period, you may reallocate the Contract Value from expiring Indexed Accounts and Fixed Accounts into available Indexed and Fixed Accounts. Such transfers will be effective on the next Purchase Payment Anniversary.

Fixed Accounts

The Fixed Account Value will accumulate at an Annual Effective Interest Rate declared by Us when the corresponding Fixed Account was established. Annual Effective Interest Rates will vary by Fixed Account. The interest will be credited daily at a rate which compounds over one year and will equal the Annualized Effective Interest Rate We set for that Fixed Account. The Annualized Effective Interest Rate for any Fixed Account established on the Issue Date of the Contract is shown on the Annuity Data Page.

Annual Effective Interest Rates will be declared by Us at each Purchase Payment Anniversary. This interest rate will never be less than the Fixed Account Minimum Guaranteed Annualized Effective Interest Rate as shown on the Annuity Data Page.

We reserve the right to not establish new Fixed Accounts.

Indexed Accounts

The Indexed Account Value will accumulate to reflect the performance of one or more specified, established index(es), subject to a stated Cap and Floor. Interest for Indexed Account will be credited based on the Crediting Strategy You selected.

Annual Point to Point Crediting Strategy

Interest will be credited to Your Indexed Account at the end of the Purchase Payment Year. Interest will not be credited on any other day of the Contract Year. Interest in a Contract Year will equal:

$$X * \text{Maximum}(U \ , \ \text{Minimum} (V , (P * (Y/Z - 1))))$$

Where:

P = The Participation Rate of the Indexed Account

U = The Floor of the Indexed Account

V= The Cap of the Indexed Account

X = The Indexed Account Value at the expiration of the Indexed Account before interest is credited.

Y = The Index value on the expiration date of the Index Account

Z = The Index value on the date prior to the Index Account being established

For initial Purchase Payment allocations, the Cap and the Floor for the Indexed Account are shown on the Annuity Data Page. The Cap may change on each Purchase Payment Anniversary and may vary based on the Contract Year and Contract Value. The minimum Cap that applies during the Withdrawal Charge period is shown on the Annuity Data Page.

The Index value at time of calculation means the end of the calculation date. If a calculation day is a day when the Index does not trade, the Index value will be the Index value at close of the previous day when the underlying index was active and trades occurred.

The Index is shown on the Annuity Data Page. If the publication of an Index is discontinued, or the calculation of an Index is changed substantially, We will substitute a suitable Index and notify You.

Additional Crediting Strategies available at issue are attached by Rider to this Contract. The Crediting Strategy(ies) You elected for the Index Accounts at issue are shown on the Annuity Data Page. A new Indexed Account is established every time money is applied to or transferred into a Crediting Strategy. Crediting Strategy(ies) can be changed effective each Purchase Payment Anniversary, subject to the limitations in the attached Riders.

We reserve the right in Our sole discretion to add, modify, substitute, or eliminate any Crediting Strategy.

Transfers

Upon expiration of each Indexed and Fixed Account you must transfer the associated Contract Value into a new Indexed or Fixed Account. You may request transfers to currently available Fixed and Indexed Accounts during the transfer period prior to the expiration of your current Fixed or Indexed Account. Contract Value that remains allocated to an Indexed Account of the same Crediting Strategy as the expiring Indexed Account is deemed a transfer. Contract Value that remains allocated to a Fixed Account of the same Crediting Strategy as the expiring Fixed Account is deemed a transfer.

If you do not elect a transfer then the Contract Value associated with expiring Fixed and Indexed Accounts will be transferred automatically into new accounts with the same crediting strategies as previously allocated. If an Indexed Account or Fixed Account is no longer available then the associated Contract Value will be transferred into the Annual Point to Point Crediting Strategy.

You may not make transfers among either Fixed or Indexed Accounts prior to their expiration. The Fixed and Indexed Accounts are initially for a one year term.

We reserve the right in Our sole discretion to add, modify, substitute or eliminate the term lengths available for each Indexed Account, Fixed Account, or Crediting Strategy.

If You elect to transfer from a Fixed Account to an Indexed Account, an Indexed Account to a Fixed Account, or an Indexed Account to another Indexed Account with a different Index or Crediting Strategy, We must receive notice from You at Our home office, in a form satisfactory to Us, during the Transfer Period.

Withdrawals

You have the right, subject to the restrictions and charges described in this Contract, to withdraw part or all of Your Contract Value at any time during the Accumulation Phase. A withdrawal must be at least [$2500]. If any withdrawal reduces the Contract Value to less than [$3,000], We may treat the request as a withdrawal of the entire Contract Value. If You withdraw the entire Contract Value, this Contract will terminate.

Withdrawals are subject to deductions for applicable Withdrawal Charges and Taxes. Withdrawal Charges will be based on the amount of time elapsed since the Purchase Payment Start Date. A schedule of Withdrawal Charges by year is shown on the Annuity Data Page. Withdrawals are also subject to Market Value Adjustments. Each Purchase Payment Account will be subject to a separate withdrawal charge schedule and Market Value Adjustment based on the time elapsed sine the Purchase Payment Account was established.

Your Withdrawal will be withdrawn from the Contract Value associated with the earliest Purchase Payment Account first. Withdrawals will reduce Indexed Accounts and Fixed Accounts within each Purchase Payment Account on a pro rata basis.

Free Withdrawal Amount

During each Contract Year You may withdraw the Free Withdrawal Amount without incurring a Withdrawal Charge or Market Value Adjustment; however, the amount withdrawn may be subject to any applicable Taxes. The Free Withdrawal Amount is calculated for each Contract Year using the Free Withdrawal Percentage shown on the Annuity Data Page.

If You do not withdraw the entire Free Withdrawal Amount from an Account during a Contract Year, any remainder is not carried forward to increase the Free Withdrawal Amount in a subsequent Contract Year. The Free Withdrawal Amount is only available during the Accumulation Phase of the Contract. The Free Withdrawal Amount is considered a withdrawal from the oldest Purchase Payment Account.

Amounts exchanged under a partial 1035 are not included within the Free Withdrawal Amount, as such they are subject to the MVA and applicable Withdrawal Charges.

The Free Withdrawal Amount will be reduced by any withdrawal made during that Contract Year.

Withdrawal Charges

A Withdrawal Charge may be assessed on certain withdrawals from any Account. Your Withdrawal Charge table appears on the Annuity Data Page.

The Withdrawal Charge is determined for each Purchase Payment Account that the Contract Value is withdrawn from by multiplying the Withdrawal Charge Percentage by the amount of each withdrawal that exceeds the Free Withdrawal Amount for that Contract Year. Withdrawal Charges may vary based on the number of full years elapsed since the Purchase Payment Start Date.

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.

Withdrawals taken to satisfy Internal Revenue Code minimum distribution rules will reduce the Free Withdrawal Amount for the Contract. Any Withdrawal Charge and any applicable MVA will be waived on withdrawals taken to satisfy Internal Revenue Code minimum distribution rules but only to the extent the Free Withdrawal Amount has been depleted. The waiver of Withdrawal Charge under this section is permitted only for withdrawals that satisfy required distributions resulting solely from this Contract.

Subject to any such waiver of Withdrawal Charges, any withdrawals taken to satisfy Internal Revenue Code minimum distribution rules will reduce the Free Withdrawal Amount by the amount of that withdrawal.

We will apply the Withdrawal Charge percentage in effect on the date of the withdrawal, or the Withdrawal Charge percentage in effect the following day, whichever is lower.

Market Value Adjustment (MVA)

Withdrawals from an Indexed Account or a Fixed Account during the Withdrawal Charge Period will be subject to a MVA, as set forth below. The MVA may be different for each Purchase Payment Account from which Contract Value has been withdrawn.

Only the amount that exceeds the Free Withdrawal Amount for that account in the same Contract Year will have a MVA. The Market Value Adjustment may increase or decrease the amount payable to You. The Market Value Adjustment will be equal to:

$$MVA = A^* ((((1+B)/(1+C))^D)-1), \text{ where}$$

A = The Contract Value withdrawn in excess of the remaining Free Withdrawal Amount.

B = The MVA Index, computed as of the date of the Purchase Payment Start Date associated with that Withdrawal, based upon the value of specified financial instruments, as indicated in Your Annuity Data Page, of a maturity corresponding to the [original] length of the Withdrawal Charge Period.

C = The MVA 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] length of the Withdrawal Charge Period.

D = Number of whole and partial years from the current date until the end of the Withdrawal Charge Period. If D does not correspond to the length of an observed financial instrument as defined in the MVA Index, We will linearly interpolate based on the values of observed financial instruments, of maturities closest to D, to determine B and C above.

The amount payable to You on a full surrender will not be less than the Minimum Guaranteed Value.

If the publication of any component of the MVA Index is discontinued, or if the calculation of any component of the MVA 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.

Any MVA will be waived on withdrawals taken to satisfy IRS minimum distribution rules but only to the extent the cumulative Free Withdrawal Amounts have been depleted. The waiver of any MVA under this provision is permitted only for withdrawals that satisfy required distributions resulting solely from this Contract.

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 new Owner will be the Beneficiary(ies) as described in the Beneficiary section.

If there is more than one new Owner taking a share of the Death Benefit, described in the Death Benefit section, each new Owner will be treated as a separate and independent Owner of his or her respective share of the Death Benefit. Each new Owner 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 new Owner may designate a Beneficiary(ies) for his or her respective share, but that designated Beneficiary(ies) will be restricted to the Option chosen by the original new Owner.

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

Category 1. If Your spouse is the sole new Owner of the entire Contract, the Contract will continue in the Accumulation Phase, unless Your spouse chooses from Options A, B, C or D, described below.

If You were also the Annuitant, then Your spouse will be the new Annuitant, unless he or she names a new Annuitant, as described in the Annuitant section.

Category 2. If the new Owner is a living person who is not Your spouse, or if there are multiple living new Owners, the new Owner(s) must (each) choose from Options A, B, C or D, as described below. If a new Owner does not choose one of these Options, Option A will apply for such new Owner.

Category 3. If the new Owner is a corporation, trust, or other Non-Natural person, the new Owner must choose between Options A or D, described below. If the new Owner does not choose either of these Options, Option A will apply.

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

Option A. The new Owner may receive the Contract Value payable within 5 years of the date of Your death. Withdrawal Charges will be waived for any withdrawals made during this 5 year period; however, the amount withdrawn may be subject to a MVA.

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

Option B. The new Owner may elect, within 11 months of the date of Your death, to receive the Death Benefit paid out under one of the Income Plans described in the Payout Phase section, subject to the following conditions:

Income payments must begin within one year of Your date of death. Income payments must be payable:

- Over the life of the new Owner; or
- For a guaranteed payment period of at least 5 years, but not to exceed the life expectancy of the new Owner. If the life expectancy of the new Owner is less than 5 years, this Income Plan option is not available; or
- Over the life of the new Owner with a guaranteed payment period of at least 5 years, but not to exceed the life expectancy of the new Owner. If the life expectancy of the new Owner is less than 5 years, this Income Plan option is not available.

Option C. The Contract may continue in the Accumulation Phase with the Death Benefit as the Contract Value, subject to the following restrictions:

- An annual required distribution must be withdrawn in each calendar year as specified below.
- In the calendar year in which the Death Benefit is determined, the annual required distribution is equal to the Death Benefit divided by the life expectancy of the new Owner, and the result multiplied by a fraction that represents the portion of the calendar year remaining after the date of the Death Benefit were determined. In any subsequent calendar year, the annual required distribution is equal to the Contract Value as of December 31 of the prior year divided by the remaining life expectancy of the new Owner.

- The first withdrawal must occur within one year of the date of death. The new Owner may only withdraw the minimum annual required distribution amount per year or make a full withdrawal terminating the Contract.

- Withdrawal Charges and Market Value Adjustments do not apply.

- If the new Owner dies, the named Beneficiary(ies) will continue under Option C using the original new Owner's life expectancy.

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

All ownership rights subject to the conditions stated in this section or any restrictions previously placed upon the Beneficiary are available to the new Owner from the date of Your death until the date on which the Death Benefit are paid.

No additional Purchase Payments may be added to the Contract under Options A, B, C, or D after We have received the first complete request for settlement of the Death Benefit from any Owner.

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 section of this Contract.

Death of Annuitant If the Annuitant who is also the Owner dies before the Payout Start Date, the Death of Owner section 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.

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 living 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 section of this Contract; otherwise,

- The youngest Owner; otherwise,

- The youngest Beneficiary.

Category 2. If the Owner is a corporation, trust, or other Non-Natural person, the Owner must receive the Contract Value payable within 5 years of the Annuitant's date of death.

Withdrawal Charges will be waived for any withdrawals made during this 5 year period; however, the amount withdrawn may be subject to a MVA.

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

No additional Purchase Payments may be added to the Contract after We have received the first complete request for settlement of the Death Benefit from any Owner.

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 section of this Contract.

Death Benefit Before the Payout Start Date, the Death Benefit is equal to the greater of the Contract Value or the value received by the Owner upon full surrender. Withdrawal Charges do not apply to the Death Benefit. The value of the Death Benefit is calculated on the date We receive the first complete request for settlement from any Owner. For purposes of the Death of Owner Options, the date we receive Due Proof of Death will be considered the final Contract Anniversary for the purpose of calculating interest for an Indexed Account and all Indexed Account Values will be transferred to the Fixed Account for the duration of the Contract. A complete request must include due proof of death.

PAYOUT PHASE

The Payout Start Date must be at least [24] months after the Issue Date, and occur on or before the Contract Maturity Date.

The Contract Maturity Date will be the later of:

- The Contract Anniversary following the date of the [90]th birthday of the oldest Annuitant(s) named in the Contract on the Issue Date ; or
- The [10th] Anniversary of the Contract

The Contract Maturity Date can be found on the Annuity Data Page.

Income Plan The Contract Value minus 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 Guaranteed Value

Guaranteed Payment Period
We will make payments until the end of the Guaranteed Payment Period. The Guaranteed Payment Period may range from [60] to [240] months.

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.

Joint Life Income with Guaranteed Payment Period
We will make payments until the death of both the Annuitant and Joint 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 Oldest Annuitant is age [90] or older on the Payout Start Date, the Guaranteed Payment Period may range from [60] to [240] months.

We may offer additional Income Plans. We reserve the right to remove Income Plans.

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

- If no Purchase Payment has been received for two Contract years, and if the Contract Value is less than [$3,000] when it is applied to the Income Plan You choose, or if the Contract 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 Contract Value minus any applicable Taxes 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 or joint 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 new Owner will be the Beneficiary(ies) as described in the Beneficiary section. Any remaining income payments will be paid to the new Owner as scheduled.

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 Contract endorsements and 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 any Purchase Payments, minus any withdrawals. If your Contract is voided, You will not receive any accrued interest or any applicable Purchase Payment Bonus.

Unless otherwise specified, all references in this Contract to days, months, or years shall mean calendar days, months or years.

Only Our 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 Internal Revenue Code or as required by any other applicable law, or as otherwise permitted by the terms of this Contract.

Incontestability Except as provided in the Entire Contract section above, this Contract will be incontestable after it has been in force during Your lifetime for a period of two years from the Issue Date.

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 reporting Contract Values. The effective date of the information in the annual statement will not be more than two months before the date of the mailing. We will

provide You with Contract Value information at any time upon Your request. 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 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, 2012]

Contract Maturity Date:.....[May 1, 2063]

Withdrawal Charge Period:..... [10 Years]

MVA Index: [[x] Year U.S. Constant Maturity Treasury plus the Option Adjusted Spread of the Barclays Capital U.S. Corporate Investment Grade Index]

MVA Index Value as of the Issue Date……[0.0%]

Tax Qualification: .....[IRA]

Owner: ..... [John Doe]

[Joint Owner:..... [Jane Doe]]

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

[Joint 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

Initial Purchase Payment:.....[$25,000.00]
[Annual Point to Point . . . .$5,000]
[Annual Point to Point with Low Water Mark . . . . . $5,000]
[Annual Point to Point with Monthly Averaging . . . . $5,000]
[Monthly Cap . . . .$5,000]
[Fixed Account . . . .$5,000]

[Initial Purchase Payment Bonus:.....[6.00%] of Initial Purchase Payment]

[Initial Purchase Payment Bonus Vesting Schedule:
Full Years Elapsed since Initial Purchase Payment Start Date

:	[0	1	2	3	4	5	6	7	8	9	10& Later]
Percentage:	[0%	10%	20%	30%	40%	50%	60%	70%	80%	90%	100%]

Index: . . . . [The Standard and Poor's 500 Index]

Index Value as of Issue Date: . . . . [1,000.00]

CAPS AND FLOOR FOR INITIAL INDEXED ACCOUNTS

[Indexed Account for Initial Contract Year]	Initial Part. Rate	Cap	[Bailout]	Minimum Cap on Renewal*	Floor
[Annual Point to Point]	[100%]	[3.00%]	[1.00%]	[1.00%]	[0.00%]
[Annual Point to Point with Low Water Mark]	[100%]	[3.00%]	[1.00%]	[1.00%]	[0.00%]
[Annual Point to Point with Monthly Average]	[100%]	[3.00%]	[1.00%]	[1.00%]	[0.00%]
[Monthly Cap]	[100%]	[3.00%]	[1.00%]	[1.00%]	[0.00%]

[*Your Minimum Cap on Renewal only applies during the Withdrawal Charge period.]

[Initial One Year Fixed Account Annualized Effective Interest Rate . . . . . [1.00%]

Fixed Account Minimum Guaranteed Annualized Effective Interest Rate
[For Contract Years 1-10] . . . . . [0.00 - 3.00%]
[For Contract Years 11 & Later] . . . . . [0.00 - 3.00%]

Minimum Guaranteed Value Rate
[For Contract Years 1-10] . . . . . [0.00 - 3.00%]
[For Contract Years 11 & Later] . . . . . [0.00 - 3.00%]

WITHDRAWAL INFORMATION

Free Withdrawal Amount Percentage:..... [10%]

Withdrawal Charge Schedule:
Number of Full years Elapsed since the Purchase Payment Start Date:

	[1	2	3	4	5	6	7	8	9	10	11& Later]
Percentage:	[10%	10%	9%	9%	8%	8%	7%	6%	5%	4%	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 [1-800-632-3492].

Allstate Life Insurance Company

A Stock Company

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

Limited Flexible Premium Deferred Indexed Annuity Contract

This Contract is issued to the Owner in consideration of the initial Purchase Payment. Allstate Life Insurance Company 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 Insurance Company.

Contract Summary
This limited flexible premium deferred indexed annuity provides a Free Withdrawal Amount and a Death Benefit during the Accumulation Phase, and periodic income payments beginning on the Payout Start Date during the Payout Phase.

The withdrawal benefit may be subject to a Market Value Adjustment which may result in an upward or downward adjustment of the amount distributed.

This Contract does not pay dividends.

The Tax status of this Contract as it applies to the Owner 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 any Purchase Payments less any withdrawals.

Susan L. Lees
Secretary

Matthew E. Winter
President and Chief Executive Officer

Limited Flexible Premium Deferred Indexed Annuity

TABLE OF CONTENTS

DEFINITIONS…… ……3

THE PERSONS INVOLVED IN THIS CONTRACT ……5

ACCUMULATION PHASE ……7

PAYMENTS UPON DEATH ……10

PAYOUT PHASE …… 13

INCOME PAYMENT TABLES ……14

GENERAL PROVISIONS ……15

DEFINITIONS

Accumulation Phase: The period of this Contract that begins on the Issue Date and continues until the Payout Start Date.

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: A Primary Beneficiary, a Contingent Beneficiary or a Vested Beneficiary.

Cap: The highest percentage by which the Contract Value of the corresponding Indexed Account may be increased during the Contract Year. The Cap may decrease or increase on each Purchase Payment Anniversary and may vary based the number of years elapsed since the Purchase Payment Start Date, Contract Value and/or Purchase Payment.

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 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 Value: The Purchase Payment(s); plus interest credited; minus any withdrawals, Taxes, and previous withdrawals

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

Crediting Strategy: Method of crediting interest for Indexed Accounts.

Death Benefit: The amount payable upon the death of an Owner, or Annuitant if the Owner is Non-Natural, to the surviving Owner or, if none, the Beneficiary.

Floor: The lowest rate of interest that may be credited to the Contract Value of the corresponding Indexed Account during that Purchase Payment Year.

Fixed Account: An account whose fund performance is based on a fixed interest rate set by Us.

Fixed Account Value: Any amounts allocated to a Fixed Account, whether by Purchase Payment or by transfer from an expiring Fixed Account or an expiring Indexed Account to a new Fixed Account; plus credited interest; minus any withdrawals, Taxes and previous withdrawals.

Free Withdrawal Amount: The Free Withdrawal Amount is equal to the Free Withdrawal Amount Percentage that is shown on Your Annuity Data Page, multiplied by Your Contract Value immediately before You make the first withdrawal from any Fixed or Indexed Account in that Contract Year.

Free Withdrawal Amount Percentage: The percentage of Contract Value that may be withdrawn each Contract Year without Withdrawal Charges or Market Value Adjustments. This percentage is shown on the Annuity Data Page.

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

Index: The Index(es) shown on the Annuity Data Page, used to calculate Performance of the initial Indexed Account.

Indexed Account: An account whose fund performance is based on a publicly traded Index.

Indexed Account Value: Any amounts allocated to the Indexed Account whether by Purchase Payment or by transfer from an expiring Indexed Account or an expiring Fixed Account to a new Indexed Account; plus interest which is credited to the Indexed Account on the day the Indexed Account expires; minus any withdrawals, Taxes or Withdrawal Charges on previous withdrawals.

Issue Date: The date this Contract becomes effective; shown on your Annuity Date Page.

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

Market Value Adjustment ("MVA"): An increase or decrease in the amount withdrawn reflecting changes in the level of interest rates since the Withdrawal Charge Period was established.

Minimum Guaranteed Value: The Minimum Guaranteed Value is equal to [87.5%] of Your Purchase Payments accumulated at the Minimum Guaranteed Value Rate from the date the Purchase Payment was applied to the contract; minus Withdrawals accumulated at the Minimum Guaranteed Value Rate from the date of withdrawal; minus The cumulative amount of fees and charges associated with this Contract or any riders attached to the Contract; minus any applicable Taxes. Accumulation occurs at a daily rate of interest which compounds over one year to the Minimum Guaranteed Value Rate.

MVA Index: The index(es) identified as such on the Annuity Data Page. The index(es) used for calculation of the Market Value Adjustment.

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.

Participation Rate: The percentage used to calculate the credited interest for an Indexed Account. The Participation Rate for your initial Purchase Payment Account is shown on the Annuity Data Page.

Performance: On any given date, the change in value of an Indexed Account during the current Contract Year.

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 Owner.

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

Purchase Payment Anniversary: The Anniversary of the date a subsequent Purchase Payment was applied to the Contract.

Purchase Payment Start Date: The date a Purchase Payment is applied to the Contract.

Purchase Payment Year: A 365 day period (366 days for a leap year) beginning on the day a Purchase Payment is applied to the Contract.

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

Transfer: The allocation of funds from one Fixed or Indexed Account to another.

Transfer Period: The period of time prior to a Purchase Payment Anniversary that you may transfer Contract Value between Fixed and Indexed Accounts within a Purchase Payment Account. The transfer period begins [30] days prior to the Purchase Payment Anniversary and ends [5 days prior to] the Purchase Payment Anniversary.

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.

Withdrawal Charge: A percentage charge that may be assessed on withdrawals of Contract Value in excess of the Free Withdrawal Amount**.**

Withdrawal Charge Period: The time under the Contract for which Withdrawal Charges and MVA will be applied to any withdrawals in excess of the Free 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 unless specifically permitted by the contract. Ownership changes between a grantor and their grantor trust are permitted. Ownership changes between spouses are permitted.

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.

You may assign a partial absolute interest in this Contract for purposes of qualifying an exchange under Section 1035 of the Internal Revenue Code. You must do so in writing. We are bound by an assignment only if it is signed by the assignor and filed with Us. No such assignment is binding on Us until We receive it. When We receive it, Your rights and those of the Beneficiary will be subject to the assignment. We are not responsible for the validity or Tax consequences of the partial absolute assignment.

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. 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.

Joint Annuitant

The Joint Annuitant must be a Natural Person. There may only be one Joint Annuitant on the Contract at any time.

If the Owner is a Natural Person, the Owner may change the Joint Annuitant before the Payout Start Date by written request in a timely manner, in a form satisfactory to Us. Once We accept a change, it takes effect on the date You signed the request. If the Owner is a Non-Natural Person, the Joint Annuitant is not permitted.

Beneficiary

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:

- Your spouse (or person of equivalent legal status based on applicable state law); or if he or she is no longer living,
- Your surviving children equally; or if You have no surviving children,
- 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 begins on the Issue Date upon receipt of the first Purchase Payment. The amount of the first Purchase Payment is shown on the Annuity Data Page. Additional Purchase Payments may be made during the Accumulation Phase for the first [24] months after the Issue Date.

We reserve the right to limit the amount of any subsequent Purchase Payment We accept to be no less than [$5,000] and the amount of aggregate Purchase Payments to not exceed [$1,000,000] except with Our prior written approval. We reserve the right to restrict or limit the amount of additional Purchase Payments into your contract. If the Contract Value on any Contract Anniversary is less than [$20,000] a policy fee of [$50] will be deducted from the Contract Value.

The Purchase Payment(s) may be allocated between Fixed Accounts and Indexed Accounts available to you at the time the Purchase Payment is applied. Your Contract will reflect the Performance of these Fixed and Indexed Accounts. Your initial Fixed and Indexed Account(s), if selected, are established on the Issue Date and shown on the Annuity Data Page. The minimum amount to establish either a Fixed Account or an Indexed Account is [$3000]. The minimum amount in a Fixed or Indexed Account must be at least [$3000] at the beginning of a Purchase Payment Year.

New Fixed Accounts or Indexed Accounts are established within Purchase Payment Accounts when:

- You allocate a portion of a subsequent Purchase Payment to establish a new Fixed or Indexed Account
- You elect or are deemed to have elected to transfer the value of an expiring Fixed or Indexed Account to establish a new Fixed or Indexed Account within a Purchase Payment Account

We reserve the right to establish and modify the terms and conditions for making Purchase Payments to, withdrawals from, and transfers to or from any of the Fixed or Indexed Accounts.
Any premium Tax and any other applicable Taxes relating to this Contract may be deducted from Purchase Payments or the Contract Value when the Tax is incurred or at a later time.

Purchase Payment Accounts

Each Purchase Payment creates a Purchase Payment Account. You may allocate your Purchase Payment into available Fixed Accounts and Indexed Accounts on the Purchase Payment Start Date. If you do not elect an allocation then the Contract Value associated with the Purchase Payment will be transferred automatically into new accounts with the same crediting strategies as the most recent allocation. If an Indexed Account or Fixed Account is no longer available, or there was not a previous allocation, then the associated Contract Value will be transferred into the Annual Point to Point Crediting Strategy.

During Your Transfer Period, you may reallocate the Contract Value from expiring Indexed Accounts and Fixed Accounts into available Indexed and Fixed Accounts. Such transfers will be effective on the next Purchase Payment Anniversary.

