FILING DATE: The application was filed on June 28, 1995, and amended on September 15, 1995.

HEARING OR NOTIFICATION OF HEARING: An amended order granting the application will be issued unless the Commission orders a hearing. Interested persons may request a hearing by writing to the Commission's Secretary and serving Applicants with a copy of the request, personally or by mail. Hearing requests should be received by the Commission by 5:30 p.m. on October 19, 1995, and should be accompanied by proof of service on Applicants in the form of an affidavit or, for lawyers, a certificate of service. Hearing requests should state the nature of the requester's interest, the reason for the request, and the issues contested. Persons may request notification of a hearing by writing to the Commission's Secretary.

ADDRESSES: Secretary, SEC, 450 5th Street, N.W., Washington, D.C. 20549. Applicants, David E. Stone, Esq., Northbrook Life Insurance Company, 3100 Sanders Road, J5B, Northbrook, Illinois 60062.

FOR FURTHER INFORMATION CONTACT: Mark C. Amorosi, Attorney, or Wendy Finck Friedlander, Deputy Chief, at (202) 942–0670, Office of Insurance Products (Division of Investment Management).

SUPPLEMENTARY INFORMATION: Following is a summary of the application; the complete application is available for a fee from the Commission's Public Reference Branch.

Applicant's Representations

1. By order dated August 29, 1990 (the "Order"),¹ Applicants received relief pursuant to Section 6(c) of the 1940 Act exempting them from the provisions of Sections 26(a)(2)(C) and 27(c)(2) of the 1940 Act to the extent necessary to allow Northbrook to deduct from the Variable Account the mortality and expense risk charge imposed under the Contracts. Applicants propose amending the Contracts (the "Amended Contracts") to provide an optional enhanced death benefit and to deduct an increased mortality and expense risk charge in connection therewith.

2. Northbrook, the depositor and sponsor of the Variable account, is a stock life insurance company organized under the laws of Illinois in 1978. Northbrook is a wholly-owned subsidiary of Allstate Life Insurance Company which is a wholly-owned subsidiary of Allstate Insurance Company. Northbrook sells annuities and individual life insurance and is licensed to operate in the District of Columbia, all states (except New York) and Puerto Rico.

3. The Variable Account was established by Northbrook as a segregated investment account under the laws of Illinois on May 18, 1990, pursuant to a resolution of the Board of Directors, as a funding medium for variable annuity contracts. The Variable Account is registered under the 1940 Act as a unit investment trust. The Variable Account is divided into eleven subaccounts, each of which invests solely in a corresponding portfolio (the "Portfolios") of the Dean Witter Variable Investment Series (the "Fund"). Each Portfolio has different investment objectives and policies and operates as a separate investment fund.

4. Dean Witter, a member of the National Association of Securities Dealers and New York Stock Exchange, is the principal underwriter for the Contracts and is intended to be the principal underwriter of the Amended Contracts. Dean Witter is a whollyowned subsidiary of Dean Witter, Discover & Co.

5. Applicants state that the Amended Contracts are identical to the Contracts with the exception of the death benefit provided and the mortality and expense risk charge imposed in connection therewith. Under the Contracts, if the owner or the last surviving annuitant dies prior to the payout start date, the death benefit (the "Standard Death Benefit'') will be the greatest of (a) the sum of all purchase payments less any amounts deducted in connection with partial withdrawals including any applicable early withdrawal charges or premium taxes; or (b) the cash value on the date that Northbrook receives due proof of death: or (c) the cash value on the most recent death benefit anniversary less any amounts deducted in connection with partial withdrawals, including any applicable early withdrawal charges and premium taxes deducted from the cash value, since that anniversary. The death benefit anniversary is every sixth contract anniversary.

6. Applicants state that under the Amended Contracts, owners may elect an additional death benefit option (the "Enhanced Death Benefit") at the time of initial purchase. If the owner dies prior to the payout start date and has elected the Enhanced Death Benefit option, the amount payable will be the greater of the Standard Death Benefit or the Enhanced Death Benefit, which is calculated as follows:

(a) On the date of issue, the Enhanced Death Benefit is equal to the initial purchase payment. (b) On each certificate anniversary, but not beyond the certificate anniversary preceding all owner(s)' 75th birthday, the Enhanced Death Benefit will be recalculated as follows:

(i) The Enhanced Death Benefit as of the prior certificate anniversary multiplied by 1.05 (which results in an increase of 5% annually).

(c) Further, for all ages, the Enhanced Death Benefit will be adjusted on each certificate anniversary, or upon receipt of a death claim, as follows:

(i) The Enhanced Death Benefit will be reduced by the percentage of any cash value withdrawn since the prior certificate anniversary.

(ii) Any additional purchase payments since the prior certificate anniversary will be added.

The Enhanced Death Benefit will never be greater than the maximum death benefit allowed by applicable state non-forfeiture laws. In addition, the Enhanced Death Benefit does not apply to the death of the annuitant if the annuitant is different from the owner.

7. Various fees and charges are deducted under the Amended Contracts. An annual contract maintenance charge of \$30 will be deducted from cash value to reimburse Northbrook for certain administrative expenses. This fee is guaranteed not to increase for the duration of the Amended Contract. A daily asset-based administration charge equal to an effective annual rate of 0.10% of the daily net assets in the Variable Account will be deducted to cover actual administrative expenses which exceed the revenues from the contract maintenance charge. Applicants state that they will rely on the provisions of Rule 26a-1 under the 1940 Act for any exemptive relief necessary to permit the deductions for these administrative charges.

8. Northbrook reserves the right to deduct state premium taxes relative to the Amended Contract either (a) from premium payments as received, (b) upon a total withdrawal, or (c) at the payout start date. Premium taxes currently range from 0% up to 3.5%.

9. Certain full or partial withdrawals will be subject to a contingent deferred sales charge ("Early Withdrawal Charge") during the first six Amended Contract years as follows:

Number of contract years since purchase payment being withdrawn was made	Applicable withdrawal charge per- centage
0 years	6
1 year	5
2 years	4
3 years	3
4 years	2

¹ Release No. IC-17710 (Aug. 29, 1990).