Supplement dated May 1, 2020, to the
Prospectus for your Variable Annuity
Issued by

ALLSTATE LIFE INSURANCE COMPANY

This Supplement should be read in conjunction with the current Prospectus for your Annuity and should be retained for future reference. This Supplement is intended to update certain information in the Prospectus for the variable annuity you own and is not intended to be a prospectus or offer for any other variable annuity that you do not own. Defined terms used herein and not otherwise defined herein shall have the meanings given to them in the Prospectuses and Statements of Additional Information. If you have any questions, please contact your financial professional or our Variable Annuities Service Center at (800) 457-7617. Our representatives are available to assist you Monday through Friday between 7:30 a.m. and 5:00 p.m. Central time.

Note: You should consult with us and your tax advisor as provisions enacted in response to the COVID-19 outbreak continue to evolve, as additional information is received and communicated by the IRS and the Department of Labor.

On March 27, 2020 (Date of Enactment), Congress passed and President Trump signed the Coronavirus Aid, Relief and Economic Security (CARES) Act. This law includes provisions that impact Individual Retirement Annuities (IRAs), Roth IRAs and employer sponsored qualified retirement plans.

Waiver of Required Minimum Distributions (RMDs) for 2020

The requirement to take minimum distributions from defined contribution plans and IRAs is waived for 2020. The waiver would apply to any RMD due from such an arrangement in 2020, even RMDs with respect to the 2019 tax year that are due in 2020. For example, if an IRA owner turned age 70½ in 2019, they owe an RMD for the 2019 tax year but can wait until 4/1/20 to take it. If they did not take that first RMD in 2019, the bill waives it, along with the requirement to take their second RMD (for the 2020 tax year) by the end of 2020. The relief applies both to lifetime and post-death RMDs. In that regard, if the post-death 5-year rule applies, the 5-year period is determined without regard to calendar year 2020 and thus, the 5 year rule is extended by one year. It is unclear whether this treatment applies for the 10-year period imposed by the SECURE Act. Although also unclear, the 1-year election rule for life expectancy payments by an eligible beneficiary may be extended based on the position the IRS took in Notice 2009-82.

Withdrawals from Employer Plans and IRAs, including Roth IRAs

Relief is provided for "coronavirus-related distributions" from qualified plans and IRAs. The relief applies to such distributions made at any time during the 2020 calendar year, as follows:

- Permits such distributions to be treated as in-service distributions, even if such amounts are not otherwise distributable from the plan under sections 401(k), 403(b), or 457, as applicable;
- Provides an exception to the 10% early distribution penalty under Code section 72(t) (but not for the similar penalty tax under Code section 72(q) that applies to non-qualified annuities);
- Exempts such distributions from the 402(f) notice requirements and mandatory 20% withholding applicable to eligible rollover distributions, as applicable;
- Permits the individual to include income attributable to such distributions ratably over the three-year period beginning with the year the distribution would otherwise be taxable (this spreading would apply unless the taxpayer elects out); and
- Permits recontribution of such distribution to a plan or IRA within three years, in which case the recontribution is generally treated as a direct trustee-to-trustee transfer within 60 days of the distribution.

The distribution must come from an "eligible retirement plan" within the meaning of Code section 402(c)(8)(B), *i.e.*, an IRA, 401(a) plan, 403(a) plan, 403(b) plan, or governmental 457(b) plan. The relief would be limited to aggregate distributions of $100,000. See below for a description of who is eligible for the relief.

Plan Loans

The following relief is provided with respect to plan loans (if available under a contract) taken by any "qualified individual" who is affected by the coronavirus:

- For loans made during the 180-day period beginning on the date of enactment, the maximum loan amount would be increased from $50,000 or 50% of the vested account balance to $100,000 or 100% of the vested account balance. Note that Department of Labor regulations require that plan loans be secured by no more than half of the account balance. It is not clear whether this is an impediment to increasing the loan limit to 100% of the account balance. We understand that DOL is aware of this issue.
- The due date for any repayment on a loan that otherwise is due between the date of enactment and December 31, 2020, would be delayed for one year. This also would extend the maximum loan period (normally five years).

Based on prior IRS guidance involving similar relief for natural disasters, all of the changes would be optional for plans See below for a description of who is eligible for the plan loan relief.

Eligible Individuals for Withdrawal and Loan Relief

The administrator of an eligible retirement plan may rely on an employee's certification that the employee satisfies the conditions for eligibility. The eligibility criteria for the relief remain the same, meaning the individual must fall within one of the following categories:

- The individual is diagnosed with the virus SARS-CoV-2 or with coronavirus disease 2019 (COVID-19) by a test approved by the Centers for Disease Control and Prevention;
- The individual's spouse or dependent is diagnosed with such virus or disease; or
- The individual experiences adverse financial consequences as a result of being quarantined, being furloughed or laid off or having work hours reduced due to such virus or disease, being unable to work due to lack of child care due to such virus or disease, closing or reducing hours of a business owned or operated by the individual due to such virus or disease, or other factors as determined by the Secretary of the Treasury.

IRS Guidance

Extension of IRA Contribution Deadline

The deadline for making an IRA or Roth IRA contribution has been extended until July 15, 2020, the extended deadline for filing an individual's 2019 tax return.

The Putnam Allstate Advisor Variable Annuities
(Advisor, Advisor Plus, Advisor Preferred)
ALLSTATE FINANCIAL ADVISORS SEPARATE ACCOUNT I

Allstate Life Insurance Company
Street Address: 5801 SW 6th Ave., Topeka, KS 66606-0001
Mailing Address: P.O. Box 758560, Topeka, KS 66675-8560
Telephone Number: 1-800-390-1277
Fax Number: 1-785-228-4568

Prospectus dated May 1, 2020

Allstate Life Insurance Company (***"Allstate Life"***) offered the following individual and group flexible premium deferred variable annuity contracts (each, a ***"Contract"***):

- **Putnam Allstate Advisor**
- **Putnam Allstate Advisor Plus**
- **Putnam Allstate Advisor Preferred**

This prospectus contains information about each Contract that you should know before investing. Please keep it for future reference. **The Contracts were no longer offered for new sales as of November 27, 2003.** Contracts may not have been available in all states or through your sales representative at the time you purchased your contract'. Please check with your sales representative for details.

This prospectus contains all material features of the contracts, including any material state variations, that you should know before investing. The information is not intended as investment advice and is not a recommendation about managing or investing your retirement savings. Clients seeking information regarding their particular investment needs should contact a financial professional.

This prospectus is being provided for informational or educational purposes only and does not take into account the investment objectives or financial situation of any client or prospective clients. The information is not intended as investment advice and is not a recommendation about managing or investing your retirement savings. Clients seeking information regarding their particular investment needs should contact a financial professional.

For **Putnam Allstate Advisor Plus Contracts**, each time you make a purchase payment, we will add to your Contract value (***"Contract Value"***) a credit enhancement (***"Credit Enhancement"***) equal to 4% of such purchase payment. Expenses for this Contract may be higher than a Contract without the Credit Enhancement. Over time, the amount of the Credit Enhancement may be more than offset by the fees associated with the Credit Enhancement. We do not consider Credit Enhancements to be investments in the Contract for income tax purposes.

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

Each Contract currently offers several investment alternatives (***"Investment Alternatives"***). The investment alternatives include fixed account options (***"Fixed Account Options"***), depending on the Contract, and variable sub-accounts (***"Variable Sub-Accounts"***) of the Allstate Financial Advisors Separate Account I ***("Variable Account"***). Each Variable Sub-Account invests exclusively in the Class IB shares of one of the following underlying fund portfolios (***"Funds"***) of the Putnam Variable Trust:

Putnam VT Diversified Income Fund – Class IB
Putnam VT Emerging Markets Equity Fund - Class IB
Putnam VT Equity Income Fund – Class IB
Putnam VT George Putnam Balanced Fund – Class IB
Putnam VT Global Asset Allocation Fund – Class IB
Putnam VT Global Equity Fund – Class IB
Putnam VT Global Health Care Fund – Class IB
Putnam VT Government Money Market Fund – Class IB
Putnam VT Growth Opportunities Fund – Class IB
Putnam VT High Yield Fund – Class IB
Putnam VT Income Fund – Class IB
Putnam VT International Equity Fund – Class IB
Putnam VT International Value Fund – Class IB
Putnam VT Mortgage Securities Fund – Class IB
Putnam VT Multi-Cap Core Fund – Class IB
Putnam VT Research Fund – Class IB
Putnam VT Small Cap Growth Fund – Class IB
Putnam VT Small Cap Value Fund – Class IB
Putnam VT Sustainable Future Fund – Class IB
Putnam VT Sustainable Leaders Fund – Class IB

Please refer to the *Investment Alternatives* section of this prospectus for a list of the Variable Sub-accounts.

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

see Investment Alternatives: The Variable Sub-Accounts section of this Prospectus for information about Variable Sub-Account and/or Portfolio liquidations, mergers, closures and name changes.

We (Allstate Life), have filed a Statement of Additional Information, dated May 1, 2020, with the Securities and Exchange Commission (***"SEC"***). It contains more information about each Contract and is incorporated herein by reference, which means that it is legally a part of this prospectus. The contents of the Statement of Additional Information are described below – see Table of Contents. For a free copy, please write or call us at the address or telephone number above, or go to the SEC's website (www.sec.gov). You can find other information and documents about us, including documents that are legally part of this prospectus, at the SEC's website.

IMPORTANT INFORMATION

Beginning on January 1, 2021, as permitted by regulations adopted by the Securities and Exchange Commission, paper copies of the annual and semi-annual shareholder reports for portfolios available under your contract will no longer be sent by mail, unless you specifically request paper copies of the reports from us. Instead, the reports will be made available on a website, and you will be notified by mail each time a report is posted and provided with a website link to access the report.

If you already elected to receive shareholder reports electronically, you will not be affected by this change and you need not take any action. You may elect to receive shareholder reports and other communications electronically by calling 1-800-457-7617.

You may elect to receive all future shareholder reports in paper free of charge by calling 1-800-457-7617. Your election to receive reports in paper will apply to all portfolios available under your contract.

IMPORTANT NOTICES	**The SEC has not approved or disapproved the securities described in this prospectus, nor has it passed on the accuracy or the adequacy of this prospectus. Anyone who tells you otherwise is committing a federal crime.** **The Contracts may be distributed through broker-dealers that have relationships with banks or other financial institutions or by employees of such banks. However, the Contracts are not deposits or obligations of, or guaranteed by such institutions or any federal regulatory agency. Investment in the Contracts involves investment risks, including possible loss of principal.** **The Contracts are not FDIC insured.**

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Glossary of Terms

Accumulation Phase: The period begins on the date we issue your Contract (**"Issue Date"**) and continues until the Payout Start Date, which is the date we apply your money to provide income payments.

Accumulation Unit: A unit of measurement used to calculate the value of your investment in the Variable Sub-Accounts during the Accumulation Phase.

Accumulation Unit Value: The separate value for each Variable Sub-Account's Accumulation Unit. Accumulation Unit Value is analogous to, but not the same as, the share price of a mutual fund.

Allstate Life ("we"): The issuer of the following individual and group flexible premium deferred variable annuity contracts (each, a ***"Contract"***): Putnam Allstate Advisor, Putnam Allstate Advisor Plus, Putnam Allstate Advisor Preferred

Annuitant: The individual whose age determines the latest Payout Start Date and whose life determines the amount and duration of income payments (other than under Income Plans with guaranteed payments for a specified period). The maximum age of any Annuitant on the date we receive the completed application for each Contract is as follows: 90- Putnam Allstate Advisor, 85- Putnam Allstate Advisor Plus, and 90- Putnam Allstate Advisor Preferred.

Automatic Additions Program: A program that may enable you to make subsequent purchase payments of at least $50 or more per month by automatically transferring money from your bank account. The ***Automatic Additions Program*** is not available for making purchase payments into the 6 or 12 Month Dollar Cost Averaging Options (for **Putnam Allstate Advisor Contracts** only).

Automatic Fund Rebalancing Program: A program, during the Accumulation Phase, where we automatically rebalance the Contract Value in each Variable Sub-Account and return it to the desired percentage allocations quarterly, semi-annually, or annually.

Beneficiary(ies): The person(s), who may elect to receive the death benefit or become the new Contract Owner subject to the Death of Owner provision if the sole surviving Contract Owner dies before the Payout Start Date. You may name one or more Beneficiaries when you apply for a Contract. You may change or add Beneficiaries by written notice at any time unless you have designated an irrevocable Beneficiary.

- **Primary Beneficiary**: the person who may elect to receive the death benefit or become the new Contract Owner, subject to the Death of Owner provisions in your contract.
- **Contingent Beneficiary**: The person selected by the Contract owner who will receive the rights of the primary Beneficiary if all named primary Beneficiaries die before the death of the sole surviving Contract Owner.

Cancellation Period: The time during which you have the right to cancel your Contract, generally within 20 days of receipt or any longer period as your state may require.

Code: The Internal Revenue Code of 1986, as amended.

Contract*: Putnam Allstate Advisor, Putnam Allstate Advisor Plus, Putnam Allstate Advisor Preferred, are each an individual and group flexible premium deferred variable annuity contract between you, the Contract owner, and Allstate Life, a life insurance company.

Contract Anniversary: Each twelve-month period from the date of your Contract's Issue Date.

Contract Owner ("you"): The person or entity who may exercise all of the rights and privileges provided by the Contract.

Contract Value: On the Issue Date, your Contract Value will depend on which Contact you have.

- **Putnam Allstate Advisor**: Is equal to your initial Purchase Payment.
- **Putnam Allstate Advisor Plus**: Is equal to your initial Purchase Payment plus the Credit Enhancement.
- **Putnam Allstate Advisor Preferred**: is equal to your initial Purchase Payment.

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

Contract Year: The period of time measured from the date we issue your Contract or a ***"Contract Anniversary."***

*In certain states the Contract was available only as a group Contract. In these states, we issued you a certificate that represents your ownership and that summarizes the provisions of the group Contract. References to "Contract" in this prospectus include certificates unless the context requires otherwise.

Credit Enhancement: For Putnam Allstate Advisor Plus Contracts only. Each time you make a purchase payment, we will add to your Contract Value a Credit Enhancement equal to 4% of the purchase payment. We will allocate any Credit Enhancements to the investment alternatives according to the allocation instructions you have on file with us at the time we receive your purchase payment.

Dollar Cost Averaging Program: A program that automatically transfers dollar cost averaging prior to the Payout Start Date by allocating purchase payments to the Fixed Account either for 6 months (the "6 Month Dollar Cost Averaging Option") or for 12 months (the "12 Month Dollar Cost Averaging Option"). Your purchase payments will earn interest for the period you select at the current rates in effect at the time of allocation.

Due Proof of Death: Documentation needed when there is a claim for distribution on death. We will accept the following documentation as Due Proof of Death: a certified copy of death certificate, a certified copy of decree of a court of competent jurisdiction as to the finding of death, or any other proof acceptable to us.

Earnings Protection Death Benefit Option: An optional death benefit that increases the death benefit provided by the Contract if the oldest Contract Owner or Annuitant is age 65 or younger on the Rider Application Date by the lesser of: (1) 100% (50% if the oldest Contract Owner or Annuitant is over age 65 and both the Contact Owner and Annuitant are younger than 75 on the Rider Application Date) of In-Force Premium, excluding purchase payments made in the twelve month period immediately preceding the death of the Contract Owner or Annuitant; and (2) 40% (25% if the oldest Contract Owner or Annuitant is over age 65 and both the Contract Owner and Annuitant are younger than 75 on the Rider Application Date) of In-Force Earnings.

Enhanced Beneficiary Protection Option: An option available that provides for the greatest of the base death benefits available under the Contract and an enhanced death benefit that accumulates your Contract Value on the Rider Date plus any subsequent payments, at a daily rate equivalent to 5% per year, adjusted for withdrawals and subject to the terms of the benefit.

Excess of Earnings Withdrawal: The amount of a withdrawal in excess of the In-Force Earnings in the Contract immediately prior to the withdrawal.

Fixed Account Options: The Fixed Account consists of our general assets other than those in segregated asset accounts. You may allocate all or a portion of your Purchase Payments to the Fixed Account. You may choose from among 3 Fixed Account Options including 2 Dollar Cost Averaging Options and the option to invest in one or more Guarantee Periods. The Fixed Account Options may not be available in all states.

Free Withdrawal Amount: The amount, equal to 15% of the Contract Value as of the beginning of that Contract Year, you can withdraw during each Contract Year without paying the charge. Unused portions of this 15% ***"Free Withdrawal Amount"*** are not carried forward to future Contract Years.

Good Order: Good Order is the standard that we apply when we determine whether an instruction is satisfactory. An instruction will be considered in Good Order if it is received at our home office: (a) in a manner that is satisfactory to us such that it is sufficiently complete and clear that we do not need to exercise any discretion to follow such instruction and complies with all relevant laws and regulations; (b) on specific forms, or by other means we then permit (such as via telephone or electronic submission); and/or (c) with any signatures and dates as we may require. We will notify you if an instruction is not in Good Order.

Guarantee Period: The period of time during which each payment or transfer allocated to the Guaranteed Maturity Fixed Account earns interest at a specified rate that we guarantee. The Guarantee Periods may not be available in your state.

Income Base: An amount used to determine the Guaranteed Income Benefit that equals the Contract Value on the Rider Date, adjusted for purchase payments and withdrawals as detailed in "Retirement Income Guarantee Riders."

Income Plan: A series of scheduled payments to you or someone you designate. You may choose and change your choice of Income Plan until 30 days before the Payout Start Date. After the Payout Start Date, you may not make withdrawals (except as described below) or change your choice of Income Plan.

In-Force Earnings: The Contract Value minus the In-Force Premium, which will never be less than zero.

In-Force Premium: The Contract Value on the date the Earnings Protection Death Benefit Option is made a part of the Contract (***"Rider Date"***) plus all purchase payments after the Rider Date less the sum of all Excess-of-Earnings Withdrawals after the Rider Date. If the Rider Date is the same as the Issue Date, then the Contract Value on the Rider Date is equal to your initial purchase payment.

Investment Alternatives: The Fixed Account Options and the Variable Sub-Accounts offered under the Contract that invest in the shares of a corresponding Fund.

Issue Date: The date we issue your Contract.

Maximum Anniversary Value: An amount used to determine the death benefit that equals the initial purchase payment (including Credit Enhancement in the case of **Putnam Allstate Advisor Plus Contracts**) on the Issue Date and is subsequently adjusted for purchase payments and withdrawals as detailed in "Death Benefit Amount."

Payout Phase: The period of time that begins on the Payout Start Date and continues until we make the last payment required by the Income Plan you select. The amount of money you accumulate under your Contract during the Accumulation Phase and apply to an Income Plan will determine the amount of your income payments during the Payout Phase.

Payout Start Date: The day that we apply your Contract Value, less any applicable taxes, to an Income Plan. The Payout Start Date must be no later than the Annuitant's 90th birthday, or the 10th Contract Anniversary, if later.

Retirement Income Guarantee Rider: An optional rider that guarantees that the amount of income payments you receive will not be less than those determined by applying the applicable Income Base, less any applicable taxes, to the minimum guaranteed rate (rather than to any current rates we may be offering) for the Income Plan you select. This rider is no longer offered.

Rider Application Date: The later of the date we receive the completed application or the request to add an option.

Right to Cancel: Your ability to cancel your Contract within 20 days of receipt or any longer period as your state may require ***("Cancellation Period")***. Upon cancellation, we will return your purchase payments adjusted, (not including any Credit Enhancement) to the extent federal or state law permits, to reflect the investment experience of any amounts allocated to the Variable Account.

Settlement Value: The amount payable on a full withdrawal of Contract Value on the date we determine the death benefit.

Standard Fixed Account Option: An option that provides for the crediting of interest at a specified rate that we guarantee for a period of years.

Systematic Withdrawal Program: The option to receive systematic withdrawal payments on a monthly, quarterly, semi-annual, or annual basis at any time prior to the Payout Start Date.

Valuation Date: Another term for "business day," which refers to each day Monday through Friday that the New York Stock Exchange is open for business.

Variable Account: A segregated asset account under Illinois insurance law. That means we account for the Variable Account's income, gains, and losses separately from the results of our other operations. The Variable Account consists of multiple Variable Sub-Accounts, each of which is available under the Contract.

Variable Sub-Account: An investment in the shares of corresponding funds.

Overview of Contracts

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

- The ***Putnam Allstate Advisor Contract*** has a mortality and expense risk charge of 1.25%, an annual contract maintenance charge of $30, a withdrawal charge of up to 7% with a 7-year withdrawal charge period.
- The ***Putnam Allstate Advisor Plus Contract*** offers a 4% Credit Enhancement on purchase payments, a higher mortality and expense risk charge (1.60%), no contract maintenance charge, a higher withdrawal charge (up to 8%) with a longer withdrawal charge period (8 years).
- The ***Putnam Allstate Advisor Preferred Contract*** has a higher mortality and expense risk charge (1.65%), no contract maintenance charge, a lower withdrawal charge (up to 2%) with a shorter withdrawal charge period (2 years).

Other differences among the Contracts relate to the minimum initial purchase payment, the maximum age of Contract Owners and Annuitants, available Fixed Account Options and available withdrawal charge waivers. For a side-by-side comparison of these differences, please turn to Appendix A of this prospectus.

The Contracts at a Glance

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

Flexible Payments	**We are no longer offering new Contracts.** You can add to your Contract as often and as much as you like, but each subsequent payment must be at least $500 ($50 for automatic payments). We may limit the amount of any additional purchase payment to a maximum of $1,000,000. You must maintain a minimum Contract Value of $1,000. For **Putnam Allstate Advisor Plus Contracts,** each time you make a purchase payment, we will add to your Contract Value a Credit Enhancement equal to 4% of such purchase payment.
Right to Cancel	You may cancel your Contract within 20 days of receipt or any longer period as your state may require (***"Cancellation Period"***). Upon cancellation, we will return your purchase payments adjusted, to the extent federal or state law permits, to reflect the investment experience of any amounts allocated to the Variable Account, including the deduction of mortality and expense risk charges. If you exercise your ***Right to Cancel*** the Contract, the amount we refund to you will not include any Credit Enhancement. The amount you receive will be less applicable federal and state income tax withholding. See "Right to Cancel" for details.

Expenses	Each Fund pays expenses that you will bear indirectly if you invest in a Variable Sub-Account. You also will bear the following expenses: **Putnam Allstate Advisor Contracts** • Annual mortality and expense risk charge equal to 1.25% of daily net assets. • Annual contract maintenance charge of $30 (waived in certain cases) • Withdrawal charges ranging from 0% to 7% of purchase payments withdrawn (with certain exceptions) **Putnam Allstate Advisor Plus Contracts** • Annual mortality and expense risk charge equal to 1.60% of daily net assets. • Withdrawal charges ranging from 0% to 8% of purchase payments withdrawn (with certain exceptions) **Putnam Allstate Advisor Preferred Contracts** • Annual mortality and expense risk charge equal to 1.65% of daily net assets. • Withdrawal charges ranging from 0% to 2% of purchase payments withdrawn (with certain exceptions) **All Contracts** • If you select the ***Enhanced Beneficiary Protection Option*** you would pay an additional mortality and expense risk charge of 0.15%. • If you select the ***Earnings Protection Death Benefit Option*** you would pay an additional mortality and expense risk charge of 0.20% or 0.35% (depending on the age of the oldest Owner and Annuitant on the date we receive the completed application or request to add the Option, whichever is later (***"Rider Application Date"***)). • We discontinued offering the ***Retirement Income Guarantee Rider*** as of January 1, 2004. If you elected the Retirement Income Guarantee Rider prior to January 1, 2004, you will pay an additional fee at the annual rate of 0.05% or 0.30% (depending on the option you selected) of the ***Income Base*** in effect on a Contract Anniversary (***"Contract Anniversary"***). • Transfer fee equal to 0.50% of the amount transferred after the 12th transfer in any Contract Year (***"Contract Year"***), which we measure from the date we issue your Contract or a Contract Anniversary. • State premium tax (if your state imposes one)
Investment Alternatives	Each Contract offers several investment alternatives including: • a Standard Fixed Account Option* that credits interest at rates we guarantee, and • Variable Sub-Accounts investing in Funds offering professional money management by Putnam Investment Management, LLC. **Putnam Allstate Advisor Contracts** offer 2 additional Fixed Account Options that credit interest at rates we guarantee. To find out current rates being paid on the Fixed Account Option(s), or to find out how the Variable Sub-Accounts have performed, please call us at 1-800-390-1277. *For **Putnam Allstate Advisor Preferred Contracts** (except Contracts issued in Oregon), the Standard Fixed Account Option is currently not available for new investments.

Special Services	For your convenience, we offer these special services: • ***Automatic Fund Rebalancing Program*** • ***Automatic Additions Program*** • ***Dollar Cost Averaging Program*** • ***Systematic Withdrawal Program***
Income Payments	You can choose fixed income payments, variable income payments, or a combination of the two. You can receive your income payments in one of the following ways: • life income with guaranteed payments • a joint and survivor life income with guaranteed payments • guaranteed payments for a specified period • combination life income and guaranteed payments for a specified period • combination joint and survivor life income and guaranteed payments for a specified period • life income with cash refund • joint life income with cash refund • life income with installment refund • joint life income with installment refund Prior to January 1, 2004, Allstate Life offered two Retirement Income Guarantee Riders that guarantee a minimum amount of fixed income payments you can receive if you choose to annuitize your Contract.
Death Benefits	If you die before income payments begin, we will pay the death benefit described in the Contract. We also offer an Enhanced Beneficiary Protection Option and an Earnings Protection Death Benefit Option.
Transfers	Before the Payout Start Date, you may transfer your Contract Value among the investment alternatives, with certain restrictions. The minimum amount you may transfer is $100 or the amount remaining in the investment alternative, if less. A charge may apply after the 12th transfer in each Contract Year.
Withdrawals	You may withdraw some or all of your Contract Value at any time during the Accumulation Phase and during the Payout Phase in certain cases. In general, you must withdraw at least $50 at a time. Withdrawals taken prior to annuitization (referred to in this prospectus as the Payout Phase) are generally considered to come from the earnings in the Contract first. If the Contract is tax-qualified, generally all withdrawals are treated as distributions of earnings. Withdrawals of earnings are taxed as ordinary income and, if taken prior to age 59 $^{1}/_{2}$, may be subject to an additional 10% federal tax. A withdrawal charge also may apply.

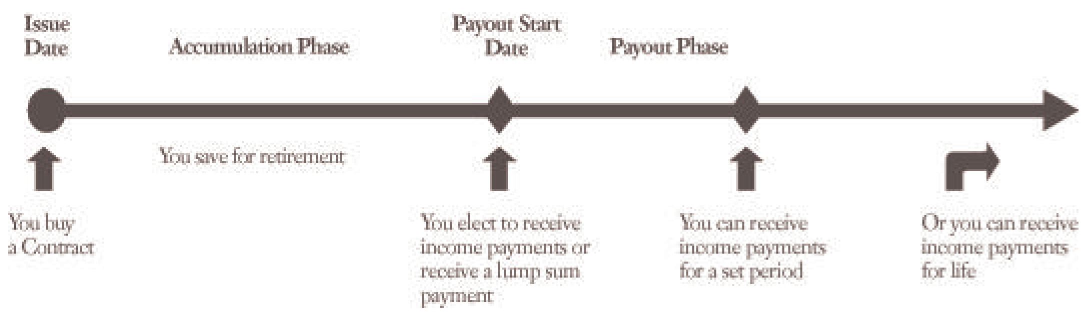
How the Contracts Work

Each Contract basically works in two ways.

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

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

The timeline below illustrates how you might use your Contract.



Other income payment options are also available. See ***"Income Payments."***

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

Please call us at 1-800-390-1277 if you have any question about how the Contracts work.

Expense Table

The following tables describe the fees and expenses that you will pay when buying, owning, and surrendering your variable annuity contract. State premium taxes may also be deducted. Each of the charges and expenses is more fully described in "Expenses" later in this Prospectus. For more information about Variable Account expenses, see "Expenses," below. For more information about Portfolio expenses, please refer to the prospectuses for the Portfolios.

The following table describes the fees and expenses that you will pay at the time you surrender the contract or if you make certain withdrawals or transfers.

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

Contract	Maximum
Putnam Allstate Advisor	7%
Putnam Allstate Advisor Plus	8%
Putnam Allstate Advisor Preferred	2%

Transfer Fee Up to 2.00% of the amount transferred**

Withdrawal Charges in subsequent years*	Number of full years from application of each Purchase Payment							
Contract:	1	2	3	4	5	6	7	8+
Putnam Allstate Advisor	7%	6%	5%	4%	3%	2%	0%	0%
Putnam Allstate Advisor Plus	8%	8%	7%	6%	5%	4%	3%	0%
Putnam Allstate Advisor Preferred	1%	0%	0%	0%	0%	0%	0%	0%

* Each Contract Year, you may withdraw up to the Free Withdrawal Amount offered under your Contract without incurring a withdrawal charge. See "Withdrawal Charge," for more information.

** There is no charge for the first 12 transfers within a Contract Year, excluding transfers due to dollar cost averaging and automatic portfolio rebalancing. We are currently assessing a transfer fee of 1.00% of the amount transferred.

The following table describe the fees and expenses that you will pay periodically during the time that you own the contract, not including the underlying trust portfolio fees and expenses.

Other Periodic Fees

Charge	Maximum
Annual Maintenance Charge	
Contract:	
Putnam Allstate Advisor	$30*
Putnam Allstate Advisor Plus	none
Putnam Allstate Advisor Preferred	none

* Waived in certain cases. See "Expenses."

Variable Account Annual Expenses (as a percentage of daily net asset value deducted from each Variable Sub-Account)

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

Basic Contract (without any optional benefit)	Mortality and Expense Risk Charge	Total Variable Account Annual Expense
Putnam Allstate Advisor	1.25%	1.25%
Putnam Allstate Advisor Plus	1.60%	1.60%
Putnam Allstate Advisor Preferred	1.65%	1.65%

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

Enhanced Beneficiary Protection Option	0.15% (up to 0.25% for Options added in the future)
Earnings Protection Death Benefit Option (issue age 0-65)	0.20% (up to 0.30% for Options added in the future)
Earnings Protection Death Benefit Option (issue age 66-75)	0.35% (up to 0.50% for Options added in the future)

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

Contract with the Enhanced Beneficiary Protection Option, and Earnings Protection Death Benefit Option (issue age 66-75)	Mortality and Expense Risk Charge*	Total Variable Account Annual Expense
Putnam Allstate Advisor	1.75%	1.75%
Putnam Allstate Advisor Plus	2.10%	2.10%
Putnam Allstate Advisor Preferred	2.15%	2.15%

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

Retirement Income Guarantee Rider Expenses*

If you selected a Retirement Income Guarantee Rider, you will pay an additional fee at the annual rate of 0.05% or 0.30% (depending on the Option you selected) of the Income Base in effect on a Contract Anniversary. See "Retirement Income Guarantee Riders" for details.

* We discontinued offering the Retirement Income Guarantee Rider as of January 1, 2004. Fees shown apply to Contract Owners who selected the Rider prior to January 1, 2004.

Fund Annual Expenses

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

	Minimum	Maximum
Total Annual Fund Operating Expenses [(1)] (expenses that are deducted from Fund assets, which may include management fees, distribution and/or services (12b-1) fees, and other expenses)	0.70%	1.55%

(1) Expenses are shown as a percentage of Fund average daily net assets (before any waiver or reimbursement) as of December 31, 2019.

EXPENSE EXAMPLES

These examples are intended to help you compare the cost of investing in the Contracts with the cost of investing in other variable annuity contracts. These costs include Contract owner transaction expenses, Contract fees, Variable Account annual expenses, and Fund fees and expenses. The Example shows the dollar amount of expenses that you would bear directly or indirectly if you:

- invested $10,000 in the Contract for the time periods indicated,
- earned a 5% annual return on your investment,
- allocate all of your Account Value to the sub-Account with the Maximum Total Annual Fund Operating Expenses as listed in the Expense Table, and these remain the same each year.*
- elected the Enhanced Beneficiary Protection Option, the Earnings Protection Death Benefit Option (assuming age of oldest Contract Owner or Annuitant is over age 65, and both are age 75 or younger on the Rider Application Date), and the Retirement Income Guarantee Rider 2 (assuming Income Base B prior to January 1, 2004). **

The examples also assume:

- No tax charge applies.
- For each charge, we deduct the maximum charge rather than current charge.
- You make no transfers, or other transactions for which we charge a fee.