Fixed Accounts

The Fixed Account Value will accumulate at an Annual Effective Interest Rate declared by Us when the corresponding Fixed Account was established. Annual Effective Interest Rates will vary by Fixed Account. The interest will be credited daily at a rate which compounds over one year and will equal the Annualized Effective Interest Rate We set for that Fixed Account. The Annualized Effective Interest Rate for any Fixed Account established on the Issue Date of the Contract is shown on the Annuity Data Page.

Annual Effective Interest Rates will be declared by Us at each Purchase Payment Anniversary. This interest rate will never be less than the Fixed Account Minimum Guaranteed Annualized Effective Interest Rate as shown on the Annuity Data Page.

We reserve the right to not establish new Fixed Accounts.

Indexed Accounts

The Indexed Account Value will accumulate to reflect the performance of one or more specified, established index(es), subject to a stated Cap and Floor. Interest for Indexed Account will be credited based on the Crediting Strategy You selected.

Annual Point to Point Crediting Strategy

Interest will be credited to Your Indexed Account at the end of the Purchase Payment Year. Interest will not be credited on any other day of the Contract Year. Interest in a Contract Year will equal:

$$X * \text{Maximum}(U \ , \ \text{Minimum} (V , (P * (Y/Z - 1))))$$

Where:

P = The Participation Rate of the Indexed Account

U = The Floor of the Indexed Account

V= The Cap of the Indexed Account

X = The Indexed Account Value at the expiration of the Indexed Account before interest is credited.

Y = The Index value on the expiration date of the Index Account

Z = The Index value on the date prior to the Index Account being established

For initial Purchase Payment allocations, the Cap and the Floor for the Indexed Account are shown on the Annuity Data Page. The Cap may change on each Purchase Payment Anniversary and may vary based on the Contract Year and Contract Value. The minimum Cap that applies during the Withdrawal Charge period is shown on the Annuity Data Page.

The Index value at time of calculation means the end of the calculation date. If a calculation day is a day when the Index does not trade, the Index value will be the Index value at close of the previous day when the underlying index was active and trades occurred.

The Index is shown on the Annuity Data Page. If the publication of an Index is discontinued, or the calculation of an Index is changed substantially, We will substitute a suitable Index and notify You.

Additional Crediting Strategies available at issue are attached by Rider to this Contract. The Crediting Strategy(ies) You elected for the Index Accounts at issue are shown on the Annuity Data Page. A new Indexed Account is established every time money is applied to or transferred into a Crediting Strategy. Crediting Strategy(ies) can be changed effective each Purchase Payment Anniversary, subject to the limitations in the attached Riders.

We reserve the right in Our sole discretion to add, modify, substitute, or eliminate any Crediting Strategy.

Transfers

Upon expiration of each Indexed and Fixed Account you must transfer the associated Contract Value into a new Indexed or Fixed Account. You may request transfers to currently available Fixed and Indexed Accounts during the transfer period prior to the expiration of your current Fixed or Indexed Account. Contract Value that remains allocated to an Indexed Account of the same Crediting Strategy as the expiring Indexed Account is deemed a transfer. Contract Value that remains allocated to a Fixed Account of the same Crediting Strategy as the expiring Fixed Account is deemed a transfer.

If you do not elect a transfer then the Contract Value associated with expiring Fixed and Indexed Accounts will be transferred automatically into new accounts with the same crediting strategies as previously allocated. If an Indexed Account or Fixed Account is no longer available then the associated Contract Value will be transferred into the Annual Point to Point Crediting Strategy.

You may not make transfers among either Fixed or Indexed Accounts prior to their expiration. The Fixed and Indexed Accounts are initially for a one year term.

We reserve the right in Our sole discretion to add, modify, substitute or eliminate the term lengths available for each Indexed Account, Fixed Account, or Crediting Strategy.

If You elect to transfer from a Fixed Account to an Indexed Account, an Indexed Account to a Fixed Account, or an Indexed Account to another Indexed Account with a different Index or Crediting Strategy, We must receive notice from You at Our home office, in a form satisfactory to Us, during the Transfer Period.

Withdrawals

You have the right, subject to the restrictions and charges described in this Contract, to withdraw part or all of Your Contract Value at any time during the Accumulation Phase. A withdrawal must be at least [$2500]. If any withdrawal reduces the Contract Value to less than [$3,000], We may treat the request as a withdrawal of the entire Contract Value. If You withdraw the entire Contract Value, this Contract will terminate.

Withdrawals are subject to deductions for applicable Withdrawal Charges and Taxes. Withdrawal Charges will be based on the amount of time elapsed since the Purchase Payment Start Date. A schedule of Withdrawal Charges by year is shown on the Annuity Data Page. Withdrawals are also subject to Market Value Adjustments. Each Purchase Payment Account will be subject to a separate withdrawal charge schedule and Market Value Adjustment based on the time elapsed sine the Purchase Payment Account was established.

Your Withdrawal will be withdrawn from the Contract Value associated with the earliest Purchase Payment Account first. Withdrawals will reduce Indexed Accounts and Fixed Accounts within each Purchase Payment Account on a pro rata basis.

Free Withdrawal Amount

During each Contract Year You may withdraw the Free Withdrawal Amount without incurring a Withdrawal Charge or Market Value Adjustment; however, the amount withdrawn may be subject to any applicable Taxes. The Free Withdrawal Amount is calculated for each Contract Year using the Free Withdrawal Percentage shown on the Annuity Data Page.

If You do not withdraw the entire Free Withdrawal Amount from an Account during a Contract Year, any remainder is not carried forward to increase the Free Withdrawal Amount in a subsequent Contract Year. The Free Withdrawal Amount is only available during the Accumulation Phase of the Contract. The Free Withdrawal Amount is considered a withdrawal from the oldest Purchase Payment Account.

Amounts exchanged under a partial 1035 are not included within the Free Withdrawal Amount, as such they are subject to the MVA and applicable Withdrawal Charges.

The Free Withdrawal Amount will be reduced by any withdrawal made during that Contract Year.

Withdrawal Charges

A Withdrawal Charge may be assessed on certain withdrawals from any Account. Your Withdrawal Charge table appears on the Annuity Data Page.

The Withdrawal Charge is determined for each Purchase Payment Account that the Contract Value is withdrawn from by multiplying the Withdrawal Charge Percentage by the amount of each withdrawal that exceeds the Free Withdrawal Amount for that Contract Year. Withdrawal Charges may vary based on the number of full years elapsed since the Purchase Payment Start Date.

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.

Withdrawals taken to satisfy Internal Revenue Code minimum distribution rules will reduce the Free Withdrawal Amount for the Contract. Any Withdrawal Charge and any applicable MVA will be waived on withdrawals taken to satisfy Internal Revenue Code minimum distribution rules but only to the extent the Free Withdrawal Amount has been depleted. The waiver of Withdrawal Charge under this section is permitted only for withdrawals that satisfy required distributions resulting solely from this Contract.

Subject to any such waiver of Withdrawal Charges, any withdrawals taken to satisfy Internal Revenue Code minimum distribution rules will reduce the Free Withdrawal Amount by the amount of that withdrawal.

We will apply the Withdrawal Charge percentage in effect on the date of the withdrawal, or the Withdrawal Charge percentage in effect the following day, whichever is lower.

Market Value Adjustment (MVA)

Withdrawals from an Indexed Account or a Fixed Account during the Withdrawal Charge Period will be subject to a MVA, as set forth below. The MVA may be different for each Purchase Payment Account from which Contract Value has been withdrawn.

Only the amount that exceeds the Free Withdrawal Amount for that account in the same Contract Year will have a MVA. The Market Value Adjustment may increase or decrease the amount payable to You. The Market Value Adjustment will be equal to:

$$MVA = A^* ((((1+B)/(1+C))^D)-1), \text{ where}$$

A = The Contract Value withdrawn in excess of the remaining Free Withdrawal Amount.

B = The MVA Index, computed as of the date of the Purchase Payment Start Date associated with that Withdrawal, based upon the value of specified financial instruments, as indicated in Your Annuity Data Page, of a maturity corresponding to the [original] length of the Withdrawal Charge Period.

C = The MVA 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] length of the Withdrawal Charge Period.

D = Number of whole and partial years from the current date until the end of the Withdrawal Charge Period. If D does not correspond to the length of an observed financial instrument as defined in the MVA Index, We will linearly interpolate based on the values of observed financial instruments, of maturities closest to D, to determine B and C above.

The amount payable to You on a full surrender will not be less than the Minimum Guaranteed Value.

If the publication of any component of the MVA Index is discontinued, or if the calculation of any component of the MVA 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.

Any MVA will be waived on withdrawals taken to satisfy IRS minimum distribution rules but only to the extent the cumulative Free Withdrawal Amounts have been depleted. The waiver of any MVA under this provision is permitted only for withdrawals that satisfy required distributions resulting solely from this Contract.

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 new Owner will be the Beneficiary(ies) as described in the Beneficiary section.

If there is more than one new Owner taking a share of the Death Benefit, described in the Death Benefit section, each new Owner will be treated as a separate and independent Owner of his or her respective share of the Death Benefit. Each new Owner 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 new Owner may designate a Beneficiary(ies) for his or her respective share, but that designated Beneficiary(ies) will be restricted to the Option chosen by the original new Owner.

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

Category 1. If Your spouse is the sole new Owner of the entire Contract, the Contract will continue in the Accumulation Phase, unless Your spouse chooses from Options A, B, C or D, described below.

If You were also the Annuitant, then Your spouse will be the new Annuitant, unless he or she names a new Annuitant, as described in the Annuitant section.

Category 2. If the new Owner is a living person who is not Your spouse, or if there are multiple living new Owners, the new Owner(s) must (each) choose from Options A, B, C or D, as described below. If a new Owner does not choose one of these Options, Option A will apply for such new Owner.

Category 3. If the new Owner is a corporation, trust, or other Non-Natural person, the new Owner must choose between Options A or D, described below. If the new Owner does not choose either of these Options, Option A will apply.

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

Option A. The new Owner may receive the Contract Value payable within 5 years of the date of Your death. Withdrawal Charges will be waived for any withdrawals made during this 5 year period; however, the amount withdrawn may be subject to a MVA.

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

Option B. The new Owner may elect, within 11 months of the date of Your death, to receive the Death Benefit paid out under one of the Income Plans described in the Payout Phase section, subject to the following conditions:

Income payments must begin within one year of Your date of death. Income payments must be payable:

- Over the life of the new Owner; or
- For a guaranteed payment period of at least 5 years, but not to exceed the life expectancy of the new Owner. If the life expectancy of the new Owner is less than 5 years, this Income Plan option is not available; or
- Over the life of the new Owner with a guaranteed payment period of at least 5 years, but not to exceed the life expectancy of the new Owner. If the life expectancy of the new Owner is less than 5 years, this Income Plan option is not available.

Option C. The Contract may continue in the Accumulation Phase with the Death Benefit as the Contract Value, subject to the following restrictions:

- An annual required distribution must be withdrawn in each calendar year as specified below.
- In the calendar year in which the Death Benefit is determined, the annual required distribution is equal to the Death Benefit divided by the life expectancy of the new Owner, and the result multiplied by a fraction that represents the portion of the calendar year remaining after the date of the Death Benefit were determined. In any subsequent calendar year, the annual required distribution is equal to the Contract Value as of December 31 of the prior year divided by the remaining life expectancy of the new Owner.

- The first withdrawal must occur within one year of the date of death. The new Owner may only withdraw the minimum annual required distribution amount per year or make a full withdrawal terminating the Contract.

- Withdrawal Charges and Market Value Adjustments do not apply.

- If the new Owner dies, the named Beneficiary(ies) will continue under Option C using the original new Owner's life expectancy.

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

All ownership rights subject to the conditions stated in this section or any restrictions previously placed upon the Beneficiary are available to the new Owner from the date of Your death until the date on which the Death Benefit are paid.

No additional Purchase Payments may be added to the Contract under Options A, B, C, or D after We have received the first complete request for settlement of the Death Benefit from any Owner.

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 section of this Contract.

Death of Annuitant If the Annuitant who is also the Owner dies before the Payout Start Date, the Death of Owner section 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.

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 living 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 section of this Contract; otherwise,

- The youngest Owner; otherwise,

- The youngest Beneficiary.

Category 2. If the Owner is a corporation, trust, or other Non-Natural person, the Owner must receive the Contract Value payable within 5 years of the Annuitant's date of death.

Withdrawal Charges will be waived for any withdrawals made during this 5 year period; however, the amount withdrawn may be subject to a MVA.

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

No additional Purchase Payments may be added to the Contract after We have received the first complete request for settlement of the Death Benefit from any Owner.

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 section of this Contract.

Death Benefit Before the Payout Start Date, the Death Benefit is equal to the greater of the Contract Value or the value received by the Owner upon full surrender. Withdrawal Charges do not apply to the Death Benefit. The value of the Death Benefit is calculated on the date We receive the first complete request for settlement from any Owner. For purposes of the Death of Owner Options, the date we receive Due Proof of Death will be considered the final Contract Anniversary for the purpose of calculating interest for an Indexed Account and all Indexed Account Values will be transferred to the Fixed Account for the duration of the Contract. A complete request must include due proof of death.

PAYOUT PHASE

The Payout Start Date must be at least [24] months after the Issue Date, and occur on or before the Contract Maturity Date.

The Contract Maturity Date will be the later of:

- The Contract Anniversary following the date of the [90]th birthday of the oldest Annuitant(s) named in the Contract on the Issue Date ; or
- The [10th] Anniversary of the Contract

The Contract Maturity Date can be found on the Annuity Data Page.

Income Plan The Contract Value minus 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 Guaranteed Value

Guaranteed Payment Period
We will make payments until the end of the Guaranteed Payment Period. The Guaranteed Payment Period may range from [60] to [240] months.

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.

Joint Life Income with Guaranteed Payment Period
We will make payments until the death of both the Annuitant and Joint 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 Oldest Annuitant is age [90] or older on the Payout Start Date, the Guaranteed Payment Period may range from [60] to [240] months.

We may offer additional Income Plans. We reserve the right to remove Income Plans.

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

- If no Purchase Payment has been received for two Contract years, and if the Contract Value is less than [$3,000] when it is applied to the Income Plan You choose, or if the Contract 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 Contract Value minus any applicable Taxes 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 or joint 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 new Owner will be the Beneficiary(ies) as described in the Beneficiary section. Any remaining income payments will be paid to the new Owner as scheduled.

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 Contract endorsements and 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 any Purchase Payments, minus any withdrawals. If your Contract is voided, You will not receive any accrued interest or any applicable Purchase Payment Bonus.

Unless otherwise specified, all references in this Contract to days, months, or years shall mean calendar days, months or years.

Only Our 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 Internal Revenue Code or as required by any other applicable law, or as otherwise permitted by the terms of this Contract.

Incontestability Except as provided in the Entire Contract section above, this Contract will be incontestable after it has been in force during Your lifetime for a period of two years from the Issue Date.

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 reporting Contract Values. The effective date of the information in the annual statement will not be more than two months before the date of the mailing. We will

provide You with Contract Value information at any time upon Your request. 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 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, 2012]

Contract Maturity Date:.....[May 1, 2063]

Withdrawal Charge Period:..... [10 Years]

MVA Index: [[x] Year U.S. Constant Maturity Treasury plus the Option Adjusted Spread of the Barclays Capital U.S. Corporate Investment Grade Index]

MVA Index Value as of the Issue Date……[0.0%]

Tax Qualification: .....[IRA]

Owner: ..... [John Doe]

[Joint Owner:..... [Jane Doe]]

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

[Joint 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

Initial Purchase Payment:.....[$25,000.00]
[Annual Point to Point . . . .$5,000]
[Annual Point to Point with Low Water Mark . . . . . $5,000]
[Annual Point to Point with Monthly Averaging . . . . $5,000]
[Monthly Cap . . . .$5,000]
[Fixed Account . . . .$5,000]

[Initial Purchase Payment Bonus:.....[6.00%] of Initial Purchase Payment]

[Initial Purchase Payment Bonus Vesting Schedule:
Full Years Elapsed since Initial Purchase Payment Start Date

:	[0	1	2	3	4	5	6	7	8	9	10& Later]
Percentage:	[0%	10%	20%	30%	40%	50%	60%	70%	80%	90%	100%]

Index: . . . . [The Standard and Poor's 500 Index]

Index Value as of Issue Date: . . . . [1,000.00]

CAPS AND FLOOR FOR INITIAL INDEXED ACCOUNTS

[Indexed Account for Initial Contract Year]	Initial Part. Rate	Cap	[Bailout]	Minimum Cap on Renewal*	Floor
[Annual Point to Point]	[100%]	[3.00%]	[1.00%]	[1.00%]	[0.00%]
[Annual Point to Point with Low Water Mark]	[100%]	[3.00%]	[1.00%]	[1.00%]	[0.00%]
[Annual Point to Point with Monthly Average]	[100%]	[3.00%]	[1.00%]	[1.00%]	[0.00%]
[Monthly Cap]	[100%]	[3.00%]	[1.00%]	[1.00%]	[0.00%]

[*Your Minimum Cap on Renewal only applies during the Withdrawal Charge period.]

[Initial One Year Fixed Account Annualized Effective Interest Rate . . . . . [1.00%]

Fixed Account Minimum Guaranteed Annualized Effective Interest Rate
[For Contract Years 1-10] . . . . . [0.00 - 3.00%]
[For Contract Years 11 & Later] . . . . . [0.00 - 3.00%]

Minimum Guaranteed Value Rate
[For Contract Years 1-10] . . . . . [0.00 - 3.00%]
[For Contract Years 11 & Later] . . . . . [0.00 - 3.00%]

WITHDRAWAL INFORMATION

Free Withdrawal Amount Percentage:..... [10%]

Withdrawal Charge Schedule:
Number of Full years Elapsed since the Purchase Payment Start Date:

	[1	2	3	4	5	6	7	8	9	10	11& Later]
Percentage:	[10%	10%	9%	9%	8%	8%	7%	6%	5%	4%	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 [1-800-632-3492].

ALLSTATE LIFE INSURANCE COMPANY

[1-800-632-3492]

Annual Point to Point with Low Water Mark Crediting Strategy Rider

This Rider is attached to Your Contract as an optional benefit. If selected, this Rider modifies the benefit provided in Your Contract, to the extent described below. Refer to Your Contract for any terms that are not defined below.

This Rider provides a Crediting Strategy used to calculate Interest for an Indexed Account. In the first Purchase Payment Year, the Index Increase for this Rider uses the lowest daily close of the Index in the first 90 days since the Purchase Payment Date to calculate the Index Increase. This Crediting Strategy will only be available on any Purchase Payment Start Date. Once this Crediting Strategy is selected, You cannot transfer this Index Account Value to another Indexed Account(s) while Withdrawal Charges apply to this Contract.

Cap

The maximum percentage per year by which the Indexed Account Value will be increased. For initial Purchase Payment allocations, the Cap for the Indexed Account is shown on the Annuity Data Page. The Cap may change on each Purchase Payment Anniversary and may vary based on the Purchase Payment Year and Contract Value. The minimum Cap that applies during the Withdrawal Charge period is shown on the Annuity Data Page.

Floor

The minimum percentage per year by which the Indexed Account Value will be increased. The Floor will never be less than 0%. The Floor for the Indexed Account is shown on the Annuity Data Page.

Trading Day

A day when the underlying index is active and trades occur.

Index

The Index used in calculating the Index Increase. The Index is shown on the Annuity Data Page. If the publication of an Index is discontinued, or the calculation of an Index is changed substantially, We will substitute a suitable Index and notify You.

The Index value at time of calculation means the end of the calculation date. If a calculation day is a day when the Index does not trade, the Index value will be the Index value at close of the previous trading day.

Index Increase

The Index value on the Purchase Payment Anniversary, divided by the lowest Index value in the first 90 days since the Purchase Payment Start Date, minus one, multiplied by the Participation Rate at the end of the first Purchase Payment Year. After the first Purchase Payment Year, the Index value ending on the Purchase Payment Anniversary, divided by the Index value when the Indexed Account was established, minus one, multiplied by the Participation Rate. If the Index Increase for an Indexed Account is less than the Floor, then the new Index Increase will equal the Floor. If the Index Increase for an Indexed Account is greater than the Cap, the new Index Increase will equal the Cap.

Participation Rate

The percentage used to calculate the Index Increase for an Indexed Account. The initial Participation Rate is shown on the Annuity Data Page.

Interest

Interest will be credited to Your Indexed Account at the end of the Purchase Payment Year. Interest will not be credited on any other day of the Purchase Payment Year, unless You die during the Purchase Payment Year, as described in the Death Proceeds provision of Your Contract. Interest in a Purchase Payment Year will equal the Indexed Account Value at the time of expiration of he Indexed Account multiplied by the Index Increase.

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

Susan L. Lees
Secretary

Matthew E. Winter
President and Chief Executive Officer

ALLSTATE LIFE INSURANCE COMPANY

[1-800-632-3492]

Annual Point to Point with Monthly Averaging Crediting Strategy Rider

This Rider is attached to Your Contract as an optional benefit. If selected for a Purchase Payment Year, this Rider modifies the benefit provided in Your Contract, to the extent described below. Refer to Your Contract for any terms that are not defined below.

This Rider provides a Crediting Strategy used to calculate Interest for an Indexed Account. The Index Increase for this Rider equals the average of the Index values on each Purchase Payment Month Anniversary of the Purchase Payment Year, divided by the Index value at the beginning of the Purchase Payment Year, minus one, multiplied by the Participation Rate. The Index Increase will be no more than the Cap and no less than the Floor.

Cap

The maximum percentage per year by which the Indexed Account Value will be increased. For initial Purchase Payment allocations, the Cap for the Indexed Account is shown on the Annuity Data Page. The Cap may change on each Purchase Payment Anniversary and may vary based on the Purchase Payment Year and Contract Value. The minimum Cap that applies during the Withdrawal Charge period is shown on the Annuity Data Page.

Trading Day

A day when the underlying index is active and trades occur.

Purchase Payment Month Anniversary

A Purchase Payment Month Anniversary falls on the same day each month as the Purchase Payment Start Date. If there is no corresponding date in the month, the Purchase Payment Month Anniversary date will fall on the [[first] day of the following month]. If the Purchase Payment Month Anniversary date is a day when the Index does not trade, We will use the Index value as of the previous trading day.

Floor

The minimum percentage per year by which the Indexed Account Value will be increased. The Floor will never be less than 0%. The Floor for the Indexed Account is shown on the Annuity Data Page.

Index

The Index used in calculating the Index Increase. The Index is shown on the Annuity Data Page. If the publication of an Index is discontinued, or the calculation of an Index is changed substantially, We will substitute a suitable Index and notify You.

The Index value at time of calculation means the end of the calculation date. If a calculation day is a day when the Index does not trade, the Index value will be the Index value at close of the previous trading day.

Index Increase

The average of the Index values on each Purchase Payment Month Anniversary, divided by the Index value when the Indexed Account was established, minus one, multiplied by the Participation Rate. If the Index Increase for an Indexed Account is less than the Floor, then the new Index Increase will equal the Floor. If the Index Increase for an Indexed Account is greater than the Cap, the new Index Increase will equal the Cap.

Participation Rate

The percentage used to calculate the Index Increase for an Indexed Account. The initial Participation Rate is shown on the Annuity Data Page.

Interest

Interest will be credited to Your Indexed Account at the end of the Purchase Payment Year. Interest will not be credited on any other day of the Purchase Payment Year, unless You die during the Purchase Payment Year, as described in the Death Proceeds provision of Your Contract. Interest in a Purchase Payment Year will equal the Indexed Account Value at the time of expiration of the Indexed Account multiplied by the Index Increase.

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

Susan L. Lees
Secretary

Matthew E. Winter
President and Chief Executive Officer

ALLSTATE LIFE INSURANCE COMPANY

[1-800-632-3492]

Monthly Cap Crediting Strategy Rider

This Rider is attached to Your Contract as an optional benefit. If selected for a Purchase Payment Year, this Rider modifies the benefit provided in Your Contract, to the extent described below. Refer to Your Contract for any terms that are not defined below.

This Rider provides a Crediting Strategy used to calculate Interest for an Indexed Account. The Index Increase for this Rider equals the sum of the percentage changes in the Index on each Purchase Payment Month Anniversary, multiplied by the Participation Rate taken over the Purchase Payment Year. A percentage change greater than zero is subject to the monthly Cap. There is no Floor on the monthly percentage changes. The Index Increase is subject to the Floor at the end of the Purchase Payment Year.

Cap

The maximum percentage per month by which the Indexed Account Value will be increased. For initial Purchase Payment allocations, the Cap for the Indexed Account is shown on the Annuity Data Page. The Cap may change on each Purchase Payment Anniversary and may vary based on the Purchase Payment Year and Contract Value. The minimum Cap that applies during the Withdrawal Charge period is shown on the Annuity Data Page.

Trading Day

A day when the underlying index is active and trades occur.

Purchase Payment Month Anniversary

A Purchase Payment Month Anniversary falls on the same day each month as the Purchase Payment Start Date. If there is no corresponding date in the month, the Purchase Payment Month Anniversary will fall on the [last day of the month]. If the Purchase Payment Month Anniversary date is a day when the Index does not trade, We will use the Index value as of the previous trading day.

Floor

The minimum percentage per year by which the Indexed Account Value will be increased. The Floor will never be less than 0%. The Floor for the Indexed Account is shown on the Annuity Data Page.

Index

The Index used in calculating the Index Increase. The Index is shown on the Annuity Data Page. If the publication of an Index is discontinued, or the calculation of an Index is changed substantially, We will substitute a suitable Index and notify You.

The Index value at time of calculation means the end of the calculation date. If a calculation day is a day when the Index does not trade, the Index value will be the Index value at close of the previous trading day.

Index Increase

The sum of the percentage change in the Index over each Purchase Payment Month Anniversary in the Purchase Payment Year, multiplied by the Participation Rate. The percentage change as of a Purchase Payment Month Anniversary is the Index value as of the end of the Purchase Payment Month Anniversary, divided by the Index value as of the end of the last Purchase Payment Month Anniversary, minus one. The positive changes cannot be more than the Cap. The Index Increase calculated at the end of a Purchase Payment Anniversary cannot be less than the Floor.

Participation Rate

The percentage used to calculate the Index Increase for an Indexed Account. The initial Participation Rate is shown on the Annuity Data Page.

Interest

Interest will be credited to Your Indexed Account at the end of the Purchase Payment Year. Interest will not be credited on any other day of the Purchase Payment Year, unless You die during the Purchase Payment Year, as described in the Death Proceeds provision of Your Contract. Interest in a Purchase Payment Year will equal the Indexed Account Value at the time of expiration of the Indexed Account multiplied by the Index Increase.

Except as amended by this Rider, the Contract remains unchanged

Susan L. Lees
Secretary

Matthew E. Winter
President and Chief Executive Officer

ALLSTATE LIFE INSURANCE COMPANY

[1-800-632-3492]

Purchase Payment Bonus Endorsement

The following provision is added to and made part of Your Contract as of the Issue Date.

Purchase Payment Bonus

A Purchase Payment Bonus equal to a percentage of the Purchase Payment applied to the Contract will be added to the Contract Value on the date a Purchase Payment is applied to the Contract. The Purchase Payment Bonus Percentage for the initial Purchase Payment is shown on the Annuity Data Page. Purchase Payment Bonus Percentages for Purchase Payments applied after the issue date will be determined as of the date the Purchase Payment is applied to the Contract.

Only the vested amount of the Purchase Payment Bonus will be available for withdrawal or application to an Income Plan. Any Purchase Payment Bonus withdrawn may be subject to Withdrawal Charges and a Market Value Adjustment. The Purchase Payment Bonus will become fully vested at the end of the Withdrawal Charge Period. The Vesting Schedule for the Initial Purchase Payment is shown on the Annuity Data Page.

The non-vested amount of the Purchase Payment Bonus will be reduced proportionately to any withdrawals taken during the Withdrawal Charge Period. The Owner will have access to the Purchase Payment Value plus accrued interest and any vested Purchase Payment Bonus if a withdrawal is taken associated with a Waiver of Charges endorsement.

We will allocate the Purchase Payment Bonus to Your Indexed and Fixed Accounts in the proportions You elected for Your Purchase Payment(s). Purchase Payment Bonus are not treated as an investment in the Contract for income tax purposes.

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

[1-800-632-3492]

Guaranteed Lifetime Withdrawal Benefit Rider

As used in this Rider, Contract means the Contract or Certificate to which this Rider is attached. The Contract that is modified by this Rider is shown on Your Rider Data Page.

This Rider modifies the benefit provided by Your Contract, to the extent described below. The available benefits from any other withdrawal benefit Rider previously attached to this Contract will be terminated on the date this Rider is attached to the Contract. Refer to Your base Contract for any terms that are not defined below.

DEFINITIONS

Guaranteed Income Base

The Guaranteed Income Base is the value used to determine the Guaranteed Income Amount and the Guaranteed Income Fee as described in this Rider. Any Excess Withdrawal will reduce your Guaranteed Income Base.

Guaranteed Income Election Date

The date you elect to begin withdrawals under this Rider is the Guaranteed Income Election Date.

Guaranteed Income Eligibility Date

The Guaranteed Income Eligibility Date is the date withdrawals can begin in accordance with this Rider. The Guaranteed Income Eligibility Date is shown on the Rider Data Page.

Guaranteed Income Amount

The Guaranteed Income Amount is the amount You may withdraw in each Contract Year until the death of the last Annuitant or until the Rider is terminated.

Guaranteed Income Percentage

The Guaranteed Income Percentage is used to determine the Guaranteed Income Amount. The Guaranteed Income Percentage is based on the age of the youngest Annuitant on the date of the Guaranteed Income Election Date.

Rider Effective Date

The Rider Effective Date is the date this Rider becomes part of Your Contract.

Guaranteed Income Fee Percentage

The Guaranteed Income Fee Percentage is used to calculate the Guaranteed Income Fee and is shown on the Rider Data Page.

Guaranteed Income Fee

The Guaranteed Income Fee is the charge for the Rider, deducted annually starting on the first Contract Anniversary after the Rider Effective Date.

Guaranteed Income Base Rollup Percentage

The effective annual interest rate at which the Guaranteed Income Base will accumulate during the Rollup Period and is shown on the Rider Data Page.

Rollup Period

The period beginning on the Issue Date of the Contract and ending on the [tenth] Contract Anniversary. The Rollup period will end on the Guaranteed Income Election Date if it occurs prior to the [tenth] contract anniversary

Spouse
For the purposes of this Rider, Spouse is as defined by federal law.

Guaranteed Income Payout Phase
The phase of the Contract under which the Contract Value has been reduced to zero but the Contract is still eligible to take Guaranteed Income Amounts.

Guaranteed Income Payout Phase Start Date
The Guaranteed Income Payout Phase Start Date is the date the Guaranteed Income Payout Phase is entered.

Excess Withdrawal
An Excess Withdrawal is the amount of any withdrawal that results in the amount of withdrawals taken in a Contract Year to exceed the Guaranteed Income Amount. Withdrawals made before the Guaranteed Income Election Date will be considered Excess Withdrawals.

RIDER BENEFITS

This Rider provides a withdrawal benefit that allows withdrawals within specified limits for the lifetime of the Annuitants or Joint Annuitants on the contract. If the Contract Value is reduced to zero and the Guaranteed Income Amount is greater than zero, the payments will be distributed through the Guaranteed Income Payout Phase.

As used in this Rider, withdrawal means the gross amount of funds withdrawn before any applicable charges, fees, Taxes or adjustments. We will waive withdrawal charges and MVA's on any withdrawal that is made in accordance with this Rider. Withdrawals made under this rider are deemed to reduce the Free Withdrawal Amount under the Contract.

The following is added to Your Contract:

I. Owner and Annuitant

For the purposes of this Rider, the Contract cannot have more than two Owners. If the Contract has two Owners, the two Owners must be Spouses. The Annuitant and Joint Annuitant, if one is named, must be Owners of the Contract. If the Contract is issued in connection with a qualified plan, as defined under the Internal Revenue Code, then the Annuitant must be the sole Owner. If a Joint Annuitant has been named on a Contract issued in connection with a qualified plan, the Joint Annuitant must be the Owner's Spouse and the sole Primary Beneficiary.

In the case of a Non-Natural Owner, you may not name a Joint annuitant.

If the Non-Natural Owner is a grantor trust, the Annuitant must be the grantor.

Annuitant changes are allowed prior to the Guaranteed Income Election Date. Annuitants may not be changed following the Guaranteed Income Election Date.

Annuitant changes are not allowed for Non-Natural Owners.

At any time, there may be only one Joint Annuitant under this Rider.

Age restrictions may apply to the Annuitant and Joint Annuitant.

II. Guaranteed Income Base

On the Issue Date of the Contract, The Guaranteed Income Base is equal to the Contract Value.

Each day, the Guaranteed Income Base will be recalculated. The formula to recalculate the Guaranteed Income Base is based on whether the Rider is in the Rollup Period.

If the Rider is in the Rollup Period:
The Guaranteed Income Base is equal to the Guaranteed Income Base from the previous day accumulated at a daily rate of interest that will accumulate to the Guaranteed Income Base Rollup Percentage over a one year period plus the Contract Value associated with any Purchase Payments applied on the date of calculation.

[If the Contract Value exceeds the Guaranteed Income Base, then the Guaranteed Income Base is increased to equal the Contract Value.]

[If You reach the [tenth] Contract Anniversary and the Rollup Period has not expired, the Guaranteed Income Base will have a minimum value of:

The sum of all Purchase Payments and Purchase Payment Bonus applied in the first Contract Year less Withdrawals * 2]

If the Rider is no longer in the Rollup Period:
The Guaranteed Income Base is equal to the Guaranteed Income Base from the previous day.

[If the Contract Value exceeds the Guaranteed Income Base, then the Guaranteed Income Base is increased to equal the Contract Value.]

Adjustment for Excess Withdrawals:
An adjustment is made to the Guaranteed Income Base on any day where an Excess Withdrawal is taken from the Contract Value. This adjustment is made for Excess Withdrawals both during and after the Rollup Period.

The Adjustment to the Guaranteed Income Base is:

Guaranteed Income Base =

Guaranteed Income Base immediately before the Excess Withdrawal *

(1 - (Excess Withdrawal Amount/(Contract Value prior to the Withdrawal – Guaranteed Income Amount Withdrawn)))

III. Guaranteed Income Election

You must declare to Us your intent to take withdrawals under this Rider. The Guaranteed Income Election Date must occur on or after the Guaranteed Income Eligibility Date.

On the Guaranteed Income Election Date, Your Rollup Period expires and cumulative withdrawals during the Contract Year that are less than or equal to the Guaranteed Income Amount will not reduce your Guaranteed Income Base.

Your election of Guaranteed Income must be submitted in writing on a form suitable to us.

IV. Guaranteed Income Percentage

After We set the Guaranteed Income Percentage schedule, it will not change. The Guaranteed Income Percentage schedule is shown on the Rider Data Page.

[Contracts that have been enrolled in the systematic withdrawal program may be eligible for an additional Guaranteed Income Percentage which is shown on the Rider Data Page.]

The Guaranteed Income Percentage is based on the age of the youngest Annuitant and whether a single or

joint annuitants are named to the Contract on the Guaranteed Income Election Date. [This percentage remains in effect for the life of the rider or until the first Contract Year where the age of the youngest Annuitant would establish a higher Guaranteed Income Percentage. At this time, the Guaranteed Income Percentage will increase according to the schedule shown on the Rider Data Page. The Guaranteed Income Percentage will not increase more than one time following the Guaranteed Income Election Date.]

V. Guaranteed Income Amount

The Guaranteed Income Amount is calculated on the Guaranteed Income Election Date and each subsequent Contract Anniversary.

The Guaranteed Income Amount is equal to the Guaranteed Income Base multiplied by the Guaranteed Income Percentage in effect on the date of the calculation. Withdrawals of Your Guaranteed Income Amount will reduce the Contract Value in accordance with the terms of the base Contract.

For Contracts subject to Section 401(a)(9) of the Internal Revenue Code, at our discretion and subject to certain restrictions We may impose, the Guaranteed Income Amount may be increased on a non-discriminatory basis and without prior notice in order to satisfy IRS minimum distribution requirements arising from the Contract to which this Rider is attached. Any such increase will not affect Guaranteed Income Amounts in subsequent Contract Years.

The Guaranteed Income Amount will be recalculated at the beginning of each subsequent Contract Year.

VI. Guaranteed Income Fee

The Guaranteed Income Fee is charged at the end of each Contract Year. The Guaranteed Income Fee is a deduction of Your Contract Value. This fee is charged before withdrawals have been processed and after all interest has been credited. The Guaranteed Income Fee is charged every Contract Year unless Your Contract Value is zero. The Guaranteed Income Fee will never exceed [50%] of Your Contract Value.

The Guaranteed Income Fee is equal to the Guaranteed Income Base multiplied by the Guaranteed Income Fee Percentage, as shown on Your Rider Data Page.

VII. Contract Value

Your Contract will immediately enter the Guaranteed Income Payout Phase if Your Guaranteed Income Base is still greater than zero after Your Contract Value is reduced to zero due to withdrawals.

Under this Rider, We do not treat a withdrawal that reduces the Contract Value to less than [$3,000], as a withdrawal of the entire Contract Value.

VIII. Guaranteed Income Payout Phase

Under the Guaranteed Income Payout Phase, the following provisions apply:

- Payments will be made monthly starting the first month following the Guaranteed Income Payout Phase Start Date. The amount of each payment in the Contract Year in which the Guaranteed Income Payout Phase begins will be equal to (a) divided by (b), where (a) is the Guaranteed Income Amount minus withdrawals taken prior to the Guaranteed Income Payout Phase Start Date during that Contract Year, and (b) is the number of months left in the Contract Year as of the Guaranteed Income Payout Phase Start Date. No payment will be less than zero. Partial months will count as one month for the purpose of this calculation. The amount of each payment in later Contract Years will equal the Guaranteed Income Amount divided by 12.

- If a payment frequency other than monthly is requested in a form acceptable to Us and processed by Us before the first payment is made, then the payments as described in this section will be calculated and made in accordance with the request.

- Payments will be made until the earlier of the death of the last Annuitant, or Contract termination pursuant to Section XI.

- No further withdrawals can be made after the Guaranteed Income Payout Phase Start Date, except to surrender the Contract if the Contract's Minimum Guaranteed Value is greater than zero.

- If the Guaranteed Income Base is not large enough to provide a payment of [$100], We reserve the right to change the payment frequency to make the payment at least [$100].

IX. Contract Maturity Date

Your Contract contains a Contract Maturity Date, which is the latest date on which annuity payments must begin under the Contract. Contracts with this Rider will be reset to be the date of the Contract Anniversary following the date of the youngest Annuitant's [100th] birthday.

The Contract Maturity Date can be found on the Rider Data Page

On the Contract Maturity Date, You will receive the greater of the following:

- The Guaranteed Income Amount under this Rider from the Contract Year immediately preceding the Contract Maturity Date; or

- The annual payment as determined by applying the remaining Contract Value as of the Contract Maturity Date to the Life Only Income Plan or Joint Life Only Income Plan described below.

Under the Life Only Income Plan or Joint Life Only Income Plan, We will make payments for as long as the Annuitant lives. Upon the death of the Annuitant, the Beneficiary will receive an amount equal to the Contract Value on the Contract Maturity Date minus the amount of all payments made after the Contract Value was applied to the Income Plan. This amount will not be less than zero.

Alternatively, You may elect any available Income Plan under the Contract. We will apply the Contract Value to the chosen Income Plan which may provide a lower annual income amount than Your Guaranteed Income Amount.

X. Death of Owner or Annuitant

If the last Annuitant dies, this Rider will terminate as of the date of death.

If an Owner or Annuitant dies, then one of the following will apply depending upon which Option is selected under the Death of Owner or Death of Annuitant provisions of the Contract:

- If the Contract is continued under Category 1 of the Death of Owner provision of the Contract, then this Rider will continue. If the Rider is continued, it will remain in effect until terminated pursuant to Section XIV below.

- If the Contract is continued under Category 1 of the Death of Annuitant provision of the Contract, then this Rider will continue. If the Rider is continued, it will remain in effect until terminated pursuant to Section XI below.

- If the Contract is not continued under either bullet above, then this Rider will terminate on the date We receive a complete request for settlement of the Death Proceeds under the Contract.

In order for the Owner to receive the Guaranteed Income Amount, the Annuitant or Joint Annuitant, if

applicable, must be living on the date of each payment. We may require proof that this condition is met. We reserve the right to recover from the Owner or the Owner's estate any payments made after the Annuitant or Joint Annuitant's date of death.

XI. Termination of the Rider

This Rider will terminate on the earliest of the following events:

- The date the Guaranteed Income Base is reduced to zero;
- The Payout Start Date;
- The date this Rider is terminated under Section X of this Rider;
- The date the Contract is terminated;
- The date the Annuitant or the Joint Annuitant is removed or changed from the Contract for any reason after the Guaranteed Income Election Date;
- The date a non-Spouse Owner is added; or
- The date an Annuitant is changed or added on a Contract owned by a Non-Natural Owner; or
- For a Contract issued in connection with a qualified plan with a Joint Annuitant, the date a non-Spousal Primary Beneficiary is added.

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

Susan L. Lees
Secretary

Matthew E. Winter
President and Chief Executive Officer

Rider Data Page for Guaranteed Lifetime Withdrawal Benefit

Contract Number…….[Contract Number]

Annuitant……...…..[Annuitant's Name]

[Joint Annuitant…….[Joint Annuitant's Name]

Rider Effective Date…….....…….[MM/DD/YYYY]

Guaranteed Income Eligibility Date…… ……..[MM/DD/YYYY]

Guaranteed Income Base Roll-up Percentage…….[X.X%]

Guaranteed Income Percentage:

Attained Age Of Youngest Annuitant	Guaranteed Income Percentage
50	[X.X%]
51	[X.X%]
52	[X.X%]
53	[X.X%]
…	
90	[X.X%]

Guaranteed Income Fee Percentage……....[X.XX%]

ALLSTATE LIFE INSURANCE COMPANY

[1-800-632-3492]

Waiver of Withdrawal Charges and Market Value Adjustment Endorsement

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

On the Purchase Payment Start Date, We will establish a Bailout Rate for each available Crediting Strategy and Fixed Account within a Purchase Payment Account.

Bailout Rates applicable to Your initial Purchase Payment are shown on Your Annuity Data Page.

Bailout Rates will not change once established for a Purchase Payment Account. If new Indexed Accounts are made available after the Purchase Payment Start Date, the Bailout Rate will be set on the Purchase Payment Anniversary when Contract Value is applied to create a new Indexed Account.

If, upon the establishment of a new Indexed Account or Fixed Account, the Cap or Credited Rate is set below the Bailout Rate set on the Purchase Payment Start Date for the associated Crediting Strategy or Fixed Account, You may withdraw the Contract Value allocated to that Crediting Strategy or Fixed Account without withdrawal charges or a Market Value Adjustment. We must receive Your request for withdrawal in writing within the [30] day period following the Purchase Payment Anniversary, on a form satisfactory to Us. Any withdrawal that occurs after this period will be subject to a withdrawal charge and market value adjustment.

You may not transfer additional Contract Value into an Indexed Account or a Fixed Account where the Cap or Credited Rate has been set below the Bailout Rate.

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

{1-800-632-3492}

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 waive Withdrawal Charges and any applicable MVA 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.
- the withdrawal from the contract results in the Owner taking receipt of the contract value withdrawn; We will not waive Withdrawal Charges or MVA on a request for an exchange or transfer of Contract Value

"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.

The withdrawal from the contract must result in the Owner taking receipt of the contract value withdrawn. We will not waive Withdrawal Charges or MVA on a request for an exchange or transfer of Contract Value.

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

{1-800-632-3492}

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 Terminal Illness We will waive Withdrawal Charges and any applicable MVA 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.

The withdrawal from the contract must result in the Owner taking receipt of the contract value withdrawn. We will not waive Withdrawal Charges or MVA on a request for an exchange or transfer of Contract Value.

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

{1-800-632-3492}

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 Unemployment We will waive Withdrawal Charges and any applicable MVA 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.

4. the withdrawal from the contract results in the Owner taking receipt of the contract value withdrawn; We will not waive Withdrawal Charges or MVA on a request for an exchange or transfer of Contract Value

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 waive Withdrawal Charges and any applicable MVA, 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.

The withdrawal from the contract must result in the Owner taking receipt of the contract value withdrawn. We will not waive Withdrawal Charges or MVA on a request for an exchange or transfer of Contract Value.

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

[1-800-632-3492]

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 waive Withdrawal Charges and any applicable MVA 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.
3) The withdrawal from the contract results in the Owner taking receipt of the contract value withdrawn; We will not waive Withdrawal Charges or MVA on a request for an exchange or transfer of Contract Value

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.

The withdrawal from the contract must result in the Owner taking receipt of the contract value withdrawn. We will not waive Withdrawal Charges or MVA on a request for an exchange or transfer of Contract Value.

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

Susan L. Lees
Secretary

Matthew E. Winter
President and Chief Executive Officer

Application for the
Allstate Indexed Annuity

Limited Flexible Premium Deferred Indexed Annuity Issued by Allstate Life Insurance Company

Allstate Life Insurance Company
P.O. Box 660191, Dallas, TX 75266-0191
1-800-632-3492

Make Check Payable to:
Allstate Life Insurance Company

For Applicants in Alaska: Upon your written request we will provide you, within 10 days, reasonable factual information concerning the benefits and provisions of this 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 a full refund of all monies paid, less withdrawals.

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 we will refund to you the Value of the Purchase Payments made as of the date of cancellation, less withdrawals.

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. (If the joint owner is a natural person, the joint owner must be a spouse.)

☐ M ☐ F

Owner's Name | Gender

SSN/TIN | Date of Birth (MM/DD/YYYY)

Street Address | City/State/Zip | Telephone | E-Mail Address

☐ M ☐ 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

☐ Individual/Joint ☐ Grantor Trust[1,2]

[1]Trustee Name(s) _____ [1]Date of Trust _____ (MM/DD/YYYY)

[2]Grantor Name _____ [2]Grantor Date of Birth _____ (MM/DD/YYYY)

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

☐ M ☐ F

Annuitant's Name | Gender

SSN/TIN | Date of Birth (MM/DD/YYYY)

Street Address | City/State/Zip | Relationship to Owner

4. JOINT ANNUITANT - For non-qualified situations only or, if tax qualified, the joint annuitant must be the spouse of the owner and listed as sole primary beneficiary. (The Joint Annuitant option is only available when the Owner is a natural person.)

☐ M ☐ F

Joint Annuitant's Name | Gender

SSN/TIN | Date of Birth (MM/DD/YYYY)

Street Address | City/State/Zip | Relationship to Owner

5. BENEFICIARY - Include any additional information in the Special Instructions section.

1. ☐ Primary ☐ Contingent %

Beneficiary Name — Percentage

SSN/TIN — Date of Birth (MM/DD/YYYY)

Street Address (No PO Boxes or C/O) — City — State — Zip — Relationship to Owner

2. ☐ Primary ☐ Contingent %

Beneficiary Name — Percentage

SSN/TIN — Date of Birth (MM/DD/YYYY)

Street Address (No PO Boxes or C/O) — City — State — Zip — Relationship to Owner

6. CITIZENSHIP - If more space is necessary, use Special Instructions section. (Non-resident alien owners may be subject to a mandatory 30% federal withholding. An IRS form W8 is required prior to issue.)

Are the following parties U.S. Citizens? *(If "NO" complete this entire section)*

● Owner ☐ Yes ☐ No ● Joint Owner ☐ Yes ☐ No

● Annuitant(s) ☐ Yes ☐ No ● Beneficiary(ies) ☐ Yes ☐ 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)

7. PURCHASE PAYMENT

Payment Information:

Cash with application: $_____

Approximate 1035 or transfer/rollover amount: $_____

Total Initial Purchase Amount: $_____

Source of Payment: ☐ Regular ☐ Transfer[1,2] ☐ Rollover[1,2] ☐ 1035 Exchange[1,2]

[1]Origin of Payment: ☐ Fixed Annuity ☐ Variable Annuity ☐ Fixed Life ☐ Variable Life ☐ Non-Insurance Asset

[2]Additional form required to request funds

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

8. TAX QUALIFICATION STATUS OF ANNUITY APPLIED FOR

☐ **Non-Qualified**

☐ **Qualified (Please select one):** ☐ Traditional IRA ☐ SEP IRA[1] ☐ SIMPLE IRA ☐ Roth IRA[2]

Payment Tax Year (if applicable) _____ Contribution Amount $_____

[1]For SEP Only: ☐ Traditional IRA Contribution ☐ SEP IRA Contribution

[2]Transfer/rollovers from a Designated Roth 401(k)/403(b) 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 RothAccount** ☐ 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 401(k)/403(b) Account may only transfer/rollover to a Roth IRA.

10. CREDITING STRATEGIES

_____ % Annual Point to Point

_____ % Annual Point to Point with Low Water Mark

_____ % Annual Point to Point with Monthly Averaging

_____ % Monthly Cap

_____ % Fixed Account

11. GUARANTEED LIFETIME WITHDRAWAL BENEFIT RIDER

_____ (initial here) I understand that I am applying for an indexed annuity with the Guaranteed Lifetime Withdrawal Benefit Rider. I understand the Guaranteed Income Percentage will be based upon the age of the youngest annuitant listed in Sections 3 and 4. If Section 4 is blank, the Guaranteed Income Percentage will be based upon the age of the annuitant listed in Section 3 only.

12. 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 _____

13. SPECIAL INSTRUCTIONS

_____

_____

_____

_____

14. IMPORTANT INFORMATION AND SIGNATURES

For Applicants in Arkansas, 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 Louisiana and 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 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 understand that withdrawals made prior to the end of a guarantee period may be subject to a Market Value Adjustment (MVA) which may be positive or negative.

I declare: To the best of my knowledge and belief, all statements and answers are true, complete and correctly reported. I also understand information provided constitutes representations and not warranties.

_____ (initial here for residents in Massachusetts) **I understand that I am applying for an indexed annuity; that while the values of the policy may be affected by an external index, the policy does not directly participate in any stock or equity investments; and that any values shown (other than guaranteed minimum values) are not guarantees, promises or warranties.**

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) _____

15. 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 ☐ Multi-Line Agent ☐ Financial Specialist ☐ Sales Producer		Phone No. ( )	Fax No. ( )	E-Mail Address
Partner Agent Printed Name	Split %	Agent Number	Florida License Number	
Agent Type ☐ Multi-Line Agent ☐ Financial Specialist ☐ 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 _____

Please Complete All Pages

Application for the
Allstate Indexed Annuity

Limited Flexible Premium Deferred Indexed Annuity Issued by Allstate Life Insurance Company

Allstate Life Insurance Company
P.O. Box 660191, Dallas, TX 75266-0191
1-800-632-3492

Make Check Payable to:
Allstate Life Insurance Company

For Applicants in Alaska: Upon your written request we will provide you, within 10 days, reasonable factual information concerning the benefits and provisions of this 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 a full refund of all monies paid, less withdrawals.

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 we will refund to you the Value of the Purchase Payments made as of the date of cancellation, less withdrawals.

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.

☐ M ☐ F

Owner's Name — Gender

SSN/TIN — Date of Birth (MM/DD/YYYY)

Street Address — City/State/Zip — Telephone — E-Mail Address

☐ M ☐ 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.

☐ Individual/Joint ☐ Partnership ☐ Minor (UTMA/UGMA) ☐ Charitable Remainder Trust[1] ☐ Corporation/Association
☐ Grantor Trust[1,2] ☐ Non Grantor Trust[1,3] ☐ 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.

☐ M ☐ F

Annuitant's Name — Gender

SSN/TIN — Date of Birth (MM/DD/YYYY)

Street Address — City/State/Zip — Relationship to Owner

4. JOINT ANNUITANT - For non-qualified situations only. (The Joint Annuitant option is only available when the Owner is a natural person.)

☐ M ☐ F

Joint Annuitant's Name — Gender

SSN/TIN — Date of Birth (MM/DD/YYYY)

Street Address — City/State/Zip — Relationship to Owner

Please Complete All Pages

5. BENEFICIARY - Include any additional information in the Special Instructions section.

1. ☐ Primary ☐ Contingent %

Beneficiary Name — Percentage

SSN/TIN — Date of Birth (MM/DD/YYYY)

Street Address (No PO Boxes or C/O) — City — State — Zip — Relationship to Owner

2. ☐ Primary ☐ Contingent %

Beneficiary Name — Percentage

SSN/TIN — Date of Birth (MM/DD/YYYY)

Street Address (No PO Boxes or C/O) — City — State — Zip — Relationship to Owner

6. CITIZENSHIP - If more space is necessary, use Special Instructions section. (Non-resident alien owners may be subject to a mandatory 30% federal withholding. An IRS form W8 is required prior to issue.)

Are the following parties U.S. Citizens? *(If "NO" complete this entire section)*

- Owner ☐ Yes ☐ No
- Joint Owner ☐ Yes ☐ No
- Annuitant(s) ☐ Yes ☐ No
- Beneficiary(ies) ☐ Yes ☐ 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)

7. PURCHASE PAYMENT

Payment Information:

Cash with application: $_____

Approximate 1035 or transfer/rollover amount: $_____

Total Initial Purchase Amount: $_____

Source of Payment: ☐ Regular ☐ Transfer[1,2] ☐ Rollover[1,2] ☐ 1035 Exchange[1,2]

[1]Origin of Payment: ☐ Fixed Annuity ☐ Variable Annuity ☐ Fixed Life ☐ Variable Life ☐ Non-Insurance Asset

[2]Additional form required to request funds

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

8. TAX QUALIFICATION STATUS OF ANNUITY APPLIED FOR

☐ **Non-Qualified**

☐ **Qualified (Please select one):** ☐ Traditional IRA ☐ SEP IRA[1] ☐ SIMPLE IRA ☐ Roth IRA[2]

Payment Tax Year (if applicable) _____ Contribution Amount $_____

[1]For SEP Only: ☐ Traditional IRA Contribution ☐ SEP IRA Contribution

[2]Transfer/rollovers from a Designated Roth 401(k)/403(b) 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 RothAccount** ☐ 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 401(k)/403(b) Account may only transfer/rollover to a Roth IRA.