Amounts shown in the examples are rounded to the nearest dollar.

* Note: Not all Portfolios offered as Sub-accounts may be available depending on optional benefit selection, the applicable jurisdiction and selling firm.

** Note: The combination of optional benefits represents the maximum optional benefit charge.

THE EXAMPLES ARE ILLUSTRATIVE ONLY. THEY SHOULD NOT BE CONSIDERED A REPRESENTATION OF PAST OR FUTURE EXPENSES OF THE UNDERLYING PORTFOLIOS. ACTUAL EXPENSES WILL BE LESS THAN THOSE SHOWN DEPENDING UPON WHICH OPTIONAL BENEFIT YOU ELECT OTHER THAN INDICATED IN THE EXAMPLES OR IF YOU ALLOCATE ACCOUNT VALUE TO ANY OTHER AVAILABLE SUB-ACCOUNTS.

	PUTNAM ALLSTATE ADVISOR			
	Assuming Maximum Total Annual Portfolio Operating Expenses			
	1 Year	3 Years	5 Years	10 Years
If you surrender your annuity at the end of the applicable time period:	$1,123	$1,881	$2,555	$4,418
If you do not surrender your annuity; or if you annuitize your annuity at the end of the applicable time period: [1]	$423	$1,281	$2,155	$4,418

	PUTNAM ALLSTATE ADVISOR PLUS			
	Assuming Maximum Total Annual Portfolio Operating Expenses			
	1 Year	3 Years	5 Years	10 Years
If you surrender your annuity at the end of the applicable time period:	$1,228	$2,097	$2,782	$4,469
If you do not surrender your annuity; or if you annuitize your annuity at the end of the applicable time period: [1]	$428	$1,297	$2,182	$4,469

	PUTNAM ALLSTATE ADVISOR PREFERRED			
	Assuming Maximum Total Annual Portfolio Operating Expenses			
	1 Year	3 Years	5 Years	10 Years
If you surrender your annuity at the end of the applicable time period:	$633	$1,311	$2,205	$4,512
If you do not surrender your annuity; or if you annuitize your annuity at the end of the applicable time period: [1]	$433	$1,311	$2,205	$4,512

[1] **Your ability to annuitize within the first 30 days of the first Annuity Year may be limited.**

Financial Information

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

Accumulation Unit Values for the Contracts appear in Appendix B and in the Statement of Additional Information.

The Contracts

CONTRACT OWNER

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

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

If you die, any surviving joint Contract Owner or, if none, the Beneficiary will exercise the rights and privileges provided to them by the Contract.

The Contract cannot be jointly owned by both a non-living person and a living person. If the Contract Owner is a grantor trust, the Contract Owner will be considered a non-living person for purposes of the "Death of Owner" and "Death of Annuitant" provisions of your Contract. The maximum age of any Contract Owner on the date we receive the completed application for each Contract is as follows:

- 90 – **Putnam Allstate Advisor**
- 85 – **Putnam Allstate Advisor Plus**
- 90 – **Putnam Allstate Advisor Preferred**

If you select the Enhanced Beneficiary Protection Option or Earnings Protection Death Benefit Option, the maximum age of any Contract Owner on the date we receive the completed application or request to add the Option, whichever is later ("Rider Application Date") is currently 75.

The Contract can also be purchased as part of a qualified plan. A qualified plan is a retirement savings plan, such as an IRA or tax-sheltered annuity, that meets the requirements of the Code. Qualified plans may limit or modify your rights and privileges under the Contract. We use the term ***"Qualified Contract"*** to refer to a Contract issued with a qualified plan.

Except for certain retirement plans, you may change the Contract Owner at any time. Once we have received a satisfactory written request for a change of Contract Owner, the change will take effect as of the date you signed it. We are not liable for any payment we make or other action we take before receiving any written request for a change from you.

Changing ownership of this Contract may cause adverse tax consequences and may not be allowed under qualified plans. Please consult with a tax advisor prior to making a request for a change of Contract Owner.

ANNUITANT

The Annuitant is the individual whose age determines the latest Payout Start Date and whose life determines the amount and duration of income payments (other than under Income Plans with guaranteed payments for a specified period). You may name a new Annuitant only upon the death of the current Annuitant and before the Payout Start Date. If the Annuitant dies prior to the Payout Start Date, and the Contract Owner does not name a new Annuitant, the new Annuitant will be the youngest Contract Owner, otherwise, the youngest Beneficiary. You may designate a joint Annuitant, who is a second person on whose life income payments depend, at the time you select an Income Plan. The maximum age of any Annuitant on the date we receive the completed application for each Contract is as follows:

- 90 – **Putnam Allstate Advisor**
- 85 – **Putnam Allstate Advisor Plus**
- 90 – **Putnam Allstate Advisor Preferred**

If you select the Enhanced Beneficiary Protection Option or Earnings Protection Death Benefit Option, the maximum age of any Annuitant on the Rider Application Date is 75.

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

BENEFICIARY

You may name one or more primary and contingent Beneficiaries when you apply for a Contract. The primary Beneficiary is the person who may elect to receive the death benefit or become the new Contract Owner, subject to the Death of Owner provisions in your Contract, if the sole surviving Contract Owner dies before the Payout Start Date. If the sole surviving Contract Owner dies after the Payout Start Date, the primary Beneficiary will receive any guaranteed income payments scheduled to continue.

A contingent Beneficiary is the person selected by the Contract Owner who will exercise the rights of the primary Beneficiary if all named primary Beneficiaries die before the death of the sole surviving Contract Owner.

You may change or add Beneficiaries at any time, unless you have designated an irrevocable Beneficiary. We will provide a change of Beneficiary form to be signed by you and filed with us. After we accept the form, the change of Beneficiary will be effective as of the date you signed the form. Until we accept your written notice to change a Beneficiary, we are entitled to rely on the most recent Beneficiary information in our files. Accordingly, if you wish to change your Beneficiary, you should deliver your written notice to us promptly. Each Beneficiary change is subject to any payment made by us or any other action we take before we accept the change.

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

If you did not name a Beneficiary or, unless otherwise provided in the Beneficiary designation, if a named Beneficiary is no longer living and there are no other surviving primary or contingent Beneficiaries when the death benefit becomes payable, the new Beneficiary will be:

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

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

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

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

If there is more than one Beneficiary taking shares of the death benefit, each Beneficiary will be treated as a separate and independent owner of his or her respective share of the death benefit. Each Beneficiary will exercise all rights related to his or her share of the death benefit, including the sole right to select a payout option, subject to any restrictions previously placed upon the Beneficiary. Each Beneficiary may designate a Beneficiary(ies) for his or her respective share, but that designated Beneficiary(ies) will be restricted to the payout option chosen by the original Beneficiary.

MODIFICATION OF THE CONTRACT

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

ASSIGNMENT

No Contract Owner has a right to assign any interest in a Contract as collateral or security for a loan. No Beneficiary may assign benefits under the Contract until they are due. We will not be bound by any assignment until the assignor signs it and files it with us. We are not responsible for the validity of any assignment. Federal law prohibits or restricts the assignment of benefits under many types of retirement plans and the terms of such plans may themselves contain restrictions on assignments. An assignment may also result in taxes or assessment of the 10% additional tax. ***You should consult with an attorney before trying to assign your Contract.***

Purchases

MINIMUM PURCHASE PAYMENTS

The minimum initial purchase payment for each Contract is $10,000.

The minimum initial purchase payment for Qualified Contracts is $500 for **Putnam Allstate Advisor Contracts** ($10,000 for **Putnam Allstate Advisor Plus and Putnam Allstate Advisor Preferred Contracts**). All subsequent purchase payments under a Contract must be $500 or more ($50 for automatic payments). You may make purchase payments at any time prior to the Payout Start Date; however, additional payments may be limited in some states. Please consult with your representative for details. The most we accept without our prior approval is $1,000,000. We reserve the right to accept a lesser initial purchase payment amount. We reserve the right to limit the availability of the investment alternatives for additional investments. We also reserve the right to reject any application. We may apply certain limitations, restrictions, and/or underwriting standards as a condition of acceptance of purchase payments.

AUTOMATIC ADDITIONS PROGRAM

You may make subsequent purchase payments of $50 or more per month by automatically transferring money from your bank account. Please consult with your sales representative for detailed information. The ***Automatic Additions Program*** is not available for making purchase payments into the 6 or 12 Month Dollar Cost Averaging Options (for **Putnam Allstate Advisor Contracts** only).

ALLOCATION OF PURCHASE PAYMENTS

At the time you apply for a Contract, you must decide how to allocate your purchase payment among the investment alternatives. The allocation you specify on your application will be effective immediately. All allocations must be in whole percentages that total 100% or in whole dollars. You can change your allocations by calling 1-800-390-1277.

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

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

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

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

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

CREDIT ENHANCEMENT

(**Putnam Allstate Advisor Plus Contracts** only)

Each time you make a purchase payment, we will add to your Contract Value a Credit Enhancement equal to 4% of the purchase payment. If you exercise your Right to Cancel the Contract, the amount we refund to you will not include any Credit Enhancement as applicable under state law. See ***"Right to Cancel"*** below for details. The **Putnam Allstate Advisor Plus Contract** may not be available in all states.

We will allocate any Credit Enhancements to the investment alternatives according to the allocation instructions you have on file with us at the time we receive your purchase payment. We will allocate each Credit Enhancement among the investment alternatives in the same proportions as the corresponding purchase payment. For purposes of determining the death benefit and the amount applied to an Income Plan, Credit Enhancements will be included with purchase payments. We do not consider Credit Enhancements to be investments in the Contract for income tax purposes.

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

RIGHT TO CANCEL

You may cancel your Contract by returning it to us within the Cancellation Period, which is the 20-day period after you receive the Contract, or such longer period that your state may require. You may return it by delivering it or mailing it to us. If you exercise this ***"Right to Cancel,"*** the Contract terminates and we will pay you the full amount of your purchase payments allocated to the Fixed Account. We also will return your purchase payments allocated to the Variable Account adjusted, to the extent federal or state law permits, to reflect investment gain or loss, including the deduction of mortality and expense risk charges, that occurred from the date of allocation through the date of cancellation. If state law requires, we will return the greater of the purchase payments, as described, or the Settlement Value. If your Contract is qualified under Code Section 408(b), we will refund the greater of any purchase payment or the Contract Value. The amount you receive will be less applicable federal and state income tax withholding.

For **Putnam Allstate Advisor Plus Contracts,** we have received regulatory relief to enable us to recover the amount of any Credit Enhancement applied to Contracts that are cancelled during the Cancellation Period as per state law. The amount we return to you upon exercise of this Right to Cancel will not include any Credit Enhancement or the amount of charges deducted prior to cancellation but will reflect, except in states where we are required to return the amount of your purchase payments, any investment gain or loss, including the deduction of mortality and expense risk charges, associated with your Variable Account purchase payments and with the Credit Enhancement. We reserve the right to allocate your purchase payments to the Putnam VT Government Money Market Variable Sub-Account during the Cancellation Period.

Contract Value

On the Issue Date, the Contract Value is equal to:

- your initial purchase payment for **Putnam Allstate Advisor Contracts**
- your initial purchase payment plus the Credit Enhancement for **Putnam Allstate Advisor Plus Contracts**
- your initial purchase payment for **Putnam Allstate Advisor Preferred Contracts**

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

ACCUMULATION UNITS

To determine the number of Accumulation Units of each Variable Sub-Account to allocate to your Contract, we divide (i) the amount of the purchase payment or transfer you have allocated to a Variable Sub-Account by (ii) the Accumulation Unit Value of that Variable Sub-Account next computed after we receive your payment or transfer. For example, if we receive a $10,000 purchase payment allocated to a Variable Sub-Account when the Accumulation Unit Value for the Sub-Account is $10, we would credit 1,000 Accumulation Units of that Variable Sub-Account to your Contract. For **Putnam Allstate Advisor Plus Contracts,** we also would credit you with an additional 40 Accumulation Units of the Variable Sub-Account to reflect the 4% Credit Enhancement on your purchase payment. See "Credit Enhancement." Withdrawals and transfers from a Variable Sub-Account would, of course, reduce the number of Accumulation Units of that Sub-Account allocated to your Contract.

ACCUMULATION UNIT VALUE

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

- changes in the share price of the Fund in which the Variable Sub-Account invests, and
- the deduction of amounts reflecting the mortality and expense risk charge

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

We determine a separate Accumulation Unit Value for each Variable Sub-Account for each Contract on each Valuation Date. We also determine separate sets of Accumulation Unit Values for each Contract that reflect the cost of the Enhanced Beneficiary Protection Option, the Earnings Protection Death Benefit Option, and the Enhanced Beneficiary Protection Option together with the Earnings Protection Death Benefit Option.

You should refer to the prospectus for the Fund for a description of how the assets of each such Fund are valued, since that determination directly bears on the Accumulation Unit Value of the corresponding Variable Sub-Account and, therefore, your Contract Value.

Investment Alternatives: The Variable Sub-Accounts

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

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

The Variable Sub-Accounts that you select are your choice - we do not provide investment advice, nor do we recommend any particular Variable Sub-Account. Please consult with a qualified investment professional if you wish to obtain investment advice.

You should carefully consider the investment objectives, risks, charges and expenses of the investment alternatives when making an allocation to the Variable Sub-Accounts. To obtain any or all of the Fund prospectuses, please contact us at 1-800-390-1277.

Fund:	Investment Objective:	Investment Adviser:
Putnam VT Diversified Income Fund – Class IB	Seeks as high a level of current income as Putnam Investment Management, LLC believes is consistent with preservation of capital.	Putnam Investment Management, LLC
Putnam VT Emerging Markets Equity Fund - Class IB *(formerly Putnam VT International Growth Fund – Class IB)*[5]	Seeks long-term capital appreciation.	
Putnam VT Equity Income Fund – Class IB[2]	Seeks capital growth and current income.	
Putnam VT George Putnam Balanced Fund – Class IB	Seeks to provide a balanced investment composed of a well-diversified portfolio of stocks and bonds which produce both capital growth and current income.	
Putnam VT Global Asset Allocation Fund – Class IB	Seeks long-term return consistent with preservation of capital.	
Putnam VT Global Equity Fund – Class IB[4]	Seeks capital appreciation.	
Putnam VT Global Health Care Fund – Class IB	Seeks capital appreciation.	
Putnam VT Government Money Market Fund – Class IB	Seeks as high a rate of current income as Putnam Investment Management, LLC believes is consistent with preservation of capital and maintenance of liquidity.	
Putnam VT Growth Opportunities Fund – Class IB[1]	Seeks capital appreciation.	
Putnam VT High Yield Fund – Class IB	Seeks high current income. Capital growth is a secondary goal when consistent with achieving high current income.	
Putnam VT Income Fund – Class IB	Seeks high current income consistent with what Putnam Investment Management, LLC believes to be prudent risk.	
Putnam VT International Equity Fund – Class IB	Seeks capital appreciation.	
Putnam VT International Value Fund – Class IB	Seeks capital growth. Current income is a secondary objective.	
Putnam VT Mortgage Securities Fund – Class IB	Seeks as high a level of current income as Putnam Investment Management, LLC believes is consistent with preservation of capital.	
Putnam VT Multi-Cap Core Fund – Class IB	Seeks capital appreciation.	
Putnam VT Research Fund – Class IB	Seeks capital appreciation.	
Putnam VT Small Cap Growth Fund – Class IB[3]	Seeks capital appreciation.	
Putnam VT Small Cap Value Fund – Class IB	Seeks capital appreciation.	
Putnam VT Sustainable Future Fund – Class IB	Seeks long-term capital appreciation.	
Putnam VT Sustainable Leaders Fund – Class IB	Seeks long-term capital appreciation.	

(1) Effective as of November 18, 2016, the Putnam VT Voyager Fund – Class IB sub-account merged into the Putnam VT Growth Opportunities Fund - Class IB.
(2) Effective at the close of business May 10, 2017, the Putnam VT Growth and Income Fund - Class IB was closed to new purchase payment allocations to all Contract Owners. Effective on May 15, 2017, the Putnam VT Growth and Income Fund - Class IB was merged into the Putnam VT Equity Income Fund - Class IB. Any Contract Value allocated to the Putnam VT Growth and Income Fund - Class IB was transferred, as of the Merger Date, to the Putnam VT Equity Income Fund.
(3) Effective on June 3, 2019, the Putnam VT Small Cap Growth Fund – Class IB Sub-Account will be closed to all Contract Owners except those Contract Owners who have contract value invested in the Variable Sub-Account as of the closure date. Contract Owners who have contract value invested in the Variable Sub-Account as of the closure date may continue to submit additional investments into the Variable Sub-Account thereafter, although they will not be permitted to invest in the Variable Sub-Account if they withdraw or otherwise transfer their entire contract value from the Variable Sub-Account following the closure date. Contract Owners who do not have contract value invested in the Variable Sub-Account as of the closure date will not be permitted to invest in the Variable Sub-Account.
(4) Effective at the close of business June 12, 2019, the Putnam VT Global Utilities Fund - Class IB was closed for new purchase payment allocations to all Contract owners. Effective June 17, 2019, the Putnam VT Global Utilities Fund - Class IB was merged into the Putnam VT Global Equity Fund - Class IB.
(5) Effective April 27, 2020, the Putnam VT International Growth Fund – Class IB sub-account changed its name to the Putnam VT Emerging Markets Equity Fund - Class IB.

Amounts you allocate to Variable Sub-Accounts may grow in value, decline in value, or grow less than you expect, depending on the investment performance of the Funds in which those Variable Sub-Accounts invest. You bear the investment risk that the Funds might not meet their investment objectives. Shares of the Funds are not deposits, or obligations of, or guaranteed or endorsed by any bank and are not insured by the Federal Deposit Insurance Corporation, the Federal Reserve Board or any other agency.

Variable insurance portfolios might not be managed by the same portfolio managers who manage retail mutual funds with similar names. These portfolios are likely to differ from similarly named retail mutual funds in assets, cash flow, and tax matters. Accordingly, the holdings and investment results of a variable insurance portfolio can be expected to be higher or lower than the investment results of a similarly named retail mutual fund.

Investment Alternatives: The Fixed Account Options

You may allocate all or a portion of your purchase payments to the Fixed Account. The Fixed Account Options available under each Contract are as follows:

	Advisor	Advisor Plus	Advisor Preferred	
Standard Fixed Account Option	Yes	Yes	No	*
6 Month Dollar Cost Averaging Option	Yes	No	No	
12 Month Dollar Cost Averaging Option	Yes	No	No	

* The Standard Fixed Account Option is available with Contracts issued in Oregon.

We may offer additional Fixed Account Options in the future. We will credit a minimum annual interest rate of 3% to money you allocate to any of the Fixed Account Options available under your Contract. The Fixed Account Options may not be available in all states. In addition, Allstate Life may limit the availability of the Standard Fixed Account Option. Please consult with your representative for current information. **The Fixed Account consists of our general assets other than those in the segregated asset accounts. The Fixed Account is part of the Company's general account. Insurance and annuity obligations** and the guaranteed benefits under the Contracts are supported by the Company's general account and are subject to the Company's claims paying ability. Therefore, contract owners should look to the financial strength of the company for its claims paying ability**.** We have sole discretion to invest the assets of the Fixed Account, subject to applicable law. Any money you allocate to the Fixed Account does not entitle you to share in the investment experience of the Fixed Account.

DOLLAR COST AVERAGING FIXED ACCOUNT OPTIONS

(Putnam Allstate Advisor Contracts only)

The Dollar Cost Averaging Fixed Account Options are two of the investment alternatives that you can use to establish a ***Dollar Cost Averaging Program,*** as described in the "Transfers" section of this prospectus. These options allow you to allocate purchase payments to the Fixed Account either for up to 6 months (the "***6 Month Dollar Cost Averaging Option***") or for up to 12 months (the "***12 Month Dollar Cost Averaging Option***"). Your purchase payments will earn interest for the period you select at the current rates in effect at the time of allocation. Rates may differ from those available for the Standard Fixed Account Option described below.

You must transfer all of your money out of the 6 or 12 Month Dollar Cost Averaging Options to other investment alternatives in equal installments. For each purchase payment, the first transfer from the 6 or 12 Month Dollar Cost Averaging Option will be made the next business day after we receive the purchase payment. If we do not receive an allocation instruction from you when we receive the purchase payment, the purchase payment plus associated interest will be transferred to the Putnam VT Government Money Market Fund – Class IB in equal monthly installments within the selected transfer period until we have received a different allocation instruction. At the end of the applicable 6 or 12-month period, we will transfer any remaining amounts in the 6 or 12 Month Dollar Cost Averaging Options to the Putnam VT Government Money Market Fund – Class IB unless you request a different investment alternative. Transfers out of the 6 or 12 Month Dollar Cost Averaging Options do not count towards the 12 transfers you can make without paying a transfer fee.

You may not transfer money from other investment alternatives to either the 6 or 12 Month Dollar Cost Averaging Options. You may not use the Automatic Additions Program to make purchase payments into the 6 or 12 Month Dollar Cost Averaging Fixed Account Options.

The 6 or 12 Month Dollar Cost Averaging Options may not be available in your state. Please check with your representative for availability.

STANDARD FIXED ACCOUNT OPTION

Each purchase payment or transfer allocated to a ***Guarantee Period*** included in the Standard Fixed Account Option earns interest at a specified rate that we guarantee for a period of years. **For Putnam Allstate Advisor Plus Contracts each purchase payment plus the appropriate portion of the Credit Enhancement allocated to the Standard Fixed Account Option earns interest at the current rate in effect at the time of allocation.**

We are currently offering Guarantee Periods of 1, 5 and 7 years in length for Putnam Allstate Advisor and Putnam Allstate Advisor Plus Contracts. **For Putnam Allstate Advisor Preferred Contracts (except Contracts issued in Oregon), we are currently not offering the Standard Fixed Account Option.** Existing investments in the Standard Fixed Account Option are not affected by this change. At the end of the 1-year Guarantee Period, a renewal rate will be declared as described below. In the future we may offer Guarantee Periods of different lengths or stop offering some Guarantee Periods. You select a Guarantee Period for each purchase payment or transfer. If you do not select a Guarantee Period, we will assign the same period(s) you selected for your most recent purchase payment(s). If we no longer offer that period length, then we will allocate the purchase payment or transfer to a new Guarantee Period with the next shortest term currently offered. If you have not made a prior allocation to a Guarantee Period, then we will allocate the purchase payment or transfer to a new Guarantee Period of the shortest term we are offering at that time. After the end of each Guarantee Period, we will guarantee a 1-year renewal rate. We will credit interest daily to each amount allocated to a

Guarantee Period at a rate that compounds to the annual interest rate that we declared at the beginning of the applicable Guarantee Period or on the renewal date.

Investment Alternatives: Transfers

TRANSFERS DURING THE ACCUMULATION PHASE

During the Accumulation Phase, you may transfer Contract Value among the investment alternatives. We do not permit transfers into any Dollar Cost Averaging Fixed Account Option. **For Putnam Allstate Advisor Preferred Contracts (except Contracts issued in Oregon), we currently do not permit transfers into the Standard Fixed Account Options.** You may request transfers in writing on a form that we provided or by telephone according to the procedure described below.

You may make 12 transfers per Contract Year without charge. A transfer fee equal to 0.50% of the amount transferred applies to each transfer after the 12th transfer in any Contract Year.

The minimum amount that you may transfer from the Standard Fixed Account Option or a Variable Sub-Account is $100 or the total remaining balance in the Standard Fixed Account Option or the Variable Sub-Account, if less. These limitations do not apply to the 6-month or 12-month Dollar Cost Averaging Fixed Account Options.

The most you can transfer from the Standard Fixed Account Option during any Contract Year is the greater of (i) 30% of the Standard Fixed Account Option balance as of the last Contract Anniversary or (ii) the greatest dollar amount of any prior transfer from the Standard Fixed Account Option. This limitation does not apply to the Dollar Cost Averaging Program. Also, if the interest rate on any renewed Guarantee Period is at least one percentage point less than the previous interest rate for that Guarantee Period, you may transfer up to 100% of the monies receiving that reduced rate within 60 days of the notification of the interest rate decrease.

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

We reserve the right to waive any transfer restrictions.

TRANSFERS DURING THE PAYOUT PHASE

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

TELEPHONE OR ELECTRONIC TRANSFERS

You may make transfers by telephone by calling 1-800-390-1277. The cut off time for telephone transfer requests is 3:00 p.m. Central time. In the event that the New York Stock Exchange closes early, *i.e.,* before 3:00 p.m. Central Time, or in the event that the Exchange closes early for a period of time but then reopens for trading on the same day, we will process telephone transfer requests as of the close of the Exchange on that particular day. We will not accept telephone requests received from you at any telephone number other than the number that appears in this paragraph or received after the close of trading on the Exchange. If you own the Contract with a joint Contract Owner, unless we receive contrary instructions, we will accept instructions from either you or the other Contract Owner.

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

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

MARKET TIMING & EXCESSIVE TRADING

The Contracts are intended for long-term investment. Market timing and excessive trading can potentially dilute the value of Variable Sub-Accounts and can disrupt management of a Fund and raise its expenses, which can impair Fund performance and adversely affect your Contract Value. Our policy is not to accept knowingly any money intended for the purpose of market timing or excessive trading.

Accordingly, you should not invest in the Contract if your purpose is to engage in market timing or excessive trading, and you should refrain from such practices if you currently own a Contract.

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

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

TRADING LIMITATIONS

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

- we believe, in our sole discretion, that certain trading practices, such as excessive trading, by, or on behalf of, one or more Contract Owners, or a specific transfer request or group of transfer requests, may have a detrimental effect on the Accumulation Unit Values of any Variable Sub-Account or on the share prices of the corresponding Fund or otherwise would be to the disadvantage of other Contract Owners; or
- we are informed by one or more of the Funds that they intend to restrict the purchase, exchange, or redemption of Fund shares because of excessive trading or because they believe that a specific transfer or group of transfers would have a detrimental effect on the prices of Fund shares.

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

- the total dollar amount being transferred, both in the aggregate and in the transfer request;
- the number of transfers you make over a period of time and/or the period of time between transfers (note: one set of transfers to and from a Variable Sub-Account in a short period of time can constitute market timing);
- whether your transfers follow a pattern that appears designed to take advantage of short term market fluctuations, particularly within certain Variable Sub-Account underlying Funds that we have identified as being susceptible to market timing activities (*e.g*., International, High Yield, and Small Cap Variable Sub-Accounts);
- whether the manager of the underlying Fund has indicated that the transfers interfere with Fund management or otherwise adversely impact the Fund; and
- the investment objectives and/or size of the Variable Sub-Account underlying Fund.

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

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

In our sole discretion, we may revise our Trading Limitations at any time as necessary to better deter or minimize market timing and excessive trading or to comply with regulatory requirements.

SHORT TERM TRADING FEES

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

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

DOLLAR COST AVERAGING PROGRAM

You may automatically transfer a set amount from any Variable Sub-Account or from any Fixed Account Option available under your Contract to any of the other Variable Sub-Accounts through our Dollar Cost Averaging Program. The Program is available only during the Accumulation Phase. Also see Dollar Cost Averaging Fixed Account Options in "The Fixed Account Options" section of this prospectus.

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

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

AUTOMATIC FUND REBALANCING PROGRAM

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

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

Example:

> Assume that you want your initial purchase payment split among 2 Variable Sub-Accounts. You want 40% to be in the Putnam VT Income Variable Sub-Account and 60% to be in the Putnam Global Equity Variable Sub-Account. Over the next 2 months the bond market does very well while the stock market performs poorly. At the end of the first quarter, the Putnam VT Income Variable Sub-Account now represents 50% of your holdings because of its increase in value. If you choose to have your holdings in a Contract or Contracts rebalanced quarterly, on the first day of the next quarter we would sell some of your units in the Putnam VT Income Variable Sub-Account for the appropriate Contract(s) and use the money to buy more units in the Putnam VT Global Equity Variable Sub-Account so that the percentage allocations would again be 40% and 60% respectively.

The transfers made under the Automatic Fund Rebalancing Program do not count towards the 12 transfers you can make without paying a transfer fee, and are not subject to a transfer fee. We may sometimes refer to this Program as the "Putnam Automatic Rebalancing Program."

Fund rebalancing is consistent with maintaining your allocation of investments among market segments, although it is accomplished by reducing your Contract Value allocated to the better performing segments.

Expenses

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

CONTRACT MAINTENANCE CHARGE

(Putnam Allstate Advisor Contracts only)

During the Accumulation Phase, on each Contract Anniversary, we will deduct a $30 contract maintenance charge from your assets invested in the Putnam VT Government Money Market Variable Sub-Account. If there are insufficient assets in that Variable Sub-Account, we will deduct the balance of the charge proportionally from the other Variable Sub-Accounts. We also will deduct this charge if you withdraw your entire Contract Value, unless your Contract qualifies for a waiver. During the Payout Phase, we will deduct the charge proportionately from each income payment.

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

- your total Contract Value is $50,000 or more on a Contract Anniversary or on the Payout Start Date, or
- all of your money is allocated to the Fixed Account Options on a Contract Anniversary or all income payments are fixed income payments.

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

MORTALITY AND EXPENSE RISK CHARGE

We deduct a mortality and expense risk charge daily from the net assets you have invested in the Variable Sub-Accounts. The annual rate of the charge is:

- 1.25% for **Putnam Allstate Advisor Contracts**
- 1.60% for **Putnam Allstate Advisor Plus Contracts**
- 1.65% for **Putnam Allstate Advisor Preferred Contracts**

The mortality and expense risk charge is for all the insurance benefits available with your Contract (including our guarantee of annuity rates and the death benefits), for certain expenses of the Contract, and for assuming the risk (expense risk) that the current charges will not be sufficient in the future to cover the cost of administering the Contract. The mortality and expense risk charge also helps compensate us for the cost of the Credit Enhancement under the **Putnam Allstate Advisor Plus Contracts**. The Company anticipates that it will make a profit from the Credit Enhancement, but if the charges under the Contract are not sufficient, then Allstate Life will bear the loss. If you select the Enhanced Beneficiary Protection Option, the mortality and expense risk charge will include an additional 0.15% for the Option. If you select the Earnings Protection Death Benefit Option, the mortality and expense risk charge will include an additional 0.20% for the Option if, on the Rider Application Date, both the oldest Contract Owner and Annuitant are age 65 or younger, and an additional 0.35% for the Option if, on the Rider Application Date, either the oldest Contract Owner or Annuitant is over age 65 and both are 75 or younger. We charge the additional fees for the Enhanced Beneficiary Protection Option and the Earnings Protection Death Benefit Option to compensate us for the additional risk that we accept by providing the Options.

Allstate Life reserves the right to raise the Enhanced Beneficiary Protection Option charge to up to 0.25%. Allstate Life reserves the right to raise the charge for the Earnings Protection Death Benefit Option to up to 0.30% if, on the Rider Application Date, the oldest Contract Owner and Annuitant are age 65 or younger on the Rider Application Date, and to up to 0.50% if, on the Rider Application Date, either the oldest Contract Owner or Annuitant is over age 65 and both are 75 or younger. However, once the Enhanced Beneficiary Protection Option or the Earnings Protection Death Benefit Option is in effect, Allstate Life cannot change the fee that applies to your Contract for such Option, except upon a spousal continuation of the Contract, as described under "Death Benefit Payments."

We guarantee the mortality and expense risk charge and we cannot increase it. We assess the mortality and expense risk charge during both the Accumulation Phase and the Payout Phase.

RETIREMENT INCOME GUARANTEE RIDER CHARGE

We impose a separate charge for each Retirement Income Guarantee Rider. The charges equal, on an annual basis, 0.05% of the income base for Retirement Income Guarantee Rider 1 and 0.30% of the income base for Retirement Income Guarantee Rider 2. See "Retirement Income Guarantee Riders" for details.

TRANSFER FEE

We impose a fee upon transfers in excess of 12 during any Contract Year. The fee is equal to 0.50% of the dollar amount transferred. We will not charge a transfer fee on transfers that are part of a Dollar Cost Averaging Program or Automatic Fund Rebalancing Program.

WITHDRAWAL CHARGE

We may assess a withdrawal charge from the purchase payment(s) you withdraw. Any applied credit enhancements are also subject to a withdrawal charge. The amount of the charge will depend on the number of years that have elapsed since we received the purchase payment being withdrawn. A schedule showing the charge applicable for each Contract appears in the "Expense Table" section of this prospectus. If you make a withdrawal before the Payout Start Date, we will apply the withdrawal charge percentage in effect on the date of the withdrawal, or the withdrawal charge percentage in effect on the following day, whichever is lower. The Contracts differ in the following respects:

Putnam Allstate Advisor Contracts Under Putnam Allstate Advisor Contracts, you can withdraw up to the ***Free Withdrawal Amount*** each Contract Year without paying the withdrawal charge. The Free Withdrawal Amount is the greater of earnings not previously withdrawn, or 15% of your total purchase payments. Unused portions of this 15% "Free Withdrawal Amount" are not carried forward to future Contract Years.

Putnam Allstate Advisor Plus Contracts Under **Putnam Allstate Advisor Plus Contracts,** you can withdraw up to the ***Free Withdrawal Amount*** each Contract Year without paying the withdrawal charge. The Free Withdrawal Amount is 15% of total purchase payments. Unused portions of this 15% "Free Withdrawal Amount" are not carried forward to future Contract Years. Credit Enhancements are not considered Purchase Payments when determining the Free Withdrawal Amount.

Putnam Allstate Advisor Preferred Contracts Under **Putnam Allstate Advisor Preferred Contracts,** you can withdraw up to the ***Free Withdrawal Amount*** each Contract Year without paying the withdrawal charge. The Free Withdrawal Amount is 15% of total purchase payments. Unused portions of this 15% "Free Withdrawal Amount" are not carried forward to future Contract Years.

All Contracts

We will deduct withdrawal charges, if applicable, from the amount paid. For purposes of the withdrawal charge, we will treat withdrawals as coming from the oldest purchase payments first. We will not deduct a withdrawal charge when you have withdrawn all purchase payments. However, for federal income tax purposes, earnings are considered to come out first, which means you pay taxes on the earnings portion of your withdrawal.

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

- on the Payout Start Date (a withdrawal charge may apply if you elect to receive income payments for a specified period of less than 120 months);
- the death of the Contract Owner or Annuitant (unless the Settlement Value is used);
- withdrawals taken to satisfy IRS minimum distribution rules for the Contract; or
- withdrawals that qualify for one of the waivers described below.

We use the amounts obtained from the withdrawal charge to pay sales commissions and other promotional or distribution expenses associated with marketing the Contracts. For the **Allstate Advisor Plus Contracts,** we use a portion of the withdrawal charge and mortality and expense risk charge to help recover the cost of providing the Credit Enhancement under the Contract. See "*Expenses*." To the extent that the withdrawal charge does not cover all sales commissions and other promotional or distribution expenses, or the cost of the Credit Enhancement, we may use any of our corporate assets, including potential profit which may arise from the mortality and expense risk charge or any other charges or fee described above, to make up any difference.

Withdrawals taken prior to annuitization (referred to in this prospectus as the Payout Phase) are generally considered to come from the earnings in the Contract first. If the Contract is tax-qualified, generally all withdrawals are treated as distributions of earnings. Withdrawals of earnings are taxed as ordinary income and, if taken prior to age 59 $^{1}/_{2}$, may be subject to an additional 10% federal tax. You should consult your own tax counsel or other tax advisers regarding any withdrawals.

THE FOLLOWING WAIVERS ARE AVAILABLE FOR PUTNAM ALLSTATE ADVISOR AND PUTNAM ALLSTATE ADVISOR PLUS CONTRACTS ONLY.

Confinement Waiver. We will waive the withdrawal charge on any withdrawal taken prior to the Payout Start Date under your Contract if the following conditions are satisfied:

1. you or the Annuitant, if the Contract Owner is not a living individual, are first confined to a long term care facility or a hospital for at least 90 consecutive days. You or the Annuitant must enter the long term care facility or hospital at least 30 days after the Issue Date,

2. we receive your request for withdrawal and written proof of the stay no later than 90 days following the end of your or the Annuitant's stay at the long term care facility or hospital, and

3. a physician must have prescribed the stay and the stay must be medically necessary (as defined in the Contract).

Terminal Illness Waiver. We will waive the withdrawal charge on any withdrawal under your Contract taken prior to the Payout Start Date if:

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

Unemployment Waiver. We will waive the withdrawal charge on one partial or full withdrawal from your Contract prior to the Payout Start Date, if you meet the following requirements:

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

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

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

You may exercise this benefit once before the Payout Start Date.

Please refer to your Contract for more detailed information about the terms and conditions of these waivers. **THESE WAIVERS ARE NOT AVAILABLE FOR PUTNAM ALLSTATE ADVISOR PREFERRED CONTRACTS.**

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

PREMIUM TAXES

Some states and other governmental entities (*e.g.*, municipalities) charge premium taxes or similar taxes. We are responsible for paying these taxes and will deduct them from your Contract Value. Some of these taxes are due when the Contract is issued, others are due when income payments begin or upon surrender. Our current practice is not to charge anyone for these taxes until income payments begin or when a total withdrawal occurs including payment upon death. We may some time in the future discontinue this practice and deduct premium taxes from the purchase payments. Premium taxes generally range from 0% to 3.5%, depending on the state.

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

DEDUCTION FOR SEPARATE ACCOUNT INCOME TAXES

We may assess a charge against the Sub-accounts and the Fixed Rate Options equal to any taxes which may be imposed upon the Separate Account. We will pay company income taxes on the taxable corporate earnings created by this Separate Account product. While we may consider company income taxes when pricing our products, we do not currently include such income taxes in the Tax Charge you pay under the contract. We will periodically review the issue of charging for these taxes and may impose a charge in the future. In calculating our corporate income tax liability, we derive certain corporate income tax benefits associated with the investment of company assets, including Separate Account assets, which are treated as company assets under applicable income tax law. These benefits reduce our overall corporate income tax liability. Under current law, such benefits may include foreign tax credits and corporate dividends received deductions. We do not pass these tax benefits through to holders of the Separate Account annuity contracts because (i) the contract owners are not the owners of the assets generating these benefits under applicable income tax law and (ii) we do not currently include company income taxes in the Tax Charge you pay under the contract. We reserve the right to change these tax practices.

Our status under the Code is briefly described in the "Taxes" section of this prospectus.

OTHER EXPENSES

Each Fund deducts management fees and other expenses from its assets. You indirectly bear the charges and expenses of the Fund whose shares are held by the Variable Sub-Accounts. These fees and expenses are described in the accompanying prospectus for the Funds. For a summary of maximum and minimum Fund annual expenses, see the "Expense Table" section of this prospectus.

Access to Your Money

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

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

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

In general, you must withdraw at least $50 at a time. Withdrawals taken prior to annuitization (referred to in this prospectus as the Payout Phase) are generally considered to come from the earnings in the Contract first. If the Contract is tax-qualified, generally all withdrawals are treated as distributions of earnings. Withdrawals of earnings are taxed as ordinary income and, if taken prior to age $59\ ^1/_2$, may be subject to an additional 10% federal tax. If you request a total withdrawal, we may require that you return your Contract to us. Your Contract will terminate if you withdraw all of your Contract Value. We will, however, ask you to confirm your withdrawal request before terminating your Contract. If we terminate your Contract, we will distribute to you its Contract Value, less withdrawal and other charges and taxes.

WRITTEN REQUESTS AND FORMS IN GOOD ORDER.

Written requests must include sufficient information and/or documentation, and be sufficiently clear, to enable us to complete your request without the need to exercise discretion on our part to carry it out. You may contact our Customer Service Center to learn what information we require for your particular request to be in "good order." Additionally, we may require that you submit your request on our form. We reserve the right to determine whether any particular request is in good order, and to change or waive any good order requirements at any time.

POSTPONEMENT OF PAYMENTS

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

1. The New York Stock Exchange is closed for other than usual weekends or holidays, or trading on the Exchange is otherwise restricted,

2. An emergency exists as defined by the SEC, or

3. The SEC permits delay for your protection.

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

SYSTEMATIC WITHDRAWAL PROGRAM

You may choose to receive systematic withdrawal payments on a monthly, quarterly, semi-annual, or annual basis at any time prior to the Payout Start Date. Please consult your sales representative or call us at 1-800-390-1277 for more information. Depending on fluctuations in the value of the Variable Sub-Accounts and the value of the Fixed Account Option(s) available under your Contract, systematic withdrawals may reduce or even exhaust the Contract Value. Please consult your tax adviser before taking any withdrawal.

MINIMUM CONTRACT VALUE

If your request for a partial withdrawal would reduce the Contract Value to less than $1,000, we may treat it as a request to withdraw your entire Contract Value. Your Contract will terminate if you withdraw all of your Contract Value. We will, however, ask you to confirm your withdrawal request before terminating your Contract. If we terminate your Contract, we will distribute to you its Contract Value, less withdrawal and other charges and taxes.

Income Payments

PAYOUT START DATE

The Payout Start Date is the day that we apply your Contract Value to an Income Plan. The Payout Start Date must be at least 30 days after the Issue Date. The anticipated Payout Start Date is the later of:

- the Annuitant's 99th birthday, or

- the 10th Contract Anniversary.

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

INCOME PLANS

An "Income Plan" is a series of payments made on a scheduled basis to you or to another person designated by you. You may choose and change your choice of Income Plan until 30 days before the Payout Start Date. If you do not select an Income Plan, we will make income payments in accordance with Income Plan 1 with guaranteed payments for 10 years. Income payments to Beneficiaries may be subject to restrictions established by the Contract Owner. After the Payout Start Date, and except as described below, you may not make withdrawals or change your choice of Income Plan.

Currently 9 Income Plans are available. Income Plans provide:

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

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

The 9 Income Plans are:

Income Plan 1 – Life Income with Guaranteed Payments. Under this plan, we make periodic income payments for at least as long as the Annuitant lives. If the oldest Annuitant is age 90 or older on the Payout Start Date, then periodic payments will be made for at least 5 years. If the Annuitant dies before we have made all of the selected number of guaranteed income payments, we will continue to pay the remainder of the guaranteed income payments as required by the Contract. In general, more guaranteed payments means that each payment will be smaller than it would have been with a shorter guarantee payment period. This payment plan does not permit withdrawals.

Income Plan 2 – Joint and Survivor Life Income with Guaranteed Payments. Under this plan, we make periodic income payments for at least as long as either the Annuitant or the joint Annuitant, named at the time the plan was selected, is alive. If the oldest Annuitant is age 90 or older on the Payout Start Date, then periodic payments will be made for at least 5 years. If both the Annuitant and joint Annuitant die before we have made all of the guaranteed income payments, we will continue to pay the remainder of the guaranteed income payments as required by the Contract. You may elect a reduced survivor plan of 50%, 66% or 75% of the payment amount. If you do not elect a reduced survivor amount, the payments will remain at 100%. If you elect a reduced survivor payment plan, the amount of each income payment initially will be higher, but a reduction will take effect at the later of 1) the death of an Annuitant; or 2) at the end of the guaranteed payment period. This payment plan does not permit withdrawals.

Income Plan 3 – Guaranteed Payments for a Specified Period. Under this plan, we make periodic income payments for the period you have chosen. These payments do not depend on the Annuitant's life. Income payments for less than 120 months may be subject to a withdrawal charge. We will deduct the mortality and expense risk charge from the assets of the Variable Sub-Accounts supporting this Plan even though we may not bear any mortality risk. Income payments under Income Plan 3 are subject to the rules set forth in the Guaranteed Payment Plan section below.

Income Plan 4 – Combination Life Income and Guaranteed Payments for a Specified Period. Under this plan, we make periodic income payments under two separate coverages: a life annuity and a guaranteed payment annuity. A life annuity (one that does not contain any guaranteed payment period) provides income payments over the Annuitant's life. A guaranteed payment annuity provides income payments over a specified period. The guaranteed payment annuity portion of Income Plan 4 is subject to the rules set forth in the Guaranteed Payment Plan section below.

Income Plan 5 – Combination Joint and Survivor Life Income and Guaranteed Payments for a Specified Period. Under this plan, we make periodic income payments under two separate coverages: a joint life and survivor annuity and a guaranteed payment annuity. A joint life and survivor annuity (one that does not contain any guaranteed payment period) provides income payments for at least as long as either the Annuitant or joint Annuitant is alive. A guaranteed payment annuity provides income payments over a specified period, and is subject to the rules set forth in the Guaranteed Payment Plan section below. On the life coverage, you may elect a reduced survivor plan of 50%, 66% or 75% of the payment amount. If you do not elect a reduced survivor amount, the payments will remain at 100%. If you elect a reduced survivor payment plan, the payments initially will be larger, but a reduction will take effect at the death of an Annuitant.

Income Plan 6 – Life Income with Cash Refund. Under this plan, we make periodic income payments until the death of the Annuitant. If the death of the Annuitant occurs before the total amount applied to an Income Plan is paid out, we will pay a lump sum payment of the remaining amount. Payments under this plan are available only as fixed income payments. This payment plan does not permit withdrawals.

Income Plan 7 – Joint Life Income with Cash Refund. Under this plan, we make periodic income payments until the deaths of both the Annuitant and joint Annuitant. If the deaths of both the Annuitant and joint Annuitant occur before the total amount applied to an Income Plan is paid out, we will pay a lump sum payment of the remaining amount. Currently, a reduced survivor plan is not available. Payments under this plan are available only as fixed income payments. This payment plan does not permit withdrawals.

Income Plan 8 – Life Income with Installment Refund. Under this plan, we make periodic income payments until the later of (1) the death of the Annuitant, or (2) the total amount paid out under the annuity is equal to the total amount applied to the Income Plan. If the death of the Annuitant occurs before the total amount applied to an Income Plan is paid out, we will continue to make payments in the same manner until any remaining payments are paid out. Payments under this plan are available only as fixed income payments. This payment plan does not permit withdrawals.

Income Plan 9 – Joint Life Income with Installment Refund. Under this plan, we make periodic income payments until the later of (1) the deaths of both the Annuitant and joint Annuitant, or (2) the total amount paid out under the annuity is equal to the total amount applied to the Income Plan. If the deaths of both the Annuitant and joint Annuitant occur before the total amount applied to an Income Plan is paid out, we will continue to make payments in the same manner until any remaining payments are paid out. Currently, a reduced survivor plan is not available. Payments under this plan are available only as fixed income payments. This payment plan does not permit withdrawals.

If you choose an Income Plan with payments that continue for the life of the Annuitant or joint Annuitant, we may require proof of age and sex of the Annuitant or joint Annuitant before starting income payments, and proof that the Annuitant or joint Annuitant is alive before we make each payment. Please note that under Income Plans 1 and 2, and the life annuity and joint life and survivor annuity portion of Income Plans 4 and 5, respectively, if you elect to take no minimum guaranteed payments, it is possible that the payee could receive only one income payment if the Annuitant and any joint Annuitant both die before the second income payment, or only two income payments if they die before the third income payment, and so on.

Guaranteed Payment Plans. For Income Plan 3 and the guaranteed payment annuity portion of Income Plans 4 and 5 **("guaranteed payment plans")**:

- The minimum payment period you may choose is 5 years.
- If the oldest Annuitant is under age 70, you may choose a period up to age 100 subject to a maximum of 50 years.
- If the oldest Annuitant is age 70 or over, you may choose a period up to a maximum of 30 years.

In general, the longer the guarantee period you select, the smaller each payment will be.

You may make withdrawals from a guaranteed payment plan after the Payout Start Date. You may terminate all or part of the income payments at any time and receive a lump sum equal to their present value as of the close of the Valuation Date (see Valuation Date above) on which we receive your request. To determine the present value of any remaining variable income payments being withdrawn, we use a discount rate equal to the assumed annual investment rate that we use to compute such variable income payments. To determine the present value of any fixed income payments being withdrawn, we discount each payment using our currently applicable interest rates. The minimum amount you may withdraw under this feature is $1,000. A withdrawal charge may apply. You may not make any withdrawals after the Payout Start Date on the life annuity portion of Income Plans 4 and 5.

Additional Information. We may make other Income Plans available. You may obtain information about them by writing or calling us.

You must apply at least the Contract Value in the Fixed Account on the Payout Start Date to fixed income payments. If you wish to apply any portion of your Fixed Account balance to provide variable income payments, you should plan ahead and transfer that amount to the Variable Sub-Accounts prior to the Payout Start Date. If you do not tell us how to allocate your Contract Value among fixed and variable income payments, we will apply your Contract Value in the Variable Account to variable income payments and your Contract Value in the Fixed Account to fixed income payments.

We will apply your Contract Value, less applicable taxes, to your Income Plan on the Payout Start Date. We can make income payments in monthly, quarterly, semi-annual or annual installments, as you select. If the Contract Owner has not made any purchase payments for at least 2 years preceding the Payout Start Date, and the Contract Value is less than $2,000, or not enough to provide an initial payment of at least $20, and state law permits, we may:

- terminate the Contract and pay you the Contract Value, less any applicable taxes, in a lump sum instead of the periodic payments you have chosen, or
- reduce the frequency of your payments so that each payment will be at least $20.

VARIABLE INCOME PAYMENTS

The amount of your variable income payments depends upon the investment results of the Variable Sub-Accounts you select, the premium taxes you pay, the age and sex of the Annuitant, and the Income Plan you choose. We guarantee that the payments will not be affected by (a) actual mortality experience or (b) the amount of our administration expenses.

We cannot predict the total amount of your variable income payments. The total amount of your variable income payments may be more or less than your total purchase payments because (a) variable income payments vary with the investment results of the underlying Funds; and (b) under some of the income plans, we make income payments only so long as an annuitant is alive or any applicable guarantee payment period has not yet expired.

In calculating the amount of the periodic payments in the annuity tables in the Contracts, we used an Assumed Investment Rate ("AIR", also known as benchmark rate) of 3%. Currently, you may choose either a 6%, 5%, or 3% AIR per year. The 6% AIR may not be available in all states (check with your representative for availability). Currently, if you do not choose one, the 5% AIR will automatically apply. We reserve the right to offer other assumed investment rates. If the actual net investment return of the Variable Sub-Accounts you choose is less than the AIR, then the dollar amount of your variable income payments will decrease. The dollar amount of your variable income payments will increase, however, if the actual net investment return exceeds the AIR. The dollar amount of the variable income payments stays level if the net investment return equals the AIR. With a higher AIR, your initial income payment will be larger than with a lower AIR. While income payments continue to be made, however, this disparity will become smaller and, if the payments have continued long enough, each payment will be smaller than if you had initially chosen a lower AIR.

Please refer to the Statement of Additional Information for more detailed information as to how we determine variable income payments.

You may elect a variable income payment stream consisting of level monthly payments. If you elect level monthly payments, the payments must be recalculated annually. The payments you receive may be higher or lower depending on the frequency and duration of payments. For example, the shorter the duration of payments, the higher they will be; and the higher the frequency of payments, the lower they will be.

You may only elect level monthly payments at or before your Payout Start Date. You cannot elect any fixed income payments while variable level monthly payments are being made. We will determine the amount of each annual payment as described above, place this amount in our general account, and distribute it in level monthly payments. The sum of the level payments will exceed the annual calculated amount because of an interest rate factor we use, which may vary from year to year but will not be less than 2.0% per year. We do not allow withdrawals of the annual amount unless you make a full or partial withdrawal request of the value of the remaining payments under a guaranteed payment plan. If the Annuitant dies during the period of level monthly payments, any life contingencies you chose will be the same as under the income plan you chose. For example, if your income plan contains a life only payment plan and the Annuitant dies during the year, the Beneficiary is not entitled to the remaining levelized monthly payments for that year.

FIXED INCOME PAYMENTS

We guarantee income payment amounts derived from any Fixed Account Option for the duration of the Income Plan. The guaranteed income payment amounts will change if the frequency of payments or the length of the payment period changes.

We calculate the fixed income payments by:

1. deducting any applicable premium tax; and

2. applying the resulting amount to the greater of:

   (a) the appropriate value from the income payment table in your Contract; or

   (b) such other value as we are offering at that time.

We may defer your request to make a withdrawal from fixed income payments for a period of up to 6 months or whatever shorter time state law may require. If we defer payments for 30 days or more, we will pay interest as required by law from the date we receive the withdrawal request to the date we make payment.

RETIREMENT INCOME GUARANTEE RIDERS

Effective January 1, 2004, the Retirement Income Guarantee Riders are no longer being offered. If you added the Retirement Income Guarantee Rider to your Contract prior to January 1, 2004, your Rider will continue to apply to your Contract. The following describes the Retirement Income Guarantee Rider for Contract Owners who elected the Rider prior to January 1, 2004. Once elected the Rider may not be canceled. Each Rider guarantees that the amount of income payments you receive will not be less than those determined by applying the applicable Income Base, less any applicable taxes, to the minimum guaranteed rate (rather than to any current rates we may be offering) for the Income Plan you select (***"Guaranteed Income Benefit"***). Only Income Plan 1 or Income Plan 2 may be chosen. Commutation is not allowed when utilizing this benefit. You may exercise this benefit up to your latest Payout Start Date.

Eligibility. To qualify for this benefit, you must meet the following conditions as of the Payout Start Date:

- You must elect a Payout Start Date that is on or after the 10th anniversary of the date we issued the Rider (the ***"Rider Date"***);
- The Payout Start Date must occur during the 30 day period following a Contract Anniversary;
- You must elect to receive fixed income payments (calculated using the appropriate Income Payment Table shown in your Contract); and
- The Income Plan you have selected must provide for payments guaranteed for either a single life or joint lives with a specified period of at least:
  - 10 years, if the youngest Annuitant's age is 80 or less on the date the amount is applied, or
  - 5 years, if the youngest Annuitant's age is greater than 80 on the date the amount is applied.

Retirement Income Guarantee Rider 1. This Rider guarantees that the amount of income payments you receive will not be less than those determined by applying the Income Base, including any Credit Enhancement applied under ***Putnam Allstate Advisor Plus Contracts,*** less any applicable taxes, to the minimum guaranteed rate (rather than to any current rates we may be offering) for the Income Plan you select.

The current charge for this Rider, on an annual basis, is 0.05% multiplied by the Income Base in effect on each Contract Anniversary. We deduct the fee only from your assets in the Variable Sub-Account(s). In the case of a full withdrawal of the Contract Value on any date other than the Contract Anniversary, we will deduct from the amount paid upon withdrawal a Rider fee equal to 0.05% multiplied by the Income Base immediately prior to the withdrawal pro rated to reflect the number of months the Rider was in effect during the current Contract Year.

We calculate the Income Base that we use to determine the value of the Guaranteed Income Benefit as follows:

1. On the Rider Date, the Income Base is equal to the Contract Value.

2. After the Rider Date, we recalculate the Income Base when a purchase payment or withdrawal is made as follows:

- For purchase payments, the Income Base is equal to the most recently calculated Income Base plus the purchase payment (and any Credit Enhancement in the case of **Putnam Allstate Advisor Plus Contracts).**
- For withdrawals, the Income Base is equal to the most recently calculated Income Base reduced by a withdrawal adjustment, described below.

In the absence of any withdrawals or purchase payments, the Income Base will be equal to the Contract Value as of the Rider Date.

The withdrawal adjustment is equal to (1) divided by (2), with the result multiplied by (3), where:

1) = withdrawal amount,

2) = the Contract Value immediately prior to the withdrawal, and

3) = the most recently calculated Income Base.

See Appendix C for an example of how the withdrawal adjustment applies.

The Guaranteed Income Benefit amount is determined by applying the Income Base, less any applicable taxes, to the guaranteed rates for the Income Plan that you select. On the Payout Start Date, the income payment will be the greater of (i) the income payment produced by the Guaranteed Income Benefit or (ii) the income payment provided in the fixed amount income payment provision of the Contract.

The Guaranteed Income Benefit will only apply if you elect to receive fixed income payments. If, however, you apply the Contract Value and not the Guaranteed Income Benefit to the Income Plan, then you may select any Income Plan we offer at that time. If you expect to apply your Contract Value to variable income payment options or to current annuity payment rates then in effect, electing the Retirement Income Guarantee Rider 1 may not be appropriate.

Retirement Income Guarantee Rider 2. This Rider guarantees that the amount of income payments you receive will not be less than those determined by applying the greater of Income Base A or Income Base B described below, less any applicable taxes, to the minimum guaranteed rate (rather than to any current rates we may be offering) for the Income Plan you select.

The current annual charge for this Rider is 0.30% multiplied by the Income Base in effect on each Contract Anniversary. We deduct the fee only from the Variable Sub-Account(s) on a pro-rata basis. For the initial Contract Anniversary after the Rider Date, the Rider Fee is equal to the number of full remaining months from the Rider Date to the Contract Anniversary divided by twelve times 0.30% with the result multiplied by the Income Base in effect on the Contract Anniversary. In the case of a full withdrawal of the Contract Value on any date other than the Contract Anniversary, we will deduct from the amount paid upon withdrawal a Rider fee equal to

0.30% multiplied by the Income Base immediately prior to the withdrawal pro rated to reflect the number of full months the Rider was in effect during the current Contract Year. The Rider Fee will not be deducted during the Payout Phase.

The Income Base is the greater of Income Base A and Income Base B. We determine each Income Base as follows:

Income Base A. On the Rider Date, Income Base A is equal to the Contract Value. After the Rider Date, we recalculate Income Base A as follows on the Contract Anniversary and when a purchase payment or withdrawal is made:

1. For purchase payments, Income Base A is equal to the most recently calculated Income Base plus the purchase payment (and any Credit Enhancement in the case of **Putnam Allstate Advisor Plus Contracts)**.

2. For withdrawals, Income Base A is equal to the most recently calculated Income Base reduced by a withdrawal adjustment.

3. On each Contract Anniversary, Income Base A is equal to the greater of the Contract Value on that date or the most recently calculated Income Base A.

In the absence of any withdrawals or purchase payments, Income Base A will be equal to the greatest Contract Value as of the Rider Date and all Contract Anniversary Contract Values between the Rider Date and the Payout Start Date. We will recalculate Income Base A for purchase payments, for withdrawals and on Contract Anniversaries until the first Contract Anniversary after the 85th birthday of the oldest Contract Owner or, if no Contract Owner is a living individual, the oldest Annuitant. After that date, we will recalculate Income Base A for purchase payments and withdrawals.

Income Base B. On the Rider Date, Income Base B is equal to the Contract Value. After the Rider Date, Income Base B, plus any subsequent purchase payments (and any Credit Enhancement in the case of **Putnam Allstate Advisor Plus Contracts**) and less a withdrawal adjustment for any subsequent withdrawals, will accumulate daily at a rate equal to 5% per year until the first day of the month following the oldest Contract Owner's or, if the Contract Owner is not a living individual, the oldest Annuitant's 85th birthday.

For purposes of computing Income Base A or B, the withdrawal adjustment is equal to (1) divided by (2), with the result multiplied by (3), where:

1) = withdrawal amount,

2) = the Contract Value immediately prior to the withdrawal, and

3) = the most recently calculated Income Base.

See Appendix C for an example of how the withdrawal adjustment applies.

The Guaranteed Income Benefit will only apply if you elect to receive fixed income payments. If, however, you apply the Contract Value and not the Guaranteed Income Benefit to the Income Plan, then you may select any Income Plan we offer at that time. If you expect to apply your Contract Value to variable income payment options or to current annuity payment rates then in effect, electing the Retirement Income Guarantee Rider 2 may not be appropriate.

We determine the Guaranteed Income Benefit amount by applying the Income Base, less any applicable taxes, to the guaranteed rates for the Income Plan that you select. On the Payout Start Date, the income payment will be the greater of (i) the income payment provided by the Guaranteed Income Benefit or (ii) the income payment provided in the fixed amount income payment provision of the Contract.

CERTAIN EMPLOYEE BENEFIT PLANS

The Contracts offered by this prospectus contain income payment tables that provide for different payments to men and women of the same age, except in states that require unisex tables. We reserve the right to use income payment tables that do not distinguish on the basis of sex to the extent permitted by applicable law. In certain employment-related situations, employers are required by law to use the same income payment tables for men and women. Accordingly, if the Contract is to be used in connection with an employment-related retirement or benefit plan and we do not offer unisex annuity tables in your state, you should consult with legal counsel as to whether the purchase of a Contract is appropriate.

Death Benefits

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

1. any Contract Owner dies, or

2. the Annuitant dies.

We will pay the death benefit to the new Contract Owner who is determined immediately after the death. The new Contract Owner would be a surviving Contract Owner or, if none, the Beneficiary(ies). In the case of the death of the Annuitant, we will pay the death benefit to the current Contract Owner.

DEATH BENEFIT AMOUNT

Prior to the Payout Start Date, if we receive a complete request for settlement of the death benefit within 180 days of the date of your death, the death benefit is equal to the Earnings Protection Death Benefit (if selected) plus the greatest of the following death benefit alternatives:

1. the Contract Value as of the date we determine the death benefit, or

2. the sum of all purchase payments (and including Credit Enhancements in the case of **Putnam Allstate Advisor Plus Contracts),** less withdrawals,

3. the most recent **Maximum Anniversary Value** prior to the date we determine the death benefit (see "Maximum Anniversary Value" below), or

4. the Enhanced Beneficiary Protection Option (if selected).

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

1. the Contract Value as of the date we determine the death benefit, or

2. the Settlement Value as of the date we determine the death benefit. The **"Settlement Value"** is the Contract Value, less any applicable withdrawal charge, premium tax and in the case of **Putnam Allstate Advisor Contracts,** contract maintenance charge.

Allstate Life reserves the right to extend or waive the 180-day period, on a non-discriminatory basis. This right applies only to the amount payable as death benefit and in no way restricts when a claim may be filed.

We will determine the value of the death benefit as of the end of the Valuation Date on which we receive a complete request for settlement of the death benefit. If we receive a request after 3:00 p.m. Central Time on a Valuation Date, we will process the request as of the end of the following Valuation Date. A request for settlement of the death benefit must include ***Due Proof of Death***. We will accept the following documentation as "Due Proof of Death":

- a certified copy of a death certificate,
- a certified copy of a decree of a court of competent jurisdiction as to the finding of death, or
- other documentation as we may accept in our sole discretion.

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

Maximum Anniversary Value. On the Issue Date, the Maximum Anniversary Value is equal to the initial purchase payment (including Credit Enhancement in the case of **Putnam Allstate Advisor Plus Contracts**). After the Issue Date, we recalculate the Maximum Anniversary Value when a purchase payment or withdrawal is made or on a Contract Anniversary as follows:

1. For purchase payments, the Maximum Anniversary Value is equal to the most recently calculated Maximum Anniversary Value plus the purchase payment (including Credit Enhancement in the case of **Putnam Allstate Advisor Plus Contracts**).

2. For withdrawals, the Maximum Anniversary Value is equal to the most recently calculated Maximum Anniversary Value reduced by a withdrawal adjustment, as defined below.

3. On each Contract Anniversary, the Maximum Anniversary Value is equal to the greater of the Contract Value or the most recently calculated Maximum Anniversary Value.

In the absence of any withdrawals or purchase payments, the Maximum Anniversary Value will be the greatest of all Contract Anniversary Contract Values on or prior to the date we calculate the death benefit.

We will recalculate the Maximum Anniversary Value until the first Contract Anniversary after the 80th birthday of the oldest Contract Owner or, if no Contract Owner is a living individual, the Annuitant. After that date, we will recalculate the Maximum Anniversary Value only for purchase payments and withdrawals. The Maximum Anniversary Value will never be greater than the maximum death benefit allowed by any applicable state non-forfeiture laws.