10. CREDITING STRATEGIES

_____ % Annual Point to Point

_____ % Annual Point to Point with Low Water Mark

_____ % Annual Point to Point with Monthly Averaging

_____ % Monthly Cap

_____ % Fixed Account

11. 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 _____

12. SPECIAL INSTRUCTIONS

_____

_____

_____

_____

13. IMPORTANT INFORMATION AND SIGNATURES

For Applicants in Arkansas, 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 Louisiana and 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 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 understand that withdrawals made prior to the end of a guarantee period may be subject to a Market Value Adjustment (MVA) which may be positive or negative.

I declare: To the best of my knowledge and belief, all statements and answers are true, complete and correctly reported. I also understand information provided constitutes representations and not warranties.

_____ (initial here for residents in Massachusetts) **I understand that I am applying for an indexed annuity; that while the values of the policy may be affected by an external index, the policy does not directly participate in any stock or equity investments; and that any values shown (other than guaranteed minimum values) are not guarantees, promises or warranties.**

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) _____

14. 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 ☐ Multi-Line Agent ☐ Financial Specialist ☐ Sales Producer		Phone No. ( )	Fax No. ( )	E-Mail Address
Partner Agent Printed Name	Split %	Agent Number	Florida License Number	
Agent Type ☐ Multi-Line Agent ☐ Financial Specialist ☐ 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 INDEXED ANNUITY DISCLOSURE STATEMENT

Allstate Life Insurance Company
P.O. Box 660191, Dallas, TX 75266-0191
1-800-632-3492

Thank you for selecting the Allstate Indexed Annuity from Allstate Life Insurance Company. We want to ensure that you understand the provisions of your annuity.

ANNUITY CONTRACT Your Indexed Annuity (Contract Series LU10996) is a Limited Flexible Premium Deferred Indexed Annuity issued by Allstate Life Insurance Company. The minimum purchase payment amount is $5,000. Additional purchase payments may be made during the accumulation phase for the first 24 months after the issue date. We may limit the amount of purchase payments we will accept. Charges for optional riders, if selected, may reduce the value of the annuity. The Issue Date of your Contract will be shown on the Annuity Data Page. Your Contract will be mailed to you soon after your application is approved by Allstate Life Insurance Company. You may return your Contract for a full refund of the Purchase Payments, less any withdrawals, by written notification within twenty days after you receive it. (In certain instances, the right to return may extend beyond 20 days.)

LONG-TERM PURPOSE Your Indexed Annuity is designed for long-term savings. There are two distinct phases of the annuity: the Accumulation Phase comes first and is followed by the Payout Phase. During the Accumulation Phase, any interest earned on your Contract will be tax-deferred until withdrawn.

ACCOUNT OPTIONS Account options are the Fixed Account and the Indexed Account(s) under this Contract. You may allocate a portion of your payment to the Fixed Account or any Indexed Account(s). The minimum used to establish a Fixed Account or any Indexed Account is $3,000. The Contract Value is the purchase payment(s); plus interest credited; minus any withdrawals, taxes and previous withdrawals. The Fixed Account value is any amounts allocated to a Fixed Account whether by Purchase Payment or by transfer from an expiring Fixed Account or an expiring Indexed Account to a new Fixed Account; plus credited interest; minus any withdrawals, taxes, and previous withdrawals. The Indexed Account value is any amounts allocated to the Indexed Account whether by Purchase Payment or by transfer from an expiring Indexed Account or an expiring Fixed Account to a new Indexed Account; plus interest which is credited to the Indexed Account on the day the Indexed Account expires; minus any withdrawals, taxes or withdrawal charges on previous withdrawals.

PURCHASE PAYMENT BONUS If available, a Purchase Payment Bonus equal to a percentage of the Purchase Payment applied to the Contract will be added to the Contract Value on the date a purchase payment is applied to the Contract. The Purchase Payment Bonus percentage for the Initial Purchase Payment is shown on the Annuity Data Page. Purchase Payment Bonus Percentages for Purchase Payments applied after the issue date will be determined as of the date the Purchase Payment is applied to the Contract.

GUARANTEED LIFETIME WITHDRAWAL BENEFIT RIDER A Guaranteed Lifetime Withdrawal Benefit Rider may be attached to your Contract. This rider provides a withdrawal benefit that allows withdrawals within specified limits for the lifetime of the Annuitants or Joint Annuitants on the Contract. If the Contract Value is reduced to zero and the Guaranteed Income Amount is greater than zero, the payments will be distributed through the Guaranteed Income Payout Phase. The Rider fee will reduce the value of the annuity. The Rider fee percentage for the Guaranteed Lifetime Withdrawal Benefit Rider is found on the Rider Data Page.

MINIMUM GUARANTEED VALUE The Minimum Guaranteed Value is equal to 87.5% of Your Purchase Payment accumulated at the Minimum Guaranteed Value Rate from the date the Purchase Payment was applied to the contract; minus withdrawals accumulated at the Minimum Guaranteed Value Rate from the date of withdrawal; minus the cumulative amount of fees and charges associated with this Contract or any riders attached to the Contract; minus any applicable taxes.

FIXED ACCOUNT Interest in the Fixed Account will be credited daily at a rate which compounds over one year and will equal the Annualized Effective Interest Rate We set for that Fixed Account. The Annualized Effective Interest Rate for any Fixed Account established on the Issue Date of the Contract is shown on the Annuity Data Page. Annual Effective Interest Rates will be declared by Us at each Purchase Payment Anniversary. This interest rate will never be less than the Fixed Account Minimum Guaranteed Annualized Effective Interest Rate as shown on the Annuity Data Page.

MARKET VALUE ADJUSTMENT (MVA) The MVA is an adjustment to the account values based on interest rate conditions at the time of withdrawal, surrender or annuitization compared to the beginning of the relevant withdrawal charge period. The MVA formula is explained in the Market Value Adjustment provision of your Contract. Withdrawals from an Indexed Account or a Fixed Account during the Withdrawal Charge Period will be subject to a MVA as set forth below.

If the publication of any component of the MVA Index is discontinued, or if the calculation of any component of the MVA 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.

Only the amount that exceeds the Free Withdrawal Amount for that account in the same Contract Year will have a MVA. The Market Value Adjustment may increase or decrease the amount payable to You.

The amount payable to You on a full surrender will not be less than the Minimum Guaranteed Value.

Any MVA will be waived on withdrawals taken to satisfy IRS minimum distribution rules but only to the extent the cumulative Free Withdrawal Amounts have been depleted. The waiver of any MVA under this provision is permitted only for withdrawals that satisfy required distributions resulting solely from this Contract.

CREDITING STRATEGIES We may offer one or more of the following Crediting Strategies. If we make additional Crediting Strategies available, we will notify you by mail.

- **Annual Point to Point Crediting Strategy:** Interest will be credited to Your Indexed Account at the end of the Purchase Payment Year. Interest will not be credited on any other day of the Purchase Payment year.

- **Annual Point to Point with Low Water Mark Crediting Strategy Rider:** In the first Purchase Payment Year, the Index Increase for this Rider uses the lowest daily close of the Index in the first 90 days since the Purchase Payment Date to calculate the Index Increase. This Crediting Strategy will only be available on any Purchase Payment start date. Once this Crediting Strategy is selected, You cannot transfer this Index Account Value to another Indexed Account(s) while Withdrawal Charges apply to this Contract.

- **Annual Point to Point with Monthly Averaging Crediting Strategy Rider:** The Index Increase for this Rider equals the average of the Index values on each Purchase Payment Month Anniversary of the Purchase Payment Year, divided by the Index value at the beginning of the Purchase Payment Year, minus one, multiplied by the Participation Rate.

- **Monthly Cap Crediting Strategy Rider:** The Index Increase for this Rider equals the sum of the percentage changes in the Index on each Purchase Payment Month Anniversary, multiplied by the Participation Rate taken over the Purchase Payment Year. A percentage change greater than zero is subject to the monthly Cap. There is no Floor on the monthly percentage changes. The Index Increase is subject to the Floor at the end of the Purchase Payment Year.

Each Indexed Account option has its own Index Rate, Cap and Floor. The Participation Rate, Cap and Floor for the Indexed Account(s) are shown on the Annuity Data Page of your Contract. The Cap is only guaranteed for one year, and may change on any Purchase Payment Anniversary, subject to the minimum Cap rates shown on the Annuity Data Page, which apply during the Withdrawal Charge Period. For subsequent Indexed Accounts, the Index Rate, Cap and Floor are applicable as of the date the subsequent Indexed Account is opened and are guaranteed for one year there after.

FREE WITHDRAWAL AMOUNT During each Contract Year You may withdraw the Free Withdrawal Amount without incurring a Withdrawal Charge or Market Value Adjustment; however, the amount withdrawn may be subject to any applicable taxes.

WITHDRAWAL CHARGE The Withdrawal Charge is based on the Purchase Payment Year in which the withdrawal occurs. Distributions taken prior to payout or annuitization are generally considered to come from the gain in the Contract first. If the Contract is tax-qualified, generally all withdrawals are treated as distributions of gain. Withdrawals of gain are taxed as ordinary income and, if taken prior to age 59½, may be subject to an additional 10% federal penalty tax. Upon full surrender, you will receive the Contract Value minus the Withdrawal Charge and any applicable taxes, and subject to a MVA or the Minimum Guaranteed Value if higher. The Withdrawal Charges are as follows:

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

If applicable in your state, Withdrawal Charges may be waived prior to the Payout Start Date under the terms of an endorsement to your Contract if it is medically necessary for you to be confined to a long-term care facility or hospital for at least 90 consecutive days, or become terminally ill. Also, if applicable in your state, Withdrawal Charges may be waived, after an Elimination Period, and prior to the Payout Start Date under the terms of an endorsement to your Contract if 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 2 of the 6 Activities of Daily Living for at least 90 consecutive days, as defined in the endorsement.

PAYOUT OPTIONS You or a person you designate may elect to receive Income Payments at least 24 months after the Issue Date on or before the Contract Maturity Date. The Contract Maturity Date, will be the later of the contract anniversary following the date of the 90th birthday of the oldest Annuitant(s) named in the Contract on the Issue Date or the 10th Anniversary of the Contract. A portion of each payment will be considered taxable and the remaining portion will be a non-taxable return of your investment in the Contract, which is also called the “basis”. Once the investment in the Contract is depleted, all remaining payments will be fully taxable. If the Contract is tax-qualified, generally all payments will be fully taxable. Payments taken prior to age 59½, may be subject to an additional 10% federal penalty tax. Any premium tax or other applicable tax relating to this Contract may be deducted from the Contract Value when the tax is incurred or at a later time of surrender or the start of an Income Plan. The annuitization value will be the Contract Value, or the Minimum Guaranteed Value if higher. The Income Plans available are Guarantee Payment Period, Life Income with Guaranteed Payment Period, and Joint Life Income with Guaranteed Payment Period.

DEATH BENEFIT Before the Payout Start Date, the Death Benefit is equal to the greater of the Contract Value or the value received by the Owner upon full surrender. Withdrawal Charges do not apply to the Death Benefit. The value of the Death Benefit is calculated on the date We receive the first complete request for settlement from any Owner. A complete request must include the due proof of death. Generally, the first payment under a payout option must be paid within one year of the Owner's date of death. Generally, if a payout is not selected, the Contract must be fully withdrawn within five years of the Owner's date of death.

For purposes of the Death of Owner options, the date we receive due proof of death will be considered the final Contract Anniversary for the purpose of calculating interest for an Indexed Account and all Indexed Account Values will be transferred to the Fixed Account for the duration of the Contract.

I have received a copy of the company disclosure material for this contract. I understand that any values shown, other than minimum guaranteed values, are not guarantees, promise or warranties.

_____	_____	_____
Print Applicant/Owner Name	Applicant/Owner Signature	Date (MM/DD/YYYY)
_____	_____	_____
Print Agent's Name	Agent's Signature	Date (MM/DD/YYYY)

This disclosure statement must be signed and dated by the producer and maintained by both the producer and issuing company for a period of five (5) years.

Annuities are not insured by FDIC, NCUA, NCUSIF or by any federal government agency. They are not deposits of or guaranteed by any bank or credit union. The financial institution does not guarantee performance by the insurer issuing the annuity.

Please refer to the Contract for additional information on features, benefits, and withdrawal charges. This is not your annuity Contract. All applications are subject to final approval by Allstate Life Insurance Company.

ALLSTATE INDEXED ANNUITY DISCLOSURE STATEMENT

Allstate Life Insurance Company
P.O. Box 660191, Dallas, TX 75266-0191
1-800-632-3492

Thank you for selecting the Allstate Indexed Annuity from Allstate Life Insurance Company. We want to ensure that you understand the provisions of your annuity.

ANNUITY CONTRACT Your Indexed Annuity (Contract Series LU11002) is a Limited Flexible Premium Deferred Indexed Annuity issued by Allstate Life Insurance Company. The minimum purchase payment amount is $5,000. Additional purchase payments may be made during the accumulation phase for the first 24 months after the issue date. We may limit the amount of purchase payments we will accept. Charges for optional riders, if selected, may reduce the value of the annuity. The Issue Date of your Contract will be shown on the Annuity Data Page. Your Contract will be mailed to you soon after your application is approved by Allstate Life Insurance Company. You may return your Contract for a full refund of the Purchase Payments, less any withdrawals, by written notification within twenty days after you receive it. (In certain instances, the right to return may extend beyond 20 days.)

LONG-TERM PURPOSE Your Indexed Annuity is designed for long-term savings. There are two distinct phases of the annuity: the Accumulation Phase comes first and is followed by the Payout Phase. During the Accumulation Phase, any interest earned on your Contract will be tax-deferred until withdrawn.

ACCOUNT OPTIONS Account options are the Fixed Account and the Indexed Account(s) under this Contract. You may allocate a portion of your payment to the Fixed Account or any Indexed Account(s). The minimum used to establish a Fixed Account or any Indexed Account is $3,000. The Contract Value is the purchase payment(s); plus interest credited; minus any withdrawals, taxes and previous withdrawals. The Fixed Account value is any amounts allocated to a Fixed Account whether by Purchase Payment or by transfer from an expiring Fixed Account or an expiring Indexed Account to a new Fixed Account; plus credited interest; minus any withdrawals, taxes, and previous withdrawals. The Indexed Account value is any amounts allocated to the Indexed Account whether by Purchase Payment or by transfer from an expiring Indexed Account or an expiring Fixed Account to a new Indexed Account; plus interest which is credited to the Indexed Account on the day the Indexed Account expires; minus any withdrawals, taxes or withdrawal charges on previous withdrawals.

PURCHASE PAYMENT BONUS If available, a Purchase Payment Bonus equal to a percentage of the Purchase Payment applied to the Contract will be added to the Contract Value on the date a purchase payment is applied to the Contract. The Purchase Payment Bonus percentage for the Initial Purchase Payment is shown on the Annuity Data Page. Purchase Payment Bonus Percentages for Purchase Payments applied after the issue date will be determined as of the date the Purchase Payment is applied to the Contract.

MINIMUM GUARANTEED VALUE The Minimum Guaranteed Value is equal to 87.5% of Your Purchase Payment accumulated at the Minimum Guaranteed Value Rate from the date the Purchase Payment was applied to the contract; minus withdrawals accumulated at the Minimum Guaranteed Value Rate from the date of withdrawal; minus the cumulative amount of fees and charges associated with this Contract or any riders attached to the Contract; minus any applicable taxes.

FIXED ACCOUNT Interest in the Fixed Account will be credited daily at a rate which compounds over one year and will equal the Annualized Effective Interest Rate We set for that Fixed Account. The Annualized Effective Interest Rate for any Fixed Account established on the Issue Date of the Contract is shown on the Annuity Data Page. Annual Effective Interest Rates will be declared by Us at each Purchase Payment Anniversary. This interest rate will never be less than the Fixed Account Minimum Guaranteed Annualized Effective Interest Rate as shown on the Annuity Data Page.

MARKET VALUE ADJUSTMENT (MVA) The MVA is an adjustment to the account values based on interest rate conditions at the time of withdrawal, surrender or annuitization compared to the beginning of the relevant withdrawal charge period. The MVA formula is explained in the Market Value Adjustment provision of your Contract. Withdrawals from an Indexed Account or a Fixed Account during the Withdrawal Charge Period will be subject to a MVA as set forth below.

If the publication of any component of the MVA Index is discontinued, or if the calculation of any component of the MVA 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.

Only the amount that exceeds the Free Withdrawal Amount for that account in the same Contract Year will have a MVA. The Market Value Adjustment may increase or decrease the amount payable to You.

The amount payable to You on a full surrender will not be less than the Minimum Guaranteed Value.

Any MVA will be waived on withdrawals taken to satisfy IRS minimum distribution rules but only to the extent the cumulative Free Withdrawal Amounts have been depleted. The waiver of any MVA under this provision is permitted only for withdrawals that satisfy required distributions resulting solely from this Contract.

CREDITING STRATEGIES We may offer one or more of the following Crediting Strategies. If we make additional Crediting Strategies available, we will notify you by mail.

- **Annual Point to Point Crediting Strategy:** Interest will be credited to Your Indexed Account at the end of the Purchase Payment Year. Interest will not be credited on any other day of the Purchase Payment year.

- **Annual Point to Point with Low Water Mark Crediting Strategy Rider:** In the first Purchase Payment Year, the Index Increase for this Rider uses the lowest daily close of the Index in the first 90 days since the Purchase Payment Date to calculate the Index Increase. This Crediting Strategy will only be available on any Purchase Payment start date. Once this Crediting Strategy is selected, You cannot transfer this Index Account Value to another Indexed Account(s) while Withdrawal Charges apply to this Contract.

- **Annual Point to Point with Monthly Averaging Crediting Strategy Rider:** The Index Increase for this Rider equals the average of the Index values on each Purchase Payment Month Anniversary of the Purchase Payment Year, divided by the Index value at the beginning of the Purchase Payment Year, minus one, multiplied by the Participation Rate.

- **Monthly Cap Crediting Strategy Rider:** The Index Increase for this Rider equals the sum of the percentage changes in the Index on each Purchase Payment Month Anniversary, multiplied by the Participation Rate taken over the Purchase Payment Year. A percentage change greater than zero is subject to the monthly Cap. There is no Floor on the monthly percentage changes. The Index Increase is subject to the Floor at the end of the Purchase Payment Year.

Each Indexed Account option has its own Index Rate, Cap and Floor. The Participation Rate, Cap and Floor for the Indexed Account(s) are shown on the Annuity Data Page of your Contract. The Cap is only guaranteed for one year, and may change on any Purchase Payment Anniversary, subject to the minimum Cap rates shown on the Annuity Data Page, which apply during the Withdrawal Charge Period. For subsequent Indexed Accounts, the Index Rate, Cap and Floor are applicable as of the date the subsequent Indexed Account is opened and are guaranteed for one year there after.

FREE WITHDRAWAL AMOUNT During each Contract Year You may withdraw the Free Withdrawal Amount without incurring a Withdrawal Charge or Market Value Adjustment; however, the amount withdrawn may be subject to any applicable taxes.

WITHDRAWAL CHARGE The Withdrawal Charge is based on the Purchase Payment Year in which the withdrawal occurs. Distributions taken prior to payout or annuitization are generally considered to come from the gain in the Contract first. If the Contract is tax-qualified, generally all withdrawals are treated as distributions of gain. Withdrawals of gain are taxed as ordinary income and, if taken prior to age 59½, may be subject to an additional 10% federal penalty tax. Upon full surrender, you will receive the Contract Value minus the Withdrawal Charge and any applicable taxes, and subject to a MVA or the Minimum Guaranteed Value if higher. The Withdrawal Charges are as follows:

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

If applicable in your state, Withdrawal Charges may be waived prior to the Payout Start Date under the terms of an endorsement to your Contract if it is medically necessary for you to be confined to a long-term care facility or hospital for at least 90 consecutive days, or become terminally ill. Also, if applicable in your state, Withdrawal Charges may be waived, after an Elimination Period, and prior to the Payout Start Date under the terms of an endorsement to your Contract if 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 2 of the 6 Activities of Daily Living for at least 90 consecutive days, as defined in the endorsement.

PAYOUT OPTIONS You or a person you designate may elect to receive Income Payments at least 24 months after the Issue Date on or before the Contract Maturity Date. The Contract Maturity Date, will be the later of the contract anniversary following the date of the 90th birthday of the oldest Annuitant(s) named in the Contract on the Issue Date or the 10th Anniversary of the Contract. A portion of each payment will be considered taxable and the remaining portion will be a non-taxable return of your investment in the Contract, which is also called the “basis”. Once the investment in the Contract is depleted, all remaining payments will be fully taxable. If the Contract is tax-qualified, generally all payments will be fully taxable. Payments taken prior to age 59½, may be subject to an additional 10% federal penalty tax. Any premium tax or other applicable tax relating to this Contract may be deducted from the Contract Value when the tax is incurred or at a later time of surrender or the start of an Income Plan. The annuitization value will be the Contract Value, or the Minimum Guaranteed Value if higher. The Income Plans available are Guarantee Payment Period, Life Income with Guaranteed Payment Period, and Joint Life Income with Guaranteed Payment Period.

DEATH BENEFIT Before the Payout Start Date, the Death Benefit is equal to the greater of the Contract Value or the value received by the Owner upon full surrender. Withdrawal Charges do not apply to the Death Benefit. The value of the Death Benefit is calculated on the date We receive the first complete request for settlement from any Owner. A complete request must include the due proof of death. Generally, the first payment under a payout option must be paid within one year of the Owner's date of death. Generally, if a payout is not selected, the Contract must be fully withdrawn within five years of the Owner's date of death.

For purposes of the Death of Owner options, the date we receive due proof of death will be considered the final Contract Anniversary for the purpose of calculating interest for an Indexed Account and all Indexed Account Values will be transferred to the Fixed Account for the duration of the Contract.

I have received a copy of the company disclosure material for this contract. I understand that any values shown, other than minimum guaranteed values, are not guarantees, promise or warranties.

_____	_____	_____
Print Applicant/Owner Name	Applicant/Owner Signature	Date (MM/DD/YYYY)
_____	_____	_____
Print Agent's Name	Agent's Signature	Date (MM/DD/YYYY)

This disclosure statement must be signed and dated by the producer and maintained by both the producer and issuing company for a period of five (5) years.

Annuities are not insured by FDIC, NCUA, NCUSIF or by any federal government agency. They are not deposits of or guaranteed by any bank or credit union. The financial institution does not guarantee performance by the insurer issuing the annuity.

Please refer to the Contract for additional information on features, benefits, and withdrawal charges. This is not your annuity Contract. All applications are subject to final approval by Allstate Life Insurance Company.

ALLSTATE INDEXED ANNUITY DISCLOSURE STATEMENT

Allstate Life Insurance Company
P.O. Box 660191, Dallas, TX 75266-0191
1-800-632-3492

Thank you for selecting the Allstate Indexed Annuity from Allstate Life Insurance Company. We want to ensure that you understand the provisions of your annuity.

ANNUITY CONTRACT Your Indexed Annuity (Contract Series LU11017) is a Limited Flexible Premium Deferred Indexed Annuity issued by Allstate Life Insurance Company. The minimum purchase payment amount is $5,000. Additional purchase payments may be made during the accumulation phase for the first 24 months after the issue date. We may limit the amount of purchase payments we will accept. Charges for optional riders, if selected, may reduce the value of the annuity. The Issue Date of your Contract will be shown on the Annuity Data Page. Your Contract will be mailed to you soon after your application is approved by Allstate Life Insurance Company. You may return your Contract for a full refund of the Purchase Payments, less any withdrawals, by written notification within twenty days after you receive it. (In certain instances, the right to return may extend beyond 20 days.)

LONG-TERM PURPOSE Your Indexed Annuity is designed for long-term savings. There are two distinct phases of the annuity: the Accumulation Phase comes first and is followed by the Payout Phase. During the Accumulation Phase, any interest earned on your Contract will be tax-deferred until withdrawn.

ACCOUNT OPTIONS Account options are the Fixed Account and the Indexed Account(s) under this Contract. You may allocate a portion of your payment to the Fixed Account or any Indexed Account(s). The minimum used to establish a Fixed Account or any Indexed Account is $3,000. The Contract Value is the purchase payment(s); plus interest credited; minus any withdrawals, taxes and previous withdrawals. The Fixed Account value is any amounts allocated to a Fixed Account whether by Purchase Payment or by transfer from an expiring Fixed Account or an expiring Indexed Account to a new Fixed Account; plus credited interest; minus any withdrawals, taxes, and previous withdrawals. The Indexed Account value is any amounts allocated to the Indexed Account whether by Purchase Payment or by transfer from an expiring Indexed Account or an expiring Fixed Account to a new Indexed Account; plus interest which is credited to the Indexed Account on the day the Indexed Account expires; minus any withdrawals, taxes or withdrawal charges on previous withdrawals.

PURCHASE PAYMENT BONUS If available, a Purchase Payment Bonus equal to a percentage of the Purchase Payment applied to the Contract will be added to the Contract Value on the date a purchase payment is applied to the Contract. The Purchase Payment Bonus percentage for the Initial Purchase Payment is shown on the Annuity Data Page. Purchase Payment Bonus Percentages for Purchase Payments applied after the issue date will be determined as of the date the Purchase Payment is applied to the Contract.

GUARANTEED LIFETIME WITHDRAWAL BENEFIT RIDER A Guaranteed Lifetime Withdrawal Benefit Rider may be attached to your Contract. This rider provides a withdrawal benefit that allows withdrawals within specified limits for the lifetime of the Annuitants or Joint Annuitants on the Contract. If the Contract Value is reduced to zero and the Guaranteed Income Amount is greater than zero, the payments will be distributed through the Guaranteed Income Payout Phase. The Rider fee will reduce the value of the annuity. The Rider fee percentage for the Guaranteed Lifetime Withdrawal Benefit Rider is found on the Rider Data Page.

MINIMUM GUARANTEED VALUE The Minimum Guaranteed Value is equal to 87.5% of Your Purchase Payment accumulated at the Minimum Guaranteed Value Rate from the date the Purchase Payment was applied to the contract; minus withdrawals accumulated at the Minimum Guaranteed Value Rate from the date of withdrawal; minus the cumulative amount of fees and charges associated with this Contract or any riders attached to the Contract; minus any applicable taxes.

FIXED ACCOUNT Interest in the Fixed Account will be credited daily at a rate which compounds over one year and will equal the Annualized Effective Interest Rate We set for that Fixed Account. The Annualized Effective Interest Rate for any Fixed Account established on the Issue Date of the Contract is shown on the Annuity Data Page. Annual Effective Interest Rates will be declared by Us at each Purchase Payment Anniversary. This interest rate will never be less than the Fixed Account Minimum Guaranteed Annualized Effective Interest Rate as shown on the Annuity Data Page.

MARKET VALUE ADJUSTMENT (MVA) The MVA is an adjustment to the account values based on interest rate conditions at the time of withdrawal, surrender or annuitization compared to the beginning of the relevant withdrawal charge period. The MVA formula is explained in the Market Value Adjustment provision of your Contract. Withdrawals from an Indexed Account or a Fixed Account during the Withdrawal Charge Period will be subject to a MVA as set forth below.

If the publication of any component of the MVA Index is discontinued, or if the calculation of any component of the MVA 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.

Only the amount that exceeds the Free Withdrawal Amount for that account in the same Contract Year will have a MVA. The Market Value Adjustment may increase or decrease the amount payable to You.

The amount payable to You on a full surrender will not be less than the Minimum Guaranteed Value.