Withdrawal Adjustment. The withdrawal adjustment reduces the Maximum Anniversary Value and the death benefit under the Enhanced Beneficiary Protection Option, described below, by the same proportion as the withdrawal reduces the Contract Value. The withdrawal adjustment is equal to (1) divided by (2), with the result multiplied by (3), where:

1) = the withdrawal amount,

2) = the Contract Value immediately prior to the withdrawal, and

3) = the value of the applicable death benefit alternative immediately prior to the withdrawal.

See Appendix D for an example of a withdrawal adjustment.

EARNINGS PROTECTION DEATH BENEFIT OPTION

If the oldest Contract Owner and Annuitant are age 75 or younger as of the Rider Application Date, you may elect the Earnings Protection Death Benefit Option. You may elect the Earnings Protection Death Benefit Option alone or together with any other death and/or income benefit option offered under the Contract. We will issue a rider to your Contract if you elect the Earnings Protection Death Benefit Option. The Earnings Protection Death Benefit Option may not be available in all states. We may discontinue the offering of this Option at any time. The Earnings Protection Death Benefit Option and the daily charge for the Option will be terminated upon the change of Contract Owner or Annuitant for reasons other than death.

Under the Earnings Protection Death Benefit Option, if the oldest Contract Owner and Annuitant are age 65 or younger on the Rider Application Date, the death benefit is increased by:

- the lesser of 100% of In-Force Premium, excluding purchase payments made in the twelve-month period immediately preceding the death of the Contract Owner or Annuitant, or 40% of In-Force Earnings.

If the oldest Contract Owner or Annuitant is over age 65 and both are age 75 or younger on the Rider Application Date, the death benefit is increased by:

- the lesser of 50% of In-Force Premium, excluding purchase payments made in the twelve-month period immediately preceding the death of the Contract Owner or Annuitant, or 25% of In-Force Earnings.

For the purpose of calculating the Earnings Protection Death Benefit, the following definitions apply:

In-Force Premium equals the Contract Value on the date the Earnings Protection Death Benefit Option is made a part of the Contract (***"Rider Date"***) plus all purchase payments after the Rider Date less the sum of all Excess-of-Earnings Withdrawals after the Rider Date. If the Rider Date is the same as the Issue Date, then the Contract Value on the Rider Date is equal to your initial purchase payment.

In-Force Earnings equals the Contract Value minus the In-Force Premium. The In-Force Earnings amount will never be less than zero.

An **Excess-of-Earnings Withdrawal** is the amount of a withdrawal in excess of the In-Force Earnings in the Contract immediately prior to the withdrawal.

We will calculate the Earnings Protection Death Benefit Option as of the date we receive a complete request for settlement of the death benefit. We will pay the Earnings Protection Death Benefit with the death benefit as described under "Death Benefit Payments" below.

The value of the Earnings Protection Death Benefit depends largely on the amount of earnings that accumulate under your Contract. If you expect to withdraw the earnings from your Contract Value, electing the Earnings Protection Death Benefit Option may not be appropriate. For purposes of calculating the Earnings Protection Death Benefit, earnings are considered to be withdrawn first before purchase payments. Your representative can help you decide if the Earnings Protection Death Benefit Option is right for you.

For examples of how the death benefit is calculated under the Earnings Protection Death Benefit Option, see Appendix E.

ENHANCED BENEFICIARY PROTECTION OPTION

The Enhanced Beneficiary Protection Option is an optional benefit that you may elect. Currently, the Option is available for Contract Owners and Annuitants who are age 75 or younger on the Rider Application Date. If you elect the Option, the death benefit will be the greater of the death benefit alternatives (1) through (3) listed in the Death Benefit Amount section above, or (4) the Enhanced Beneficiary Protection Option. The Enhanced Beneficiary Protection Option may not be available in all states.

We will issue a rider to your Contract if you elect the Option. Once elected, the rider cannot be cancelled, including upon spousal continuation. The Enhanced Beneficiary Protection Option on the date we issue the Contract rider (***"Rider Date"***) is equal to the Contract Value on that date. After the Rider Date, the Enhanced Beneficiary Protection Option, plus any subsequent payments (including Credit Enhancements in the case of ***Putnam Allstate Advisor Plus Contracts)*** and less a withdrawal adjustment (computed as described above), will accumulate daily at the rate of 5% per year until the earlier of:

1. the date we determine the death benefit, or

2. the first Contract Anniversary following the 80th birthday of the oldest Contract Owner or, if no Contract Owner is a living individual, the 80th birthday of the oldest Annuitant.

We will determine the death benefit under the Enhanced Beneficiary Protection Option in the same manner as described under "Death Benefit Amount."

DEATH BENEFIT PAYMENTS

Death of Contract Owner. If you die prior to the Payout Start Date, the new Contract Owner will be the surviving Contract Owner. If there is no surviving Contract Owner, the new Contract Owner will be the Beneficiary(ies) as described in the "Beneficiary" subsection in "The Contracts" section of this prospectus. The new Contract Owner will have the options described below; except that if the new Contract Owner took ownership as the Beneficiary, the new Contract Owner's options will be subject to any restrictions previously placed upon the Beneficiary.

If the sole new Contract Owner is your spouse, he or she may elect to:

1. receive the death benefit in a lump sum, or

2. apply an amount equal to the death benefit to one of the available Income Plans, described above. The Payout Start Date must be within one year of the date of your death. Income payments must be:

(a) over the life of the new Contract Owner;

(b) for a guaranteed number of payments from 5 to 50 years, but not to exceed the life expectancy of the new Contract Owner; or

(c) over the life of the new Contract Owner with a guaranteed number of payments from 5 to 30 years, but not to exceed the life expectancy of the new Contract Owner.

If your spouse does not elect one of the options above, the Contract will continue in the Accumulation Phase as if the death had not occurred. If the Contract is continued in the Accumulation Phase, the following conditions apply:

On the date the Contract is continued, the Contract Value will equal the amount of the death benefit as determined as of the date we receive the complete request for settlement of the death benefit. Note that if you elected to receive required minimum distributions under a Minimum Distribution Option, the program will be discontinued upon receipt of notification of death. The final required minimum distribution must be distributed prior to establishing a beneficiary payment option for the balance of the Contract. Unless otherwise instructed by the continuing spouse, the excess, if any of the death benefit over the Contract Value will be allocated to the Sub-Accounts of the Variable Account. This excess will be allocated in proportion to your Contract Value in those Sub-Accounts as of the end of the Valuation Period during which we receive the complete request for settlement of the death benefit, except that any portion of this excess attributable to the Fixed Account Options will be allocated to the Putnam VT Government Money Market Variable Sub-Account. Within 30 days of the date the Contract is continued, your surviving spouse may choose one of the following transfer alternatives without incurring a transfer fee:

i. transfer all or a portion of the excess among the Variable Sub-Accounts;

ii. transfer all or a portion of the excess into the Standard Fixed Account, if available, and begin a new Guarantee Period; or

iii. transfer all or a portion of the excess into a combination of Variable Sub-Accounts and the Standard Fixed Account, if available.

Any such transfer does not count as one of the free transfers allowed each Contract Year and is subject to any minimum allocation amount specified in your Contract.

Only one spousal continuation is allowed under this Contract.

If the surviving spouse continues the Contract in the Accumulation Phase, the surviving spouse may make a single withdrawal of any amount within one year of the date of death without incurring a withdrawal charge.

Prior to the Payout Start Date, the death benefit of the continued Contract will be the greatest of:

- the sum of all gross purchase payments (including Credit Enhancements in the case of ***Putnam Allstate Advisor Plus Contracts***) less any withdrawals; or
- the Contract Value on the date we determine the death benefit; or

- the Maximum Anniversary Value as defined in the “Death Benefit Amount” section, with the following changes:
  - “Issue Date” is replaced by the date the Contract is continued,
  - “initial purchase payment” (including Credit Enhancements in the case of ***Putnam Allstate Advisor Plus Contracts***) is replaced with the death benefit as described at the end of the Valuation Period during which we received Due Proof of Death.

If the new Contract Owner is a living person who is not your spouse, or if there are multiple new Owners, the new Contract Owner may elect to:

1. receive the death benefit in a lump sum, or

2. apply an amount equal to the death benefit to one of the available Income Plans described above. The Payout Start Date must be within one year of the date of your death. Income payments must be:

   (a) over the life of the new Contract Owner,

   (b) for a guaranteed number of payments from 5 to 50 years, but not to exceed the life expectancy of the new Contract Owner, or

   (c) over the life of new Contract Owner with a guaranteed number of payments from 5 to 30 years, but not to exceed the life expectancy of the new Contract Owner.

If the new Contract Owner does not elect one of the options above, then the new Contract Owner must receive the Contract Value payable within 5 years of the date of your death. The Contract Value under this option will equal the amount of the death benefit as determined as of the date we receive the complete request for settlement of the death benefit. Unless otherwise instructed by the new Contract Owner, the excess, if any, of the death benefit over the Contract Value will be allocated to the Putnam VT Government Money Market Variable Sub-Account. The new Contract Owner may exercise all rights as set forth in the “Transfers” provision of your Contract during this 5 year period. See the “Investment Alternatives: Transfers” subsection in the “Transfers” section of this prospectus for more information regarding transfers.

No additional purchase payments may be added to the Contract under this election. Withdrawal charges will be waived for any withdrawals made during this 5 year period. If we do not receive instructions on where to send the payment within 5 years of the date of death, the funds will be escheated.

If the new Contract Owner dies before receiving all of the Contract Value, then the new Contract Owner’s named Beneficiary(ies) will receive the greater of the Settlement Value or the remaining Contract Value. This amount must be received as a lump sum within 5 years of the date of the original Contract Owner’s death.

We reserve the right to offer additional options upon Death of Contract Owner.

If the new Contract Owner is a corporation, trust or other non-living person, the new Contract Owner may elect to:

1. receive the death benefit in a lump sum; or

2. receive the Contract Value payable within 5 years of your date of death.

The Contract Value under this option will equal the amount of the death benefit as determined as of the date we receive the complete request for settlement of the death benefit. Unless otherwise instructed by the new Contract Owner, the excess, if any, of the death benefit over the Contract Value will be allocated to the Putnam VT Government Money Market Variable Sub-Account. The new Contract Owner may exercise all rights as set forth in the Transfers provision of your Contract during this 5 year period. See the ***“Investment Alternatives: Transfers”*** subsection in the “Transfers” section of this prospectus for more information regarding transfers.

No additional purchase payments may be added to the Contract under this election. Withdrawal Charges will be waived during this 5-year period.

We reserve the right to offer additional options upon Death of Contract Owner.

If any new Contract Owner is a non-living person, all new Contract Owners will be considered to be non-living persons for the above purposes.

Under any of these options, all ownership rights, subject to any restrictions previously placed upon any Beneficiary, are available to the new Contract Owner from the date of your death to the date on which the death proceeds are paid.

In any event, the entire value of the Contract must be distributed within 5 years after the date of death unless an Income Plan is elected or a surviving spouse continues the Contract in accordance with the provisions described above.

If you elected the Earnings Protection Death Benefit Option, and your spouse continues the Contract as described above, the Earnings Protection Death Benefit Option and the daily charge for this Option will terminate if the oldest new Contract Owner and Annuitant are over age 75 on the date the Contract is continued, or if the new Contract Owner elects to terminate the Option. If the Earnings Protection Death Benefit Option is not terminated, on the date the Contract is continued, the Rider Date for this option will be reset to the date the Contract is continued ("new Rider Date"). The age of the oldest Contract Owner and Annuitant on the new Rider Date will be used to determine the Earnings Protection Death Benefit after the new Rider Date. Also, the age of the oldest Contract Owner and Annuitant on the new Rider Date will be used to determine the mortality and expense risk charge for the Option after the new Rider Date. For an example of spousal continuation of the Contract with the Earnings Protection Death Benefit Option, see Appendix E.

For Contracts with the optional Enhanced Beneficiary Protection Option:

- the Enhanced Beneficiary Protection value as defined in the Rider, with the following changes:
- "Rider Date" is replaced by the date the Contract is continued,
- "Contract Value" is replaced with the death benefit as described at the end of the Valuation Period during which we received Due Proof of Death.

Death of Annuitant. If the Annuitant who is not also the Contract Owner dies prior to the Payout Start Date, the Contract Owner must elect one of the applicable options described below.

If the Contract Owner is a living person, the Contract Owner may elect to continue the Contract as if the death had not occurred, or the Contract Owner may choose to:

1. receive the death benefit in a lump sum; or

2. apply the death benefit to one of the available Income Plans described above. The Payout Start Date must be within one year of the date of your death. Income payments must be:

    (a) over the life of the new Contract Owner,

    (b) for a guaranteed number of payments from 5 to 50 years, but not to exceed the life expectancy of the new Contract Owner, or

    (c) over the life of new Contract Owner with a guaranteed number of payments from 5 to 30 years, but not to exceed the life expectancy of the new Contract Owner.

If the Contract Owner is not the Annuitant and the Annuitant dies, the Contract Owner has 60 days from the date the company receives the complete request for settlement of the death benefit to select an income plan without incurring a tax on the entire gain in the Contract. If the Contract Owner elects to continue the Contract they will be taxed on the entire gain in the Contract computed on the date of continuance. We are required to report such gain to the IRS as income to the Contract Owner. An additional 10% federal tax may apply if the Contract Owner is under age 59 $^{1}/_{2}$. Any amount included in the Contract Owner's gross income as a result of a Contract continuance will increase the investment in the Contract for future distributions.

If the Contract Owner elects to continue the Contract or to apply the death benefit to an Income Plan, the new Annuitant will be the youngest Contract Owner, unless the Contract Owner names a different Annuitant.

If the Contract Owner is a non-living person, the Contract Owner may elect to:

1. receive the death benefit in a lump sum; or

2. receive the Contract Value payable within 5 years of the Annuitant's date of death. On the date we receive the complete request for settlement of the death benefit, the Contract Value under this option will be the death benefit. Unless otherwise instructed by the Contract Owner, the excess, if any, of the death benefit over the Contract Value will be allocated to the Putnam VT Government Money Market Variable Sub-Account. The Contract Owner may then exercise all rights as set forth in the *Transfers* provision of your Contract during this 5 year period. See the ***"Investment Alternatives: Transfers"*** subsection in the "Transfers" section of this prospectus for more information regarding transfers.

No additional purchase payments may be added to the Contract under this election. Withdrawal Charges will be waived during this 5-year period.

Under any of these options, all ownership rights are available to the non-living Contract Owner from the date of the Annuitant's death to the date on which the death proceeds are paid.

The Earnings Protection Death Benefit Option will terminate upon the death of the Annuitant unless you continue the Contract as described above. If the Contract is continued, then this Option will continue with the original Rider Date, the original rates for calculating the Earnings Protection Death Benefit, and the original mortality and expense risk charge.

If the oldest Contract Owner or Annuitant was over age 65 on the Rider Application Date and you continue the Contract, you will continue with the higher mortality and expense risk charge for this Option and the lower Earnings Protection Death Benefit associated with those ages. Therefore, it may not be to your advantage to continue the Contract with the Option if the Contract Owner and new Annuitant are younger than age 66. Your representative can help you decide whether to continue the Contract. We reserve the right to offer additional options upon Death of Annuitant.

More Information

ALLSTATE LIFE

Allstate Life is the issuer of the Contract. Allstate Life is an Illinois stock life insurance company organized in 1957.

Allstate Life is a wholly owned subsidiary of Allstate Insurance Company, a stock property-liability insurance company incorporated under the laws of Illinois. All of the capital stock issued and outstanding of Allstate Insurance Company is owned by Allstate Insurance Holdings, LLC, which is wholly owned by The Allstate Corporation.

Allstate Life is licensed to operate in the District of Columbia, Puerto Rico, and all states except New York. We intend to offer the Contract in those jurisdictions in which we are licensed. Our home office is located at 3075 Sanders Road, Northbrook, Illinois, 60062.

A large-scale pandemic, the occurrence of terrorism or military actions may have an adverse effect on our business A large-scale pandemic (such as coronavirus or COVID-19), the occurrence of terrorism or military and other actions, may result in loss of life, property damage, and disruptions to commerce and reduced economic activity. Some of the assets in our investment portfolio may be adversely affected by declines in the equity markets, changes in interest rates, reduced liquidity and economic activity caused by a large-scale pandemic. Additionally, a large-scale pandemic or terrorist act could have a material effect on sales, liquidity and operating results.

Effective June 1, 2006, Allstate Life entered into an agreement ("the Agreement") with Prudential Financial, Inc. and its subsidiary, The Prudential Insurance Company of America ("PICA") pursuant to which Allstate Life sold, through a combination of coinsurance and modified coinsurance reinsurance, substantially all of its variable annuity business. Pursuant to the Agreement Allstate Life and PICA also entered into an administrative services agreement which provides that PICA or an affiliate administer the Variable Account and the Contracts. The benefits and provisions of the Contracts have not been changed by these transactions and agreements. None of the transactions or agreements have changed the fact that we are primarily liable to you under your Contract.

Allstate Life or the principal underwriter of the Contracts, Allstate Distributors, L.L.C. ("Allstate Distributors") receives compensation from the Funds' investment adviser, distributor, or their affiliates for administrative, distribution (12b-1), or other services Allstate Distributors or we provide to the Funds. We collect this compensation under agreement between us and the Portfolio's investment adviser, administrators or distributors, and is calculated based on a percentage of the average assets allocated to the Portfolio.

VARIABLE ACCOUNT

Allstate Life established the Allstate Financial Advisors Separate Account I ("Variable Account") in 1999. The Contracts were previously issued through Allstate Life Insurance Company Separate Account A. Effective May 1, 2004, the Variable Account combined with Allstate Life Insurance Company Separate Account A and consolidated duplicative Variable Sub-Accounts that invested in the same Fund (the "Consolidation"). The Accumulation Unit Values for the Variable Sub-Accounts in which you invest did not change as a result of the Consolidation, and your Contract Value immediately after the Consolidation was the same as the value immediately before the Consolidation. We have registered the Variable Account with the SEC as a unit investment trust. The SEC does not supervise the management of the Variable Account or Allstate Life.

We own the assets of the Variable Account. The Variable Account is a segregated asset account under Illinois law. That means we account for the Variable Account's income, gains and losses separately from the results of our other operations. It also means that only the assets of the Variable Account that are in excess of the reserves and other Contract liabilities with respect to the Variable Account are subject to liabilities relating to our other operations. Our obligations arising under the Contracts are general corporate obligations of Allstate Life.

The Variable Account consists of multiple Variable Sub-Accounts, each of which invests in a corresponding Fund. We may add new Variable Sub-Accounts or eliminate one or more of them, if we believe marketing, tax, or investment conditions so warrant. We do not guarantee the investment performance of the Variable Account, its Sub-Accounts or the Funds. We may use the Variable Account to fund our other annuity contracts. We will account separately for each type of annuity contract funded by the Variable Account.

THE FUNDS

Dividends and Capital Gain Distributions. We automatically reinvest all dividends and capital gains distributions from the Funds in shares of the distributing Funds at their net asset value.

Voting Privileges. As a general matter, you do not have a direct right to vote the shares of the Funds held by the Variable Sub-Accounts to which you have allocated your Contract Value. Under current law, however, you are entitled to give us instructions on how to vote those shares on certain matters. Based on our present view of the law, we will vote the shares of the Funds that we hold directly or indirectly through the Variable Account in accordance with instructions that we receive from Contract Owners entitled to give such instructions.

As a general rule, before the Payout Start Date, the Contract Owner or anyone with a voting interest is the person entitled to give voting instructions. The number of shares that a person has a right to instruct will be determined by dividing the Contract Value allocated to the applicable Variable Sub-Account by the net asset value per share of the corresponding Fund as of the record date of the meeting. After the Payout Start Date the person receiving income payments has the voting interest. The payee's number of votes will be determined by dividing the reserve for such Contract allocated to the applicable Sub-Account by the net asset value per share of the corresponding Fund. The votes decrease as income payments are made and as the reserves for the Contract decrease.

We will vote shares attributable to Contracts for which we have not received instructions, as well as shares attributable to us, in the same proportion as we vote shares for which we have received instructions, unless we determine that we may vote such shares in our own discretion. We will apply voting instructions to abstain on any item to be voted upon on a pro-rata basis to reduce the votes eligible to be cast.

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

Changes in Funds. If the shares of any of the Funds are no longer available for investment by the Variable Account or if, in our judgment, further investment in such shares is no longer desirable in view of the purposes of the Contract, we may eliminate that Fund and substitute shares of another eligible investment fund. Any substitution of securities will comply with the requirements of the Investment Company Act of 1940. We also may add new Variable Sub-Accounts that invest in additional underlying funds. We will notify you in advance of any change.

Conflicts of Interest. The Funds sell their shares to separate accounts underlying both variable life insurance and variable annuity contracts. It is conceivable that in the future it may be unfavorable for variable life insurance separate accounts and variable annuity separate accounts to invest in the same Fund. The board of directors of the Funds monitors for possible conflicts among separate accounts buying shares of the Funds. Conflicts could develop for a variety of reasons. For example, differences in treatment under tax and other laws or the failure by a separate account to comply with such laws could cause a conflict. To eliminate a conflict, the Funds' board of directors may require a separate account to withdraw its participation in a Fund. A Fund's net asset value could decrease if it had to sell investment securities to pay redemption proceeds to a separate account withdrawing because of a conflict.

THE CONTRACTS

Distribution. Allstate Distributors, L.L.C. ("Allstate Distributors"), a wholly owned subsidiary of Allstate Life, will serve as principal underwriter of the Contracts. Allstate Distributors is a registered broker dealer under the Securities Exchange Act of 1934, as amended, ("Exchange Act") and a member of FINRA. Contracts are sold by registered representatives of unaffiliated broker-dealers or bank employees who are licensed insurance agents appointed by Allstate Life, either individually or through an incorporated insurance agency and have entered into a selling agreement with Allstate Distributors to sell the Contract.

We will pay commissions to broker-dealers who sell the Contracts. Commissions paid may vary, but we estimate that the total commission paid on all Contract sales will not exceed 8.5% of all purchase payments. From time to time, we may pay or permit other promotional incentives, in cash or credit or other compensation. The commission is intended to cover distribution expenses. In some states, Contracts may be sold by representatives or employees of banks.

Allstate Life may pay Allstate Distributors a commission for distribution of the Contracts. The underwriting agreement with Allstate Distributors provides that we will reimburse Allstate Distributors for expenses incurred in distributing the Contracts, including any liability to Contract Owners arising out of services rendered or Contracts issued.

For **Putnam Allstate Advisor Contracts** issued to employees of Allstate Life and certain other eligible organizations, and in lieu of Allstate Life paying any commissions on sales of those Contracts, the Contract Owner will receive a credit of 6% of the amount of each purchase payment that will be applied to each purchase payment. Allstate Life will allocate this credit in the same allocation as your most recent instruction. If you exercise your Right to Cancel your Contract as described in this prospectus, we will return to you the amount you would have received had there been no credit. Unless we are required by law to return your purchase payments, this amount also will include any charges deducted that reduced your Contract Value prior to cancellation, plus any investment gain on the credit. The credit may not be available in all states. We do not consider the credit to be an "investment in the contract" for income tax purposes.

Administration:

Administration. We have primary responsibility for all administration of the Contracts and the Variable Account. We entered into an administrative services agreement with The Prudential Insurance Company of America ("PICA") whereby, PICA or an affiliate provides administrative services to the Variable Account and the Contracts on our behalf. In addition, PICA entered into a master services agreement with se2, LLC, of 5801 SW 6th Avenue, Topeka, Kansas 66636, whereby se2, LLC provides certain business process outsourcing services with respect to the Contracts. se2, LLC may engage other service providers to provide certain administrative functions. These service providers may change over time, and as of December 31, 2019, consisted of the following: Donnelley Financial Solutions, formerly an RR Donnelley company (compliance printing and mailing) located at 35 West Wacker

Drive, Chicago, IL 60601; Iron Mountain Information Management, LLC (file storage and document destruction) located at 1 Federal Street, Boston, MA 02110; TierPoint, LLC (back-up printing and disaster recovery) located at 9394 West Dodge Rd, Suite 100, Omaha, NE 68114; SOVOS Compliance (withholding calculations and tax statement mailing) located at 3650 Annapolis Lane, Suite 190, Plymouth, MN 55447; Records Center of Topeka, a division of Underground Vaults & Storage, Inc. (back-up tapes storage) located at 1540 NW Gage Blvd. #6, Topeka, KS 66618; Venio LLC, d/b/a Keane (lost shareholder search) located at PO Box 1508, Southeastern, PA 19399-1508; Broadridge Output Solutions, Inc., successor in interest to Broadridge Customer Communications Central, LLC (printing and mailing anniversary statements, financial confirmations, automated letters and quarterly statements) located at 2600 Southwest Blvd., Kansas City, MO 64108.

In administering the Contracts, the following services are provided, among others:

- maintenance of Contract Owner records;
- Contract Owner services;
- calculation of unit values;
- maintenance of the Variable Account; and
- preparation of Contract Owner reports.

We will send you Contract statements at least annually. We will also send you transaction confirmations. You should notify us promptly in writing of any address change. You should read your statements and confirmations carefully and verify their accuracy. You should contact us promptly if you have a question about a periodic statement or a confirmation. We will investigate all complaints and make any necessary adjustments retroactively, but you must notify us of a potential error within a reasonable time after the date of the questioned statement. If you wait too long, we will make the adjustment as of the date that we receive notice of the potential error.

Correspondence sent by regular mail to our Annuity Service Center should be sent to the address shown above. Your correspondence will be picked up at this address and then delivered to our Annuity Service Center. Your correspondence is not considered received by us until it is received at our Annuity Service Center. Where this prospectus refers to the day when we receive a purchase payment, request, election, notice, transfer or any other transaction request from you, we mean the day on which that item (or the last requirement needed for us to process that item) arrives in complete and proper form at our Annuity Service Center or via the appropriate telephone or fax number if the item is a type we accept by those means. There are two main exceptions: if the item arrives at our Annuity Service Center (1) on a day that is not a business day, or (2) after the close of a business day, then, in each case, we are deemed to have received that item on the next business day.

We will also provide you with additional periodic and other reports, information and prospectuses as may be required by federal securities laws.

NON-QUALIFIED ANNUITIES HELD WITHIN A QUALIFIED PLAN

If you use the Contract within an employer sponsored qualified retirement plan, the plan may impose different or additional conditions or limitations on withdrawals, waivers of withdrawal charges, death benefits, Payout Start Dates, income payments, and other Contract features. In addition, adverse tax consequences may result if qualified plan limits on distributions and other conditions are not met. Please consult your qualified plan administrator for more information. Allstate Life no longer issues deferred annuities to employer sponsored qualified retirement plans.

LEGAL PROCEEDINGS

There are no pending legal proceedings to which the Separate Account is a party. Allstate Life is engaged from time to time in routine lawsuits, which, in management's judgment, are not likely to have a material effect, either individually or in the aggregate, on the operating results, cash flows or financial position of Allstate Life.

LEGAL MATTERS

Certain matters of state law pertaining to the Contracts, including the validity of the Contracts and Allstate Life's right to issue such Contracts under applicable state insurance law, have been passed upon by Angela K. Fontana, General Counsel of Allstate Life.

Taxes

The following discussion is general and is not intended as tax advice. Allstate Life makes no guarantee regarding the tax treatment of any Contract or transaction involving a Contract.

Federal, state, local and other tax consequences of ownership or receipt of distributions under an annuity contract depend on your individual circumstances. The federal income tax treatment of the Annuity is unclear in certain circumstances, and you should always consult a qualified tax adviser regarding the application of law to individual circumstances.

TAXATION OF ALLSTATE LIFE INSURANCE COMPANY

Allstate Life is taxed as a life insurance company under Part I of Subchapter L of the Code. Since the Variable Account is not an entity separate from Allstate Life, and its operations form a part of Allstate Life, it will not be taxed separately. Investment income and realized capital gains of the Variable Account are automatically applied to increase reserves under the Contract. Under existing federal income tax law, Allstate Life believes that the Variable Account investment income and capital gains will not be taxed to the extent that such income and gains are applied to increase the reserves under the Contract. Accordingly, Allstate Life does not anticipate that it will incur any federal income tax liability attributable to the Variable Account, and therefore Allstate Life does not intend to make provisions for any such taxes. Allstate Life will periodically review the issue of charging for taxes on investment income or capital gains of the Variable Account, and may impose a charge against the Variable Account in order to make provision for such taxes.

TAXATION OF VARIABLE ANNUITIES IN GENERAL

Tax Deferral. Generally, you are not taxed on increases in the Contract Value until a distribution occurs. This rule applies only where:

- the Contract Owner is a natural person,
- the investments of the Variable Account are "adequately diversified" according to Treasury Department regulations, and
- Allstate Life is considered the owner of the Variable Account assets for federal income tax purposes.

Non-Natural Owners. Non-natural owners are also referred to as Non Living Owners in this prospectus. As a general rule, annuity contracts owned by non-natural persons such as corporations, trusts, or other entities are not treated as annuity contracts for federal income tax purposes. The income on such contracts does not enjoy tax deferral and is taxed as ordinary income received or accrued by the non-natural owner during the taxable year.

Exceptions to the Non-Natural Owner Rule. There are several exceptions to the general rule that annuity contracts held by a non-natural owner are not treated as annuity contracts for federal income tax purposes. Contracts will generally be treated as held by a natural person if the nominal owner is a trust or other entity which holds the contract as agent for a natural person. However, this special exception will not apply in the case of an employer who is the nominal owner of an annuity contract under a non-Qualified deferred compensation arrangement for its employees. Other exceptions to the non-natural owner rule are: (1) contracts acquired by an estate of a decedent by reason of the death of the decedent; (2) certain qualified contracts; (3) contracts purchased by employers upon the termination of certain Qualified Plans; (4) certain contracts used in connection with structured settlement agreements; and (5) immediate annuity contracts, purchased with a single premium, when the annuity starting date is no later than a year from purchase of the annuity and substantially equal periodic payments are made, not less frequently than annually, during the annuity period.

Trusts are required to complete and submit a Certificate of Entity form, and we will tax report based on the information provided on this form.

Grantor Trust Owned Annuity. Contracts owned by a grantor trust are considered owned by a non-natural owner. Grantor trust owned contracts receive tax deferral as described in the Exceptions to the Non-Natural Owner Rule section provided that all grantors of the trust are natural persons. In accordance with the Code, upon the death of the annuitant, the death benefit must be paid. According to your Contract, the Death Benefit is paid to the beneficiary. A trust named beneficiary, including a grantor trust, has two options for receiving any death benefits: 1) a lump sum payment, or 2) payment deferred up to five years from date of death.

Diversification Requirements. For a Contract to be treated as an annuity for federal income tax purposes, the investments in the Variable Account of a Non-qualified Annuity must be "adequately diversified" consistent with standards under Treasury Department regulations. If the investments in the Variable Account are not adequately diversified, the Contract will not be treated as an annuity contract for federal income tax purposes. As a result, the income on the Contract will be taxed as ordinary income received or accrued by the Contract owner during the taxable year. Although Allstate Life does not have control over the Portfolios or their investments, we expect the Portfolios to meet the diversification requirements.

Ownership Treatment. The IRS has stated that a contract owner will be considered the owner of separate account assets if he possesses incidents of ownership in those assets, such as the ability to exercise investment control over the assets. At the time the diversification regulations were issued, the Treasury Department announced that the regulations do not provide guidance concerning circumstances in which investor control of the separate account investments may cause a Contract owner to be treated as the owner of the separate account. The Treasury Department also stated that future guidance would be issued regarding the extent that owners could direct sub-account investments without being treated as owners of the underlying assets of the separate account.

Your rights under the Contract are different than those described by the IRS in private and published rulings in which it found that Contract owners were not owners of separate account assets. For example, if your contract offers more than twenty (20) investment alternatives you have the choice to allocate premiums and contract values among a broader selection of investment alternatives than described in such rulings. You may be able to transfer among investment alternatives more frequently than in such rulings. These differences could result in you being treated as the owner of the Variable Account. If this occurs, income and gain from the Variable Account assets would be includible in your gross income. Allstate Life does not know what standards will be set forth in any regulations or rulings which the Treasury Department may issue. It is possible that future standards announced by the Treasury

Department could adversely affect the tax treatment of your Contract. We reserve the right to modify the Contract as necessary to attempt to prevent you from being considered the federal tax owner of the assets of the Variable Account. However, we make no guarantee that such modification to the Contract will be successful.

Cost Basis. Generally, the cost basis in an annuity is the amount you pay into your annuity, or into annuity exchanged for your annuity, on an after-tax basis less any withdrawals of such payments. Cost basis for a qualified retirement plan is provided only in limited circumstances, such as for contributions to a Roth IRA or nondeductible contributions to a traditional IRA. We do not track cost basis for qualified retirement plans, which is the responsibility of the Contract Owner.

Taxation of Partial and Full Withdrawals. If you make a partial withdrawal under a Non-Qualified Contract, the amount you receive will be taxed as ordinary income, rather than as return of cost basis, until all gain has been withdrawn. If you make a full withdrawal under a Non-Qualified Contract, the amount received will be taxable only to the extent it exceeds the cost basis in the Contract. An exception to this treatment exists for contracts purchased prior to August 14, 1982. Withdrawals are treated as a return of cost basis in the Annuity first until Purchase Payments made before August 14, 1982 are withdrawn. Moreover, income allocable to Purchase Payments made before August 14, 1982, is not subject to the additional 10% tax.

Taxation of Annuity Payments. Generally, the rule for income taxation of annuity payments received from a Non-Qualified Contract provides for the return of your cost basis in the Contract in equal tax-free amounts over the payment period. The balance of each payment received is taxable. For fixed annuity payments, the amount excluded from income is determined by multiplying the payment by the ratio of the cost basis in the Contract (adjusted for any refund feature or period certain) to the total expected value of annuity payments for the term of the Contract. If you elect variable annuity payments, the amount excluded from taxable income is determined by dividing the cost basis in the Contract by the total number of expected payments. The annuity payments will be fully taxable after the total amount of the cost basis in the Contract is excluded using these ratios. If any variable payment is less than the excludable amount you should contact a tax advisor to determine how to report any unrecovered investment. The federal tax treatment of annuity payments is unclear in some respects. As a result, if the IRS should provide further guidance, it is possible that the amount we calculate and report to the IRS as taxable could be different. If you die, and annuity payments cease before the total amount of the cost basis in the Contract is recovered, the unrecovered amount may be allowed as a deduction for your last taxable year. Under the Tax Cuts and Jobs Act of 2017, this deduction is suspended until after 2025.

Maximum Annuity Date. You must commence annuity payments no later than the first day of the calendar month following the maximum Annuity Date for your Annuity. Upon reaching the maximum Annuity Date you can no longer make Purchase Payments, surrender, exchange, or transfer your contract. The maximum Annuity Date may be the same as the Latest Annuity Date as described elsewhere in this prospectus. For some of our Annuities, you can choose to defer the Annuity Date beyond the default or Latest Annuity Date, as applicable, described in your Annuity. However, the IRS may not then consider your Annuity to be an Annuity under the tax law.

Partial Annuitization. An individual may partially annuitize their non-qualified annuity if the contract so permits. The tax law includes a provision which allows for a portion of a non-qualified annuity, endowment or life insurance contract to be annuitized while the balance is not annuitized. The annuitized portion must be paid out over 10 or more years or over the lives of one or more individuals. The annuitized portion of the contract is treated as a separate contract for purposes of determining taxability of the payments under Section 72 of the Code. We do not currently permit partial annuitization.

Taxation of Level Monthly Variable Annuity Payments. You may have an option to elect a variable income payment stream consisting of level monthly payments that are recalculated annually. Although we will report your levelized payments to the IRS in the year distributed, it is possible the IRS could determine that receipt of the first monthly payout of each annual amount is constructive receipt of the entire annual amount. If the IRS were to take this position, the taxable amount of your levelized payments would be accelerated to the time of the first monthly payout and reported in the tax year in which the first monthly payout is received.

Withdrawals After the Payout Start Date. Federal tax law is unclear regarding the taxation of any additional withdrawal received after the Payout Start Date. It is possible that a greater or lesser portion of such a payment could be taxable than the amount we determine.

Distribution at Death Rules. In order to be considered an annuity contract for federal income tax purposes, the Contract must provide:

- if any Contract Owner dies on or after the Payout Start Date but before the entire interest in the Contract has been distributed, the remaining portion of such interest must be distributed at least as rapidly as under the method of distribution being used as of the date of the Contract Owner's death;
- if any Contract Owner dies prior to the Payout Start Date, the entire interest in the Contract will be distributed within 5 years after the date of the Contract Owner's death. These requirements are satisfied if any portion of the Contract Owner's interest that is payable to (or for the benefit of) a designated Beneficiary is distributed over the life of such Beneficiary (or over a period not extending beyond the life expectancy of the Beneficiary) and the distributions begin within 1 year of the Contract Owner's death. If the Contract Owner's designated Beneficiary is the surviving spouse of the Contract Owner, the Contract may be continued with the surviving spouse as the new Contract Owner;

- if the Contract Owner is a non-natural person, then the Annuitant will be treated as the Contract Owner for purposes of applying the distribution at death rules. In addition, a change in the Annuitant on a Contract owned by a non-natural person will be treated as the death of the Contract Owner.

Taxation of Annuity Death Benefits.

If an Owner dies before the Annuity Date, the Death Benefit distributions are subject to ordinary income tax to the extent the distribution exceeds the cost basis in the Annuity. The value of the Death Benefit, as determined under federal law, is also included in the Owner's estate for federal estate tax purposes. Generally, the same income tax rules described above would also apply to amounts received by your Beneficiary. Choosing an option other than a lump sum Death Benefit may defer taxes. Certain minimum distribution requirements apply upon your death, as discussed further below in the Annuity Qualification section. Tax consequences to the Beneficiary vary depending upon the Death Benefit payment option selected. Generally, for payment of the Death Benefit:

- As a lump sum payment, the Beneficiary is taxed in the year of payment on gain in the Annuity.
- Within 5 years of death of Owner, the Beneficiary is taxed on the lump sum payment. The Death Benefit must be taken as one lump sum payment within 5 years of the death of the Owner. Partial withdrawals are not permitted.
- Under an Annuity or Annuity settlement option where distributions begin within one year of the date of death of the Owner, the Beneficiary is taxed on each payment with part as gain and part as return of cost basis. After the full amount of cost basis has been recovered tax-free, the full amount of the annuity payments will be taxable.

After the Annuity Date, if a period certain remains under the annuity option and the Annuitant dies before the end of that period, any remaining payments made to the Beneficiary will be fully excluded from income until the remaining investment in the contract is recovered and all annuity payments thereafter are fully includible in income. If we allow the Beneficiary to commute the remaining payments in a lump sum, the proceeds will be taxable as a surrender.

Medicare Tax on Net Investment Income The Patient Protection and Affordable Care Act, enacted in 2010, included a Medicare tax on investment income. This tax assesses a 3.8% surtax on the lesser of (1) net investment income or (2) the excess of "modified adjusted gross income" over a threshold amount. The "threshold amount" is $250,000 for married taxpayers filing jointly or qualifying widow(er) with dependent child, $125,000 for married taxpayers filing separately, $200,000 for all others, and approximately $12,750 for trusts. The taxable portion of payments received as a withdrawal, surrender, annuity payment, death benefit payment or any other actual or deemed distribution under the contract will be considered investment income for purposes of this surtax.

10% Additional Tax on Premature Distributions. A 10% additional tax applies to the taxable amount of any premature distribution from a non-Qualified Contract. The additional tax generally applies to any distribution made prior to the date you attain age 59 $^1/_2$. However, no additional tax is incurred on distributions:

- made on or after the date the Contract Owner attains age 59 1/2,
- the amount is paid on or after the death of the Contract Owner (or the death of the Annuitant when the owner is not an individual);
- the amount received is attributable to the Contract Owner becoming disabled (as defined in the Code);
- made in substantially equal periodic payments (as defined by the Code) over the Contract Owner's life or life expectancy, or over the joint lives or joint life expectancies of the Contract Owner and the Beneficiary,
- made under an immediate annuity (within the meaning of the Code)and the annuity start date is no more than one year from the date of purchase (the first monthly annuity payment must commence within 13 months of the date of purchase), or
- attributable to investment in the Contract before August 14, 1982.

You should consult a tax advisor to determine how these exceptions may apply to your situation.

Substantially Equal Periodic Payments. With respect to non-Qualified Contracts using substantially equal periodic payments or immediate annuity payments as an exception to the additional tax on premature distributions, any additional withdrawal or other material modification of the payment stream would violate the requirement that payments must be substantially equal. Failure to meet this requirement would mean that the income portion of each payment received prior to the later of 5 years or the Contract Owner's attaining age 59 $^1/_2$ would be subject to a 10% additional tax unless another exception to the additional tax applied. The tax for the year of the modification is increased by the additional tax that would have been imposed without the exception, plus interest for the years in which the exception was used. A material modification does not include permitted changes described in published IRS rulings. You should consult a tax advisor prior to creating or modifying a substantially equal periodic payment stream.

Special Rules in Relation to Tax-free Exchanges Under Section 1035. Section 1035 of the Code permits certain tax-free exchanges of a life insurance, annuity or endowment contract for an annuity, including tax-free exchanges of annuity death benefits for a Beneficiary Annuity. The contract owner(s) must be the same on the old and new contract. Basis from the old contract carries over to the new contract so long as we receive that information from the relinquishing company. If basis information is never received, we will assume that all exchanged funds represent earnings and will allocate no cost basis to them. After you elect an Income Plan as described in the Income Payments section earlier in the prospectus, you are not eligible for a tax-free exchange under Section 1035.

Partial Exchanges. The IRS has issued rulings that permit partial exchanges of annuity contracts. Effective for exchanges on or after October 24, 2011, where there is a surrender or distribution from either the initial annuity contract or receiving annuity contract within 180 days of the date on which the partial exchange was completed (other than an amount received as an annuity for a period of 10 years or more or during one or more lives), the IRS may not treat the transaction as a tax-free Section 1035 exchange. The IRS will apply general tax rules to determine the substance and treatment of transactions in such cases.

If a partial exchange is retroactively negated, the amount originally transferred to the recipient contract is treated as a withdrawal from the source contract, taxable to the extent of any gain in that contract on the date of the exchange. An additional 10% tax may also apply if the Contract Owner is under age 59 $^1/_2$. Your Contract may not permit partial exchanges.

Taxation of Ownership Changes. If you transfer a non-Qualified Contract without full and adequate consideration to a person other than your spouse (or to a former spouse incident to a divorce), you will be taxed on the difference between the Contract Value and the investment in the Contract at the time of transfer. Any assignment or pledge (or agreement to assign or pledge) of the Contract Value is taxed as a withdrawal of such amount or portion and may also incur the 10% additional tax. If the entire Account Value is assigned or pledged, subsequent increases in the Account Value are also treated as withdrawals for as long as the assignment or pledge remains in place. The cost basis is increased by the amount includible in income with respect to such assignment or pledge.

Aggregation of Annuity Contracts. The Code requires that all non-Qualified deferred annuity contracts issued by Allstate Life (or its affiliates) to the same Contract Owner during any calendar year be aggregated and treated as one annuity contract for purposes of determining the taxable amount of a distribution.

INCOME TAX WITHHOLDING

Generally, Allstate Life is required to withhold federal income tax at a rate of 10% from all non-annuitized distributions. The customer may elect out of withholding by completing and signing a withholding election form. If no election is made or no U.S. taxpayer identification number is provided we will automatically withhold the required 10% of the taxable amount. In certain states, if there is federal withholding, then state withholding is also mandatory.

Allstate Life is required to withhold federal income tax using the wage withholding rates for all annuitized distributions. The customer may elect out of withholding by completing and signing a withholding election form. If no election is made, we will automatically withhold using married with three exemptions as the default. If no U.S. taxpayer identification number is provided, we will automatically withhold using single with zero exemptions as the default. In certain states, if there is federal withholding, then state withholding is also mandatory.

Election out of withholding is valid only if the customer requests payment be made to a U.S. address and provides a taxpayer identification number.

Generally, Code Section 1441 provides that Allstate Life as a withholding agent must withhold 30% of the taxable amounts paid to a non-resident alien. A non-resident alien is someone other than a U.S. citizen or resident alien. We require an original IRS Form W-8 (BEN, BEN-E,EXP,ECI,IMY) (Generally a Form W-8BEN is the appropriate form) at issue to certify the owners' foreign status. Withholding may be reduced or eliminated if covered by an income tax treaty between the U.S. and the non-resident alien's country of residence if the payee provides a U.S. taxpayer identification number on a fully completed Form W-8(BEN, BEN-E,EXP,ECI,IMY). A U.S. taxpayer identification number is a social security number or an individual taxpayer identification number ("ITIN"). ITINs are issued by the IRS to non-resident alien individuals who are not eligible to obtain a social security number. The U.S. does not have a tax treaty with all countries nor do all tax treaties provide an exclusion or lower withholding rate for annuities.

TAX QUALIFIED CONTRACTS

The income on tax sheltered annuity (TSA) and IRA investments is tax deferred, and the income from annuities held by such plans does not receive any additional tax deferral. You should review the annuity features, including all benefits and expenses, prior to purchasing an annuity as a TSA or IRA. Tax Qualified Contracts are contracts purchased as or in connection with:

- Individual Retirement Annuities (IRAs) under Code Section 408(b);
- Roth IRAs under Code Section 408A;
- Simplified Employee Pension (SEP IRA) under Code Section 408(k);
- Savings Incentive Match Plans for Employees (SIMPLE IRA) under Code Section 408(p);
- Tax Sheltered Annuities under Code Section 403(b);
- Corporate and Self Employed Pension and Profit Sharing Plans under Code Section 401; and
- State and Local Government and Tax-Exempt Organization Deferred Compensation Plans under Code Section 457.

Allstate Life reserves the right to limit the availability of the Contract for use with any of the retirement plans listed above or to modify the Contract to conform with tax requirements. If you use the Contract within an employer sponsored qualified retirement plan, the plan may impose different or additional conditions or limitations on withdrawals, waiver of charges, death benefits, Payout Start Dates, income payments, and other Contract features. In addition, adverse tax consequences may result if Qualified Plan limits on distributions and other conditions are not met. Please consult your Qualified Plan administrator for more information. Allstate Life no longer issues deferred annuities to employer sponsored qualified retirement plans.

The tax rules applicable to participants with tax qualified annuities vary according to the type of contract and the terms and conditions of the endorsement. Adverse tax consequences may result from certain transactions such as excess contributions, premature distributions, and, distributions that do not conform to specified commencement and minimum distribution rules. Allstate Life can issue an individual retirement annuity on a rollover or transfer of proceeds from a decedent's IRA, TSA, or employer sponsored retirement plan under which the decedent's surviving spouse is the beneficiary. Allstate Life does not offer an individual retirement annuity that can accept a transfer of funds for any other, non-spousal, beneficiary of a decedent's IRA, TSA, or employer sponsored qualified retirement plan. Note that in 2014, the U.S. Supreme Court ruled that Inherited IRAs, other than IRAs inherited by the owner's spouse, do not qualify as retirement assets for purposes of protection under the federal bankruptcy laws.

Please refer to your Endorsement for IRAs or 403(b) plans, if applicable, for additional information on your death settlement options. In the case of certain Qualified Plans, the terms of the Qualified Plan Endorsement and the plans may govern the right to benefits, regardless of the terms of the Contract.

Taxation of Withdrawals from an Individually Owned Tax Qualified Contract. If you make a partial withdrawal under a Tax Qualified Contract other than a Roth IRA, the portion of the payment that bears the same ratio to the total payment that the investment in the Contract (i.e., nondeductible IRA contributions) bears to the Contract Value, is excluded from your income. We do not keep track of nondeductible contributions, and generally all tax reporting of distributions from Tax Qualified Contracts other than Roth IRAs will indicate that the distribution is fully taxable.

"Qualified distributions" from Roth IRAs are not included in gross income. "Qualified distributions" are any distributions made more than five taxable years after the taxable year of the first contribution to any Roth IRA and which are:

- made on or after the date the Contract Owner attains age 59 1/2,
- made to a beneficiary after the Contract Owner's death,
- attributable to the Contract Owner being disabled, or
- made for a first time home purchase (first time home purchases are subject to a lifetime limit of $10,000).

"Nonqualified distributions" from Roth IRAs are treated as made from contributions first and are included in gross income only to the extent that distributions exceed contributions.

Required Minimum Distributions. Generally, Tax Qualified Contracts (excluding Roth IRAs) require minimum distributions upon reaching age 70 $^{1}/_{2}$ (or age 72, for distributions required to be made after December 31, 2019, with respect to individuals who attain 70 ½ after such date). Failure to withdraw the required minimum distribution will result in a 50% tax penalty on the shortfall not withdrawn from the Contract. Effective December 31, 2005, the IRS requires annuity contracts to include the actuarial present value of other benefits for purposes of calculating the required minimum distribution amount. These other benefits may include accumulation, income, or death benefits. Not all income plans offered under the Contract satisfy the requirements for minimum distributions. Because these distributions are required under the Code and the method of calculation is complex, please see a tax advisor.

The Death Benefit and Tax Qualified Contracts. Pursuant to the Code and IRS regulations, an IRA (e.g., traditional IRA, Roth IRA, SEP IRA and SIMPLE IRA) may not invest in life insurance contracts. However, an IRA may provide a death benefit that equals the greater of the purchase payments or the Contract Value. The Contract offers a death benefit that in certain circumstances may exceed the greater of the purchase payments or the Contract Value. We believe that the Death Benefits offered by your Contract do not constitute life insurance under these regulations.

It is also possible that certain death benefits that offer enhanced earnings could be characterized as an incidental death benefit. If the death benefit were so characterized, this could result in current taxable income to a Contract Owner. In addition, there are limitations on the amount of incidental death benefits that may be provided under Qualified Plans, such as in connection with a TSA or employer sponsored qualified retirement plan.

Allstate Life reserves the right to limit the availability of the Contract for use with any of the Qualified Plans listed above.

10% Additional Tax on Premature Distributions from Tax Qualified Contracts. A 10% additional tax applies to the taxable amount of any premature distribution from a Tax Qualified Contract. The additional tax generally applies to any distribution made prior to the date you attain age 59 $^{1}/_{2}$. However, no additional tax is incurred on distributions:

- made on or after the date the Contract Owner attains age 59 1/2,

- made as a result of the Contract Owner's death or total disability,
- made in substantially equal periodic payments (as defined by the Code) over the Contract Owner's life or life expectancy, or over the joint lives or joint life expectancies of the Contract Owner and the Beneficiary,
- made after separation from service after age 55 (does not apply to IRAs),
- made pursuant to an IRS levy,
- made for certain medical expenses,
- made to pay for health insurance premiums while unemployed (applies only for IRAs),
- made for qualified higher education expenses (applies only for IRAs)
- made for a first time home purchase (up to a $10,000 lifetime limit and applies only for IRAs),
- made for qualified expenses after the birth or adoption of a child ($5,000 limit on expenses incurred within 1 year after birth or adoption), and
- from an IRA or attributable to elective deferrals under a 401(k) plan, 403(b) annuity, or certain similar arrangements made to individuals who (because of their being members of a reserve component) are ordered or called to active duty after Sept. 11, 2001, for a period of more than 179 days or for an indefinite period; and made during the period beginning on the date of the order or call to duty and ending at the close of the active duty period.

During the first 2 years of the individual's participation in a SIMPLE IRA, distributions that are otherwise subject to the additional tax on premature distributions, will be subject to a 25% additional tax.

You should consult a tax advisor to determine how these exceptions may apply to your situation.

Substantially Equal Periodic Payments on Tax Qualified Contracts. With respect to Tax Qualified Contracts using substantially equal periodic payments as an exception to the additional tax on premature distributions, any additional withdrawal or other material modification of the payment stream would violate the requirement that payments must be substantially equal. Failure to meet this requirement would mean that the income portion of each payment received prior to the later of 5 years or the taxpayer's attaining age $59\ ^1/_2$ would be subject to a 10% additional tax unless another exception to the additional tax applied. The tax for the year of the modification is increased by the additional tax that would have been imposed without the exception, plus interest for the years in which the exception was used. A material modification does not include permitted changes described in published IRS rulings. You should consult a tax advisor prior to creating or modifying a substantially equal periodic payment stream.

Income Tax Withholding on Tax Qualified Contracts. Generally, Allstate Life is required to withhold federal income tax at a rate of 10% from all non-annuitized distributions that are not considered "eligible rollover distributions." The customer may elect out of withholding by completing and signing a withholding election form. If no election is made or if no U.S. taxpayer identification number is provided, we will automatically withhold the required 10% from the taxable amount. In certain states, if there is federal withholding, then state withholding is also mandatory. Allstate Life is required to withhold federal income tax at a rate of 20% on all "eligible rollover distributions" unless you elect to make a "direct rollover" of such amounts to an IRA or eligible retirement plan. Eligible rollover distributions generally include all distributions from Tax Qualified Contracts, including TSAs but excluding IRAs, with the exception of:

- required minimum distributions, or,
- a series of substantially equal periodic payments made over a period of at least 10 years, or,
- a series of substantially equal periodic payments made over the life (joint lives) of the participant (and beneficiary), or,
- hardship distributions.

With respect to any Contract held under a Section 457 plan or by the trustee of a Section 401 Pension or Profit Sharing Plan, we will not issue payments directly to a plan participant or beneficiary. Consequently, the obligation to comply with the withholding requirements described above will be the responsibility of the plan.

For all annuitized distributions that are not subject to the 20% withholding requirement, Allstate Life is required to withhold federal income tax using the wage withholding rates. The customer may elect out of withholding by completing and signing a withholding election form. If no election is made, we will automatically withhold using married with three exemptions as the default. If no U.S. taxpayer identification number is provided, we will automatically withhold using single with zero exemptions as the default. In certain states, if there is federal withholding, then state withholding is also mandatory.

Election out of withholding is valid only if the customer provides a taxpayer identification number and has payment made to a U.S. address.

Generally, Code Section 1441 provides that Allstate Life as a withholding agent must withhold 30% of the taxable amounts paid to a non-resident alien. A non-resident alien is someone other than a U.S. citizen or resident alien. We require an original IRS Form W-8 at issue to certify the owners' foreign status. Withholding may be reduced or eliminated if covered by an income tax treaty between the U.S. and the non-resident alien's country of residence if the payee provides a U.S. taxpayer identification number on a fully completed Form W-8(BEN,BEN-E,EXP,ECI,IMY) (Generally a Form W-8BEN is the appropriate form). A U.S. taxpayer identification number is a social security number or an individual taxpayer identification number ("ITIN"). ITINs are issued by the IRS to non-resident alien individuals who are not eligible to obtain a social security number. The U.S. does not have a tax treaty with all countries nor do all tax treaties provide an exclusion or lower withholding rate for annuities.

Charitable IRA Distributions. Certain qualified IRA distributions for charitable purposes are eligible for an exclusion from gross income, up to $100,000 for otherwise taxable IRA distributions from a traditional or Roth IRA. A qualified charitable distribution is a distribution that is made (1) directly by the IRA trustee to certain qualified charitable organizations and (2) on or after the date the IRA owner attains age 70 ½ (or age 72, for distributions required to be made after December 31, 2019, with respect to individuals who attain 70 ½ after such date). Distributions that are excluded from income under this provision are not taken into account in determining the individual's deductions, if any, for charitable contributions. Effective 2020, the amount of your qualified charitable distributions that are excluded from income for a tax year is reduced (but not below zero) by the excess of: (1) the total amount of your IRA deductions allowed for all tax years ending on or after the date you attain age 70½, over (2) the total amount of reductions for all tax years preceding the current tax year.

The IRS has indicated that an IRA trustee is not responsible for determining whether a distribution to a charity is one that satisfies the requirements of the charitable giving incentive. Consistent with the applicable IRS instructions, we report these distributions as normal IRA distributions on Form 1099-R. Individuals are responsible for reflecting the distributions as charitable IRA distributions on their personal tax returns.

Individual Retirement Annuities. Code Section 408(b) permits eligible individuals to contribute to an individual retirement program known as an Individual Retirement Annuity (IRA). Individual Retirement Annuities are subject to limitations on the amount that can be contributed and on the time when distributions may commence. Certain distributions from other types of qualified retirement plans may be "rolled over" on a tax-deferred basis into an Individual Retirement Annuity. For IRA rollovers, an individual can only make an IRA to IRA rollover if the individual has not made a rollover involving any IRAs owned by the individual in the prior 12 months. An IRA transfer is a tax-free trustee-to-trustee "transfer" from one IRA account to another. IRA transfers are not subject to this 12-month rule.

Roth Individual Retirement Annuities. Code Section 408A permits eligible individuals to make nondeductible contributions to an individual retirement program known as a Roth Individual Retirement Annuity. Roth Individual Retirement Annuities are subject to limitations on the amount that can be contributed and on the time when distributions may commence.

A traditional Individual Retirement Account or Annuity may be converted or "rolled over" to a Roth Individual Retirement Annuity. The tax law allows distributions from qualified retirement plans including tax sheltered annuities and governmental Section 457 plans to be rolled over directly into a Roth IRA, subject to the usual rules that apply to conversions from a traditional IRA into a Roth IRA. The income portion of a conversion or rollover distribution is taxable currently, but is exempted from the 10% additional tax on premature distributions. Effective January 1, 2005, the IRS requires conversions of annuity contracts to include the actuarial present value of other benefits for purposes of valuing the taxable amount of the conversion.

Under the Tax Cuts and Jobs Act of 2017, you may no longer recharacterize a conversion to a Roth IRA. It is still permissible to recharacterize a contribution made to a Roth IRA as a traditional IRA contribution, or a contribution to a traditional IRA as a Roth IRA contribution. Such recharacterization must be completed by the applicable tax return due date (with extensions).

Annuities Held By Individual Retirement Accounts (commonly known as Custodial IRAs). Code Section 408 permits a custodian or trustee of an Individual Retirement Account to purchase an annuity as an investment of the Individual Retirement Account. If an annuity is purchased inside of an Individual Retirement Account, then the Annuitant must be the same person as the beneficial owner of the Individual Retirement Account.

If you have a contract issued as an IRA under Code Section 408(b) and request to change the ownership to an IRA custodian permitted under Section 408, we will treat a request to change ownership from an individual to a custodian as an indirect rollover. We will send a Form 1099-R to report the distribution and the custodian should issue a Form 5498 for the contract value contribution.

Generally, the death benefit of an annuity held in an Individual Retirement Account must be paid upon the death of the Annuitant. However, in most states, the Contract permits the custodian or trustee of the Individual Retirement Account to continue the Contract in the accumulation phase, with the Annuitant's surviving spouse as the new Annuitant, if the following conditions are met:

1) The custodian or trustee of the Individual Retirement Account is the owner of the annuity and has the right to the death proceeds otherwise payable under the Contract;
2) The deceased Annuitant was the beneficial owner of the Individual Retirement Account;
3) We receive a complete request for settlement for the death of the Annuitant; and

4) The custodian or trustee of the Individual Retirement Account provides us with a signed certification of the following:

   (a) The Annuitant's surviving spouse is the sole beneficiary of the Individual Retirement Account;

   (b) The Annuitant's surviving spouse has elected to continue the Individual Retirement Account as his or her own Individual Retirement Account; and

   (c) The custodian or trustee of the Individual Retirement Account has continued the Individual Retirement Account pursuant to the surviving spouse's election.

Simplified Employee Pension IRA (SEP IRA). Code Section 408(k) allows eligible employers to establish simplified employee pension plans for their employees using individual retirement annuities. These employers may, within specified limits, make deductible contributions on behalf of the employees to the individual retirement annuities. Employers intending to use the Contract in connection with such plans should seek tax advice.

Savings Incentive Match Plans for Employees (SIMPLE IRA). Code Section 408(p) allows eligible employers with 100 or fewer employees to establish SIMPLE retirement plans for their employees using individual retirement annuities. In general, a SIMPLE IRA consists of a salary deferral program for eligible employees and matching or nonelective contributions made by employers. Employers intending to purchase the Contract as a SIMPLE IRA should seek tax and legal advice. SIMPLE IRA plans must include the provisions of the Economic Growth and Tax Relief Reconciliation Act of 2007 (EGTRRA) to avoid adverse tax consequences. If your current SIMPLE IRA plan uses IRS Model Form 5304-SIMPLE with a revision date of March 2012 or later, then your plan is up to date. If your plan has a revision date prior to March 2012, please consult with your tax or legal advisor to determine the action you need to take in order to comply with this requirement.

To determine if you are eligible to contribute to any of the above listed IRAs (traditional, Roth, SEP, or SIMPLE), please refer to IRS Publication 590-A and your tax advisor.

Tax Sheltered Annuities. Code Section 403(b) provides tax-deferred retirement savings plans for employees of certain non-profit and educational organizations. Under Section 403(b), any contract used for a 403(b) plan must provide that distributions attributable to salary reduction contributions made after 12/31/88, and all earnings on salary reduction contributions, may be made only on or after the date the employee:

- attains age 59 1/2,
- severs employment,
- dies,
- becomes disabled, or
- incurs a hardship (earnings on salary reduction contributions may not be distributed on account of hardship).

These limitations do not apply to withdrawals where Allstate Life is directed to transfer some or all of the Contract Value to another 403(b) plan. Generally, we do not accept funds in 403(b) contracts that are subject to the Employee Retirement Income Security Act of 1974 (ERISA).

Caution: Under IRS regulations we can accept contributions, transfers and rollovers only if we have entered into an information-sharing agreement, or its functional equivalent, with the applicable employer or its plan administrator. Unless your contract is grandfathered from certain provisions in these regulations, we will only process certain transactions (e.g., transfers, withdrawals, hardship distributions and, if applicable, loans) with employer approval. This means that if you request one of these transactions we will not consider your request to be in good order, and will not therefore process the transaction, until we receive the employer's approval in written or electronic form.

Corporate and Self-Employed Pension and Profit Sharing Plans.

Section 401(a) of the Code permits corporate employers to establish various types of tax favored retirement plans for employees. Self-employed individuals may establish tax favored retirement plans for themselves and their employees (commonly referred to as "H.R.10" or "Keogh"). Such retirement plans may permit the purchase of annuity contracts. Allstate Life no longer issues annuity contracts to employer sponsored qualified retirement plans.

There are two owner types for contracts intended to qualify under Section 401(a): a qualified plan fiduciary or an annuitant owner.

- A qualified plan fiduciary exists when a qualified plan trust that is intended to qualify under Section 401(a) of the Code is the owner. The qualified plan trust must have its own tax identification number and a named trustee acting as a fiduciary on behalf of the plan. The annuitant should be the person for whose benefit the contract was purchased.
- An annuitant owner exists when the tax identification number of the owner and annuitant are the same, or the annuity contract is not owned by a qualified plan trust. The annuitant should be the person for whose benefit the contract was purchased.

If a qualified plan fiduciary is the owner of the contract, the qualified plan must be the beneficiary so that death benefits from the annuity are distributed in accordance with the terms of the qualified plan. Annuitant owned contracts require that the beneficiary be the annuitant's spouse (if applicable), which is consistent with the required IRS language for qualified plans under Section 401(a). A completed Annuitant Owned Qualified Plan Designation of Beneficiary form is required in order to change the beneficiary of an annuitant owned Qualified Plan contract.

State and Local Government and Tax-Exempt Organization Deferred Compensation Plans. Section 457 of the Code permits employees of state and local governments and tax-exempt organizations to defer a portion of their compensation without paying current taxes. The employees must be participants in an eligible deferred compensation plan. In eligible governmental plans, all assets and income must be held in a trust/ custodial account/annuity contract for the exclusive benefit of the participants and their beneficiaries. To the extent the Contracts are used in connection with a non-governmental eligible plan, employees are considered general creditors of the employer and the employer as owner of the Contract has the sole right to the proceeds of the Contract. Under eligible 457 plans, contributions made for the benefit of the employees will not be includible in the employees' gross income until distributed from the plan. Allstate Life no longer issues annuity contracts to 457 plans.