Any MVA will be waived on withdrawals taken to satisfy IRS minimum distribution rules but only to the extent the cumulative Free Withdrawal Amounts have been depleted. The waiver of any MVA under this provision is permitted only for withdrawals that satisfy required distributions resulting solely from this Contract.

CREDITING STRATEGIES We may offer one or more the the following Crediting Strategies. If we make additional Crediting Strategies available, we will notify you by mail.

- **Annual Point to Point Crediting Strategy:** Interest will be credited to Your Indexed Account at the end of the Purchase Payment Year. Interest will not be credited on any other day of the Purchase Payment year.

- **Annual Point to Point with Low Water Mark Crediting Strategy Rider:** In the first Purchase Payment Year, the Index Increase for this Rider uses the lowest daily close of the Index in the first 90 days since the Purchase Payment Date to calculate the Index Increase. This Crediting Strategy will only be available on any Purchase Payment start date. Once this Crediting Strategy is selected, You cannot transfer this Index Account Value to another Indexed Account(s) while Withdrawal Charges apply to this Contract.

- **Annual Point to Point with Monthly Averaging Crediting Strategy Rider:** The Index Increase for this Rider equals the average of the Index values on each Purchase Payment Month Anniversary of the Purchase Payment Year, divided by the Index value at the beginning of the Purchase Payment Year, minus one, multiplied by the Participation Rate.

- **Monthly Cap Crediting Strategy Rider:** The Index Increase for this Rider equals the sum of the percentage changes in the Index on each Purchase Payment Month Anniversary, multiplied by the Participation Rate taken over the Purchase Payment Year. A percentage change greater than zero is subject to the monthly Cap. There is no Floor on the monthly percentage changes. The Index Increase is subject to the Floor at the end of the Purchase Payment Year.

Each Indexed Account option has its own Index Rate, Cap and Floor. The Participation Rate, Cap and Floor for the Indexed Account(s) are shown on the Annuity Data Page of your Contract. The Cap is only guaranteed for one year, and may change on any Purchase Payment Anniversary, subject to the minimum Cap rates shown on the Annuity Data Page, which apply during the Withdrawal Charge Period. For subsequent Indexed Accounts, the Index Rate, Cap and Floor are applicable as of the date the subsequent Indexed Account is opened and are guaranteed for one year there after.

FREE WITHDRAWAL AMOUNT During each Contract Year You may withdraw the Free Withdrawal Amount without incurring a Withdrawal Charge or Market Value Adjustment; however, the amount withdrawn may be subject to any applicable taxes.

WITHDRAWAL CHARGE The Withdrawal Charge is based on the Purchase Payment Year in which the withdrawal occurs. Distributions taken prior to payout or annuitization are generally considered to come from the gain in the Contract first. If the Contract is tax-qualified, generally all withdrawals are treated as distributions of gain. Withdrawals of gain are taxed as ordinary income and, if taken prior to age 59½, may be subject to an additional 10% federal penalty tax. Upon full surrender, you will receive the Contract Value minus the Withdrawal Charge and any applicable taxes, and subject to a MVA or the Minimum Guaranteed Value if higher. The Withdrawal Charges are as follows:

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

If applicable in your state, Withdrawal Charges may be waived prior to the Payout Start Date under the terms of an endorsement to your Contract if it is medically necessary for you to be confined to a long-term care facility or hospital for at least 90 consecutive days, or become terminally ill. Also, if applicable in your state, Withdrawal Charges may be waived, after an Elimination Period, and prior to the Payout Start Date under the terms of an endorsement to your Contract if 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 2 of the 6 Activities of Daily Living for at least 90 consecutive days, as defined in the endorsement.

PAYOUT OPTIONS You or a person you designate may elect to receive Income Payments at least 24 months after the Issue Date on or before the Contract Maturity Date. The Contract Maturity Date, will be the later of the contract anniversary following the date of the 90th birthday of the oldest Annuitant(s) named in the Contract on the Issue Date or the 10th Anniversary of the Contract. A portion of each payment will be considered taxable and the remaining portion will be a non-taxable return of your investment in the Contract, which is also called the “basis”. Once the investment in the Contract is depleted, all remaining payments will be fully taxable. If the Contract is tax-qualified, generally all payments will be fully taxable. Payments taken prior to age 59½, may be subject to an additional 10% federal penalty tax. Any premium tax or other applicable tax relating to this Contract may be deducted from the Contract Value when the tax is incurred or at a later time of surrender or the start of an Income Plan. The annuitization value will be the Contract Value, or the Minimum Guaranteed Value if higher. The Income Plans available are Guarantee Payment Period, Life Income with Guaranteed Payment Period, and Joint Life Income with Guaranteed Payment Period.

DEATH BENEFIT Before the Payout Start Date, the Death Benefit is equal to the greater of the Contract Value or the value received by the Owner upon full surrender. Withdrawal Charges do not apply to the Death Benefit. The value of the Death Benefit is calculated on the date We receive the first complete request for settlement from any Owner. A complete request must include the due proof of death. Generally, the first payment under a payout option must be paid within one year of the Owner's date of death. Generally, if a payout is not selected, the Contract must be fully withdrawn within five years of the Owner's date of death.

For purposes of the Death of Owner options, the date we receive due proof of death will be considered the final Contract Anniversary for the purpose of calculating interest for an Indexed Account and all Indexed Account Values will be transferred to the Fixed Account for the duration of the Contract.

I have received a copy of the company disclosure material for this contract. I understand that any values shown, other than minimum guaranteed values, are not guarantees, promise or warranties.

_____	_____	_____
Print Applicant/Owner Name	Applicant/Owner Signature	Date (MM/DD/YYYY)
_____	_____	_____
Print Agent's Name	Agent's Signature	Date (MM/DD/YYYY)

This disclosure statement must be signed and dated by the producer and maintained by both the producer and issuing company for a period of five (5) years.

Annuities are not insured by FDIC, NCUA, NCUSIF or by any federal government agency. They are not deposits of or guaranteed by any bank or credit union. The financial institution does not guarantee performance by the insurer issuing the annuity.

Please refer to the Contract for additional information on features, benefits, and withdrawal charges. This is not your annuity Contract. All applications are subject to final approval by Allstate Life Insurance Company.

ALLSTATE INDEXED ANNUITY DISCLOSURE STATEMENT

Allstate Life Insurance Company
P.O. Box 660191, Dallas, TX 75266-0191
1-800-632-3492

Thank you for selecting the Allstate Indexed Annuity from Allstate Life Insurance Company. We want to ensure that you understand the provisions of your annuity.

ANNUITY CONTRACT Your Indexed Annuity (Contract Series LU11018) is a Limited Flexible Premium Deferred Indexed Annuity issued by Allstate Life Insurance Company. The minimum purchase payment amount is $5,000. Additional purchase payments may be made during the accumulation phase for the first 24 months after the issue date. We may limit the amount of purchase payments we will accept. Charges for optional riders, if selected, may reduce the value of the annuity. The Issue Date of your Contract will be shown on the Annuity Data Page. Your Contract will be mailed to you soon after your application is approved by Allstate Life Insurance Company. You may return your Contract for a full refund of the Purchase Payments, less any withdrawals, by written notification within twenty days after you receive it. (In certain instances, the right to return may extend beyond 20 days.)

LONG-TERM PURPOSE Your Indexed Annuity is designed for long-term savings. There are two distinct phases of the annuity: the Accumulation Phase comes first and is followed by the Payout Phase. During the Accumulation Phase, any interest earned on your Contract will be tax-deferred until withdrawn.

ACCOUNT OPTIONS Account options are the Fixed Account and the Indexed Account(s) under this Contract. You may allocate a portion of your payment to the Fixed Account or any Indexed Account(s). The minimum used to establish a Fixed Account or any Indexed Account is $3,000. The Contract Value is the purchase payment(s); plus interest credited; minus any withdrawals, taxes and previous withdrawals. The Fixed Account value is any amounts allocated to a Fixed Account whether by Purchase Payment or by transfer from an expiring Fixed Account or an expiring Indexed Account to a new Fixed Account; plus credited interest; minus any withdrawals, taxes, and previous withdrawals. The Indexed Account value is any amounts allocated to the Indexed Account whether by Purchase Payment or by transfer from an expiring Indexed Account or an expiring Fixed Account to a new Indexed Account; plus interest which is credited to the Indexed Account on the day the Indexed Account expires; minus any withdrawals, taxes or withdrawal charges on previous withdrawals.

PURCHASE PAYMENT BONUS If available, a Purchase Payment Bonus equal to a percentage of the Purchase Payment applied to the Contract will be added to the Contract Value on the date a purchase payment is applied to the Contract. The Purchase Payment Bonus percentage for the Initial Purchase Payment is shown on the Annuity Data Page. Purchase Payment Bonus Percentages for Purchase Payments applied after the issue date will be determined as of the date the Purchase Payment is applied to the Contract.

MINIMUM GUARANTEED VALUE The Minimum Guaranteed Value is equal to 87.5% of Your Purchase Payment accumulated at the Minimum Guaranteed Value Rate from the date the Purchase Payment was applied to the contract; minus withdrawals accumulated at the Minimum Guaranteed Value Rate from the date of withdrawal; minus the cumulative amount of fees and charges associated with this Contract or any riders attached to the Contract; minus any applicable taxes.

FIXED ACCOUNT Interest in the Fixed Account will be credited daily at a rate which compounds over one year and will equal the Annualized Effective Interest Rate We set for that Fixed Account. The Annualized Effective Interest Rate for any Fixed Account established on the Issue Date of the Contract is shown on the Annuity Data Page. Annual Effective Interest Rates will be declared by Us at each Purchase Payment Anniversary. This interest rate will never be less than the Fixed Account Minimum Guaranteed Annualized Effective Interest Rate as shown on the Annuity Data Page.

MARKET VALUE ADJUSTMENT (MVA) The MVA is an adjustment to the account values based on interest rate conditions at the time of withdrawal, surrender or annuitization compared to the beginning of the relevant withdrawal charge period. The MVA formula is explained in the Market Value Adjustment provision of your Contract. Withdrawals from an Indexed Account or a Fixed Account during the Withdrawal Charge Period will be subject to a MVA as set forth below.

If the publication of any component of the MVA Index is discontinued, or if the calculation of any component of the MVA 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.

Only the amount that exceeds the Free Withdrawal Amount for that account in the same Contract Year will have a MVA. The Market Value Adjustment may increase or decrease the amount payable to You.

The amount payable to You on a full surrender will not be less than the Minimum Guaranteed Value.

Any MVA will be waived on withdrawals taken to satisfy IRS minimum distribution rules but only to the extent the cumulative Free Withdrawal Amounts have been depleted. The waiver of any MVA under this provision is permitted only for withdrawals that satisfy required distributions resulting solely from this Contract.

CREDITING STRATEGIES We may offer one or more of the following Crediting Strategies. If we make additional Crediting Strategies available, we will notify you by mail.

- **Annual Point to Point Crediting Strategy:** Interest will be credited to Your Indexed Account at the end of the Purchase Payment Year. Interest will not be credited on any other day of the Purchase Payment year.

- **Annual Point to Point with Low Water Mark Crediting Strategy Rider:** In the first Purchase Payment Year, the Index Increase for this Rider uses the lowest daily close of the Index in the first 90 days since the Purchase Payment Date to calculate the Index Increase. This Crediting Strategy will only be available on any Purchase Payment start date. Once this Crediting Strategy is selected, You cannot transfer this Index Account Value to another Indexed Account(s) while Withdrawal Charges apply to this Contract.

- **Annual Point to Point with Monthly Averaging Crediting Strategy Rider:** The Index Increase for this Rider equals the average of the Index values on each Purchase Payment Month Anniversary of the Purchase Payment Year, divided by the Index value at the beginning of the Purchase Payment Year, minus one, multiplied by the Participation Rate.

- **Monthly Cap Crediting Strategy Rider:** The Index Increase for this Rider equals the sum of the percentage changes in the Index on each Purchase Payment Month Anniversary, multiplied by the Participation Rate taken over the Purchase Payment Year. A percentage change greater than zero is subject to the monthly Cap. There is no Floor on the monthly percentage changes. The Index Increase is subject to the Floor at the end of the Purchase Payment Year.

Each Indexed Account option has its own Index Rate, Cap and Floor. The Participation Rate, Cap and Floor for the Indexed Account(s) are shown on the Annuity Data Page of your Contract. The Cap is only guaranteed for one year, and may change on any Purchase Payment Anniversary, subject to the minimum Cap rates shown on the Annuity Data Page, which apply during the Withdrawal Charge Period. For subsequent Indexed Accounts, the Index Rate, Cap and Floor are applicable as of the date the subsequent Indexed Account is opened and are guaranteed for one year there after.

FREE WITHDRAWAL AMOUNT During each Contract Year You may withdraw the Free Withdrawal Amount without incurring a Withdrawal Charge or Market Value Adjustment; however, the amount withdrawn may be subject to any applicable taxes.

WITHDRAWAL CHARGE The Withdrawal Charge is based on the Purchase Payment Year in which the withdrawal occurs. Distributions taken prior to payout or annuitization are generally considered to come from the gain in the Contract first. If the Contract is tax-qualified, generally all withdrawals are treated as distributions of gain. Withdrawals of gain are taxed as ordinary income and, if taken prior to age 59½, may be subject to an additional 10% federal penalty tax. Upon full surrender, you will receive the Contract Value minus the Withdrawal Charge and any applicable taxes, and subject to a MVA or the Minimum Guaranteed Value if higher. The Withdrawal Charges are as follows:

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

If applicable in your state, Withdrawal Charges may be waived prior to the Payout Start Date under the terms of an endorsement to your Contract if it is medically necessary for you to be confined to a long-term care facility or hospital for at least 90 consecutive days, or become terminally ill. Also, if applicable in your state, Withdrawal Charges may be waived, after an Elimination Period, and prior to the Payout Start Date under the terms of an endorsement to your Contract if 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 2 of the 6 Activities of Daily Living for at least 90 consecutive days, as defined in the endorsement.

PAYOUT OPTIONS You or a person you designate may elect to receive Income Payments at least 24 months after the Issue Date on or before the Contract Maturity Date. The Contract Maturity Date, will be the later of the contract anniversary following the date of the 90th birthday of the oldest Annuitant(s) named in the Contract on the Issue Date or the 10th Anniversary of the Contract. A portion of each payment will be considered taxable and the remaining portion will be a non-taxable return of your investment in the Contract, which is also called the “basis”. Once the investment in the Contract is depleted, all remaining payments will be fully taxable. If the Contract is tax-qualified, generally all payments will be fully taxable. Payments taken prior to age 59½, may be subject to an additional 10% federal penalty tax. Any premium tax or other applicable tax relating to this Contract may be deducted from the Contract Value when the tax is incurred or at a later time of surrender or the start of an Income Plan. The annuitization value will be the Contract Value, or the Minimum Guaranteed Value if higher. The Income Plans available are Guarantee Payment Period, Life Income with Guaranteed Payment Period, and Joint Life Income with Guaranteed Payment Period.

DEATH BENEFIT Before the Payout Start Date, the Death Benefit is equal to the greater of the Contract Value or the value received by the Owner upon full surrender. Withdrawal Charges do not apply to the Death Benefit. The value of the Death Benefit is calculated on the date We receive the first complete request for settlement from any Owner. A complete request must include the due proof of death. Generally, the first payment under a payout option must be paid within one year of the Owner's date of death. Generally, if a payout is not selected, the Contract must be fully withdrawn within five years of the Owner's date of death.

For purposes of the Death of Owner options, the date we receive due proof of death will be considered the final Contract Anniversary for the purpose of calculating interest for an Indexed Account and all Indexed Account Values will be transferred to the Fixed Account for the duration of the Contract.

I have received a copy of the company disclosure material for this contract. I understand that any values shown, other than minimum guaranteed values, are not guarantees, promise or warranties.

_____	_____	_____
Print Applicant/Owner Name	Applicant/Owner Signature	Date (MM/DD/YYYY)
_____	_____	_____
Print Agent's Name	Agent's Signature	Date (MM/DD/YYYY)

This disclosure statement must be signed and dated by the producer and maintained by both the producer and issuing company for a period of five (5) years.

Annuities are not insured by FDIC, NCUA, NCUSIF or by any federal government agency. They are not deposits of or guaranteed by any bank or credit union. The financial institution does not guarantee performance by the insurer issuing the annuity.

Please refer to the Contract for additional information on features, benefits, and withdrawal charges. This is not your annuity Contract. All applications are subject to final approval by Allstate Life Insurance Company.

Supporting Document Schedules

Item Status: **Status Date:**

Satisfied - Item: Flesch Certification
Comments:
Attachment:
CW Flesch Certification.pdf

Item Status: **Status Date:**

Bypassed - Item: Application
Bypass Reason: See Form Schedule Tab for applications.
Comments:

Item Status: **Status Date:**

Satisfied - Item: Life & Annuity - Acturial Memo
Comments:
Attachment:
LU10996-Actuarial Memorandum FINAL.pdf

Item Status: **Status Date:**

Satisfied - Item: Supporting Documentation
Comments:
Attachments:
NewEIA_CDP.pdf
Annuity Annual Statment.pdf
HedgingStrategyNewEIAwGMWBNov2011.pdf
Illustration Sample.pdf
Investment Plan.pdf

Item Status: **Status Date:**

Satisfied - Item: Statements of Variability

Comments:

Attachments:

CW Statement of Variability ALIC Indexed Annuity 2012.pdf

FIC434 (CW) Application SOV.pdf

FIC435 (CW) Application SOV.pdf

Item Status: **Status Date:**

Satisfied - Item: Disclosure Statement of Variability

Comments:

Attachments:

FIC436AR, FIC443AR SOV AR (Disclosure).pdf

FIC437AR, FIC444AR SOV AR (Disclosure.pdf

Item Status: **Status Date:**

Satisfied - Item: Certification of Compliance

Comments:

Attachments:

Compliance Certification.pdf

Compliance Certification-EIG.pdf

ALLSTATE LIFE INSURANCE COMPANY

CERTIFICATION OF READABILITY

I, Sarah R. Donahue, Vice President, Allstate Life Insurance Company, hereby certify that the forms submitted in the attached filing achieve a Flesch Reading Score as listed below and were created using no less than 10 point font:

Form Number	Flesch Score
LU10996	51.4
LU11002	51.4
LU11017	51.4
LU11018	51.4
LU10998	52.3
LU10999	55.2
LU11000	54.8
LU11001	58.2
LU11003	50.0
LU11005	50.2
LU11021	50.1
LU11022	58.6
LU11023	56.8
LU11024	58.7
FIC434	83.0
FIC435	72.0

Sarah R. Donahue

Sarah R. Donahue, Vice President

_____November 14, 2011_____
Date

Statement of Benefit Information
Contract Summary
For Your Flexible Premium Deferred Annuity

ISSUE DATE: 1/1/2009
ISSUE AGE: 60 DATE PREPARED: 11/10/2011

THIS CONTRACT IS ISSUED BY:
Lincoln Benefit Life Company
PO BOX 80469
Lincoln, NE 68501-0469

PHONE: 800-525-9287

I. GENERAL INFORMATION

A. Death Benefit: The death benefit is the greater of the account value and the minimum nonforfeiture value.

B. Form of Annuity Payments at Retirement: Annuity payments are based on the assumption of monthly annuity payments, for period certain and life.

C. Annuity Payments at Retirement: Based on the assumptions that the premium is paid on the issue date, no additional purchase payments are made, and no partial withdrawals are made. The monthy income for lifetime, 10 years certain, at age 90 is:

At guaranteed rate:	#NAME?	*assumed crediting rate = floor =	0%
At illustrated rate:	#NAME?	*assumed crediting rate =	2.00%

II. PREMIUM LIMITATIONS: The minimum initial premium is $5,000.

III. CONTRACT ILLUSTRATION

END OF CONTRACT YEAR	GUARANTEED DEATH BENEFIT	GUARANTEED SURRENDER VALUE	ILLUSTRATED DEATH BENEFIT	ILLUSTRATED SURRENDER VALUE
1	106,000	88,375	108,120	92,989
2	106,000	89,259	110,282	95,557
3	106,000	90,151	112,488	98,164
4	106,000	91,053	114,738	101,844
5	106,000	91,963	117,033	104,553
6	106,000	92,883	119,373	108,378
7	106,000	93,812	121,761	112,290
8	106,000	94,750	124,196	116,289
9	106,000	95,697	126,680	120,379
10	106,000	96,654	129,213	124,562
15	106,000	101,585	142,662	142,662
20	106,767	106,767	157,510	157,510
Age 65	106,000	91,963	117,033	104,553
Age 90	117,937	117,937	192,004	192,004

Values are based on:

Initial Premium =	100,000	Bonus =	6.00%
Floor Rate =	0%	Illustrated Crediting Rate =	2.00%

All values assume that no withdrawals are made and no additional purchase payments are made.

The guaranteed surrender value shown is the minimum non-forfeiture value.
The minimum guaranteed value (non-forfeiture value) applied on death, surrender, or annuitization is the initial premium accumulated at the nonforfeiture interest rate, less withdrawals accumulated at the nonforfeiture rate.

The illustrated surrender value shown is the greater of the contract value less withdrawal charges and any unvested bonus amounts, or the minimum guaranteed value.

The amount credited to the contract value is based on the returns of the S&P 500 Index. The calculation of the return varies based on the crediting strategy chosen.

IV: FEES AND CHARGES: No loads, or expense charges are deducted from the contract value.
A policy fee of $50 per year will apply if the Contract Value is below $20,000.

Up to 10% of the contract value may be withdrawn each year without penalty.
The withdrawal charge for each of the first 10 contract years is 10%, 10%, 10%, 9%, 9%, 8%, 7%, 6%, 5%, 4%. No withdrawal charge applies after the 10th contract year.

The bonus recapture calculation is based on the vested portion of the bonus. The % of bonus vested for each of the first 10 years since the purchase payment is 0%, 10%, 20%, 30%, 40%, 50%, 60%, 70%, 80%, 90%, 100%.

V. YIELD: The yield rate represents the effective annual interest rates at which the accumulation of 100% of the initial premium would be equal to the death benefit at the points specified.

Guaranteed Yield to Year 10:	0.58%
Illustrated Yield to Year 10:	2.60%

Allstate New EIA Annuity
Annual Statement

Allstate Life Insurance Company
Allstate Annuity Services
PO Box 660191
Dallas, TX 75266-0191

<First Name> <Last Name>
<Address 1>
<Address 2>
<City>, <State> <Zip>

Statement period from <prior year statement date> to <current year statement date>

Your Representative: <NAME>
<Address>
<City, State, Zip>
<Phone Number>

Contract Owner: <Name>
Contract Number: <XXXXXXXX>
Issue Date: <MM DD, CCC>

Dear <Name>

Your Allstate New EIA Annuity continues to help you balance protection and growth potential in your investment portfolio. It helps protect your investment against market declines while potentially offering a measure of growth on positive market performance.

If you have any questions about your contract or this statement, contact your Allstate Personal Financial Representative at <PHONE NUMBER> or our Customer Service Team at 800-632-3492.

Your Annuity at a Glance

Statement Period from <prior year statement date> to <current year statement date>	
Beginning Contract Value as of < OPEN DATE>	$ 000,000.00
Gross Withdrawal	($ 00.00)
Adjustment	($ 00.00)
Performance	$ 0,000.00
Ending Contract Value as of <CLOSE DATE>	**$ 000,000.00**
Death Benefit as of <CLOSE DATE>	**$ 000,000.00**
Surrender Value as of <CLOSE DATE>	**$ 00,000.00**

Contract Number: [xxxxxxxxx]

Statement Period Information

	Account 1	Account 2	Account 3	Total
Beginning Maturity Value				
Beginning Index Value				
Ending Index Value				
Index Performance	xx.xx%	xx.xx%	xx.xx%	xx.xx%
Cap	xx.xx%	xx.xx%	xx.xx%	xx.xx%
Floor	xx.xx%	xx.xx%	xx.xx%	xx.xx%
Performance				
Withdrawals				
Ending Contract Value				

Transfers requested prior to [current year statement date] will be processed on [current year statement date] and appear on next year's annual statement. You will receive a financial confirmation statement for any transfers made on [current year statement date] under a separate communication.

Next Contact Year Information

Your starting index values, Minimum Rates and Maximum Rates are reset each anniversary. The following index values and rates are in effect for **your next contract year.**

Account	Beginning Index Value	Floor	Cap	Bailout Rate
Account 1		xx.xx%	xx.xx%	xx.xx%
Account 2		xx.xx%	xx.xx%	xx.xx%
Account 3		xx.xx%	xx.xx%	xx.xx%

Reading Your Annual Statement

Contract Year A 365 day period beginning on the Issue Date and each Contract Anniversary and ending on the next Contract Anniversary.

Gross Withdrawal The total amount withdrawn from your contract including withdrawal charges and income tax withholding.

Purchase Payment	The amount added to your contract on the Purchase Payment Date.
Bonus	
Performance	A decrease or increase to your contract value based on movements in the S&P 500 Index and your Floor and Cap.
Death Proceeds	The amount payable upon death of an owner.
Surrender Value	The amount you would receive upon surrender of the contract.
Index Value	The published index value.
Index Performance	The decrease or increase in the index value from the beginning of the contract year to the end of the contract year.
Floor	The lowest rate of performance that may be applied to your contract during a Contract Year.
Cap	The highest rate of performance that may be applied to your contract during a Contract Year.
Bailout Rate	If the Cap for an Account is reset below your bailout rate you may withdraw some or all of the Contract Value from that Account without paying any withdrawal charges.

General Annuity Information

Please take this opportunity to review the following information.

Annuitant:	Jane Smith
Owner:	John Smith
Owner:	John Smith
Issue Date:	xx/xx/xxxx
Contract Year:	1
Withdrawal Charge Period:	10 years
Withdrawal Charge Period Expiration:	xx/xx/xxxx
Contract Maturity Date:	xx/xx/xxxx

Primary Beneficiary(ies):	Percentage:	xx%
Contingent Beneficiary(ies):	Percentage:	xx%

If you need to update any of the general annuity information, please contact your Allstate Personal Financial Representative at <PHONE NUMBER> or Allstate customer service representative at 800-632-3492.

Securities offered by agents through Allstate Financial Services, LLC (LSA Securities in LA and PA). Registered Broker-Dealer. Member FINRA, SIPC. Main Office: 2920 South 84th Street, Lincoln, NE 68506 (877) 525-5727.

ALLSTATE LIFE INSURANCE COMPANY
LIMITED FLEXIBLE PREMIUM DEFERRED ANNUITY CONTRACT
WITH EQUITY INDEXED INTEREST
STATEMENT OF HEDGING POLICY

This document describes the hedging policy for Allstate Life Insurance Company's Equity Indexed Annuity (EIA) product. The Allstate EIA policy is an enhanced deferred annuity product with a limited performance guarantee on the S&P 500 Index. A summary of the hedging policy for this equity-indexed product appears below.

Governance

The hedging policy is determined jointly by Allstate Financial's Asset Liability Management department, Product Management and with Allstate Investment's Derivatives Unit and Investment Risk Management. The policy is presented to the Asset Liability Management Committee (ALCO) for approval. The ALCO has broad senior management representation from Allstate Financial and Allstate Investments. Upon approval, the policy is documented as part of Allstate Life Insurance Company's Derivative Use Policy.