Late Rollover Self-Certification. You may be able to apply a rollover contribution to your IRA or qualified retirement plan after the 60-day deadline through a self-certification procedure established by the IRS. Please consult your tax or legal adviser regarding your eligibility to use this self-certification procedure. As indicated in this IRS guidance, we, as a financial institution, are not required to accept your self-certification for waiver of the 60-day deadline.

Required Distributions Upon Your Death for a Qualified Annuity

Upon your death under an IRA, Roth IRA, 403(b) or other employer sponsored plan, any remaining interest must be distributed in accordance with federal income tax requirements. The post-death distribution requirements were amended, applicable generally with respect to deaths occurring after 2019, by the Further Consolidated Appropriations Act of 2020 (which includes the "Setting Every Community Up for Retirement Enhancement" Act (SECURE Act)). The post-death distribution requirements under prior law continue to apply in certain circumstances.

- *Prior law.* Under prior law, if an employee under an employer sponsored plan or IRA owner dies prior to the required beginning date, the remaining interest must be distributed (1) within 5 years after the death (the "5-year rule"), or (2) over the life of the designated beneficiary, or over a period not extending beyond the life expectancy of the designated beneficiary, provided that such distributions commence within one year after death (the "lifetime payout rule"). If the employee or IRA owner dies on or after the required beginning date (including after the date distributions have commenced in the form of an annuity), the remaining interest must be distributed at least as rapidly as under the method of distribution being used as of the date of death (the "at-least-as-rapidly rule").
- *The new law.* Under the new law, if you die after 2019, and you have a designated beneficiary, any remaining interest must be distributed within 10 years after your death, unless the designated beneficiary is an "eligible designated beneficiary" ("EDB") or some other exception applies. A designated beneficiary is any individual designated as a beneficiary by the employee or IRA owner. An EDB is any designated beneficiary who is (1) your surviving spouse, (2) your minor child, (3) disabled, (4) chronically ill, or (5) an individual not more than 10 years younger than you. An individual's status as an EDB is determined on the date of your death.

  This 10-year post-death distribution period applies regardless of whether you die before your required beginning date, or you die on or after that date (including after distributions have commenced in the form of an annuity). However, if the beneficiary is an EDB and the EDB dies before the entire interest is distributed under this 10-year rule, the remaining interest must be distributed within 10 years after the EDB's death (*i.e.*, a new 10-year distribution period begins).

  Instead of taking distributions under the new 10-year rule, an EDB can stretch distributions over life, or over a period not extending beyond life expectancy, provided that such distributions commence within one year of your death, subject to certain special rules. In particular, if the EDB dies before the remaining interest is distributed under this stretch rule, the remaining interest must be distributed within 10 years after the EDB's death (regardless of whether the remaining distribution period under the stretch rule was more or less than 10 years). In addition, if your minor child is an EDB, the child will cease to be an EDB on the date the child reaches the age of majority, and any remaining interest must be distributed within 10 years after that date (regardless of whether the remaining distribution period under the stretch rule was more or less than 10 years).

  The new law applies if you die after 2019, subject to several exceptions. In particular, if you are an employee under a governmental plan, such as a section 403(b) plan of a public school or a governmental 457(b) plan, the new law applies if you die after 2021. In addition, if your plan is maintained pursuant to one or more collective bargaining agreements, the new law generally applies if you die after 2021 (unless the collective bargaining agreements terminate earlier).

  It is important to note that under prior law, annuity payments that commenced under a method that satisfied the distribution requirements while the employee or IRA owner was alive could continue to be made under that method after the death of the employee or IRA owner. However, under the new law, if you commence taking distributions in the form of an annuity that can continue after your death, such as in the form of a joint and survivor annuity or an annuity with a guaranteed period of more than 10 years, any distributions after your death that are scheduled to be made beyond the applicable distribution period imposed under the new law might need to be commuted at the end of that period (or otherwise modified after your death if permitted under federal tax law and by Prudential) in order to comply with the new post-death distribution requirements.

The new post-death distribution requirements do not apply if annuity payments that comply with prior law commenced prior to December 20, 2019. Also, even if annuity payments have not commenced prior to December 20, 2019, the new requirements generally do not apply to an immediate annuity contract or a deferred income annuity contract (including a qualifying lifetime annuity contract, or "QLAC")) purchased prior to that date, if you have made an irrevocable election before that date as to the method and amount of the annuity.

If your beneficiary is not an individual, such as a charity, your estate, or a trust, any remaining interest after your death generally must be distributed under prior law in accordance with the 5-year rule or the at-least-as-rapidly rule, as applicable (but not the lifetime payout rule). However, if your beneficiary is a trust and all the beneficiaries of the trust are individuals, the new law can apply pursuant to special rules that treat the beneficiaries of the trust as designated beneficiaries, including special rules allowing a beneficiary of a trust who is disabled or chronically ill to stretch the distribution of their interest over their life or life expectancy in some cases. You may wish to consult a professional tax advisor about the federal income tax consequences of your beneficiary designations.

In addition, the new post-death distribution requirements generally do not apply if the employee or IRA owner died prior to January 1, 2020. However, if the designated beneficiary of the deceased employee or IRA owner dies after January 1, 2020, any remaining interest must be distributed within 10 year of the designated beneficiary's death. Hence, this 10-year rule will apply to (1) a contract issued prior to 2020 which continues to be held by a designated beneficiary of an employee or IRA owner who died prior to 2020, and (2) an inherited IRA issued after 2019 to the designated beneficiary of an employee or IRA owner who died prior to 2020.

- *Spousal continuation.* Under the new law, as under prior law, if your beneficiary is your spouse, your surviving spouse can delay the application of the post-death distribution requirements until after your surviving spouse's death by transferring the remaining interest tax-free to your surviving spouse's own IRA, or by treating your IRA as your surviving spouse's own IRA.

The post-death distribution requirements are complex and unclear in numerous respects. In addition, the manner in which these requirements will apply will depend on your particular facts and circumstances. You may wish to consult a professional tax adviser for tax advice as to your particular situation.

ERISA Requirements

ERISA (the "Employee Retirement Income Security Act of 1974") and the Code prevent a fiduciary and other "parties in interest" with respect to a plan (and, for these purposes, an IRA would also constitute a "plan") from receiving any benefit from any party dealing with the plan, as a result of the sale of the Annuity. Administrative exemptions under ERISA generally permit the sale of insurance/annuity products to plans, provided that certain information is disclosed to the person purchasing the Annuity. This information has to do primarily with the fees, charges, discounts and other costs related to the Annuity, as well as any commissions paid to any agent selling the Annuity. Information about any applicable fees, charges, discounts, penalties or adjustments may be found in the applicable sections of this prospectus. Information about sales representatives and commissions may be found in the sections of this prospectus addressing distribution of the Annuities.

Other relevant information required by the exemptions is contained in the contract and accompanying documentation.

Please consult with your tax adviser if you have any questions about ERISA and these disclosure requirements.

Spousal Consent Rules for Retirement Plans - Qualified Annuities

If you are married at the time your payments commence, you may be required by federal law to choose an income option that provides survivor annuity income to your spouse, unless your spouse waives that right. Similarly, if you are married at the time of your death, federal law may require all or a portion of the Death Benefit to be paid to your spouse, even if you designated someone else as your Beneficiary. A brief explanation of the applicable rules follows. For more information, consult the terms of your retirement arrangement.

Defined Benefit Plans and Money Purchase Pension Plans. If you are married at the time your payments commence, federal law requires that benefits be paid to you in the form of a "qualified joint and survivor annuity" (QJSA), unless you and your spouse waive that right, in writing. Generally, this means that you will receive a reduced payment during your life and, upon your death, your spouse will receive at least one-half of what you were receiving for life. You may elect to receive another income option if your spouse consents to the election and waives his or her right to receive the QJSA. If your spouse consents to the alternative form of payment, your spouse may not receive any benefits from the plan upon your death. Federal law also requires that the plan pay a Death Benefit to your spouse if you are married and die before you begin receiving your benefit. This benefit must be available in the form of an Annuity for your spouse's lifetime and is called a "qualified pre-retirement survivor annuity" (QPSA). If the plan pays Death Benefits to other Beneficiaries, you may elect to have a Beneficiary other than your spouse receive the Death Benefit, but only if your spouse consents to the election and waives his or her right to receive the QPSA. If your spouse consents to the alternate Beneficiary, your spouse will receive no benefits from the plan upon your death. Any QPSA waiver prior to your attaining age 35 will become null and void on the first day of the calendar year in which you attain age 35, if still employed.

Defined Contribution Plans (including 401(k) Plans and ERISA 403(b) Annuities). Spousal consent to a distribution is generally not required. Upon your death, your spouse will receive the entire Death Benefit, even if you designated someone else as your Beneficiary, unless your spouse consents in writing to waive this right. Also, if you are married and elect an Annuity as a periodic income option, federal law requires that you receive a QJSA (as described above), unless you and your spouse consent to waive this right.

IRAs, non-ERISA 403(b) Annuities, and 457 Plans. Spousal consent to a distribution usually is not required. Upon your death, any Death Benefit will be paid to your designated Beneficiary.

ADDITIONAL CONSIDERATIONS

Reporting and Withholding for Escheated Amounts

In 2018, the Internal Revenue Service issued Revenue Ruling 2018-17, which provides that an amount transferred from an IRA to a state's unclaimed property fund is subject to federal withholding at the time of transfer. The amount transferred is also subject to federal reporting. Consistent with this Ruling, beginning in 2019, we will withhold federal and state income taxes and report to the applicable Owner or Beneficiary as required by law when amounts are transferred to a state's unclaimed property fund.

Gifts and Generation-skipping Transfers

If you transfer your Annuity to another person for less than adequate consideration, there may be gift tax consequences in addition to income tax consequences. Also, if you transfer your Annuity to a person two or more generations younger than you (such as a grandchild or grandniece) or to a person that is more than 37½ years younger than you, there may be generation-skipping transfer tax consequences.

Same Sex Marriages, Civil Unions and Domestic Partnerships

U.S. Treasury Department regulations provide that for federal tax purposes, the term "spouse" does not include individuals (whether of the opposite sex or the same sex) who have entered into a registered domestic partnership, civil union, or other similar formal relationship that is not denominated as a marriage under the laws of the state where the relationship was entered into, regardless of domicile. As a result, if a Beneficiary of a deceased Owner and the Owner were parties to such a relationship, the Beneficiary will be required by federal tax law to take distributions from the Contract in the manner applicable to non-spouse Beneficiaries and will not be able to continue the Contract. Please consult with your tax or legal adviser for additional information.

Statement of Additional Information

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THIS PROSPECTUS DOES NOT CONSTITUTE AN OFFERING IN ANY JURISDICTION IN WHICH SUCH OFFERING MAY NOT LAWFULLY BE MADE. WE DO NOT AUTHORIZE ANYONE TO PROVIDE ANY INFORMATION OR REPRESENTATIONS REGARDING THE OFFERING DESCRIBED IN THIS PROSPECTUS OTHER THAN AS CONTAINED IN THIS PROSPECTUS.

Appendix A
Putnam Allstate Advisor Contract Comparison Chart

Feature	Advisor	Advisor Plus	Advisor Preferred
Maximum Age of Contract Owner and Annuitant on the Issue Date	90	85	90
Minimum Initial Purchase Payment	$10,000 ($500 for Qualified Contracts)	$10,000	$10,000
Fixed Account Options	– Standard Fixed Account Option with 1, 5 & 7-year Guarantee Periods – 6 Month Dollar Cost Averaging Option – 12 Month Dollar Cost Averaging Option	– Standard Fixed Account Option with 1, 5 & 7-year Guarantee Periods	N/A (available only with Contracts issued in Oregon)
Credit Enhancement	None	4% applied to all purchase payments	None
Contract Maintenance Charge	$30 per year, full amount on surrender (waived in certain cases)	None	None
Mortality and Expense Risk Charge (without optional benefit)	1.25%	1.60%	1.65%
Free Withdrawal Amount (each Contract Year)	greater of earnings not previously withdrawn, or 15% of purchase payments	15 % of purchase payments	15% of purchase payments
Withdrawal Charge (measured from number of complete years since we received the purchase payment as a percentage of purchase payments withdrawn in excess of the Free Withdrawal Amount)	Year: 0 1 2 3 4 5 6 7+ %: 7 7 6 5 4 3 2 0	Year: 0 1 2 3 4 5 6 7 8+ %: 8 8 8 7 6 5 4 3 0	Year: 0 1 2+ %: 2 1 0
Withdrawal Charge Waivers	Yes	Yes	No

APPENDIX B – ACCUMULATION UNIT VALUES

Appendix B presents the Accumulation Unit Values and number of Accumulation Units outstanding for each Variable Sub-Account since the Variable Sub-Accounts were first offered under the Contracts, for a maximum of 10 years. This Appendix includes Accumulation Unit Values representing the highest and lowest available combinations of Contract charges that affect Accumulation Unit Values for each Contract; as well as outstanding units for each such sub-accounts, which may include other variable annuities offered, as of the dates shown. The Statement of Additional Information, which is available upon request without charge, contains the Accumulation Unit Values for all other available combinations for each Contract. Please contact us at 1-800-390-1277 to obtain a copy of the Statement of Additional Information. This information reflects Sub-Account names as of December 31, 2019. Please refer to the Investment Alternatives: The Variable Sub-Accounts section of the prospectus for information on name changes.

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

Basic Contract

Mortality & Expense = 1.25

For the Year Ending December 31	Accumulation Unit Value At Beginning of Period	Accumulation Unit Value At End of Period	Number of Accumulation Units Outstanding at End of Period
Putnam VT Diversified Income Fund - Class IB			
2010	$15.30190	$17.02534	1,340,395
2011	$17.02534	$16.28045	1,093,171
2012	$16.28045	$17.92927	927,901
2013	$17.92927	$19.08848	745,384
2014	$19.08848	$18.91535	680,125
2015	$18.91535	$18.24160	577,914
2016	$18.24160	$18.99067	486,721
2017	$18.99067	$20.09034	438,406
2018	$20.09034	$19.64379	403,920
2019	$19.64379	$21.57753	365,094
Putnam VT Equity Income Fund - Class IB			
2010	$14.18611	$15.77489	1,930,429
2011	$15.77489	$15.87744	1,645,883
2012	$15.87744	$18.70520	1,316,062
2013	$18.70520	$24.45910	1,075,501
2014	$24.45910	$27.21130	898,051
2015	$27.21130	$26.05354	753,196
2016	$26.05354	$29.23918	661,113
2017	$29.23918	$34.29627	1,910,066
2018	$34.29627	$30.99161	1,652,779
2019	$30.99161	$39.91076	1,426,330
Putnam VT George Putnam Balanced Fund - Class IB			
2010	$9.13160	$9.99370	2,686,160
2011	$9.99370	$10.14235	2,179,297
2012	$10.14235	$11.27068	1,893,052
2013	$11.27068	$13.14375	1,574,939
2014	$13.14375	$14.36537	1,277,074
2015	$14.36537	$14.02544	1,029,828
2016	$14.02544	$14.96008	945,803
2017	$14.96008	$17.00276	840,330
2018	$17.00276	$16.26217	719,185
2019	$16.26217	$19.91454	635,946
Putnam VT Global Asset Allocation Fund - Class IB			
2010	$10.70213	$12.12083	760,529
2011	$12.12083	$11.91956	651,898
2012	$11.91956	$13.44141	565,797
2013	$13.44141	$15.86082	544,651
2014	$15.86082	$17.13842	473,518
2015	$17.13842	$16.95346	480,476
2016	$16.95346	$17.86603	436,445
2017	$17.86603	$20.34985	388,656
2018	$20.34985	$18.63616	294,982
2019	$18.63616	$21.55651	262,847

For the Year Ending December 31	Accumulation Unit Value At Beginning of Period	Accumulation Unit Value At End of Period	Number of Accumulation Units Outstanding at End of Period
Putnam VT Global Equity Fund - Class IB			
2010	$8.06546	$8.74804	1,329,593
2011	$8.74804	$8.21111	1,116,136
2012	$8.21111	$9.74446	939,581
2013	$9.74446	$12.69980	779,896
2014	$12.69980	$12.72536	660,457
2015	$12.72536	$12.35183	567,441
2016	$12.35183	$12.32882	514,409
2017	$12.32882	$15.63081	455,331
2018	$15.63081	$13.51572	397,828
2019	$13.51572	$16.89720	561,441
Putnam VT Global Health Care Fund - Class IB			
2010	$12.72417	$12.87517	984,367
2011	$12.87517	$12.56484	784,431
2012	$12.56484	$15.17030	671,905
2013	$15.17030	$21.22234	571,767
2014	$21.22234	$26.75024	472,218
2015	$26.75024	$28.47276	412,115
2016	$28.47276	$24.92591	364,759
2017	$24.92591	$28.38174	299,813
2018	$28.38174	$27.85960	263,084
2019	$27.85960	$35.84647	227,777
Putnam VT Government Money Market Fund - Class IB			
2010	$11.69176	$11.54995	1,298,749
2011	$11.54995	$11.40725	995,158
2012	$11.40725	$11.26541	892,503
2013	$11.26541	$11.12570	614,671
2014	$11.12570	$10.98773	575,116
2015	$10.98773	$10.85147	458,597
2016	$10.85147	$10.71733	375,981
2017	$10.71733	$10.60987	293,475
2018	$10.60987	$10.60051	345,748
2019	$10.60051	$10.63086	296,764
Putnam VT Growth Opportunities Fund - Class IB			
2010	$4.16038	$4.81979	1,083,543
2011	$4.81979	$4.56331	953,560
2012	$4.56331	$5.29766	832,492
2013	$5.29766	$7.12205	668,427
2014	$7.12205	$8.01166	554,420
2015	$8.01166	$7.99260	512,676
2016	$7.99260	$8.40713	3,782,019
2017	$8.40713	$10.86836	3,223,557
2018	$10.86836	$10.98757	2,795,494
2019	$10.98757	$14.83742	2,444,543
Putnam VT High Yield Fund - Class IB			
2010	$15.00231	$16.89512	782,059
2011	$16.89512	$16.97717	637,119
2012	$16.97717	$19.44829	550,531
2013	$19.44829	$20.71376	465,624
2014	$20.71376	$20.77361	406,380
2015	$20.77361	$19.41599	341,275
2016	$19.41599	$22.15516	308,643
2017	$22.15516	$23.40671	267,434
2018	$23.40671	$22.17344	219,992
2019	$22.17344	$25.04933	186,638

For the Year Ending December 31	Accumulation Unit Value At Beginning of Period	Accumulation Unit Value At End of Period	Number of Accumulation Units Outstanding at End of Period
Putnam VT Income Fund - Class IB			
2010	$14.63962	$15.88352	1,785,505
2011	$15.88352	$16.46985	1,439,964
2012	$16.46985	$18.01074	1,230,263
2013	$18.01074	$18.11847	1,032,501
2014	$18.11847	$19.04714	912,548
2015	$19.04714	$18.53468	792,382
2016	$18.53468	$18.66955	677,546
2017	$18.66955	$19.46887	602,979
2018	$19.46887	$19.26350	530,534
2019	$19.26350	$21.28589	449,279
Putnam VT International Equity Fund - Class IB			
2010	$12.18166	$13.23555	2,393,846
2011	$13.23555	$10.85699	1,988,321
2012	$10.85699	$13.07061	1,632,786
2013	$13.07061	$16.53046	1,357,532
2014	$16.53046	$15.21744	1,171,421
2015	$15.21744	$15.04828	1,065,196
2016	$15.04828	$14.49610	932,951
2017	$14.49610	$18.12102	798,888
2018	$18.12102	$14.47368	709,727
2019	$14.47368	$17.88849	612,093
Putnam VT International Growth Fund - Class IB			
2010	$12.27040	$13.59595	695,302
2011	$13.59595	$11.02304	611,239
2012	$11.02304	$13.17162	507,025
2013	$13.17162	$15.91647	420,646
2014	$15.91647	$14.75148	340,177
2015	$14.75148	$14.73001	298,434
2016	$14.73001	$13.56926	279,477
2017	$13.56926	$18.09594	234,148
2018	$18.09594	$14.53833	207,151
2019	$14.53833	$17.93634	178,888
Putnam VT International Value Fund - Class IB			
2010	$11.80890	$12.49211	968,824
2011	$12.49211	$10.63609	771,288
2012	$10.63609	$12.78233	605,939
2013	$12.78233	$15.42636	525,445
2014	$15.42636	$13.78814	448,963
2015	$13.78814	$13.34340	375,315
2016	$13.34340	$13.32280	333,954
2017	$13.32280	$16.40630	292,455
2018	$16.40630	$13.34693	262,047
2019	$13.34693	$15.84590	228,974
Putnam VT Mortgage Securities Fund - Class IB			
2010	$16.51402	$17.14908	1,027,901
2011	$17.14908	$18.08607	852,461
2012	$18.08607	$18.19064	666,768
2013	$18.19064	$17.87729	518,469
2014	$17.87729	$18.41531	474,474
2015	$18.41531	$18.06612	416,797
2016	$18.06612	$17.87730	346,163
2017	$17.87730	$18.00094	295,029
2018	$18.00094	$17.61460	252,299
2019	$17.61460	$19.69102	230,973

For the Year Ending December 31	Accumulation Unit Value At Beginning of Period	Accumulation Unit Value At End of Period	Number of Accumulation Units Outstanding at End of Period
Putnam VT Multi-Cap Core Fund - Class IB			
2010	$6.65601	$7.48775	4,188,334
2011	$7.48775	$7.39751	3,408,984
2012	$7.39751	$8.53422	2,829,646
2013	$8.53422	$11.38771	2,337,291
2014	$11.38771	$12.80995	1,935,793
2015	$12.80995	$12.37441	1,685,030
2016	$12.37441	$13.69290	1,454,538
2017	$13.69290	$16.61352	1,311,455
2018	$16.61352	$15.15293	1,139,658
2019	$15.15293	$19.69753	997,904
Putnam VT Research Fund - Class IB			
2010	$8.20855	$9.43349	1,693,718
2011	$9.43349	$9.15303	1,361,164
2012	$9.15303	$10.65790	1,083,960
2013	$10.65790	$14.03598	896,945
2014	$14.03598	$15.92026	749,978
2015	$15.92026	$15.47835	649,788
2016	$15.47835	$16.82620	578,011
2017	$16.82620	$20.49629	480,875
2018	$20.49629	$19.28595	409,032
2019	$19.28595	$25.37571	347,733
Putnam VT Small Cap Growth Fund - Class IB			
2010	$15.34810	$19.63306	120,473
2011	$19.63306	$18.20415	110,732
2012	$18.20415	$20.55887	84,413
2013	$20.55887	$27.22478	75,082
2014	$27.22478	$28.77953	52,741
2015	$28.77953	$26.25689	43,788
2016	$26.25689	$29.95410	37,222
2017	$29.95410	$31.92711	36,584
2018	$31.92711	$27.16353	30,997
2019	$27.16353	$36.87042	28,118
Putnam VT Small Cap Value Fund - Class IB			
2010	$18.01550	$22.41310	889,552
2011	$22.41310	$21.08735	733,931
2012	$21.08735	$24.46460	600,512
2013	$24.46460	$33.72769	487,880
2014	$33.72769	$34.44984	396,620
2015	$34.44984	$32.57712	325,613
2016	$32.57712	$41.01595	295,959
2017	$41.01595	$43.69424	247,259
2018	$43.69424	$34.54841	219,732
2019	$34.54841	$42.38830	196,325
Putnam VT Sustainable Future Fund - Class IB			
2010	$14.32793	$17.55324	262,613
2011	$17.55324	$16.44666	222,857
2012	$16.44666	$18.88081	202,090
2013	$18.88081	$26.48904	168,418
2014	$26.48904	$28.97123	139,936
2015	$28.97123	$27.37154	109,877
2016	$27.37154	$30.54144	103,128
2017	$30.54144	$33.39211	89,976
2018	$33.39211	$31.34391	78,186
2019	$31.34391	$40.24318	68,945

For the Year Ending December 31	Accumulation Unit Value At Beginning of Period	Accumulation Unit Value At End of Period	Number of Accumulation Units Outstanding at End of Period
Putnam VT Sustainable Leaders Fund - Class IB			
2010	$7.40072	$8.73757	5,684,362
2011	$8.73757	$8.18997	4,580,720
2012	$8.18997	$9.44280	3,839,427
2013	$9.44280	$12.72274	3,246,594
2014	$12.72274	$14.25850	2,696,768
2015	$14.25850	$14.03948	2,372,397
2016	$14.03948	$14.94436	2,105,158
2017	$14.94436	$19.07138	1,812,727
2018	$19.07138	$18.54485	1,592,481
2019	$18.54485	$24.97209	1,360,395

* *The Accumulation Unit Values in this table reflect a mortality and expense risk charge of 1.25%.*

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

With the the Enhanced Beneficiary Protection Option and Earnings Protection Death Benefit Option (age 66-75)

Mortality & Expense = 1.75

For the Year Ending December 31	Accumulation Unit Value At Beginning of Period	Accumulation Unit Value At End of Period	Number of Accumulation Units Outstanding at End of Period
Putnam VT Diversified Income Fund - Class IB			
2010	$14.59892	$16.16100	22,449
2011	$16.16100	$15.37589	20,573
2012	$15.37589	$16.84716	18,693
2013	$16.84716	$17.84561	9,468
2014	$17.84561	$17.59423	9,831
2015	$17.59423	$16.88159	8,977
2016	$16.88159	$17.48610	8,001
2017	$17.48610	$18.40510	6,545
2018	$18.40510	$17.90417	6,753
2019	$17.90417	$19.56690	6,213
Putnam VT Equity Income Fund - Class IB			
2010	$13.71396	$15.17272	62,372
2011	$15.17272	$15.19419	60,450
2012	$15.19419	$17.80945	57,907
2013	$17.80945	$23.16999	56,510
2014	$23.16999	$25.64665	38,981
2015	$25.64665	$24.43110	37,302
2016	$24.43110	$27.27995	38,676
2017	$27.27995	$31.83643	95,986
2018	$31.83643	$28.62190	92,997
2019	$28.62190	$36.67212	86,295
Putnam VT George Putnam Balanced Fund - Class IB			
2010	$8.71191	$9.48615	161,949
2011	$9.48615	$9.57863	153,471
2012	$9.57863	$10.59022	151,552
2013	$10.59022	$12.28770	148,872
2014	$12.28770	$13.36176	93,664
2015	$13.36176	$12.97952	90,606
2016	$12.97952	$13.77459	81,537
2017	$13.77459	$15.57626	80,419
2018	$15.57626	$14.82176	80,355
2019	$14.82176	$18.05854	83,830
Putnam VT Global Asset Allocation Fund - Class IB			
2010	$10.21028	$11.50530	14,460
2011	$11.50530	$11.25710	8,400
2012	$11.25710	$12.62996	9,114
2013	$12.62996	$14.82788	12,599
2014	$14.82788	$15.94118	11,368
2015	$15.94118	$15.68929	3,944
2016	$15.68929	$16.45035	3,786
2017	$16.45035	$18.64264	3,735
2018	$18.64264	$16.98554	3,664
2019	$16.98554	$19.54754	3,624

For the Year Ending December 31	Accumulation Unit Value At Beginning of Period	Accumulation Unit Value At End of Period	Number of Accumulation Units Outstanding at End of Period
Putnam VT Global Equity Fund - Class IB			
2010	$7.69464	$8.30364	21,129
2011	$8.30364	$7.75456	20,573
2012	$7.75456	$9.15596	20,638
2013	$9.15596	$11.87244	19,086
2014	$11.87244	$11.83607	19,385
2015	$11.83607	$11.43045	19,146
2016	$11.43045	$11.35154	16,949
2017	$11.35154	$14.31906	16,594
2018	$14.31906	$12.31822	15,503
2019	$12.31822	$15.32196	15,599
Putnam VT Global Health Care Fund - Class IB			
2010	$12.13929	$12.22119	6,384
2011	$12.22119	$11.86634	5,590
2012	$11.86634	$14.25430	4,976
2013	$14.25430	$19.84005	3,743
2014	$19.84005	$24.88139	3,534
2015	$24.88139	$26.34949	3,423
2016	$26.34949	$22.95061	5,053
2017	$22.95061	$26.00046	3,773
2018	$26.00046	$25.39181	3,348
2019	$25.39181	$32.50546	3,341
Putnam VT Government Money Market Fund - Class IB			
2010	$11.15453	$10.96343	11,065
2011	$10.96343	$10.77329	10,901
2012	$10.77329	$10.58531	3,466
2013	$10.58531	$10.40111	3,260
2014	$10.40111	$10.22011	3,158
2015	$10.22011	$10.04226	3,025
2016	$10.04226	$9.86806	2,432
2017	$9.86806	$9.71970	2,394
2018	$9.71970	$9.66157	2,371
2019	$9.66157	$9.64006	37
Putnam VT Growth Opportunities Fund - Class IB			
2010	$3.97368	$4.58021	10,282
2011	$4.58021	$4.31458	12,387
2012	$4.31458	$4.98349	9,639
2013	$4.98349	$6.66580	9,387
2014	$6.66580	$7.46048	7,060
2015	$7.46048	$7.40504	5,913
2016	$7.40504	$7.74977	76,433
2017	$7.74977	$9.96794	63,894
2018	$9.96794	$10.02582	58,608
2019	$10.02582	$13.47001	51,235
Putnam VT High Yield Fund - Class IB			
2010	$14.31313	$16.03743	10,948
2011	$16.03743	$16.03392	10,093
2012	$16.03392	$18.27456	9,591
2013	$18.27456	$19.36513	9,318
2014	$19.36513	$19.32277	9,889
2015	$19.32277	$17.96849	9,423
2016	$17.96849	$20.39998	11,558
2017	$20.39998	$21.44341	9,157
2018	$21.44341	$20.20991	9,379
2019	$20.20991	$22.71532	9,239

For the Year Ending December 31	Accumulation Unit Value At Beginning of Period	Accumulation Unit Value At End of Period	Number of Accumulation Units Outstanding at End of Period
Putnam VT Income Fund - Class IB			
2010	$13.96697	$15.07704	17,667
2011	$15.07704	$15.55468	16,489
2012	$15.55468	$16.92362	14,459
2013	$16.92362	$16.93865	11,354
2014	$16.93865	$17.71670	10,668
2015	$17.71670	$17.15275	10,879
2016	$17.15275	$17.19034	12,855
2017	$17.19034	$17.83567	12,753
2018	$17.83567	$17.55748	13,948
2019	$17.55748	$19.30234	13,898
Putnam VT International Equity Fund - Class IB			
2010	$11.62167	$12.56327	67,828
2011	$12.56327	$10.25336	66,719
2012	$10.25336	$12.28128	65,069
2013	$12.28128	$15.45362	61,256
2014	$15.45362	$14.15406	40,661
2015	$14.15406	$13.92584	38,922
2016	$13.92584	$13.34711	31,105
2017	$13.34711	$16.60038	29,793
2018	$16.60038	$13.19136	29,663
2019	$13.19136	$16.22091	25,824
Putnam VT International Growth Fund - Class IB			
2010	$11.70637	$12.90541	26,380
2011	$12.90541	$10.41022	28,827
2012	$10.41022	$12.37624	27,309
2013	$12.37624	$14.87968	26,621
2014	$14.87968	$13.72070	27,618
2015	$13.72070	$13.63134	27,254
2016	$13.63134	$12.49374	16,621
2017	$12.49374	$16.57745	16,619
2018	$16.57745	$13.25033	15,722
2019	$13.25033	$16.26437	12,715
Putnam VT International Value Fund - Class IB			
2010	$11.26610	$11.85762	27,017
2011	$11.85762	$10.04478	17,216
2012	$10.04478	$12.01046	16,750
2013	$12.01046	$14.42150	11,965
2014	$14.42150	$12.82467	11,617
2015	$12.82467	$12.34814	10,684
2016	$12.34814	$12.26682	8,630
2017	$12.26682	$15.02958	6,302
2018	$15.02958	$12.16447	6,693
2019	$12.16447	$14.36876	6,127
Putnam VT Mortgage Securities Fund - Class IB			
2010	$8.65692	$8.94431	31,523
2011	$8.94431	$9.38540	27,591
2012	$9.38540	$9.39175	23,606
2013	$9.39175	$9.18323	19,822
2014	$9.18323	$9.41172	19,045
2015	$9.41172	$9.18651	18,837
2016	$9.18651	$9.04460	18,702
2017	$9.04460	$9.06109	17,100
2018	$9.06109	$8.82138	17,035
2019	$8.82138	$9.81123	17,000

For the Year Ending December 31	Accumulation Unit Value At Beginning of Period	Accumulation Unit Value At End of Period	Number of Accumulation Units Outstanding at End of Period
Putnam VT Multi-Cap Core Fund - Class IB			
2010	$6.34998	$7.10735	123,542
2011	$7.10735	$6.98622	122,171
2012	$6.98622	$8.01884	119,921
2013	$8.01884	$10.64589	109,575
2014	$10.64589	$11.91485	68,517
2015	$11.91485	$11.45146	67,833
2016	$11.45146	$12.60764	63,135
2017	$12.60764	$15.21949	61,911
2018	$15.21949	$13.81058	59,970
2019	$13.81058	$17.86151	59,184
Putnam VT Research Fund - Class IB			
2010	$7.83118	$8.95428	28,264
2011	$8.95428	$8.64416	25,817
2012	$8.64416	$10.01430	26,190
2013	$10.01430	$13.12167	20,933
2014	$13.12167	$14.80787	19,525
2015	$14.80787	$14.32392	19,168
2016	$14.32392	$15.49264	12,951
2017	$15.49264	$18.77649	12,001
2018	$18.77649	$17.57749	11,161
2019	$17.57749	$23.01046	10,457
Putnam VT Small Cap Growth Fund - Class IB			
2010	$14.83723	$18.88361	455
2011	$18.88361	$17.42071	688
2012	$17.42071	$19.57425	296
2013	$19.57425	$25.78980	247
2014	$25.78980	$27.12455	0
2015	$27.12455	$24.62163	0
2016	$24.62163	$27.94681	0
2017	$27.94681	$29.63697	0
2018	$29.63697	$25.08625	0
2019	$25.08625	$33.87807	0
Putnam VT Small Cap Value Fund - Class IB			
2010	$17.18733	$21.27463	23,794
2011	$21.27463	$19.91503	22,825
2012	$19.91503	$22.98732	22,257
2013	$22.98732	$31.53076	21,676
2014	$31.53076	$32.04277	19,150
2015	$32.04277	$30.14740	17,188
2016	$30.14740	$37.76533	16,981
2017	$37.76533	$40.02790	16,053
2018	$40.02790	$31.48777	15,416
2019	$31.48777	$38.43715	11,862
Putnam VT Sustainable Future Fund - Class IB			
2010	$13.85096	$16.88309	3,353
2011	$16.88309	$15.73879	2,844
2012	$15.73879	$17.97649	2,844
2013	$17.97649	$25.09276	2,844
2014	$25.09276	$27.30515	3,079
2015	$27.30515	$25.66679	3,053
2016	$25.66679	$28.49469	5,631
2017	$28.49469	$30.99682	5,616
2018	$30.99682	$28.94693	5,722
2019	$28.94693	$36.97707	2,850

For the Year Ending December 31	Accumulation Unit Value At Beginning of Period	Accumulation Unit Value At End of Period	Number of Accumulation Units Outstanding at End of Period
Putnam VT Sustainable Leaders Fund - Class IB			
2010	$7.06042	$8.29364	81,868
2011	$8.29364	$7.73458	73,675
2012	$7.73458	$8.87250	72,147
2013	$8.87250	$11.89388	68,202
2014	$11.89388	$13.26211	63,399
2015	$13.26211	$12.99226	57,217
2016	$12.99226	$13.75984	52,376
2017	$13.75984	$17.47103	51,853
2018	$17.47103	$16.90194	50,688
2019	$16.90194	$22.64432	48,880

* *The Accumulation Unit Values in this table reflect a mortality and expense risk charge of 1.75%.*

Putnam Allstate Advisor Variable Annuities: Putnam Allstate Advisor Plus Contracts - PROSPECTUS
ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT*
Basic Contract
Mortality & Expense = 1.60

For the Year Ending December 31	Accumulation Unit Value At Beginning of Period	Accumulation Unit Value At End of Period	Number of Accumulation Units Outstanding at End of Period
Putnam VT Diversified Income Fund - Class IB			
2010	$14.88352	$16.50120	259,147
2011	$16.50120	$15.72346	226,578
2012	$15.72346	$17.25436	202,703
2013	$17.25436	$18.30485	182,354
2014	$18.30485	$18.07455	140,089
2015	$18.07455	$17.36894	115,313
2016	$17.36894	$18.01828	99,927
2017	$18.01828	$18.99377	88,777
2018	$18.99377	$18.50474	77,783
2019	$18.50474	$20.25361	63,318
Putnam VT Equity Income Fund - Class IB			
2010	$13.85419	$15.35126	467,523
2011	$15.35126	$15.39641	350,026
2012	$15.39641	$18.07408	286,522
2013	$18.07408	$23.55016	236,094
2014	$23.55016	$26.10724	192,632
2015	$26.10724	$24.90784	163,663
2016	$24.90784	$27.85463	134,052
2017	$27.85463	$32.55596	336,117
2018	$32.55596	$29.31302	286,437
2019	$29.31302	$37.61401	246,162
Putnam VT George Putnam Balanced Fund - Class IB			
2010	$10.10729	$11.02233	427,804
2011	$11.02233	$11.14673	334,828
2012	$11.14673	$12.34279	286,916
2013	$12.34279	$14.34303	254,570
2014	$14.34303	$15.62057	208,084
2015	$15.62057	$15.19687	164,163
2016	$15.19687	$16.15229	148,821
2017	$16.15229	$18.29244	132,701
2018	$18.29244	$17.43267	116,240
2019	$17.43267	$21.27152	90,429
Putnam VT Global Asset Allocation Fund - Class IB			
2010	$9.99923	$11.28466	157,372
2011	$11.28466	$11.05803	136,809
2012	$11.05803	$12.42560	102,249
2013	$12.42560	$14.61023	94,577
2014	$14.61023	$15.73117	87,084
2015	$15.73117	$15.50625	75,734
2016	$15.50625	$16.28317	62,775
2017	$16.28317	$18.48091	58,922
2018	$18.48091	$16.86364	55,286
2019	$16.86364	$19.43642	48,887

For the Year Ending December 31	Accumulation Unit Value At Beginning of Period	Accumulation Unit Value At End of Period	Number of Accumulation Units Outstanding at End of Period
Putnam VT Global Equity Fund - Class IB			
2010	$5.10143	$5.51358	394,048
2011	$5.51358	$5.15686	310,548
2012	$5.15686	$6.09811	258,916
2013	$6.09811	$7.91943	205,298
2014	$7.91943	$7.90724	174,085
2015	$7.90724	$7.64792	153,909
2016	$7.64792	$7.60669	143,755
2017	$7.60669	$9.60965	125,205
2018	$9.60965	$8.27937	113,803
2019	$8.27937	$10.31372	153,078
Putnam VT Global Health Care Fund - Class IB			
2010	$10.18803	$10.27242	248,798
2011	$10.27242	$9.98936	209,286
2012	$9.98936	$12.01794	177,357
2013	$12.01794	$16.75285	157,665
2014	$16.75285	$21.04179	122,458
2015	$21.04179	$22.31735	115,783
2016	$22.31735	$19.46819	108,520
2017	$19.46819	$22.08843	97,503
2018	$22.08843	$21.60396	85,120
2019	$21.60396	$27.69796	65,696
Putnam VT Government Money Market Fund - Class IB			
2010	$10.97435	$10.80281	269,040
2011	$10.80281	$10.63163	224,527
2012	$10.63163	$10.46212	194,769
2013	$10.46212	$10.29576	143,753
2014	$10.29576	$10.13204	115,309
2015	$10.13204	$9.97093	118,425
2016	$9.97093	$9.81287	105,332
2017	$9.81287	$9.67988	100,782
2018	$9.67988	$9.63653	82,611
2019	$9.63653	$9.62952	108,384
Putnam VT Growth Opportunities Fund - Class IB			
2010	$4.06723	$4.69518	296,911
2011	$4.69518	$4.42963	239,191
2012	$4.42963	$5.12419	198,924
2013	$5.12419	$6.86445	184,209
2014	$6.86445	$7.69454	164,544
2015	$7.69454	$7.64902	129,388
2016	$7.64902	$8.01729	797,872
2017	$8.01729	$10.32751	676,664
2018	$10.32751	$10.40319	579,256
2019	$10.40319	$13.99802	490,196
Putnam VT High Yield Fund - Class IB			
2010	$14.47899	$16.24802	232,086
2011	$16.24802	$16.26920	178,070
2012	$16.26920	$18.57109	152,827
2013	$18.57109	$19.70940	133,664
2014	$19.70940	$19.69629	106,231
2015	$19.69629	$18.34381	87,935
2016	$18.34381	$20.85778	77,094
2017	$20.85778	$21.95758	67,901
2018	$21.95758	$20.72578	49,726
2019	$20.72578	$23.33013	44,624

For the Year Ending December 31	Accumulation Unit Value At Beginning of Period	Accumulation Unit Value At End of Period	Number of Accumulation Units Outstanding at End of Period
Putnam VT Income Fund - Class IB			
2010	$14.44053	$15.61203	449,208
2011	$15.61203	$16.13114	352,799
2012	$16.13114	$17.57768	303,749
2013	$17.57768	$17.62014	271,283
2014	$17.62014	$18.45764	223,412
2015	$18.45764	$17.89737	210,564
2016	$17.89737	$17.96391	184,847
2017	$17.96391	$18.66631	176,914
2018	$18.66631	$18.40293	152,454
2019	$18.40293	$20.26221	138,567
Putnam VT International Equity Fund - Class IB			
2010	$8.04516	$8.71024	744,085
2011	$8.71024	$7.11961	625,035
2012	$7.11961	$8.54078	516,503
2013	$8.54078	$10.76331	451,938
2014	$10.76331	$9.87323	402,521
2015	$9.87323	$9.72887	356,263
2016	$9.72887	$9.33875	328,923
2017	$9.33875	$11.63247	289,268
2018	$11.63247	$9.25764	233,018
2019	$9.25764	$11.40085	215,555
Putnam VT International Growth Fund - Class IB			
2010	$6.11717	$6.75402	367,258
2011	$6.75402	$5.45649	342,034
2012	$5.45649	$6.49689	285,602
2013	$6.49689	$7.82298	229,943
2014	$7.82298	$7.22468	195,906
2015	$7.22468	$7.18858	162,833
2016	$7.18858	$6.59869	152,665
2017	$6.59869	$8.76869	133,517
2018	$8.76869	$7.01940	100,273
2019	$7.01940	$8.62904	96,271
Putnam VT International Value Fund - Class IB			
2010	$10.87987	$11.46858	247,034
2011	$11.46858	$9.73005	186,549
2012	$9.73005	$11.65193	158,912
2013	$11.65193	$14.01234	136,237
2014	$14.01234	$12.47985	122,375
2015	$12.47985	$12.03449	114,968
2016	$12.03449	$11.97344	105,991
2017	$11.97344	$14.69216	96,165
2018	$14.69216	$11.90936	83,093
2019	$11.90936	$14.08856	70,685
Putnam VT Mortgage Securities Fund - Class IB			
2010	$15.67454	$16.21962	418,160
2011	$16.21962	$17.04540	325,737
2012	$17.04540	$17.08305	258,135
2013	$17.08305	$16.72928	157,163
2014	$16.72928	$17.17169	112,179
2015	$17.17169	$16.78639	103,024
2016	$16.78639	$16.55225	88,194
2017	$16.55225	$16.60738	71,294
2018	$16.60738	$16.19246	63,848
2019	$16.19246	$18.03646	52,984

For the Year Ending December 31	Accumulation Unit Value At Beginning of Period	Accumulation Unit Value At End of Period	Number of Accumulation Units Outstanding at End of Period
Putnam VT Multi-Cap Core Fund - Class IB			
2010	$5.66616	$6.35163	856,427
2011	$6.35163	$6.25289	710,770
2012	$6.25289	$7.18810	562,747
2013	$7.18810	$9.55754	473,665
2014	$9.55754	$10.71311	398,688
2015	$10.71311	$10.31217	329,125
2016	$10.31217	$11.37060	272,632
2017	$11.37060	$13.74679	240,442
2018	$13.74679	$12.49307	206,342
2019	$12.49307	$16.18181	183,879
Putnam VT Research Fund - Class IB			
2010	$7.31022	$8.37137	423,549
2011	$8.37137	$8.09376	333,199
2012	$8.09376	$9.39100	248,985
2013	$9.39100	$12.32373	216,554
2014	$12.32373	$13.92862	177,725
2015	$13.92862	$13.49398	156,894
2016	$13.49398	$14.61720	128,230
2017	$14.61720	$17.74210	114,549
2018	$17.74210	$16.63427	90,638
2019	$16.63427	$21.80840	85,296
Putnam VT Small Cap Growth Fund - Class IB			
2010	$14.98897	$19.10581	68,313
2011	$19.10581	$17.65258	34,564
2012	$17.65258	$19.86514	28,855
2013	$19.86514	$26.21297	26,264
2014	$26.21297	$27.61172	17,869
2015	$27.61172	$25.10212	16,586
2016	$25.10212	$28.53556	17,553
2017	$28.53556	$30.30683	16,418
2018	$30.30683	$25.69205	14,849
2019	$25.69205	$34.74829	15,155
Putnam VT Small Cap Value Fund - Class IB			
2010	$16.53206	$20.49476	206,706
2011	$20.49476	$19.21426	167,701
2012	$19.21426	$22.21236	139,831
2013	$22.21236	$30.51424	110,712
2014	$30.51424	$31.05710	91,399
2015	$31.05710	$29.26469	79,209
2016	$29.26469	$36.71532	73,572
2017	$36.71532	$38.97351	62,808
2018	$38.97351	$30.70471	54,121
2019	$30.70471	$37.53755	46,096
Putnam VT Sustainable Future Fund - Class IB			
2010	$13.99261	$17.08176	57,945
2011	$17.08176	$15.94826	36,923
2012	$15.94826	$18.24361	33,670
2013	$18.24361	$25.50447	31,670
2014	$25.50447	$27.79554	32,228
2015	$27.79554	$26.16767	31,146
2016	$26.16767	$29.09497	30,288
2017	$29.09497	$31.69739	25,614
2018	$31.69739	$29.64593	23,050
2019	$29.64593	$37.92685	17,229

For the Year Ending December 31	Accumulation Unit Value At Beginning of Period	Accumulation Unit Value At End of Period	Number of Accumulation Units Outstanding at End of Period
Putnam VT Sustainable Leaders Fund - Class IB			
2010	$4.26371	$5.01608	2,185,276
2011	$5.01608	$4.68509	1,763,572
2012	$4.68509	$5.38258	1,489,578
2013	$5.38258	$7.22654	1,275,959
2014	$7.22654	$8.07017	1,074,580
2015	$8.07017	$7.91803	888,316
2016	$7.91803	$8.39858	788,652
2017	$8.39858	$10.67979	656,476
2018	$10.67979	$10.34753	554,469
2019	$10.34753	$13.88389	483,146

* *The Accumulation Unit Values in this table reflect a mortality and expense risk charge of 1.60%.*

Putnam Allstate Advisor Variable Annuities: Putnam Allstate Advisor Plus Contracts - PROSPECTUS
ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT*
With the the Enhanced Beneficiary Protection Option and Earnings Protection Death Benefit Option (age 66-75)
Mortality & Expense = 2.10

For the Year Ending December 31	Accumulation Unit Value At Beginning of Period	Accumulation Unit Value At End of Period	Number of Accumulation Units Outstanding at End of Period
Putnam VT Diversified Income Fund - Class IB			
2010	$14.21508	$15.68008	4,574
2011	$15.68008	$14.86533	3,960
2012	$14.86533	$16.22958	4,373
2013	$16.22958	$17.13022	4,356
2014	$17.13022	$16.82875	4,339
2015	$16.82875	$16.08959	2,092
2016	$16.08959	$16.60654	2,085
2017	$16.60654	$17.41731	2,079
2018	$17.41731	$16.88268	2,073
2019	$16.88268	$18.38495	2,067
Putnam VT Equity Income Fund - Class IB			
2010	$13.39143	$14.76316	9,752
2011	$14.76316	$14.73150	9,397
2012	$14.73150	$17.20546	8,425
2013	$17.20546	$22.30454	8,632
2014	$22.30454	$24.60075	8,620
2015	$24.60075	$23.35128	8,607
2016	$23.35128	$25.98161	8,351
2017	$25.98161	$30.21372	10,043
2018	$30.21372	$27.06582	9,972
2019	$27.06582	$34.55509	6,958
Putnam VT George Putnam Balanced Fund - Class IB			
2010	$9.65314	$10.47362	2,960
2011	$10.47362	$10.53813	2,953
2012	$10.53813	$11.60945	2,946
2013	$11.60945	$13.42234	3,347
2014	$13.42234	$14.54360	3,339
2015	$14.54360	$14.07722	4,722
2016	$14.07722	$14.88646	4,269
2017	$14.88646	$16.77387	3,937
2018	$16.77387	$15.90425	3,933
2019	$15.90425	$19.30851	2,747
Putnam VT Global Asset Allocation Fund - Class IB			
2010	$9.54994	$10.72291	2,751
2011	$10.72291	$10.45429	0
2012	$10.45429	$11.68738	0
2013	$11.68738	$13.67244	0
2014	$13.67244	$14.64664	0
2015	$14.64664	$14.36386	0
2016	$14.36386	$15.00713	0
2017	$15.00713	$16.94677	0
2018	$16.94677	$15.38517	0
2019	$15.38517	$17.64282	0

For the Year Ending December 31	Accumulation Unit Value At Beginning of Period	Accumulation Unit Value At End of Period	Number of Accumulation Units Outstanding at End of Period
Putnam VT Global Equity Fund - Class IB			
2010	$4.87214	$5.23906	26,006
2011	$5.23906	$4.87522	25,742
2012	$4.87522	$5.73572	22,938
2013	$5.73572	$7.41098	22,749
2014	$7.41098	$7.36196	22,537
2015	$7.36196	$7.08433	22,308
2016	$7.08433	$7.01043	22,096
2017	$7.01043	$8.81174	21,901
2018	$8.81174	$7.55331	21,696
2019	$7.55331	$9.36175	18,838
Putnam VT Global Health Care Fund - Class IB			
2010	$9.73017	$9.76095	2,512
2011	$9.76095	$9.44384	2,360
2012	$9.44384	$11.30380	0
2013	$11.30380	$15.67740	0
2014	$15.67740	$19.59102	0
2015	$19.59102	$20.67306	0
2016	$20.67306	$17.94239	0
2017	$17.94239	$20.25462	0
2018	$20.25462	$19.70969	0
2019	$19.70969	$25.14175	0
Putnam VT Government Money Market Fund - Class IB			
2010	$10.48137	$10.26511	936
2011	$10.26511	$10.05125	936
2012	$10.05125	$9.84059	936
2013	$9.84059	$9.63491	936
2014	$9.63491	$9.43352	936
2015	$9.43352	$9.23634	0
2016	$9.23634	$9.04386	0
2017	$9.04386	$8.87628	0
2018	$8.87628	$8.79163	0
2019	$8.79163	$8.74086	0
Putnam VT Growth Opportunities Fund - Class IB			
2010	$3.88440	$4.46138	1,162
2011	$4.46138	$4.18769	0
2012	$4.18769	$4.81966	0
2013	$4.81966	$6.42372	0
2014	$6.42372	$7.16392	0
2015	$7.16392	$7.08535	0
2016	$7.08535	$7.38886	17,821
2017	$7.38886	$9.47004	17,647
2018	$9.47004	$9.49096	17,461
2019	$9.49096	$12.70606	17,294
Putnam VT High Yield Fund - Class IB			
2010	$13.82865	$15.43943	3,786
2011	$15.43943	$15.38121	3,776
2012	$15.38121	$17.46805	2,150
2013	$17.46805	$18.44458	2,277
2014	$18.44458	$18.33867	2,267
2015	$18.33867	$16.99259	649
2016	$16.99259	$19.22354	500
2017	$19.22354	$20.13510	391
2018	$20.13510	$18.90898	390
2019	$18.90898	$21.17755	0

For the Year Ending December 31	Accumulation Unit Value At Beginning of Period	Accumulation Unit Value At End of Period	Number of Accumulation Units Outstanding at End of Period
Putnam VT Income Fund - Class IB			
2010	$13.79189	$14.83506	4,293
2011	$14.83506	$15.25069	4,181
2012	$15.25069	$16.53364	4,114
2013	$16.53364	$16.48937	4,030
2014	$16.48937	$17.18538	3,935
2015	$17.18538	$16.57906	1,483
2016	$16.57906	$16.55638	1,396
2017	$16.55638	$17.11698	1,316
2018	$17.11698	$16.78975	1,231
2019	$16.78975	$18.39270	1,154
Putnam VT International Equity Fund - Class IB			
2010	$7.68355	$8.27654	2,299
2011	$8.27654	$6.73075	2,294
2012	$6.73075	$8.03319	0
2013	$8.03319	$10.07224	0
2014	$10.07224	$9.19235	0
2015	$9.19235	$9.01190	0
2016	$9.01190	$8.60670	0
2017	$8.60670	$10.66658	0
2018	$10.66658	$8.44576	0
2019	$8.44576	$10.34848	0
Putnam VT International Growth Fund - Class IB			
2010	$5.84221	$6.41770	3,272
2011	$6.41770	$5.15843	3,347
2012	$5.15843	$6.11074	283
2013	$6.11074	$7.32067	282
2014	$7.32067	$6.72640	281
2015	$6.72640	$6.65878	280
2016	$6.65878	$6.08139	278
2017	$6.08139	$8.04055	277
2018	$8.04055	$6.40378	276
2019	$6.40378	$7.83248	0
Putnam VT International Value Fund - Class IB			
2010	$10.39091	$10.89757	4,777
2011	$10.89757	$9.19864	4,310
2012	$9.19864	$10.95948	1,154
2013	$10.95948	$13.11269	1,269
2014	$13.11269	$11.61921	1,264
2015	$11.61921	$11.14760	1,259
2016	$11.14760	$11.03485	1,130
2017	$11.03485	$13.47219	1,036
2018	$13.47219	$10.86493	1,032
2019	$10.86493	$12.78812	0
Putnam VT Mortgage Securities Fund - Class IB			
2010	$14.97047	$15.41238	12,636
2011	$15.41238	$16.11502	12,633
2012	$16.11502	$16.06833	11,628
2013	$16.06833	$15.65561	11,823
2014	$15.65561	$15.98799	11,819
2015	$15.98799	$15.54982	11,815
2016	$15.54982	$15.25524	11,598
2017	$15.25524	$15.22885	11,438
2018	$15.22885	$14.77295	11,436
2019	$14.77295	$16.37220	10,867

For the Year Ending December 31	Accumulation Unit Value At Beginning of Period	Accumulation Unit Value At End of Period	Number of Accumulation Units Outstanding at End of Period
Putnam VT Multi-Cap Core Fund - Class IB			
2010	$5.41146	$6.03535	17,319
2011	$6.03535	$5.91140	16,230
2012	$5.91140	$6.76094	14,955
2013	$6.76094	$8.94394	14,941
2014	$8.94394	$9.97439	14,928
2015	$9.97439	$9.55230	14,915
2016	$9.55230	$10.47938	14,901
2017	$10.47938	$12.60546	14,888
2018	$12.60546	$11.39761	14,877
2019	$11.39761	$14.68836	12,701
Putnam VT Research Fund - Class IB			
2010	$6.98167	$7.95454	15,446
2011	$7.95454	$7.65176	15,421
2012	$7.65176	$8.83295	14,432
2013	$8.83295	$11.53256	14,410
2014	$11.53256	$12.96821	14,390
2015	$12.96821	$12.49968	14,371
2016	$12.49968	$13.47155	14,349
2017	$13.47155	$16.26912	14,330
2018	$16.26912	$15.17573	14,313
2019	$15.17573	$19.79571	11,023
Putnam VT Small Cap Growth Fund - Class IB			
2010	$14.48833	$18.37396	0
2011	$18.37396	$16.89024	0
2012	$16.89024	$18.91045	0
2013	$18.91045	$24.82655	0
2014	$24.82655	$26.01841	0
2015	$26.01841	$23.53338	0
2016	$23.53338	$26.61676	0
2017	$26.61676	$28.12632	0
2018	$28.12632	$23.72229	0
2019	$23.72229	$31.92218	0
Putnam VT Small Cap Value Fund - Class IB			
2010	$15.78911	$19.47438	3,384
2011	$19.47438	$18.16499	3,362
2012	$18.16499	$20.89244	1,838
2013	$20.89244	$28.55533	1,830
2014	$28.55533	$28.91563	1,824
2015	$28.91563	$27.10830	1,817
2016	$27.10830	$33.83770	1,810
2017	$33.83770	$35.73771	1,803
2018	$35.73771	$28.01224	1,797
2019	$28.01224	$34.07301	661
Putnam VT Sustainable Future Fund - Class IB			
2010	$13.52518	$16.42736	0
2011	$16.42736	$15.25948	0
2012	$15.25948	$17.36680	0
2013	$17.36680	$24.15544	0
2014	$24.15544	$26.19156	0
2015	$26.19156	$24.53228	0
2016	$24.53228	$27.13845	0
2017	$27.13845	$29.41677	0
2018	$29.41677	$27.37305	0
2019	$27.37305	$34.84222	0

For the Year Ending December 31	Accumulation Unit Value At Beginning of Period	Accumulation Unit Value At End of Period	Number of Accumulation Units Outstanding at End of Period
Putnam VT Sustainable Leaders Fund - Class IB			
2010	$4.07205	$4.76629	14,002
2011	$4.76629	$4.42920	13,915
2012	$4.42920	$5.06269	8,083
2013	$5.06269	$6.76254	8,049
2014	$6.76254	$7.51363	8,019
2015	$7.51363	$7.33453	7,988
2016	$7.33453	$7.74025	7,955
2017	$7.74025	$9.79305	7,925
2018	$9.79305	$9.44015	7,898
2019	$9.44015	$12.60245	2,430

* *The Accumulation Unit Values in this table reflect a mortality and expense risk charge of 2.10%.*

Putnam Allstate Advisor Variable Annuities: Putnam Allstate Advisor Preferred Contracts - PROSPECTUS
ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT*
Basic Contract
Mortality & Expense = 1.65

For the Year Ending December 31	Accumulation Unit Value At Beginning of Period	Accumulation Unit Value At End of Period	Number of Accumulation Units Outstanding at End of Period
Putnam VT Diversified Income Fund - Class IB			
2010	$15.04894	$16.67612	56,109
2011	$16.67612	$15.88207	43,852
2012	$15.88207	$17.41952	43,921
2013	$17.41952	$18.47069	35,528
2014	$18.47069	$18.22903	28,022
2015	$18.22903	$17.50850	25,650
2016	$17.50850	$18.15387	23,462
2017	$18.15387	$19.12701	17,521
2018	$19.12701	$18.62502	13,408
2019	$18.62502	$20.37491	8,793
Putnam VT Equity Income Fund - Class IB			
2010	$13.80730	$15.29153	67,171
2011	$15.29153	$15.32872	59,141
2012	$15.32872	$17.98546	46,966
2013	$17.98546	$23.42277	45,893
2014	$23.42277	$25.95283	39,030
2015	$25.95283	$24.74794	37,072
2016	$24.74794	$27.66178	33,152
2017	$27.66178	$32.31418	56,485
2018	$32.31418	$29.08045	48,129
2019	$29.08045	$37.29664	43,825
Putnam VT George Putnam Balanced Fund - Class IB			
2010	$9.51870	$10.37518	86,519
2011	$10.37518	$10.48695	76,852
2012	$10.48695	$11.60630	61,044
2013	$11.60630	$13.48034	53,466
2014	$13.48034	$14.67358	38,309
2015	$14.67358	$14.26832	36,385
2016	$14.26832	$15.15769	24,575
2017	$15.15769	$17.15735	22,659
2018	$17.15735	$16.34258	20,323
2019	$16.34258	$19.93125	19,761
Putnam VT Global Asset Allocation Fund - Class IB			
2010	$9.96697	$11.24255	26,022
2011	$11.24255	$11.01117	26,346
2012	$11.01117	$12.36664	11,130
2013	$12.36664	$14.53351	9,368
2014	$14.53351	$15.64061	4,779
2015	$15.64061	$15.40914	4,485
2016	$15.40914	$16.17299	4,431
2017	$16.17299	$18.34656	6,664
2018	$18.34656	$16.73249	6,356
2019	$16.73249	$19.27545	5,952

For the Year Ending December 31	Accumulation Unit Value At Beginning of Period	Accumulation Unit Value At End of Period	Number of Accumulation Units Outstanding at End of Period
Putnam VT Global Equity Fund - Class IB			
2010	$5.34384	$5.77265	14,572
2011	$5.77265	$5.39641	11,270
2012	$5.39641	$6.37814	10,876
2013	$6.37814	$8.27888	10,558
2014	$8.27888	$8.26192	10,428
2015	$8.26192	$7.98691	10,166
2016	$7.98691	$7.93982	9,961
2017	$7.93982	$10.02543	9,910
2018	$10.02543	$8.63317	10,088
2019	$8.63317	$10.74900	16,246
Putnam VT Global Health Care Fund - Class IB			
2010	$10.30556	$10.38564	13,588
2011	$10.38564	$10.09433	6,542
2012	$10.09433	$12.13804	10,971
2013	$12.13804	$16.91169	8,871
2014	$16.91169	$21.23050	1,919
2015	$21.23050	$22.50605	1,472
2016	$22.50605	$19.62285	1,534
2017	$19.62285	$22.25263	1,606
2018	$22.25263	$21.75344	1,127
2019	$21.75344	$27.87544	1,145
Putnam VT Government Money Market Fund - Class IB			
2010	$10.84954	$10.67451	22,627
2011	$10.67451	$10.50004	21,996
2012	$10.50004	$10.32736	17,740
2013	$10.32736	$10.15797	16,620
2014	$10.15797	$9.99136	30,163
2015	$9.99136	$9.82748	14,059
2016	$9.82748	$9.66680	13,924
2017	$9.66680	$9.53095	5,072
2018	$9.53095	$9.48341	4,505
2019	$9.48341	$9.47169	3,943
Putnam VT Growth Opportunities Fund - Class IB			
2010	$3.97371	$4.58490	37,019
2011	$4.58490	$4.32338	41,806
2012	$4.32338	$4.99875	55,172
2013	$4.99875	$6.69301	40,780
2014	$6.69301	$7.49855	29,549
2015	$7.49855	$7.45040	16,788
2016	$7.45040	$7.80515	60,609
2017	$7.80515	$10.04915	52,612
2018	$10.04915	$10.11762	48,702
2019	$10.11762	$13.60684	45,067
Putnam VT High Yield Fund - Class IB			
2010	$14.75226	$16.54626	28,396
2011	$16.54626	$16.55944	26,217
2012	$16.55944	$18.89276	26,184
2013	$18.89276	$20.04061	15,831
2014	$20.04061	$20.01711	10,735
2015	$20.01711	$18.63312	10,340
2016	$18.63312	$21.17602	8,799
2017	$21.17602	$22.28132	8,751
2018	$22.28132	$21.02061	8,254
2019	$21.02061	$23.64998	7,848