Hedging Program

The objective of the hedging program is to replicate the embedded equity derivative in EIA for all policies. To accomplish this objective, ALIC matches the sensitivities of the liabilities to key capital markets risk factors with appropriate derivative instruments. These sensitivities (or "Greeks") include delta, gamma, vega, rho, and theta. To match the liabilities, the following derivative instruments are used by the hedging program:

- S&P 500 Index European Call Options (OTC and Exchange Traded)
- S&P 500 Futures
- Options on S&P 500 Futures
- Eurodollar Futures
- Interest Rate Swaps

To quantify the risk exposures, individual policies are grouped and totaled by participation rate and cap rate for each issue day. This amount is reported to Allstate Investments, who executes the hedging strategy. To maintain the hedge over time, the portfolio must be periodically rebalanced.

Hedge Program Oversight

Allstate Financial's Asset/Liability Management Group (ALM) submits hedge requests to Allstate Investments Derivatives Group which contain relevant details required for hedge construction as noted earlier. ALM also performs the quarterly effectiveness tests.

Allstate Investments Derivatives Group executes ALM's hedge requests within defined risk limits.

Asset/Liability Management Committee (ALCO) approves the liability hedging strategies and any required modifications.

Allstate Investments Risk Management Group oversees compliance with hedge program risk limits and ALIC's Derivative Use Plan.

Allstate New EIA Hypothetical Illustration

Prepared for:

OWNER: <Owner>

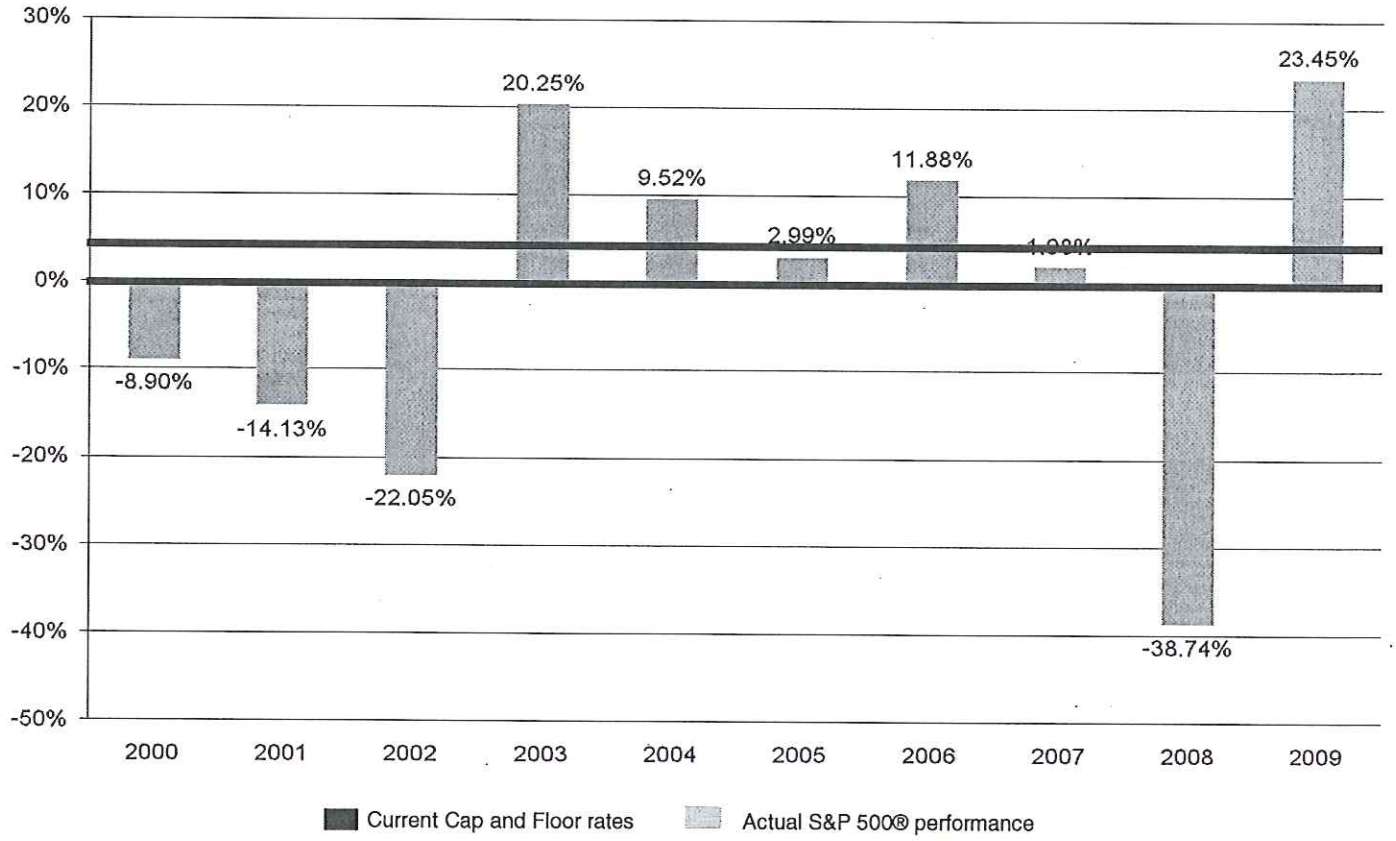
CondA<JOINT OWNER: <JointOwner>>

ıl S&P 500® performance

New EIA

<XX> Year Option

Chart below illustrates:
Actual S&P 500 ®Index Returns for specified period
Specified Period: <month> <day>, <year> – <month> <day>, <year>
Cap: <AA.AA>% Floor: <BB.BB>%



The purpose of this illustration is to demonstrate how the current Cap and Floor rates for the New EIA would have protected you from market volatility during the specified period of time.

This illustration may not be used to predict future results. You cannot invest directly in the S&P 500®. The S&P 500® Index does not reflect dividends paid on the stocks underlying the S&P 500®. The Cap and Floor are subject to change.

See the End Notes section for details about this illustration.
This illustration is not valid without all pages.

<Product Name> <XX> year Option
Hypothetical Illustration – Contract Summary

Specified Period: <month> <day>, <year> – <month> <day>, <year>
Total Purchase Payment: <$XXX,XXX.XX>

<Investment Option Name>: <$YYY,YYY.YY>
Conditional<<Investment Option Name>: <$YYY,YYY.YY>>
Conditional<<Investment Option Name>: <$YYY,YYY.YY>>

The purpose of this illustration is to demonstrate how the <Product Name> could perform assuming minimum and maximum interest rates. This illustration is hypothetical and may not be used to predict actual results.

Contract Anniversary	Year	Hypothetical Annual Return	Hypothetical Contract Value*	Hypothetical Surrender Value*	Death Benefit*
mm/dd/yyyy	1	<XX.XX%>	<$XXX,XXX>	<$XXX,XXX>	<$XXX,XXX>
mm/dd/yyyy	2	<XX.XX%>	<$XXX,XXX>	<$XXX,XXX>	<$XXX,XXX>
mm/dd/yyyy	3	<XX.XX%>	<$XXX,XXX>	<$XXX,XXX>	<$XXX,XXX>
mm/dd/yyyy	4	<XX.XX%>	<$XXX,XXX>	<$XXX,XXX>	<$XXX,XXX>
mm/dd/yyyy	5	<XX.XX%>	<$XXX,XXX>	<$XXX,XXX>	<$XXX,XXX>
mm/dd/yyyy	6	<XX.XX%>	<$XXX,XXX>	<$XXX,XXX>	<$XXX,XXX>
mm/dd/yyyy	7	<XX.XX%>	<$XXX,XXX>	<$XXX,XXX>	<$XXX,XXX>
mm/dd/yyyy	8	<XX.XX%>	<$XXX,XXX>	<$XXX,XXX>	<$XXX,XXX>
mm/dd/yyyy	9	<XX.XX%>	<$XXX,XXX>	<$XXX,XXX>	<$XXX,XXX>
mm/dd/yyyy	10	<XX.XX%>	<$XXX,XXX>	<$XXX,XXX>	<$XXX,XXX>

*Illustrated values do not reflect any applicable premium taxes.

See the End Notes section for details about this illustration.
This illustration is not valid without all pages.

PRESENTED BY:
Agent Name | Address
Phone | Email

ALLSTATE LIFE INSURANCE COMPANY
LIMITED FLEXIBLE PREMIUM DEFERRED ANNUITY CONTRACT
WITH EQUITY INDEXED INTEREST

INVESTMENT PLAN

Investments acquired for this product will be held in the general account. A portion of assets invested will be for the purpose of hedging the equity exposure of the product. See the Statement of Hedging Policy for details on the equity hedging process. The remainder of the assets will be invested in fixed income bonds and mortgages. Below is the current investment proxy for this product. This proxy will be revised by Allstate as market and risk conditions change.

The current policy consists of assets in the following classes:

88% Public and Private Bonds
12% Commercial Mortgages

The average life of these assets will depend on the timing of expected annuity policyholder cash flows. For example, the assets backing an EIA with a withdrawal benefit will tend to have an average life that is longer than for an EIA without a withdrawal benefit.

Statement of Variability

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.

LU10996, LU11002, LU11017, LU11018 series' - Annuity Contract

Section	Bracketed Items	Range of Variability
	Company address, Telephone, Officers	Company location, Zip Codes, telephone number and Company Officers may vary over time
	Definition: Minimum Guaranteed Value [87.5%]	Flexibility to vary based on changes in Standard Nonforfeiture law
	Definition: Transfer Period [30], [5 days prior]	Flexibility to offer a range of 15 – 60 days, and 1 – 10 days prior
	Accumulation Phase: Paragraph 1: [24] Paragraph 2: [$5,000] Paragraph 2: [$1,000,000] Paragraph 2: [$20,000] Paragraph 2: [$50] Paragraph 3: [$3,000]	Flexibility to offer a range of : 1 – 480 months Minimum Purchase Payment of $1,000 - $25,000 Aggregate Maximum Purchase Payment $100,000 - $2,000,000 Contract Value for waived Policy Fee $5,000 – $50,000 Policy Fee $25 - $100 Minimum Account Starting Value $2,000 - $20,000
	Withdrawals: Minimum Withdrawal: [$2,500] Minimum Contract Value: [$3,000]	Flexibility to offer a range of Minimum Withdrawal $500 - $10,000 Minimum Contract Value $500 - $10,000
	Market Value Adjustment: [original]	Flexibility to change language to "remaining"
	Payout Phase: Payout Start Date [24]	Flexibility to offer a range of 1 - 60
	Payout Phase: Contract Maturity Information [90th], [10th]	Flexibility to offer a range of 80th – 110th, 5th – 15th
	Guaranteed Payment Period: [60] to [240] months:	Flexibility to offer a range of: 36 – 120 to 120 – 360
	Life Income with Guaranteed Payment Period [60] to [240] months: [90] or older	Flexibility to offer a range of: 36 – 120 to 120 – 360 80 – 110
	Joint Life Income with Guaranteed	Flexibility to offer a range of:

Section	Bracketed Items	Range of Variability
	Payment Period [60] to [240] months: [90] or older	36 – 120 to 120 – 360 80 – 110
	Payout Terms and Conditions: Minimum Contract Value [$3,000] Initial Payment Minimum [$20] Minimum Payment [$20] Guaranteed Payment Period [120] months	Flexibility to offer a range of: $2,500 - $10,000 $20 - $250 $20 - $250 60 - 240
	Annuity Income Payment Tables	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

DPA10996, DPA11022, DPA11017, DPA11018 series' - Annuity Data Pages

	Bracketed Items	Range of Variability
	Customer Specific Information	John Doe information that will vary by customer demographics and customer selection.
	MVA Index	• U.S. Treasuries • U.S. Treasuries plus Credit Index • A single index that includes interest rates and credit
	MVA Index Value	Bracketed to allow for flexibility, as value will reflect the index value as of the issue date shown on the Annuity Data Page.
	Tax Qualification	John Doe information that will vary by customer selection.
PAYMENT INFORMATION	Initial Purchase Payment	John Doe information that will vary by customer demographics and customer selection.
	Initial Purchase Payment Bonus	Flexibility to either include or exclude the Initial Purchase Payment Bonus on a non-discriminatory basis. If offered, requesting a range of 1.0% to 15.0%.
	Purchase Payment Bonus Vesting Schedule	Flexibility to include or exclude the schedule based on the offering of a Purchase Payment Bonus. If offered, the flexibility to vary the length and pattern of the vesting schedule.
	Index	Bracketed to allow for future flexibility should the Standard and Poor's 500 Index be discontinued or the calculation substantially changes. The client and Department of Insurance would be notified informationally of such change.
	Index Value as of the Issue Date	Bracketed to allow for flexibility, as value will reflect the index value as of the issue date shown on the Annuity Data Page.
CAPS AND FLOORS FOR INITIAL INDEXED ACCOUNTS	Indexed Account for Initial Contract Year	is based on customer's Indexed Account selection for the first Contract Year.
	Initial Participation Rate	Will reflect the Initial Participation Rate in effect for each Crediting Strategy as of the

	Bracketed Items	Range of Variability
		issue date. The Initial Participation Rate for a Crediting Strategy will not change once the Contract is issued. We would like to have the flexibility to change the Participation Rate for new issues, on a non-discriminatory basis. We would like the flexibility for the following range: minimum of 30% and maximum of 100%
	Cap	Reflects the Cap in effect for each Crediting Strategy for the first Contract Year as of the issue date. This Cap will be re-determined each Contract Year based on the Crediting Strategy, current option pricing, and the current market environment. We would like flexibility for the following range: minimum of 0.50% and maximum of 100%
	Bailout	Reflects the Bailout, if available, for the initial Purchase Payment. We would like the flexibility to offer a range of: minimum 1% and maximum 5%
	Minimum Cap on Renewal	Reflects the minimum Cap on renewal for each Crediting Strategy as of the issue date. This will be the lowest Cap that can be declared during the Withdrawal Charge Period. The minimum Cap on renewal will not change once the Contract is issued. We would like to have the flexibility to change the minimum Cap on renewal for new issues, on a non-discriminatory basis. We would like flexibility for the following range: minimum of 0.25% and maximum of 5.00%
	Floor	Will reflect Floor in effect for each Crediting Strategy. The Floor for a Crediting Strategy will not change once the Contract is issued. We would like to have the flexibility to change the Floor for new issues only, on a non-discriminatory basis. We would like flexibility for the following range: minimum of 0.00% and maximum of 3.00%
	Minimum Cap Footnote*	This footnote will only appear if the customer chooses and Index Strategy for the first Contract Year.
	Initial One Year Fixed Account Annualized Effective Interest Rate	We are requesting flexibility to reflect the Fixed Account Interest Rate in effect for the first Contract Year as of the issue date. This will not appear if the client does not choose the Fixed Account for the first Contract Year. We would like the flexibility to offer the following range: minimum of 1.0% and maximum of 20%
	Fixed Account Minimum Guaranteed Annualized Effective Interest Rate	We are requesting flexibility of this field to maintain approval of the following range: minimum of 0.00% and maximum of 3.00%. We also request the flexibility to vary this by Contract year uniformly for all new issues
	Minimum Guaranteed Value Rate	We are requesting flexibility of this field to maintain approval of the following range: minimum of 1.00% and maximum of 3.00% and the flexibility to use it as a dynamic field, based on the prescribed NAIC Model Index per the Standard Nonforfeiture Law memoranda enclosed. We also request the flexibility to vary this by Contract year uniformly for all new issues.
WITHDRAWAL INFORMATION	Free Withdrawal Amount Percentage	Flexibility to offer of range of 5.0% to 20%
	Withdrawal Charge Schedule	The Withdrawal Charge Schedule may vary, but will never be greater than the charges on the Annuity Data Page, and in the Standard Nonforfeiture Law demonstration.

RDP11003 series - Rider Data Page for Guaranteed Lifetime Withdrawal Benefit Rider

Bracketed Items	Range of Variability
Customer Specific Information	John Doe information that will vary by customer demographics and customer selection.
Guaranteed Income Base Roll-up Percentage	Flexibility to offer a range of 1% to 20%
Guaranteed Income Percentage schedule	The Guaranteed Income Percentage Chart will vary based on current rates offered and customer specific elections.
Guaranteed Income Fee Percentage	Flexibility to offer a range of 0.10% to 5%

Endorsement Form LU10998 series - Annual Point to Point with Low Water Mark Crediting Strategy Rider

Bracketed Items	Range of Variability
Company Officers	Company Officers may vary over time

Endorsement Form LU10999 series - Annual Point to Point with Monthly Averaging Crediting Strategy Rider

Bracketed Items	Range of Variability
Company Officers	Company Officers may vary over time
"will fall on the first day of the following month"	Flexibility to change to "will fall on the last day of the month"

Endorsement Form LU11000 series - Monthly Cap Crediting Strategy Rider

Bracketed Items	Range of Variability
Company Officers	Company Officers may vary over time
"will fall on the last day of the month"	Flexibility to change to "will fall on the first day of the following month"

Endorsement Form LU11003 series - Guaranteed Lifetime Withdrawal Benefit Rider

Bracketed Items	Range of Variability
Rollup Period: Contract Anniversary	Flexibility to offer a range of 5th to 30th
II. Guaranteed Income Base: [If the Contract Value exceeds the Guaranteed Income Base, then the Guaranteed Income Base is increased to equal the Contract Value.]	Flexibility to either include or exclude this language. If feature is not offered, language will not print.
II. Guaranteed Income Base: [If You	Flexibility to either include, exclude or vary the language listed. Examples include but

Bracketed Items	Range of Variability
reach the [tenth] Contract Anniversary and the Rollup Period has not expired, the Guaranteed Income Base will have a minimum value of: The sum of all Purchase Payments applied in the first Contract Year less Withdrawals * 2]	are not limited to: 1. The minimum value may not be offered. 2. The minimum value may include purchase payments for multiple years. 3. The multiplier may range from 1-10
IV. Guaranteed Income Percentage: [Contracts that have been enrolled in the systematic withdrawal program may be eligible for an additional Guaranteed Withdrawal Percentage which is shown on the Rider Data Page.]	Flexibility to either include or exclude this language. If feature is not offered, language will not print.
IV. Guaranteed Income Percentage: [This percentage remains in effect for the life of the rider or until the first Contract Year where the age of the youngest Annuitant would establish a higher Guaranteed Income Percentage. At this time, the Guaranteed Income Percentage will increase according to the schedule shown on the Rider Data Page. The Guaranteed Income Percentage will not increase more than one time following the Guaranteed Income Election Date.]	Flexibility to vary language to read: This percentage will remain in effect for the life of the Rider.
VI. Guaranteed Income Percent: [50%]	Flexibility to offer a range of 10%-100%
Minimum Contract Value: [$3000]	Flexibility to offer a range of $3000 - $20,000
Minimum Income Payout: [$100]	Flexibility to offer a range of $100 - $1,000
Manditory Annuitization Age: [100]	Flexibility to offer a range of 90 - 110
Company Officers	Company Officers may vary over time

Endorsement Form LU11005 series - Waiver of Withdrawal Charges and Market Value Adjustment Endorsement

Bracketed Items	Range of Variability
Withdrawal Timeframe	The timeframe may vary from 15 to 60 days

Bracketed Items	Range of Variability
Company Officers	Company Officers may vary over time

Endorsement Form LU11001 – Purchase Payment Bonus Endorsement

Bracketed Items	Range of Variability
Company Officers	Company Officers may vary over time

Endorsement Forms LU11021, LU11022, LU11023, LU11024 series' - Waiver of Charges

Bracketed Items	Range of Variability
Company Telephone, Officers	Company telephone number and Company Officers may vary over time

Statement of Variability - Annuity
Allstate Life Insurance Company
FIC434

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 will not be final at the time of filing.
1	Company Logo	Allow for changes to the company logo.
1	Company Address and Telephone Number	Company address and telephone number may vary over time.
1	Alaska Free Look Disclosure Arizona Free Look Disclosure	To allow changes to comply with revisions in applicable state requirements for the states of Alaska and 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	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. 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.
2	Beneficiary	a. The disclosure may be modified, deleted, or added to for additional instruction. b. To allow for flexibility in the information collected, and make changes to comply with applicable regulatory requirements.
2	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. Payment Information – To allow for additional sources of payment b. Source of Payment – To modify, delete or add to the source of payment options. c. Method of Payment – To modify, delete or add to the method of payment options.
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.

Page	Bracketed Items	Description of Variability
3	Tax Qualification Status of Premium Source	To allow for flexibility in the information collected, Tax Qualified Plans offered, and make changes to comply with applicable regulatory requirements.
3	Crediting Strategies	To allow for the flexibility to add, modify or delete crediting strategies. Not all Crediting Strategies may be offered at a given time but will be made available on a non-discriminatory basis. Should we offer additional crediting strategies, the crediting strategy riders will be filed for approval with your department and will not appear on the application until approved.
3	Guaranteed Lifetime Withdrawal Benefit Rider	a. To allow for changes in the name of this benefit. b. To allow for flexibility to change modify, delete or add to this section.
3	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.
3,4	Important Information and Signatures	a. Fraud Warnings – To allow for flexibility to make changes to comply with applicable state fraud warning requirements. b. Massachusetts disclosure – To allow for flexibility to remove this disclosure. c. 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 based on commission structures offered on the application.

Statement of Variability - Annuity
Allstate Life Insurance Company
FIC435

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 will not be final at the time of filing.
1	Company Logo	Allow for changes to the company logo.
1	Company Address and Telephone Number	Company address and telephone number may vary over time.
1	Alaska Free Look Disclosure Arizona Free Look Disclosure	To allow changes to comply with revisions in applicable state requirements for the states of Alaska and 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. 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.
2	Beneficiary	a. The disclosure may be modified, deleted, or added to for additional instruction. b. To allow for flexibility in the information collected, and make changes to comply with applicable regulatory requirements.
2	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. Payment Information – To allow for additional sources of payment b. Source of Payment – To modify, delete or add to the source of payment options.

Page	Bracketed Items	Description of Variability
		c. Method of Payment – To modify, delete or add to the method of payment options.
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.
3	Tax Qualification Status of Premium Source	To allow for flexibility in the information collected, Tax Qualified Plans offered, and make changes to comply with applicable regulatory requirements.
3	Crediting Strategies	To allow for the flexibility to add, modify or delete crediting strategies. Not all Crediting Strategies may be offered at a given time but will be made available on a non-discriminatory basis. Should we offer additional crediting strategies, the crediting strategy riders will be filed for approval with your department and will not appear on the application until approved.
3	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.
3,4	Important Information and Signatures	a. Fraud Warnings – To allow for flexibility to make changes to comply with applicable state fraud warning requirements. b. Massachusetts disclosure – To allow for flexibility to remove this disclosure. c. 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 based on commission structures offered on the application.

Statement of Variability - Annuity
Allstate Life Insurance Company
FIC436AR, FIC443AR

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 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 the permitted range, 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.
1	Company Logo	Allow for changes to the company logo
1	Company Address and Telephone Number	Company address and telephone number may vary over time.
1	Minimum Purchase Payment Amount: $5,000	Flexibility to offer a range of $1,000 - $25,000
1	Additional Purchase Payments: 24 months	Flexibility to offer a range of 1 – 480 months
1	Minimum Account Starting Value: $3,000	Flexibility to offer a range of: $2,000 - $20,000.
1	Guaranteed Lifetime Withdrawal Benefit Rider	To allow for changes in the name of this benefit.
1	Minimum Guaranteed Value: 87.5%	Flexibility to vary based on changes in Standard Nonforfeiture law.
2	Crediting Strategies	To allow for the flexibility to add, modify or delete crediting strategies. Not all Crediting Strategies may be offered at a given time but will be made available on a non-discriminatory basis. Should we offer additional crediting strategies, the crediting strategy riders will be filed for approval with your department and will not appear on the application until approved.
3	Withdrawal Charge Schedule	The Withdrawal Charge Schedule may vary, but will never be greater than the charges shown below: Contract Year 1 2 3 4 5 6 7 8 9 10 11 & Later Percentage 10% 10% 9% 9% 8% 8% 7% 6% 5% 4% 0%
3	Payout Options: Payout Start Date: 24 months	Flexibility to offer a range of 1 – 60 months
3	Payout Options: Contract Maturity Information: 90th birthday	Flexibility to offer a range of 80th to 110th
3	Payout Options: Contract Maturity Information: 10th anniversary of the Contract	Flexibility to offer a range of 5th to 15th

Statement of Variability - Annuity
Allstate Life Insurance Company
FIC437AR, FIC444AR

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 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 the permitted range, will affect newly-issued contracts only, and not in-force business. Further, any such changes will be administered in a uniform, non-discriminatory manner.

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1	Additional Purchase Payments: 24 months	Flexibility to offer a range of 1 – 480 months
1	Minimum Account Starting Value: $3,000	Flexibility to offer a range of: $2,000 - $20,000.
1	Minimum Guaranteed Value: 87.5%	Flexibility to vary based on changes in Standard Nonforfeiture law.
2	Crediting Strategies	To allow for the flexibility to add, modify or delete crediting strategies. Not all Crediting Strategies may be offered at a given time but will be made available on a non-discriminatory basis. Should we offer additional crediting strategies, the crediting strategy riders will be filed for approval with your department and will not appear on the application until approved.
3	Withdrawal Charge Schedule	The Withdrawal Charge Schedule may vary, but will never be greater than the charges shown below: Contract Year 1 2 3 4 5 6 7 8 9 10 11 & Later Percentage 10% 10% 9% 9% 8% 8% 7% 6% 5% 4% 0%
3	Payout Options: Payout Start Date: 24 months	Flexibility to offer a range of 1 – 60 months
3	Payout Options: Contract Maturity Information: 90th birthday	Flexibility to offer a range of 80th to 110th
3	Payout Options: Contract Maturity Information: 10th anniversary of the Contract	Flexibility to offer a range of 5th to 15th

STATE OF ARKANSAS

CERTIFICATION OF COMPLIANCE

I, Robert Transon, hereby certify that to the best of my knowledge and belief this submission complies with Ark. Code 23-79-138, Regulation 49, and Regulation 19s10B.

Digitally signed by Robert Transon
DN: cn=Robert Transon, o=Allstate Financial, ou=Product Management, email=rtran@allstate.com, c=US
Date: 2011.12.12 10:09:53 -06'00'

12/12/2011

Signature of Officer

Date

Vice President

Title

STATE OF ARKANSAS

CERTIFICATION OF COMPLIANCE

I, Matthew Lenaghan, hereby certify that to the best of my knowledge and belief this submission complies with the External Indexed Guidelines.