For the Year Ending December 31	Accumulation Unit Value At Beginning of Period	Accumulation Unit Value At End of Period	Number of Accumulation Units Outstanding at End of Period
Putnam VT Income Fund - Class IB			
2010	$14.48863	$15.65608	48,016
2011	$15.65608	$16.16845	35,017
2012	$16.16845	$17.60936	32,280
2013	$17.60936	$17.64293	18,856
2014	$17.64293	$18.47213	15,212
2015	$18.47213	$17.90232	13,141
2016	$17.90232	$17.95976	12,542
2017	$17.95976	$18.65254	9,682
2018	$18.65254	$18.37995	9,478
2019	$18.37995	$20.22663	9,207
Putnam VT International Equity Fund - Class IB			
2010	$8.35213	$9.03801	102,634
2011	$9.03801	$7.38378	96,595
2012	$7.38378	$8.85317	94,075
2013	$8.85317	$11.15133	64,179
2014	$11.15133	$10.22398	61,280
2015	$10.22398	$10.06936	51,956
2016	$10.06936	$9.66069	36,656
2017	$9.66069	$12.02739	35,636
2018	$12.02739	$9.56704	29,689
2019	$9.56704	$11.77590	25,972
Putnam VT International Growth Fund - Class IB			
2010	$7.14032	$7.87968	32,285
2011	$7.87968	$6.36266	28,296
2012	$6.36266	$7.57199	25,324
2013	$7.57199	$9.11290	21,701
2014	$9.11290	$8.41166	14,801
2015	$8.41166	$8.36539	14,468
2016	$8.36539	$7.67504	11,753
2017	$7.67504	$10.19384	11,156
2018	$10.19384	$8.15607	9,645
2019	$8.15607	$10.02125	6,678
Putnam VT International Value Fund - Class IB			
2010	$10.35984	$10.91487	31,204
2011	$10.91487	$9.25558	26,545
2012	$9.25558	$11.07809	12,710
2013	$11.07809	$13.31549	10,343
2014	$13.31549	$11.85319	8,817
2015	$11.85319	$11.42437	8,346
2016	$11.42437	$11.36066	8,341
2017	$11.36066	$13.93319	9,545
2018	$13.93319	$11.28836	9,416
2019	$11.28836	$13.34714	9,112
Putnam VT Mortgage Securities Fund - Class IB			
2010	$15.40009	$15.92755	46,492
2011	$15.92755	$16.72998	35,067
2012	$16.72998	$16.75838	35,698
2013	$16.75838	$16.40298	28,659
2014	$16.40298	$16.82820	26,379
2015	$16.82820	$16.44222	22,832
2016	$16.44222	$16.20466	21,482
2017	$16.20466	$16.25039	16,923
2018	$16.25039	$15.83629	12,100
2019	$15.83629	$17.63076	9,506

For the Year Ending December 31	Accumulation Unit Value At Beginning of Period	Accumulation Unit Value At End of Period	Number of Accumulation Units Outstanding at End of Period
Putnam VT Multi-Cap Core Fund - Class IB			
2010	$5.48400	$6.14431	70,347
2011	$6.14431	$6.04573	54,267
2012	$6.04573	$6.94641	53,884
2013	$6.94641	$9.23149	46,380
2014	$9.23149	$10.34238	36,360
2015	$10.34238	$9.95026	30,535
2016	$9.95026	$10.96598	25,856
2017	$10.96598	$13.25092	22,243
2018	$13.25092	$12.03627	21,274
2019	$12.03627	$15.58221	20,618
Putnam VT Research Fund - Class IB			
2010	$6.75370	$7.73013	26,974
2011	$7.73013	$7.47000	24,387
2012	$7.47000	$8.66285	26,339
2013	$8.66285	$11.36241	22,655
2014	$11.36241	$12.83558	16,990
2015	$12.83558	$12.42874	16,070
2016	$12.42874	$13.45646	15,631
2017	$13.45646	$16.32495	15,082
2018	$16.32495	$15.29777	11,904
2019	$15.29777	$20.04600	6,006
Putnam VT Small Cap Growth Fund - Class IB			
2010	$14.93825	$19.03149	4,423
2011	$19.03149	$17.57497	4,398
2012	$17.57497	$19.76773	4,189
2013	$19.76773	$26.07119	4,218
2014	$26.07119	$27.44842	2,473
2015	$27.44842	$24.94097	2,086
2016	$24.94097	$28.33800	2,343
2017	$28.33800	$30.08175	1,657
2018	$30.08175	$25.48820	1,732
2019	$25.48820	$34.45508	1,668
Putnam VT Small Cap Value Fund - Class IB			
2010	$15.83776	$19.62406	29,187
2011	$19.62406	$18.38861	26,362
2012	$18.38861	$21.24706	18,512
2013	$21.24706	$29.17334	13,856
2014	$29.17334	$29.67726	10,653
2015	$29.67726	$27.95024	8,630
2016	$27.95024	$35.04847	8,519
2017	$35.04847	$37.18528	6,165
2018	$37.18528	$29.28089	5,484
2019	$29.28089	$35.77870	5,101
Putnam VT Sustainable Future Fund - Class IB			
2010	$13.94529	$17.01535	10,966
2011	$17.01535	$15.87820	10,287
2012	$15.87820	$18.15422	7,346
2013	$18.15422	$25.36661	6,903
2014	$25.36661	$27.63124	5,591
2015	$27.63124	$25.99977	3,719
2016	$25.99977	$28.89364	3,677
2017	$28.89364	$31.46211	3,603
2018	$31.46211	$29.41082	3,467
2019	$29.41082	$37.60694	3,169

For the Year Ending December 31	Accumulation Unit Value At Beginning of Period	Accumulation Unit Value At End of Period	Number of Accumulation Units Outstanding at End of Period
Putnam VT Sustainable Leaders Fund - Class IB			
2010	$4.46231	$5.24706	229,475
2011	$5.24706	$4.89833	197,471
2012	$4.89833	$5.62471	167,927
2013	$5.62471	$7.54778	153,901
2014	$7.54778	$8.42462	131,921
2015	$8.42462	$8.26159	110,673
2016	$8.26159	$8.75857	62,957
2017	$8.75857	$11.13191	54,028
2018	$11.13191	$10.78007	45,153
2019	$10.78007	$14.45691	28,409

* *The Accumulation Unit Values in this table reflect a mortality and expense risk charge of 1.65%.*

Putnam Allstate Advisor Variable Annuities: Putnam Allstate Advisor Preferred Contracts - PROSPECTUS
ACCUMULATION UNIT VALUE AND NUMBER OF ACCUMULATION UNITS OUTSTANDING FOR EACH VARIABLE SUB-ACCOUNT*
With the the Enhanced Beneficiary Protection Option and Earnings Protection Death Benefit Option (age 66-75)
Mortality & Expense = 2.15

For the Year Ending December 31	Accumulation Unit Value At Beginning of Period	Accumulation Unit Value At End of Period	Number of Accumulation Units Outstanding at End of Period
Putnam VT Diversified Income Fund - Class IB			
2010	$14.37661	$15.85016	11,855
2011	$15.85016	$15.01891	11,814
2012	$15.01891	$16.38887	2,776
2013	$16.38887	$17.28952	2,562
2014	$17.28952	$16.97657	1,123
2015	$16.97657	$16.22262	1,123
2016	$16.22262	$16.73532	1,123
2017	$16.73532	$17.54345	1,123
2018	$17.54345	$16.99622	1,123
2019	$16.99622	$18.49916	1,123
Putnam VT Equity Income Fund - Class IB			
2010	$13.34589	$14.70544	7,057
2011	$14.70544	$14.66641	6,970
2012	$14.66641	$17.12069	6,011
2013	$17.12069	$22.18330	5,492
2014	$22.18330	$24.45455	6,599
2015	$24.45455	$23.20063	6,589
2016	$23.20063	$25.80085	6,580
2017	$25.80085	$29.98828	8,375
2018	$29.98828	$26.85010	8,299
2019	$26.85010	$34.26220	7,593
Putnam VT George Putnam Balanced Fund - Class IB			
2010	$9.09326	$9.86111	1,106
2011	$9.86111	$9.91680	1,106
2012	$9.91680	$10.91937	1,106
2013	$10.91937	$12.61805	1,106
2014	$12.61805	$13.66514	1,106
2015	$13.66514	$13.22016	1,106
2016	$13.22016	$13.97301	0
2017	$13.97301	$15.73661	0
2018	$15.73661	$14.91311	0
2019	$14.91311	$18.09600	0
Putnam VT Global Asset Allocation Fund - Class IB			
2010	$9.52154	$10.68556	8,731
2011	$10.68556	$10.41257	8,731
2012	$10.41257	$11.63478	0
2013	$11.63478	$13.60395	0
2014	$13.60395	$14.56582	0
2015	$14.56582	$14.27730	0
2016	$14.27730	$14.90910	0
2017	$14.90910	$16.82752	0
2018	$16.82752	$15.26906	0
2019	$15.26906	$17.50075	0

For the Year Ending December 31	Accumulation Unit Value At Beginning of Period	Accumulation Unit Value At End of Period	Number of Accumulation Units Outstanding at End of Period
Putnam VT Global Equity Fund - Class IB			
2010	$5.10493	$5.48655	3,345
2011	$5.48655	$5.10293	3,168
2012	$5.10293	$6.00054	2,831
2013	$6.00054	$7.74920	2,427
2014	$7.74920	$7.69399	1,726
2015	$7.69399	$7.40006	1,537
2016	$7.40006	$7.31914	1,366
2017	$7.31914	$9.19510	1,137
2018	$9.19510	$7.87788	958
2019	$7.87788	$9.75903	9,946
Putnam VT Global Health Care Fund - Class IB			
2010	$9.84494	$9.87103	6,123
2011	$9.87103	$9.54548	6,123
2012	$9.54548	$11.41962	6,123
2013	$11.41962	$15.82992	6,123
2014	$15.82992	$19.77154	6,123
2015	$19.77154	$20.85288	6,123
2016	$20.85288	$18.08925	6,123
2017	$18.08925	$20.41001	6,123
2018	$20.41001	$19.85071	6,123
2019	$19.85071	$25.30873	6,123
Putnam VT Government Money Market Fund - Class IB			
2010	$10.36478	$10.14573	0
2011	$10.14573	$9.92930	0
2012	$9.92930	$9.71621	0
2013	$9.71621	$9.50827	0
2014	$9.50827	$9.30477	0
2015	$9.30477	$9.10563	0
2016	$9.10563	$8.91135	0
2017	$8.91135	$8.74177	0
2018	$8.74177	$8.65397	0
2019	$8.65397	$8.59961	0
Putnam VT Growth Opportunities Fund - Class IB			
2010	$3.79605	$4.35767	6,095
2011	$4.35767	$4.08826	6,050
2012	$4.08826	$4.70281	5,894
2013	$4.70281	$6.26478	4,022
2014	$6.26478	$6.98310	3,964
2015	$6.98310	$6.90299	3,901
2016	$6.90299	$7.19502	3,843
2017	$7.19502	$9.21690	2,715
2018	$9.21690	$9.23252	2,703
2019	$9.23252	$12.35379	2,492
Putnam VT High Yield Fund - Class IB			
2010	$14.09328	$15.72685	2,822
2011	$15.72685	$15.65957	2,802
2012	$15.65957	$17.77509	3,650
2013	$17.77509	$18.75919	3,643
2014	$18.75919	$18.64195	3,635
2015	$18.64195	$17.26479	3,626
2016	$17.26479	$19.52151	3,618
2017	$19.52151	$20.43680	3,489
2018	$20.43680	$19.18248	3,489
2019	$19.18248	$21.47291	3,489

For the Year Ending December 31	Accumulation Unit Value At Beginning of Period	Accumulation Unit Value At End of Period	Number of Accumulation Units Outstanding at End of Period
Putnam VT Income Fund - Class IB			
2010	$13.84134	$14.88064	1,304
2011	$14.88064	$15.28974	1,122
2012	$15.28974	$16.56749	1,184
2013	$16.56749	$16.51469	1,258
2014	$16.51469	$17.20298	760
2015	$17.20298	$16.58757	667
2016	$16.58757	$16.55644	596
2017	$16.55644	$17.10832	588
2018	$17.10832	$16.77266	530
2019	$16.77266	$18.36460	385
Putnam VT International Equity Fund - Class IB			
2010	$7.97875	$8.59013	301
2011	$8.59013	$6.98219	301
2012	$6.98219	$8.32902	301
2013	$8.32902	$10.43784	301
2014	$10.43784	$9.52115	0
2015	$9.52115	$9.32948	0
2016	$9.32948	$8.90545	0
2017	$8.90545	$11.03122	0
2018	$11.03122	$8.73000	0
2019	$8.73000	$10.69132	0
Putnam VT International Growth Fund - Class IB			
2010	$6.82115	$7.48924	2,237
2011	$7.48924	$6.01665	2,226
2012	$6.01665	$7.12375	2,226
2013	$7.12375	$8.52988	2,226
2014	$8.52988	$7.83345	2,224
2015	$7.83345	$7.75073	2,224
2016	$7.75073	$7.07505	2,224
2017	$7.07505	$9.34957	2,224
2018	$9.34957	$7.44252	2,224
2019	$7.44252	$9.09834	2,224
Putnam VT International Value Fund - Class IB			
2010	$9.89673	$10.37400	8,030
2011	$10.37400	$8.75223	7,952
2012	$8.75223	$10.42227	3,336
2013	$10.42227	$12.46357	3,310
2014	$12.46357	$11.03838	3,276
2015	$11.03838	$10.58493	3,245
2016	$10.58493	$10.47252	3,216
2017	$10.47252	$12.77916	3,985
2018	$12.77916	$10.30074	3,974
2019	$10.30074	$12.11786	3,773
Putnam VT Mortgage Securities Fund - Class IB			
2010	$14.71205	$15.13861	624
2011	$15.13861	$15.82072	589
2012	$15.82072	$15.76680	647
2013	$15.76680	$15.35397	318
2014	$15.35397	$15.67194	133
2015	$15.67194	$15.23464	125
2016	$15.23464	$14.93843	117
2017	$14.93843	$14.90499	0
2018	$14.90499	$14.45138	0
2019	$14.45138	$16.00765	0

For the Year Ending December 31	Accumulation Unit Value At Beginning of Period	Accumulation Unit Value At End of Period	Number of Accumulation Units Outstanding at End of Period
Putnam VT Multi-Cap Core Fund - Class IB			
2010	$5.23882	$5.83982	1,336
2011	$5.83982	$5.71697	1,097
2012	$5.71697	$6.53521	1,097
2013	$6.53521	$8.64091	1,097
2014	$8.64091	$9.63153	1,048
2015	$9.63153	$9.21925	1,048
2016	$9.21925	$10.10886	0
2017	$10.10886	$12.15359	0
2018	$12.15359	$10.98340	0
2019	$10.98340	$14.14736	0
Putnam VT Research Fund - Class IB			
2010	$6.45176	$7.34702	1,789
2011	$7.34702	$7.06376	1,778
2012	$7.06376	$8.15001	1,768
2013	$8.15001	$10.63545	1,759
2014	$10.63545	$11.95330	1,751
2015	$11.95330	$11.51555	1,743
2016	$11.51555	$12.40458	1,734
2017	$12.40458	$14.97296	687
2018	$14.97296	$13.95953	684
2019	$13.95953	$18.19999	501
Putnam VT Small Cap Growth Fund - Class IB			
2010	$14.43906	$18.30213	2,738
2011	$18.30213	$16.81564	2,727
2012	$16.81564	$18.81727	0
2013	$18.81727	$24.69161	0
2014	$24.69161	$25.86378	0
2015	$25.86378	$23.38157	0
2016	$23.38157	$26.43159	0
2017	$26.43159	$27.91645	0
2018	$27.91645	$23.53320	0
2019	$23.53320	$31.65158	465
Putnam VT Small Cap Value Fund - Class IB			
2010	$15.12984	$18.65171	1,813
2011	$18.65171	$17.38877	1,746
2012	$17.38877	$19.98943	1,581
2013	$19.98943	$27.30717	1,246
2014	$27.30717	$27.63760	744
2015	$27.63760	$25.89690	671
2016	$25.89690	$32.30913	595
2017	$32.30913	$34.10596	576
2018	$34.10596	$26.71950	535
2019	$26.71950	$32.48400	753
Putnam VT Sustainable Future Fund - Class IB			
2010	$13.47920	$16.36314	0
2011	$16.36314	$15.19208	0
2012	$15.19208	$17.28125	0
2013	$17.28125	$24.02419	0
2014	$24.02419	$26.03593	0
2015	$26.03593	$24.37406	0
2016	$24.37406	$26.94968	0
2017	$26.94968	$29.19730	0
2018	$29.19730	$27.15489	0
2019	$27.15489	$34.54690	0

For the Year Ending December 31	Accumulation Unit Value At Beginning of Period	Accumulation Unit Value At End of Period	Number of Accumulation Units Outstanding at End of Period
Putnam VT Sustainable Leaders Fund - Class IB			
2010	$6.81498	$7.97278	2,269
2011	$7.97278	$7.40513	2,060
2012	$7.40513	$8.45992	2,014
2013	$8.45992	$11.29468	1,587
2014	$11.29468	$12.54273	1,524
2015	$12.54273	$12.23747	1,498
2016	$12.23747	$12.90784	1,475
2017	$12.90784	$16.32283	1,141
2018	$16.32283	$15.72657	1,136
2019	$15.72657	$20.98400	1,076

* *The Accumulation Unit Values in this table reflect a mortality and expense risk charge of 2.15%.*

Appendix C
Withdrawal Adjustment Example – Income Benefits*

Issue Date: January 1, 2003

Initial Purchase Payment: $50,000 (For **Putnam Allstate Advisor Plus Contracts,** a $2,000 Credit Enhancement would apply)

					Income Benefit Amount				
					Purchase Payment Value			5% Roll-Up Value**	
Date	Type of Occurrence	Beginning Contract Value	Transaction Amount	Contract Value After Occurrence	Advisor and Preferred	Plus	Maximum Anniversary Value	Advisor and Preferred	Plus
1/1/04	Contract Anniversary	$ 55,000	$ —	$ 55,000	$ 50,000	$ 52,000	$ 55,000	$ 52,500	$ 54,600
7/1/04	Partial Withdrawal	$ 60,000	$ 15,000	$ 45,000	$ 37,500	$ 39,000	$ 41,250	$ 40,347	$ 41,961

The following shows how we compute the adjusted income benefits in the example above. Please note that the withdrawal adjustment reduces the Purchase Payment Value, the Maximum Anniversary Value and the 5% Roll-Up Value by the same proportion as the withdrawal reduces the Contract Value.

		Advisor and Preferred	Plus
Purchase Payment Value Income Benefit			
Partial Withdrawal Amount	(a)	$15,000	$15,000
Contract Value Immediately Prior to Partial Withdrawal	(b)	$60,000	$60,000
Value of Income Benefit Amount Immediately Prior to Partial Withdrawal	(c)	$50,000	$52,000
Withdrawal Adjustment	[(a)/(b)]*(c)	$12,500	$13,000
Adjusted Income Benefit		$37,500	$39,000
Maximum Anniversary Value Income Benefit			
Partial Withdrawal Amount	(a)	$15,000	$15,000
Contract Value Immediately Prior to Partial Withdrawal	(b)	$60,000	$60,000
Value of Income Benefit Amount Immediately Prior to Partial Withdrawal	(c)	$55,000	$55,000
Withdrawal Adjustment	[(a)/(b)]*(c)	$13,750	$13,750
Adjusted Income Benefit		$41,250	$41,250
5% Roll-Up Value Income Benefit			
Partial Withdrawal Amount	(a)	$15,000	$15,000
Contract Value Immediately Prior to Partial Withdrawal	(b)	$60,000	$60,000
Value of Income Benefit Amount Immediately Prior to Partial Withdrawal (assumes half years worth of interest on $52,500 and $54,600, respectively)	(c)	$53,796	$55,948
Withdrawal Adjustment	[(a)/(b)]*(c)	$13,449	$13,987
Adjusted Income Benefit		$40,347	$41,961

* For purpose of illustrating the withdrawal adjustment calculation, the example assumes the same hypothetical Contract Values and Maximum Anniversary Value for all Contracts, net of applicable fees and charges. Actual income benefit amounts will differ due to the different fees and charges under each Contract and the Credit Enhancement available under the **Putnam Allstate Advisor Plus Contract.** Please remember that you are looking at an example and that your investment performance may be greater or lower than the figures shown.

** A 6% Roll-Up Value was available for Contracts issued before October 2, 2000.

Appendix D
Withdrawal Adjustment Example – Death Benefits*

Issue Date: January 1, 2005

Initial Purchase Payment: $50,000 (For **Putnam Allstate Advisor Plus Contracts,** a $2,000 Credit Enhancement would apply) The following shows how we compute the adjusted death benefits in the example above. Please note that the Purchase Payment Value is reduced by the amount of the withdrawal, whereas the withdrawal adjustment reduces the Maximum Anniversary Value and Enhanced Beneficiary Protection Value by the same proportion as the withdrawal reduces the Contract Value.

					Death Benefit Amount				
					Purchase Payment Value			Enhanced Beneficiary Protection Value	
Date	Type of Occurrence	Beginning Contract Value	Transaction Amount	Contract Value After Occurrence	Advisor and Preferred	Plus	Maximum Anniversary Value	Advisor and Preferred	Plus
1/1/06	Contract Anniversary	$ 55,000	_	$ 55,000	$ 50,000	$ 52,000	$ 55,000	$ 52,500	$ 54,600
7/1/06	Partial Withdrawal	$ 60,000	$ 15,000	$ 45,000	$ 35,000	$ 37,000	$ 41,250	$ 40,347	$ 41,961

		Advisor and Preferred	Plus
Purchase Payment Value Death Benefit			
Partial Withdrawal Amount		$15,000	$15,000
Value of Death Benefit Amount Immediately Prior to Partial Withdrawal		$50,000	$52,000
Adjusted Death Benefit		$35,000	$37,000
Maximum Anniversary Value Death Benefit			
Partial Withdrawal Amount	(a)	$15,000	$15,000
Contract Value Immediately Prior to Partial Withdrawal	(b)	$60,000	$60,000
Value of Death Benefit Amount Immediately Prior to Partial Withdrawal	(c)	$55,000	$55,000
Withdrawal Adjustment	[(a)/(b)]*(c)	$13,750	$13,750
Adjusted Death Benefit		$41,250	$41,250
Enhanced Beneficiary Protection Value Death Benefit			
Partial Withdrawal Amount	(a)	$15,000	$15,000
Contract Value Immediately Prior to Partial Withdrawal	(b)	$60,000	$60,000
Value of Death Benefit Amount Immediately Prior to Partial Withdrawal (assumes half years worth of interest on $52,500 and $54,600, respectively)	(c)	$53,796	$55,948
Withdrawal Adjustment	[(a)/(b)]*(c)	$13,449	$13,987
Adjusted Death Benefit		$40,347	$41,961

* For purpose of illustrating the withdrawal adjustment calculation, the example assumes the same hypothetical Contract Values and Maximum Anniversary Value for all Contracts, net of applicable fees and charges. Actual death benefit amounts will differ due to the different fees and charges under each Contract and the Credit Enhancement available under the **Putnam Allstate Advisor Plus Contract.** Please remember that you are looking at an example and that your investment performance may be greater or lower than the figures shown.

Appendix E
Calculation of Earnings Protection Death Benefit Option*

The following are examples of the Earnings Protection Death Benefit Option. For illustrative purposes, the examples assume Earnings in each case. Please remember that you are looking at examples and that your investment performance may be greater or lower than the figures shown.

Example 1: Elected When Contract Was Issued Without Any Subsequent Additions or Withdrawals

Assume that the oldest Contract Owner or Annuitant is age 55 on the Rider Application Date and elects the Earnings Protection Death Benefit Option when the contract is issued. The Contract Owner makes an initial purchase payment of $100,000. After four years, the Contract Owner dies. On the date Allstate Life receives Due Proof of Death, the Contract Value is $125,000. Prior to his death, the Contract Owner did not make any additional purchase payments or take any withdrawals.

The calculation is:

			Advisor, Advisor Plus & Advisor Preferred
(A)	Contract Value:		$125,000.00
(B)	Total Purchase Payments:		$100,000.00
(C)	Total Excess-of-Earnings Withdrawals:		$0.00
(D)	In-Force Premium:		$100,000.00
(E)	In-Force Earnings:	(E) = (A) – (D)	$25,000.00
(F)	Cap:	(F) = 100% * (D)	$100,000.00
(G)	**Earnings Protection Death Benefit**:**	(G) = MIN [40% * (E); (F)]	**$10,000.00**

* For purposes of illustrating the calculation of Earnings Protection Death Benefit Option, the example assumes the same hypothetical Contract Values and Maximum Anniversary Values for all Contracts, net of applicable fees and charges. Actual death benefit amounts will differ due to the different fees and charges under each Contract and Credit Enhancement available under the Putnam Allstate Advisor Plus Contract.

** If the oldest Contract Owner or Annuitant had been over age 65, and both were age 75 or younger on the Rider Application Date, the Earnings Protection Death Benefit would be 25% of the In-Force Earnings ($6,250.00).

Example 2: Elected When Contract Was Issued With Subsequent Withdrawals

Assume the same facts as above, except that the Contract Owner has taken a withdrawal of $10,000 during the second year of the Contract. Immediately prior to withdrawal, the Contract Value is $105,000. The Contract Value on the date Allstate Life receives Due Proof of Death will be assumed to be $114,000.

The calculation of the Total Excess-of-Earnings Withdrawals is:

(1)	Contract Value:		$105,000.00
(2)	Total Purchase Payments:		$100,000.00
(3)	Prior Excess-of-Earnings Withdrawals:		$0.00
(4)	In-Force Premium:		$100,000.00
(5)	In-Force Earnings:	(5) = (1) – (4)	$5,000.00
(6)	Withdrawal Amount:		$10,000.00
(7)	Excess-of-Earnings Withdrawal:	(7) = (6) – (5) and cannot be negative	$5,000.00
(8)	Total Excess-of-Earnings Withdrawals:	(8) = (3) + (7)	$5,000.00

The calculation of the Earnings Protection Death Benefit is:

(A)	Contract Value:		$114,000.00
(B)	In-Force Premium (before withdrawal):		$100,000.00
(C)	Total Excess-of-Earnings Withdrawals:		$ 5,000.00
(D)	In-Force Premium (after withdrawal):	(D) = (B) – (C)	$95,000.00
(E)	In-Force Earnings:	(E) = (A) – (D)	$19,000.00
(F)	Cap:	(F) = 100% * (D)	$95,000.00
(G)	**Earnings Protection Death Benefit**:**	(G) = MIN [40% * (E); (F)]	**$7,600.00**

* For purposes of illustrating the calculation of Earnings Protection Death Benefit Option, the example assumes the same hypothetical Contract Values and Maximum Anniversary Values for all Contracts, net of applicable fees and charges. Actual death benefit amounts will differ due to the different fees and charges under each Contract and the Credit Enhancement available under the Putnam Allstate Advisor Plus Contract.

** If the oldest Contract Owner or Annuitant had been over age 65, and both were age 75 or younger on the Rider Application Date, the Earnings Protection Death Benefit would be 25% of the In-Force Earnings ($4,750.00).

Example 3: Elected After Contract Was Issued With Subsequent Additions and Withdrawals

This example is intended to illustrate the effect of adding the Earnings Protection Death Benefit Rider after the Contract has been issued and the effect of later purchase payments. Assume that the oldest Contract Owner or Annuitant is age 70 on the Rider Application Date. At the time the Contract is issued, the Contract Owner makes a purchase payment of $100,000. After two years pass, the Contract Owner elects to add the Earnings Protection Death Benefit Rider. On the date this Rider is added, the Contract Value is $110,000. Two years later, the Contract Owner withdraws $50,000. Immediately prior to the withdrawal, the Contract Value is $130,000. Another two years later, the Contract Owner makes an additional purchase payment of $40,000. Two years later, the Contract Owner dies with a Contract Value of $140,000 on the date Allstate Life receives Due Proof of Death.

The calculation of the Total Excess-of-Earnings Withdrawals is:

(1)	Contract Value:		$130,000.00
(2)	Contract Value on Rider Date:		$110,000.00
(3)	Prior Excess-of-Earnings Withdrawals:		$0.00
(4)	In-Force Premium:		$110,000.00
(5)	In-Force Earnings:	(5) = (1) – (4)	$20,000.00
(6)	Withdrawal Amount:		$50,000.00
(7)	Excess-of-Earnings Withdrawal:	(7) = (6) – (5) and cannot be negative	$30,000.00
(8)	Total Excess-of-Earnings Withdrawals:	(8) = (3) + (7)	$30,000.00

The calculation of the Earnings Protection Death Benefit is:

(A)	Contract Value:		$140,000.00
(B)	In-Force Premium (before withdrawal and purchase payment):		$110,000.00
(C)	Total Excess-of-Earnings Withdrawals:		$30,000.00
(D)	Additional Purchase Payment:		$40,000.00
(E)	In-Force Premium (after withdrawal and purchase payment):	(E) = (B) – (C) + (D)	$120,000.00
(F)	In-Force Earnings:	(F) = (A) – (E)	$20,000.00
(G)	Cap:	(G) = 50% * (E)	$60,000.00
(H)	**Earnings Protection Death Benefit**:**	(H) = MIN [25% * (F); (G)]	**$5,000.00**

* For purposes of illustrating the calculation of Earnings Protection Death Benefit Option, the example assumes the same hypothetical Contract Values and Maximum Anniversary Values for all Contracts, net of applicable fees and charges. Actual death benefit amounts will differ due to the different fees and charges under each Contract and the Credit Enhancement available under the Putnam Allstate Advisor Plus Contract.

** If the oldest Contract Owner or Annuitant had been age 65 or younger on the Rider Application Date, the Earnings Protection Death Benefit would be 40% of the In-Force Earnings ($8,000.00).

Example 4: Spousal Continuation:

This example is intended to illustrate the effect of a surviving spouse electing to continue the contract upon the death of the Contract Owner on a Contract with the Earnings Protection Death Benefit Rider. Assume that the oldest Contract Owner or Annuitant is age 60 at the time the Contract is purchased (with the Earnings Protection Death Benefit Rider but without any other rider) with a $100,000 purchase payment. Five years later the Contract Owner dies and the surviving spouse elects to continue the contract. The Contract Value and Maximum Anniversary Value at this time are $150,000 and $160,000, respectively.

The calculation of the Earnings Protection Death Benefit is:

(A)	Contract Value:		$150,000.00
(B)	In-Force Premium (before withdrawal and purchase payment):		$100,000.00
(C)	Total Excess-of-Earnings Withdrawals:		$0.00
(D)	Additional Purchase Payment:		$0.00
(E)	In-Force Premium (after withdrawal and purchase payment):		$100,000.00
(F)	In-Force Earnings:	(F) = (A) – (E)	$50,000.00
(G)	Cap:	(G) = 100% * (E)	$100,000.00
(H)	**Earnings Protection Death Benefit**:**	(H) = MIN [40% * (F); (G)]	**$20,000.00**

* For purposes of illustrating the calculation of Earnings Protection Death Benefit Option, the example assumes the same hypothetical Contract Values and Maximum Anniversary Values for all Contracts, net of applicable fees and charges. Actual death benefit amounts will differ due to the different fees and charges under each Contract and the Credit Enhancement available under the Putnam Allstate Advisor Plus Contract.

** If the oldest Contract Owner or Annuitant had been over age 65, and both were age 75 or younger on the Rider Application Date, the Earnings Protection Death Benefit would be 25% of the In-Force Earnings ($12,500.00).

The calculation of the Continued Contract Value is:

(1)	Premium invested (for the purposes of calculating the Death Benefit):		$100,000.00
(2)	Contract Value:		$150,000.00
(3)	Maximum Anniversary Value:		$160,000.00
(4)	Death Benefit (excluding Earnings Protection Death Benefit):	(4) = MAX [(1); (2); (3)]	$160,000.00
(5)	Earnings Protection Death Benefit:	(H) from above	$20,000.00
(6)	Continuing Contract Value:	(6) = (4) + (5)	$180,000.00

Assume the surviving spouse is age 68 when the Contract is continued. At this time, the surviving spouse has the option to continue the Earnings Protection Death Benefit Rider at an additional mortality and expense risk charge of 0.35% and with an In-force Premium amount equal to the continuing Contract Value and the Rider Date reset to the date the Contract is continued. If this election is made, the Earnings Protection Death Benefit will be equal to the lesser of 25% of In-Force Earnings and 50% of In-Force Premium. Otherwise, the surviving spouse may elect to terminate the Earnings Protection Death Benefit Rider at the time of continuation.

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