Matthew Lenaghan

Digitally signed by Matthew Lenaghan
DN: cn=Matthew Lenaghan, o=Allstate Financial, ou=Product Development - Actuary, email=mlena@allstate.com, c=US
Date: 2011.12.12 10:11:06 -06'00'

Signature of Actuary

12/12/2011
Date

Actuary, FSA, MAAA
Title

Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
11/28/2011	Form	Disclosure	11/30/2011	FIC436 CW Disclosure.pdf (Superceded)
11/28/2011	Form	Disclosure	11/30/2011	FIC437 CW Disclosure.pdf (Superceded)
11/28/2011	Form	Disclosure	11/30/2011	FIC443 CW Disclosure.pdf (Superceded)
11/28/2011	Form	Disclosure	11/30/2011	FIC444 CW Disclosure.pdf (Superceded)
11/15/2011	Supporting Document	Statements of Variability	11/29/2011	CW Statement of Variability ALIC Indexed Annuity 2012.pdf (Superceded) FIC434 (CW) Application SOV.pdf (Superceded) FIC435 (CW) Application SOV.pdf (Superceded)

Statement of Variability

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LU10996, LU11002, LU11017, LU11018 series' - Annuity Contract

Section	Bracketed Items	Range of Variability
	Company address, Telephone, Officers	Company location, Zip Codes, telephone number and Company Officers may vary over time
	Definition: Minimum Guaranteed Value [87.5%]	Flexibility to vary based on changes in Standard Nonforfeiture law
	Definition: Transfer Period [30], [5 days prior]	Flexibility to offer a range of 15 – 60 days, and 1 – 10 days prior
	Accumulation Phase: Paragraph 1: [24] Paragraph 2: [$5,000] Paragraph 2: [$1,000,000] Paragraph 2: [$20,000] Paragraph 2: [$50] Paragraph 3: [$3,000]	Flexibility to offer a range of : 1 – 480 months Minimum Purchase Payment of $1,000 - $25,000 Aggregate Maximum Purchase Payment $100,000 - $2,000,000 Contract Value for waived Policy Fee $5,000 – $50,000 Policy Fee $25 - $100 Minimum Account Starting Value $2,000 - $20,000
	Withdrawals: Minimum Withdrawal: [$2,500] Minimum Contract Value: [$3,000]	Flexibility to offer a range of Minimum Withdrawal $500 - $10,000 Minimum Contract Value $500 - $10,000
	Market Value Adjustment: [original]	Flexibility to change language to "remaining"
	Payout Phase: Payout Start Date [24]	Flexibility to offer a range of 1 - 60
	Payout Phase: Contract Maturity Information [90th], [10th]	Flexibility to offer a range of 80th – 110th, 5th – 15th
	Guaranteed Payment Period: [60] to [240] months:	Flexibility to offer a range of: 36 – 120 to 120 – 360
	Life Income with Guaranteed Payment Period [60] to [240] months: [90] or older	Flexibility to offer a range of: 36 – 120 to 120 – 360 80 – 110
	Joint Life Income with Guaranteed	Flexibility to offer a range of:

Section	Bracketed Items	Range of Variability
	Payment Period [60] to [240] months: [90] or older	36 – 120 to 120 – 360 80 – 110
	Payout Terms and Conditions: Minimum Contract Value [$3,000] Initial Payment Minimum [$20] Minimum Payment [$20] Guaranteed Payment Period [120] months	Flexibility to offer a range of: $2,500 - $10,000 $20 - $250 $20 - $250 60 - 240
	Annuity Income Payment Tables	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

DPA10996, DPA11022, DPA11017, DPA11018 series' - Annuity Data Pages

	Bracketed Items	Range of Variability
	Customer Specific Information	John Doe information that will vary by customer demographics and customer selection.
	MVA Index	• U.S. Treasuries • U.S. Treasuries plus Credit Index • A single index that includes interest rates and credit
	MVA Index Value	Bracketed to allow for flexibility, as value will reflect the index value as of the issue date shown on the Annuity Data Page.
	Tax Qualification	John Doe information that will vary by customer selection.
PAYMENT INFORMATION	Initial Purchase Payment	John Doe information that will vary by customer demographics and customer selection.
	Initial Purchase Payment Bonus	Flexibility to either include or exclude the Initial Purchase Payment Bonus on a non-discriminatory basis. If offered, requesting a range of 1.0% to 15.0%.
	Purchase Payment Bonus Vesting Schedule	Flexibility to include or exclude the schedule based on the offering of a Purchase Payment Bonus. If offered, the flexibility to vary the length and pattern of the vesting schedule.
	Index	Bracketed to allow for future flexibility should the Standard and Poor's 500 Index be discontinued or the calculation substantially changes. The client and Department of Insurance would be notified informationally of such change.
	Index Value as of the Issue Date	Bracketed to allow for flexibility, as value will reflect the index value as of the issue date shown on the Annuity Data Page.
CAPS AND FLOORS FOR INITIAL INDEXED ACCOUNTS	Indexed Account for Initial Contract Year	is based on customer's Indexed Account selection for the first Contract Year.
	Initial Participation Rate	Will reflect the Initial Participation Rate in effect for each Crediting Strategy as of the

	Bracketed Items	Range of Variability
		issue date. The Initial Participation Rate for a Crediting Strategy will not change once the Contract is issued. We would like to have the flexibility to change the Participation Rate for new issues, on a non-discriminatory basis. We would like the flexibility for the following range: minimum of 30% and maximum of 100%
	Cap	Reflects the Cap in effect for each Crediting Strategy for the first Contract Year as of the issue date. This Cap will be re-determined each Contract Year based on the Crediting Strategy, current option pricing, and the current market environment. We would like flexibility for the following range: minimum of 0.50% and maximum of 100%
	Minimum Cap on Renewal	Reflects the minimum Cap on renewal for each Crediting Strategy as of the issue date. This will be the lowest Cap that can be declared during the Withdrawal Charge Period. The minimum Cap on renewal will not change once the Contract is issued. We would like to have the flexibility to change the minimum Cap on renewal for new issues, on a non-discriminatory basis. We would like flexibility for the following range: minimum of 0.25% and maximum of 5.00%
	Floor	Will reflect Floor in effect for each Crediting Strategy. The Floor for a Crediting Strategy will not change once the Contract is issued. We would like to have the flexibility to change the Floor for new issues only, on a non-discriminatory basis. We would like flexibility for the following range: minimum of 0.00% and maximum of 3.00%
	Minimum Cap Footnote*	This footnote will only appear if the customer chooses and Index Strategy for the first Contract Year.
	Initial One Year Fixed Account Annualized Effective Interest Rate	We are requesting flexibility to reflect the Fixed Account Interest Rate in effect for the first Contract Year as of the issue date. This will not appear if the client does not choose the Fixed Account for the first Contract Year. We would like the flexibility to offer the following range: minimum of 1.0% and maximum of 20%
	Fixed Account Minimum Guaranteed Annualized Effective Interest Rate	We are requesting flexibility of this field to maintain approval of the following range: minimum of 0.00% and maximum of 3.00%. We also request the flexibility to vary this by Contract year uniformly for all new issues
	Minimum Guaranteed Value Rate	We are requesting flexibility of this field to maintain approval of the following range: minimum of 1.00% and maximum of 3.00% and the flexibility to use it as a dynamic field, based on the prescribed NAIC Model Index per the Standard Nonforfeiture Law memoranda enclosed. We also request the flexibility to vary this by Contract year uniformly for all new issues.
WITHDRAWAL INFORMATION	Free Withdrawal Amount Percentage	Flexibility to offer of range of 5.0% to 20%

	Bracketed Items	Range of Variability
	Withdrawal Charge Schedule	The Withdrawal Charge Schedule may vary, but will never be greater than the charges shown below, on the Annuity Data Page, and in the Standard Nonforfeiture Law demonstration.

RDP11003 series - Rider Data Page for Guaranteed Lifetime Withdrawal Benefit Rider

Bracketed Items	Range of Variability
Customer Specific Information	John Doe information that will vary by customer demographics and customer selection.
Guaranteed Income Base Roll-up Percentage	Flexibility to offer a range of 1% to 20%
Guaranteed Income Percentage schedule	The Guaranteed Income Percentage Chart will vary based on current rates offered and customer specific elections.
Tax Qualification	John Doe information that will vary by customer selection.

Endorsement Form LU10998 series - Annual Point to Point with Low Water Mark Crediting Strategy Rider

Bracketed Items	Range of Variability
Company Officers	Company Officers may vary over time

Endorsement Form LU10999 series - Annual Point to Point with Monthly Averaging Crediting Strategy Rider

Bracketed Items	Range of Variability
Company Officers	Company Officers may vary over time
“will fall on the first day of the following month”	Flexibility to change to “will fall on the last day of the month”

Endorsement Form LU11000 series - Monthly Cap Crediting Strategy Rider

Bracketed Items	Range of Variability
Company Officers	Company Officers may vary over time
“will fall on the last day of the month”	Flexibility to change to “will fall on the first day of the following month”

Endorsement Form LU11003 series - Guaranteed Lifetime Withdrawal Benefit Rider

Bracketed Items	Range of Variability
Rollup Period: Contract Anniversary	Flexibility to offer a range of 5th to 30th
II. Guaranteed Income Base: [If the Contract Value exceeds the Guaranteed Income Base, then the Guaranteed Income Base is increased to equal the Contract Value.]	Flexibility to either include or exclude this language. If feature is not offered, language will not print.
II. Guaranteed Income Base: [If You reach the [tenth] Contract Anniversary and the Rollup Period has not expired, the Guaranteed Income Base will have a minimum value of: The sum of all Purchase Payments applied in the first Contract Year less Withdrawals * 2]	Flexibility to either include, exclude or vary the language listed. Examples include but are not limited to: 1. The minimum value may not be offered. 2. The minimum value may include purchase payments for multiple years. 3. The multiplier may range from 1-10
IV. Guaranteed Income Percentage: [Contracts that have been enrolled in the systematic withdrawal program may be eligible for an additional Guaranteed Withdrawal Percentage which is shown on the Rider Data Page.]	Flexibility to either include or exclude this language. If feature is not offered, language will not print.
IV. Guaranteed Income Percentage: [This percentage remains in effect for the life of the rider or until the first Contract Year where the age of the youngest Annuitant would establish a higher Guaranteed Income Percentage. At this time, the Guaranteed Income Percentage will increase according to the schedule shown on the Rider Data Page. The Guaranteed Income Percentage will not increase more than one time following the Guaranteed Income Election Date.]	Flexibility to vary language to read: This percentage will remain in effect for the life of the Rider.
VI. Guaranteed Income Percent: [50%]	Flexibility to offer a range of 10%-100%

Bracketed Items	Range of Variability
Minimum Contract Value: [$3000]	Flexibility to offer a range of $3000 - $20,000
Minimum Income Payout: [$100]	Flexibility to offer a range of $100 - $1,000
Manditory Annuitization Age: [100]	Flexibility to offer a range of 90 - 110
Company Officers	Company Officers may vary over time

Endorsement Form LU11005 series - Waiver of Withdrawal Charges and Market Value Adjustment Endorsement

Bracketed Items	Range of Variability
Withdrawal Timeframe	The timeframe may vary from 15 to 60 days
Company Officers	Company Officers may vary over time

Endorsement Form LU11001 – Purchase Payment Bonus Endorsement

Bracketed Items	Range of Variability
Company Officers	Company Officers may vary over time

Endorsement Forms LU11021, LU11022, LU11023, LU11024 series' - Waiver of Charges

Bracketed Items	Range of Variability
Company Telephone, Officers	Company telephone number and Company Officers may vary over time

Statement of Variability - Annuity
Allstate Life Insurance Company
FIC434

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 will not be final at the time of filing.
1	Company Logo	Allow for changes to the company logo.
1	Company Address and Telephone Number	Company address and telephone number may vary over time.
1	Alaska Free Look Disclosure Arizona Free Look Disclosure	To allow changes to comply with revisions in applicable state requirements for the states of Alaska and 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	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. 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.
2	Beneficiary	a. The disclosure may be modified, deleted, or added to for additional instruction. b. To allow for flexibility in the information collected, and make changes to comply with applicable regulatory requirements.
2	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. Payment Information – To allow for additional sources of payment b. Source of Payment – To modify, delete or add to the source of payment options. c. Method of Payment – To modify, delete or add to the method of payment options.
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.

Page	Bracketed Items	Description of Variability
3	Tax Qualification Status of Premium Source	To allow for flexibility in the information collected, Tax Qualified Plans offered, and make changes to comply with applicable regulatory requirements.
3	Crediting Strategies	To allow for the flexibility to add, modify or delete crediting strategies. Not all Crediting Strategies may be offered at a given time but will be made available on a non-discriminatory basis. Should we offer additional crediting strategies, the crediting strategy riders will be filed for approval with your department and will not appear on the application until approved.
3	Guaranteed Lifetime Withdrawal Benefit Rider	a. To allow for changes in the name of this benefit. b. To allow for flexibility to change modify, delete or add to this section.
3	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.
3,4	Important Information and Signatures	a. Fraud Warnings – To allow for flexibility to make changes to comply with applicable state fraud warning requirements. b. Massachusetts disclosure – To allow for flexibility to remove this disclosure. c. 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 based on commission structures offered on the application.

Statement of Variability - Annuity
Allstate Life Insurance Company
FIC435

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 will not be final at the time of filing.
1	Company Logo	Allow for changes to the company logo.
1	Company Address and Telephone Number	Company address and telephone number may vary over time.
1	Alaska Free Look Disclosure Arizona Free Look Disclosure	To allow changes to comply with revisions in applicable state requirements for the states of Alaska and 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. 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.
2	Beneficiary	a. The disclosure may be modified, deleted, or added to for additional instruction. b. To allow for flexibility in the information collected, and make changes to comply with applicable regulatory requirements.
2	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. Payment Information – To allow for additional sources of payment b. Source of Payment – To modify, delete or add to the source of payment options.

Page	Bracketed Items	Description of Variability
		c. Method of Payment – To modify, delete or add to the method of payment options.
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.
3	Tax Qualification Status of Premium Source	To allow for flexibility in the information collected, Tax Qualified Plans offered, and make changes to comply with applicable regulatory requirements.
3	Crediting Strategies	To allow for the flexibility to add, modify or delete crediting strategies. Not all Crediting Strategies may be offered at a given time but will be made available on a non-discriminatory basis. Should we offer additional crediting strategies, the crediting strategy riders will be filed for approval with your department and will not appear on the application until approved.
3	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.
3,4	Important Information and Signatures	a. Fraud Warnings – To allow for flexibility to make changes to comply with applicable state fraud warning requirements. b. Massachusetts disclosure – To allow for flexibility to remove this disclosure. c. 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 based on commission structures offered on the application.

ALLSTATE INDEXED ANNUITY DISCLOSURE STATEMENT

Allstate Life Insurance Company
P.O. Box 660191, Dallas, TX 75266-0191
1-800-632-3492

Thank you for selecting the Allstate Indexed Annuity from Allstate Life Insurance Company. We want to ensure that you understand the provisions of your annuity.

ANNUITY CONTRACT Your Indexed Annuity (Contract Series LU10996) is a Limited Flexible Premium Deferred Indexed Annuity issued by Allstate Life Insurance Company. The minimum purchase payment amount is $5,000. Additional purchase payments may be made during the accumulation phase for the first 24 months after the issue date. We may limit the amount of purchase payments we will accept. Charges for optional riders, if selected, may reduce the value of the annuity. The Issue Date of your Contract will be shown on the Annuity Data Page. Your Contract will be mailed to you soon after your application is approved by Allstate Life Insurance Company. You may return your Contract for a full refund of the Purchase Payments, less any withdrawals, by written notification within twenty days after you receive it. (In certain instances, the right to return may extend beyond 20 days.)

LONG-TERM PURPOSE Your Indexed Annuity is designed for long-term savings. There are two distinct phases of the annuity: the Accumulation Phase comes first and is followed by the Payout Phase. During the Accumulation Phase, any interest earned on your Contract will be tax-deferred until withdrawn.

ACCOUNT OPTIONS Account options are the Fixed Account and the Indexed Account(s) under this Contract. You may allocate a portion of your payment to the Fixed Account or any Indexed Account(s). The minimum used to establish a Fixed Account or any Indexed Account is $3,000. The Contract Value is the purchase payment(s); plus interest credited; minus any withdrawals, taxes and previous withdrawals. The Fixed Account value is any amounts allocated to a Fixed Account whether by Purchase Payment or by transfer from an expiring Fixed Account or an expiring Indexed Account to a new Fixed Account; plus credited interest; minus any withdrawals, taxes, and previous withdrawals. The Indexed Account value is any amounts allocated to the Indexed Account whether by Purchase Payment or by transfer from an expiring Indexed Account or an expiring Fixed Account to a new Indexed Account; plus interest which is credited to the Indexed Account on the day the Indexed Account expires; minus any withdrawals, taxes or withdrawal charges on previous withdrawals.

PURCHASE PAYMENT BONUS If available, a Purchase Payment Bonus equal to a percentage of the Purchase Payment applied to the Contract will be added to the Contract Value on the date a purchase payment is applied to the Contract. The Purchase Payment Bonus percentage for the Initial Purchase Payment is shown on the Annuity Data Page. Purchase Payment Bonus Percentages for Purchase Payments applied after the issue date will be determined as of the date the Purchase Payment is applied to the Contract.

GUARANTEED LIFETIME WITHDRAWAL BENEFIT RIDER A Guaranteed Lifetime Withdrawal Benefit Rider may be attached to your Contract. This rider provides a withdrawal benefit that allows withdrawals within specified limits for the lifetime of the Annuitants or Joint Annuitants on the Contract. If the Contract Value is reduced to zero and the Guaranteed Income Amount is greater than zero, the payments will be distributed through the Guaranteed Income Payout Phase. The Rider fee will reduce the value of the annuity. The Rider fee percentage for the Guaranteed Lifetime Withdrawal Benefit Rider is found on the Rider Data Page.

MINIMUM GUARANTEED VALUE The Minimum Guaranteed Value is equal to 87.5% of Your Purchase Payment accumulated at the Minimum Guaranteed Value Rate from the date the Purchase Payment was applied to the contract; minus withdrawals accumulated at the Minimum Guaranteed Value Rate from the date of withdrawal; minus the cumulative amount of fees and charges associated with this Contract or any riders attached to the Contract; minus any applicable taxes.

FIXED ACCOUNT Interest in the Fixed Account will be credited daily at a rate which compounds over one year and will equal the Annualized Effective Interest Rate We set for that Fixed Account. The Annualized Effective Interest Rate for any Fixed Account established on the Issue Date of the Contract is shown on the Annuity Data Page. Annual Effective Interest Rates will be declared by Us at each Purchase Payment Anniversary. This interest rate will never be less than the Fixed Account Minimum Guaranteed Annualized Effective Interest Rate as shown on the Annuity Data Page.

MARKET VALUE ADJUSTMENT (MVA) The MVA is an adjustment to the account values based on interest rate conditions at the time of withdrawal, surrender or annuitization compared to the beginning of the relevant withdrawal charge period. The MVA formula is explained in the Market Value Adjustment provision of your Contract. Withdrawals from an Indexed Account or a Fixed Account during the Withdrawal Charge Period will be subject to a MVA as set forth below.

If the publication of any component of the MVA Index is discontinued, or if the calculation of any component of the MVA 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.

Only the amount that exceeds the Free Withdrawal Amount for that account in the same Contract Year will have a MVA. The Market Value Adjustment may increase or decrease the amount payable to You.

The amount payable to You on a full surrender will not be less than the Minimum Guaranteed Value.

Any MVA will be waived on withdrawals taken to satisfy IRS minimum distribution rules but only to the extent the cumulative Free Withdrawal Amounts have been depleted. The waiver of any MVA under this provision is permitted only for withdrawals that satisfy required distributions resulting solely from this Contract.

CREDITING STRATEGIES We may offer one or more of the following Crediting Strategies. If we make additional Crediting Strategies available, we will notify you by mail.

- **Annual Point to Point Crediting Strategy:** Interest will be credited to Your Indexed Account at the end of the Purchase Payment Year. Interest will not be credited on any other day of the Purchase Payment year.

- **Annual Point to Point with Low Water Mark Crediting Strategy Rider:** In the first Purchase Payment Year, the Index Increase for this Rider uses the lowest daily close of the Index in the first 90 days since the Purchase Payment Date to calculate the Index Increase. This Crediting Strategy will only be available on any Purchase Payment start date. Once this Crediting Strategy is selected, You cannot transfer this Index Account Value to another Indexed Account(s) while Withdrawal Charges apply to this Contract.

- **Annual Point to Point with Monthly Averaging Crediting Strategy Rider:** The Index Increase for this Rider equals the average of the Index values on each Purchase Payment Month Anniversary of the Purchase Payment Year, divided by the Index value at the beginning of the Purchase Payment Year, minus one, multiplied by the Participation Rate.

- **Monthly Cap Crediting Strategy Rider:** The Index Increase for this Rider equals the sum of the percentage changes in the Index on each Purchase Payment Month Anniversary, multiplied by the Participation Rate taken over the Purchase Payment Year. A percentage change greater than zero is subject to the monthly Cap. There is no Floor on the monthly percentage changes. The Index Increase is subject to the Floor at the end of the Purchase Payment Year.

Each Indexed Account option has its own Index Rate, Cap and Floor. The Participation Rate, Cap and Floor for the Indexed Account(s) are shown on the Annuity Data Page of your Contract. The Cap is only guaranteed for one year, and may change on any Purchase Payment Anniversary, subject to the minimum Cap rates shown on the Annuity Data Page, which apply during the Withdrawal Charge Period. For subsequent Indexed Accounts, the Index Rate, Cap and Floor are applicable as of the date the subsequent Indexed Account is opened and are guaranteed for one year there after.

FREE WITHDRAWAL AMOUNT During each Contract Year You may withdraw the Free Withdrawal Amount without incurring a Withdrawal Charge or Market Value Adjustment; however, the amount withdrawn may be subject to any applicable taxes.

WITHDRAWAL CHARGE The Withdrawal Charge is based on the Purchase Payment Year in which the withdrawal occurs. Distributions taken prior to payout or annuitization are generally considered to come from the gain in the Contract first. If the Contract is tax-qualified, generally all withdrawals are treated as distributions of gain. Withdrawals of gain are taxed as ordinary income and, if taken prior to age 59½, may be subject to an additional 10% federal penalty tax. Upon full surrender, you will receive the Contract Value minus the Withdrawal Charge and any applicable taxes, and subject to a MVA or the Minimum Guaranteed Value if higher. The Withdrawal Charges are as follows:

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

If applicable in your state, Withdrawal Charges may be waived prior to the Payout Start Date under the terms of an endorsement to your Contract if it is medically necessary for you to be confined to a long-term care facility or hospital for at least 90 consecutive days, or become terminally ill. Also, if applicable in your state, Withdrawal Charges may be waived, after an Elimination Period, and prior to the Payout Start Date under the terms of an endorsement to your Contract if 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 2 of the 6 Activities of Daily Living for at least 90 consecutive days, as defined in the endorsement.

PAYOUT OPTIONS You or a person you designate may elect to receive Income Payments at least 24 months after the Issue Date on or before the Contract Maturity Date. The Contract Maturity Date, will be the later of the contract anniversary following the date of the 90th birthday of the oldest Annuitant(s) named in the Contract on the Issue Date or the 10th Anniversary of the Contract. A portion of each payment will be considered taxable and the remaining portion will be a non-taxable return of your investment in the Contract, which is also called the “basis”. Once the investment in the Contract is depleted, all remaining payments will be fully taxable. If the Contract is tax-qualified, generally all payments will be fully taxable. Payments taken prior to age 59½, may be subject to an additional 10% federal penalty tax. Any premium tax or other applicable tax relating to this Contract may be deducted from the Contract Value when the tax is incurred or at a later time of surrender or the start of an Income Plan. The annuitization value will be the Contract Value, or the Minimum Guaranteed Value if higher. The Income Plans available are Guarantee Payment Period, Life Income with Guaranteed Payment Period, and Joint Life Income with Guaranteed Payment Period.

DEATH BENEFIT Before the Payout Start Date, the Death Benefit is equal to the greater of the Contract Value or the value received by the Owner upon full surrender. Withdrawal Charges do not apply to the Death Benefit. The value of the Death Benefit is calculated on the date We receive the first complete request for settlement from any Owner. A complete request must include the due proof of death. Generally, the first payment under a payout option must be paid within one year of the Owner's date of death. Generally, if a payout is not selected, the Contract must be fully withdrawn within five years of the Owner's date of death.

For purposes of the Death of Owner options, the date we receive due proof of death will be considered the final Contract Anniversary for the purpose of calculating interest for an Indexed Account and all Indexed Account Values will be transferred to the Fixed Account for the duration of the Contract.

I have received a copy of the company disclosure material for this contract. I understand that any values shown, other than minimum guaranteed values, are not guarantees, promise or warranties.

Applicant/Owner Signature _____ Date (MM/DD/YYYY) _____

Annuities are not insured by FDIC, NCUA, NCUSIF or by any federal government agency. They are not deposits of or guaranteed by any bank or credit union. The financial institution does not guarantee performance by the insurer issuing the annuity.

Please refer to the Contract for additional information on features, benefits, and withdrawal charges. This is not your annuity Contract. All applications are subject to final approval by Allstate Life Insurance Company.

ALLSTATE INDEXED ANNUITY DISCLOSURE STATEMENT

Allstate Life Insurance Company
P.O. Box 660191, Dallas, TX 75266-0191
1-800-632-3492

Thank you for selecting the Allstate Indexed Annuity from Allstate Life Insurance Company. We want to ensure that you understand the provisions of your annuity.

ANNUITY CONTRACT Your Indexed Annuity (Contract Series LU11002) is a Limited Flexible Premium Deferred Indexed Annuity issued by Allstate Life Insurance Company. The minimum purchase payment amount is $5,000. Additional purchase payments may be made during the accumulation phase for the first 24 months after the issue date. We may limit the amount of purchase payments we will accept. Charges for optional riders, if selected, may reduce the value of the annuity. The Issue Date of your Contract will be shown on the Annuity Data Page. Your Contract will be mailed to you soon after your application is approved by Allstate Life Insurance Company. You may return your Contract for a full refund of the Purchase Payments, less any withdrawals, by written notification within twenty days after you receive it. (In certain instances, the right to return may extend beyond 20 days.)

LONG-TERM PURPOSE Your Indexed Annuity is designed for long-term savings. There are two distinct phases of the annuity: the Accumulation Phase comes first and is followed by the Payout Phase. During the Accumulation Phase, any interest earned on your Contract will be tax-deferred until withdrawn.

ACCOUNT OPTIONS Account options are the Fixed Account and the Indexed Account(s) under this Contract. You may allocate a portion of your payment to the Fixed Account or any Indexed Account(s). The minimum used to establish a Fixed Account or any Indexed Account is $3,000. The Contract Value is the purchase payment(s); plus interest credited; minus any withdrawals, taxes and previous withdrawals. The Fixed Account value is any amounts allocated to a Fixed Account whether by Purchase Payment or by transfer from an expiring Fixed Account or an expiring Indexed Account to a new Fixed Account; plus credited interest; minus any withdrawals, taxes, and previous withdrawals. The Indexed Account value is any amounts allocated to the Indexed Account whether by Purchase Payment or by transfer from an expiring Indexed Account or an expiring Fixed Account to a new Indexed Account; plus interest which is credited to the Indexed Account on the day the Indexed Account expires; minus any withdrawals, taxes or withdrawal charges on previous withdrawals.

PURCHASE PAYMENT BONUS If available, a Purchase Payment Bonus equal to a percentage of the Purchase Payment applied to the Contract will be added to the Contract Value on the date a purchase payment is applied to the Contract. The Purchase Payment Bonus percentage for the Initial Purchase Payment is shown on the Annuity Data Page. Purchase Payment Bonus Percentages for Purchase Payments applied after the issue date will be determined as of the date the Purchase Payment is applied to the Contract.

MINIMUM GUARANTEED VALUE The Minimum Guaranteed Value is equal to 87.5% of Your Purchase Payment accumulated at the Minimum Guaranteed Value Rate from the date the Purchase Payment was applied to the contract; minus withdrawals accumulated at the Minimum Guaranteed Value Rate from the date of withdrawal; minus the cumulative amount of fees and charges associated with this Contract or any riders attached to the Contract; minus any applicable taxes.

FIXED ACCOUNT Interest in the Fixed Account will be credited daily at a rate which compounds over one year and will equal the Annualized Effective Interest Rate We set for that Fixed Account. The Annualized Effective Interest Rate for any Fixed Account established on the Issue Date of the Contract is shown on the Annuity Data Page. Annual Effective Interest Rates will be declared by Us at each Purchase Payment Anniversary. This interest rate will never be less than the Fixed Account Minimum Guaranteed Annualized Effective Interest Rate as shown on the Annuity Data Page.

MARKET VALUE ADJUSTMENT (MVA) The MVA is an adjustment to the account values based on interest rate conditions at the time of withdrawal, surrender or annuitization compared to the beginning of the relevant withdrawal charge period. The MVA formula is explained in the Market Value Adjustment provision of your Contract. Withdrawals from an Indexed Account or a Fixed Account during the Withdrawal Charge Period will be subject to a MVA as set forth below.

If the publication of any component of the MVA Index is discontinued, or if the calculation of any component of the MVA 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.

Only the amount that exceeds the Free Withdrawal Amount for that account in the same Contract Year will have a MVA. The Market Value Adjustment may increase or decrease the amount payable to You.

The amount payable to You on a full surrender will not be less than the Minimum Guaranteed Value.

Any MVA will be waived on withdrawals taken to satisfy IRS minimum distribution rules but only to the extent the cumulative Free Withdrawal Amounts have been depleted. The waiver of any MVA under this provision is permitted only for withdrawals that satisfy required distributions resulting solely from this Contract.

CREDITING STRATEGIES We may offer one or more of the following Crediting Strategies. If we make additional Crediting Strategies available, we will notify you by mail.

- **Annual Point to Point Crediting Strategy:** Interest will be credited to Your Indexed Account at the end of the Purchase Payment Year. Interest will not be credited on any other day of the Purchase Payment year.

- **Annual Point to Point with Low Water Mark Crediting Strategy Rider:** In the first Purchase Payment Year, the Index Increase for this Rider uses the lowest daily close of the Index in the first 90 days since the Purchase Payment Date to calculate the Index Increase. This Crediting Strategy will only be available on any Purchase Payment start date. Once this Crediting Strategy is selected, You cannot transfer this Index Account Value to another Indexed Account(s) while Withdrawal Charges apply to this Contract.

- **Annual Point to Point with Monthly Averaging Crediting Strategy Rider:** The Index Increase for this Rider equals the average of the Index values on each Purchase Payment Month Anniversary of the Purchase Payment Year, divided by the Index value at the beginning of the Purchase Payment Year, minus one, multiplied by the Participation Rate.

- **Monthly Cap Crediting Strategy Rider:** The Index Increase for this Rider equals the sum of the percentage changes in the Index on each Purchase Payment Month Anniversary, multiplied by the Participation Rate taken over the Purchase Payment Year. A percentage change greater than zero is subject to the monthly Cap. There is no Floor on the monthly percentage changes. The Index Increase is subject to the Floor at the end of the Purchase Payment Year.

Each Indexed Account option has its own Index Rate, Cap and Floor. The Participation Rate, Cap and Floor for the Indexed Account(s) are shown on the Annuity Data Page of your Contract. The Cap is only guaranteed for one year, and may change on any Purchase Payment Anniversary, subject to the minimum Cap rates shown on the Annuity Data Page, which apply during the Withdrawal Charge Period. For subsequent Indexed Accounts, the Index Rate, Cap and Floor are applicable as of the date the subsequent Indexed Account is opened and are guaranteed for one year there after.

FREE WITHDRAWAL AMOUNT During each Contract Year You may withdraw the Free Withdrawal Amount without incurring a Withdrawal Charge or Market Value Adjustment; however, the amount withdrawn may be subject to any applicable taxes.

WITHDRAWAL CHARGE The Withdrawal Charge is based on the Purchase Payment Year in which the withdrawal occurs. Distributions taken prior to payout or annuitization are generally considered to come from the gain in the Contract first. If the Contract is tax-qualified, generally all withdrawals are treated as distributions of gain. Withdrawals of gain are taxed as ordinary income and, if taken prior to age 59½, may be subject to an additional 10% federal penalty tax. Upon full surrender, you will receive the Contract Value minus the Withdrawal Charge and any applicable taxes, and subject to a MVA or the Minimum Guaranteed Value if higher. The Withdrawal Charges are as follows:

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

If applicable in your state, Withdrawal Charges may be waived prior to the Payout Start Date under the terms of an endorsement to your Contract if it is medically necessary for you to be confined to a long-term care facility or hospital for at least 90 consecutive days, or become terminally ill. Also, if applicable in your state, Withdrawal Charges may be waived, after an Elimination Period, and prior to the Payout Start Date under the terms of an endorsement to your Contract if 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 2 of the 6 Activities of Daily Living for at least 90 consecutive days, as defined in the endorsement.

PAYOUT OPTIONS You or a person you designate may elect to receive Income Payments at least 24 months after the Issue Date on or before the Contract Maturity Date. The Contract Maturity Date, will be the later of the contract anniversary following the date of the 90th birthday of the oldest Annuitant(s) named in the Contract on the Issue Date or the 10th Anniversary of the Contract. A portion of each payment will be considered taxable and the remaining portion will be a non-taxable return of your investment in the Contract, which is also called the “basis”. Once the investment in the Contract is depleted, all remaining payments will be fully taxable. If the Contract is tax-qualified, generally all payments will be fully taxable. Payments taken prior to age 59½, may be subject to an additional 10% federal penalty tax. Any premium tax or other applicable tax relating to this Contract may be deducted from the Contract Value when the tax is incurred or at a later time of surrender or the start of an Income Plan. The annuitization value will be the Contract Value, or the Minimum Guaranteed Value if higher. The Income Plans available are Guarantee Payment Period, Life Income with Guaranteed Payment Period, and Joint Life Income with Guaranteed Payment Period.

DEATH BENEFIT Before the Payout Start Date, the Death Benefit is equal to the greater of the Contract Value or the value received by the Owner upon full surrender. Withdrawal Charges do not apply to the Death Benefit. The value of the Death Benefit is calculated on the date We receive the first complete request for settlement from any Owner. A complete request must include the due proof of death. Generally, the first payment under a payout option must be paid within one year of the Owner's date of death. Generally, if a payout is not selected, the Contract must be fully withdrawn within five years of the Owner's date of death.

For purposes of the Death of Owner options, the date we receive due proof of death will be considered the final Contract Anniversary for the purpose of calculating interest for an Indexed Account and all Indexed Account Values will be transferred to the Fixed Account for the duration of the Contract.

I have received a copy of the company disclosure material for this contract. I understand that any values shown, other than minimum guaranteed values, are not guarantees, promise or warranties.

Applicant/Owner Signature _____ Date (MM/DD/YYYY) _____

Annuities are not insured by FDIC, NCUA, NCUSIF or by any federal government agency. They are not deposits of or guaranteed by any bank or credit union. The financial institution does not guarantee performance by the insurer issuing the annuity.

Please refer to the Contract for additional information on features, benefits, and withdrawal charges. This is not your annuity Contract. All applications are subject to final approval by Allstate Life Insurance Company.

ALLSTATE INDEXED ANNUITY DISCLOSURE STATEMENT

Allstate Life Insurance Company
P.O. Box 660191, Dallas, TX 75266-0191
1-800-632-3492

Thank you for selecting the Allstate Indexed Annuity from Allstate Life Insurance Company. We want to ensure that you understand the provisions of your annuity.

ANNUITY CONTRACT Your Indexed Annuity (Contract Series LU11017) is a Limited Flexible Premium Deferred Indexed Annuity issued by Allstate Life Insurance Company. The minimum purchase payment amount is $5,000. Additional purchase payments may be made during the accumulation phase for the first 24 months after the issue date. We may limit the amount of purchase payments we will accept. Charges for optional riders, if selected, may reduce the value of the annuity. The Issue Date of your Contract will be shown on the Annuity Data Page. Your Contract will be mailed to you soon after your application is approved by Allstate Life Insurance Company. You may return your Contract for a full refund of the Purchase Payments, less any withdrawals, by written notification within twenty days after you receive it. (In certain instances, the right to return may extend beyond 20 days.)

LONG-TERM PURPOSE Your Indexed Annuity is designed for long-term savings. There are two distinct phases of the annuity: the Accumulation Phase comes first and is followed by the Payout Phase. During the Accumulation Phase, any interest earned on your Contract will be tax-deferred until withdrawn.

ACCOUNT OPTIONS Account options are the Fixed Account and the Indexed Account(s) under this Contract. You may allocate a portion of your payment to the Fixed Account or any Indexed Account(s). The minimum used to establish a Fixed Account or any Indexed Account is $3,000. The Contract Value is the purchase payment(s); plus interest credited; minus any withdrawals, taxes and previous withdrawals. The Fixed Account value is any amounts allocated to a Fixed Account whether by Purchase Payment or by transfer from an expiring Fixed Account or an expiring Indexed Account to a new Fixed Account; plus credited interest; minus any withdrawals, taxes, and previous withdrawals. The Indexed Account value is any amounts allocated to the Indexed Account whether by Purchase Payment or by transfer from an expiring Indexed Account or an expiring Fixed Account to a new Indexed Account; plus interest which is credited to the Indexed Account on the day the Indexed Account expires; minus any withdrawals, taxes or withdrawal charges on previous withdrawals.

PURCHASE PAYMENT BONUS If available, a Purchase Payment Bonus equal to a percentage of the Purchase Payment applied to the Contract will be added to the Contract Value on the date a purchase payment is applied to the Contract. The Purchase Payment Bonus percentage for the Initial Purchase Payment is shown on the Annuity Data Page. Purchase Payment Bonus Percentages for Purchase Payments applied after the issue date will be determined as of the date the Purchase Payment is applied to the Contract.

GUARANTEED LIFETIME WITHDRAWAL BENEFIT RIDER A Guaranteed Lifetime Withdrawal Benefit Rider may be attached to your Contract. This rider provides a withdrawal benefit that allows withdrawals within specified limits for the lifetime of the Annuitants or Joint Annuitants on the Contract. If the Contract Value is reduced to zero and the Guaranteed Income Amount is greater than zero, the payments will be distributed through the Guaranteed Income Payout Phase. The Rider fee will reduce the value of the annuity. The Rider fee percentage for the Guaranteed Lifetime Withdrawal Benefit Rider is found on the Rider Data Page.

MINIMUM GUARANTEED VALUE The Minimum Guaranteed Value is equal to 87.5% of Your Purchase Payment accumulated at the Minimum Guaranteed Value Rate from the date the Purchase Payment was applied to the contract; minus withdrawals accumulated at the Minimum Guaranteed Value Rate from the date of withdrawal; minus the cumulative amount of fees and charges associated with this Contract or any riders attached to the Contract; minus any applicable taxes.

FIXED ACCOUNT Interest in the Fixed Account will be credited daily at a rate which compounds over one year and will equal the Annualized Effective Interest Rate We set for that Fixed Account. The Annualized Effective Interest Rate for any Fixed Account established on the Issue Date of the Contract is shown on the Annuity Data Page. Annual Effective Interest Rates will be declared by Us at each Purchase Payment Anniversary. This interest rate will never be less than the Fixed Account Minimum Guaranteed Annualized Effective Interest Rate as shown on the Annuity Data Page.

MARKET VALUE ADJUSTMENT (MVA) The MVA is an adjustment to the account values based on interest rate conditions at the time of withdrawal, surrender or annuitization compared to the beginning of the relevant withdrawal charge period. The MVA formula is explained in the Market Value Adjustment provision of your Contract. Withdrawals from an Indexed Account or a Fixed Account during the Withdrawal Charge Period will be subject to a MVA as set forth below.

If the publication of any component of the MVA Index is discontinued, or if the calculation of any component of the MVA 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.

Only the amount that exceeds the Free Withdrawal Amount for that account in the same Contract Year will have a MVA. The Market Value Adjustment may increase or decrease the amount payable to You.

The amount payable to You on a full surrender will not be less than the Minimum Guaranteed Value.

Any MVA will be waived on withdrawals taken to satisfy IRS minimum distribution rules but only to the extent the cumulative Free Withdrawal Amounts have been depleted. The waiver of any MVA under this provision is permitted only for withdrawals that satisfy required distributions resulting solely from this Contract.

CREDITING STRATEGIES We may offer one or more of the following Crediting Strategies. If we make additional Crediting Strategies available, we will notify you by mail.

- **Annual Point to Point Crediting Strategy:** Interest will be credited to Your Indexed Account at the end of the Purchase Payment Year. Interest will not be credited on any other day of the Purchase Payment year.

- **Annual Point to Point with Low Water Mark Crediting Strategy Rider:** In the first Purchase Payment Year, the Index Increase for this Rider uses the lowest daily close of the Index in the first 90 days since the Purchase Payment Date to calculate the Index Increase. This Crediting Strategy will only be available on any Purchase Payment start date. Once this Crediting Strategy is selected, You cannot transfer this Index Account Value to another Indexed Account(s) while Withdrawal Charges apply to this Contract.

- **Annual Point to Point with Monthly Averaging Crediting Strategy Rider:** The Index Increase for this Rider equals the average of the Index values on each Purchase Payment Month Anniversary of the Purchase Payment Year, divided by the Index value at the beginning of the Purchase Payment Year, minus one, multiplied by the Participation Rate.

- **Monthly Cap Crediting Strategy Rider:** The Index Increase for this Rider equals the sum of the percentage changes in the Index on each Purchase Payment Month Anniversary, multiplied by the Participation Rate taken over the Purchase Payment Year. A percentage change greater than zero is subject to the monthly Cap. There is no Floor on the monthly percentage changes. The Index Increase is subject to the Floor at the end of the Purchase Payment Year.

Each Indexed Account option has its own Index Rate, Cap and Floor. The Participation Rate, Cap and Floor for the Indexed Account(s) are shown on the Annuity Data Page of your Contract. The Cap is only guaranteed for one year, and may change on any Purchase Payment Anniversary, subject to the minimum Cap rates shown on the Annuity Data Page, which apply during the Withdrawal Charge Period. For subsequent Indexed Accounts, the Index Rate, Cap and Floor are applicable as of the date the subsequent Indexed Account is opened and are guaranteed for one year there after.

FREE WITHDRAWAL AMOUNT During each Contract Year You may withdraw the Free Withdrawal Amount without incurring a Withdrawal Charge or Market Value Adjustment; however, the amount withdrawn may be subject to any applicable taxes.

WITHDRAWAL CHARGE The Withdrawal Charge is based on the Purchase Payment Year in which the withdrawal occurs. Distributions taken prior to payout or annuitization are generally considered to come from the gain in the Contract first. If the Contract is tax-qualified, generally all withdrawals are treated as distributions of gain. Withdrawals of gain are taxed as ordinary income and, if taken prior to age 59½, may be subject to an additional 10% federal penalty tax. Upon full surrender, you will receive the Contract Value minus the Withdrawal Charge and any applicable taxes, and subject to a MVA or the Minimum Guaranteed Value if higher. The Withdrawal Charges are as follows:

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

If applicable in your state, Withdrawal Charges may be waived prior to the Payout Start Date under the terms of an endorsement to your Contract if it is medically necessary for you to be confined to a long-term care facility or hospital for at least 90 consecutive days, or become terminally ill. Also, if applicable in your state, Withdrawal Charges may be waived, after an Elimination Period, and prior to the Payout Start Date under the terms of an endorsement to your Contract if 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 2 of the 6 Activities of Daily Living for at least 90 consecutive days, as defined in the endorsement.

PAYOUT OPTIONS You or a person you designate may elect to receive Income Payments at least 24 months after the Issue Date on or before the Contract Maturity Date. The Contract Maturity Date, will be the later of the contract anniversary following the date of the 90th birthday of the oldest Annuitant(s) named in the Contract on the Issue Date or the 10th Anniversary of the Contract. A portion of each payment will be considered taxable and the remaining portion will be a non-taxable return of your investment in the Contract, which is also called the “basis”. Once the investment in the Contract is depleted, all remaining payments will be fully taxable. If the Contract is tax-qualified, generally all payments will be fully taxable. Payments taken prior to age 59½, may be subject to an additional 10% federal penalty tax. Any premium tax or other applicable tax relating to this Contract may be deducted from the Contract Value when the tax is incurred or at a later time of surrender or the start of an Income Plan. The annuitization value will be the Contract Value, or the Minimum Guaranteed Value if higher. The Income Plans available are Guarantee Payment Period, Life Income with Guaranteed Payment Period, and Joint Life Income with Guaranteed Payment Period.

DEATH BENEFIT Before the Payout Start Date, the Death Benefit is equal to the greater of the Contract Value or the value received by the Owner upon full surrender. Withdrawal Charges do not apply to the Death Benefit. The value of the Death Benefit is calculated on the date We receive the first complete request for settlement from any Owner. A complete request must include the due proof of death. Generally, the first payment under a payout option must be paid within one year of the Owner's date of death. Generally, if a payout is not selected, the Contract must be fully withdrawn within five years of the Owner's date of death.

For purposes of the Death of Owner options, the date we receive due proof of death will be considered the final Contract Anniversary for the purpose of calculating interest for an Indexed Account and all Indexed Account Values will be transferred to the Fixed Account for the duration of the Contract.

I have received a copy of the company disclosure material for this contract. I understand that any values shown, other than minimum guaranteed values, are not guarantees, promise or warranties.

Applicant/Owner Signature _____ Date (MM/DD/YYYY) _____

Annuities are not insured by FDIC, NCUA, NCUSIF or by any federal government agency. They are not deposits of or guaranteed by any bank or credit union. The financial institution does not guarantee performance by the insurer issuing the annuity.

Please refer to the Contract for additional information on features, benefits, and withdrawal charges. This is not your annuity Contract. All applications are subject to final approval by Allstate Life Insurance Company.

ALLSTATE INDEXED ANNUITY DISCLOSURE STATEMENT

Allstate Life Insurance Company
P.O. Box 660191, Dallas, TX 75266-0191
1-800-632-3492

Thank you for selecting the Allstate Indexed Annuity from Allstate Life Insurance Company. We want to ensure that you understand the provisions of your annuity.

ANNUITY CONTRACT Your Indexed Annuity (Contract Series LU11018) is a Limited Flexible Premium Deferred Indexed Annuity issued by Allstate Life Insurance Company. The minimum purchase payment amount is $5,000. Additional purchase payments may be made during the accumulation phase for the first 24 months after the issue date. We may limit the amount of purchase payments we will accept. Charges for optional riders, if selected, may reduce the value of the annuity. The Issue Date of your Contract will be shown on the Annuity Data Page. Your Contract will be mailed to you soon after your application is approved by Allstate Life Insurance Company. You may return your Contract for a full refund of the Purchase Payments, less any withdrawals, by written notification within twenty days after you receive it. (In certain instances, the right to return may extend beyond 20 days.)

LONG-TERM PURPOSE Your Indexed Annuity is designed for long-term savings. There are two distinct phases of the annuity: the Accumulation Phase comes first and is followed by the Payout Phase. During the Accumulation Phase, any interest earned on your Contract will be tax-deferred until withdrawn.

ACCOUNT OPTIONS Account options are the Fixed Account and the Indexed Account(s) under this Contract. You may allocate a portion of your payment to the Fixed Account or any Indexed Account(s). The minimum used to establish a Fixed Account or any Indexed Account is $3,000. The Contract Value is the purchase payment(s); plus interest credited; minus any withdrawals, taxes and previous withdrawals. The Fixed Account value is any amounts allocated to a Fixed Account whether by Purchase Payment or by transfer from an expiring Fixed Account or an expiring Indexed Account to a new Fixed Account; plus credited interest; minus any withdrawals, taxes, and previous withdrawals. The Indexed Account value is any amounts allocated to the Indexed Account whether by Purchase Payment or by transfer from an expiring Indexed Account or an expiring Fixed Account to a new Indexed Account; plus interest which is credited to the Indexed Account on the day the Indexed Account expires; minus any withdrawals, taxes or withdrawal charges on previous withdrawals.

PURCHASE PAYMENT BONUS If available, a Purchase Payment Bonus equal to a percentage of the Purchase Payment applied to the Contract will be added to the Contract Value on the date a purchase payment is applied to the Contract. The Purchase Payment Bonus percentage for the Initial Purchase Payment is shown on the Annuity Data Page. Purchase Payment Bonus Percentages for Purchase Payments applied after the issue date will be determined as of the date the Purchase Payment is applied to the Contract.

MINIMUM GUARANTEED VALUE The Minimum Guaranteed Value is equal to 87.5% of Your Purchase Payment accumulated at the Minimum Guaranteed Value Rate from the date the Purchase Payment was applied to the contract; minus withdrawals accumulated at the Minimum Guaranteed Value Rate from the date of withdrawal; minus the cumulative amount of fees and charges associated with this Contract or any riders attached to the Contract; minus any applicable taxes.

FIXED ACCOUNT Interest in the Fixed Account will be credited daily at a rate which compounds over one year and will equal the Annualized Effective Interest Rate We set for that Fixed Account. The Annualized Effective Interest Rate for any Fixed Account established on the Issue Date of the Contract is shown on the Annuity Data Page. Annual Effective Interest Rates will be declared by Us at each Purchase Payment Anniversary. This interest rate will never be less than the Fixed Account Minimum Guaranteed Annualized Effective Interest Rate as shown on the Annuity Data Page.

MARKET VALUE ADJUSTMENT (MVA) The MVA is an adjustment to the account values based on interest rate conditions at the time of withdrawal, surrender or annuitization compared to the beginning of the relevant withdrawal charge period. The MVA formula is explained in the Market Value Adjustment provision of your Contract. Withdrawals from an Indexed Account or a Fixed Account during the Withdrawal Charge Period will be subject to a MVA as set forth below.

If the publication of any component of the MVA Index is discontinued, or if the calculation of any component of the MVA 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.

Only the amount that exceeds the Free Withdrawal Amount for that account in the same Contract Year will have a MVA. The Market Value Adjustment may increase or decrease the amount payable to You.

The amount payable to You on a full surrender will not be less than the Minimum Guaranteed Value.

Any MVA will be waived on withdrawals taken to satisfy IRS minimum distribution rules but only to the extent the cumulative Free Withdrawal Amounts have been depleted. The waiver of any MVA under this provision is permitted only for withdrawals that satisfy required distributions resulting solely from this Contract.

CREDITING STRATEGIES We may offer one or more of the following Crediting Strategies. If we make additional Crediting Strategies available, we will notify you by mail.

- **Annual Point to Point Crediting Strategy:** Interest will be credited to Your Indexed Account at the end of the Purchase Payment Year. Interest will not be credited on any other day of the Purchase Payment year.

- **Annual Point to Point with Low Water Mark Crediting Strategy Rider:** In the first Purchase Payment Year, the Index Increase for this Rider uses the lowest daily close of the Index in the first 90 days since the Purchase Payment Date to calculate the Index Increase. This Crediting Strategy will only be available on any Purchase Payment start date. Once this Crediting Strategy is selected, You cannot transfer this Index Account Value to another Indexed Account(s) while Withdrawal Charges apply to this Contract.

- **Annual Point to Point with Monthly Averaging Crediting Strategy Rider:** The Index Increase for this Rider equals the average of the Index values on each Purchase Payment Month Anniversary of the Purchase Payment Year, divided by the Index value at the beginning of the Purchase Payment Year, minus one, multiplied by the Participation Rate.

- **Monthly Cap Crediting Strategy Rider:** The Index Increase for this Rider equals the sum of the percentage changes in the Index on each Purchase Payment Month Anniversary, multiplied by the Participation Rate taken over the Purchase Payment Year. A percentage change greater than zero is subject to the monthly Cap. There is no Floor on the monthly percentage changes. The Index Increase is subject to the Floor at the end of the Purchase Payment Year.

Each Indexed Account option has its own Index Rate, Cap and Floor. The Participation Rate, Cap and Floor for the Indexed Account(s) are shown on the Annuity Data Page of your Contract. The Cap is only guaranteed for one year, and may change on any Purchase Payment Anniversary, subject to the minimum Cap rates shown on the Annuity Data Page, which apply during the Withdrawal Charge Period. For subsequent Indexed Accounts, the Index Rate, Cap and Floor are applicable as of the date the subsequent Indexed Account is opened and are guaranteed for one year there after.

FREE WITHDRAWAL AMOUNT During each Contract Year You may withdraw the Free Withdrawal Amount without incurring a Withdrawal Charge or Market Value Adjustment; however, the amount withdrawn may be subject to any applicable taxes.

WITHDRAWAL CHARGE The Withdrawal Charge is based on the Purchase Payment Year in which the withdrawal occurs. Distributions taken prior to payout or annuitization are generally considered to come from the gain in the Contract first. If the Contract is tax-qualified, generally all withdrawals are treated as distributions of gain. Withdrawals of gain are taxed as ordinary income and, if taken prior to age 59½, may be subject to an additional 10% federal penalty tax. Upon full surrender, you will receive the Contract Value minus the Withdrawal Charge and any applicable taxes, and subject to a MVA or the Minimum Guaranteed Value if higher. The Withdrawal Charges are as follows:

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

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PAYOUT OPTIONS You or a person you designate may elect to receive Income Payments at least 24 months after the Issue Date on or before the Contract Maturity Date. The Contract Maturity Date, will be the later of the contract anniversary following the date of the 90th birthday of the oldest Annuitant(s) named in the Contract on the Issue Date or the 10th Anniversary of the Contract. A portion of each payment will be considered taxable and the remaining portion will be a non-taxable return of your investment in the Contract, which is also called the “basis”. Once the investment in the Contract is depleted, all remaining payments will be fully taxable. If the Contract is tax-qualified, generally all payments will be fully taxable. Payments taken prior to age 59½, may be subject to an additional 10% federal penalty tax. Any premium tax or other applicable tax relating to this Contract may be deducted from the Contract Value when the tax is incurred or at a later time of surrender or the start of an Income Plan. The annuitization value will be the Contract Value, or the Minimum Guaranteed Value if higher. The Income Plans available are Guarantee Payment Period, Life Income with Guaranteed Payment Period, and Joint Life Income with Guaranteed Payment Period.

DEATH BENEFIT Before the Payout Start Date, the Death Benefit is equal to the greater of the Contract Value or the value received by the Owner upon full surrender. Withdrawal Charges do not apply to the Death Benefit. The value of the Death Benefit is calculated on the date We receive the first complete request for settlement from any Owner. A complete request must include the due proof of death. Generally, the first payment under a payout option must be paid within one year of the Owner's date of death. Generally, if a payout is not selected, the Contract must be fully withdrawn within five years of the Owner's date of death.

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I have received a copy of the company disclosure material for this contract. I understand that any values shown, other than minimum guaranteed values, are not guarantees, promise or warranties.

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Please refer to the Contract for additional information on features, benefits, and withdrawal charges. This is not your annuity Contract. All applications are subject to final approval by Allstate Life Insurance Company.