

SECURITIES AND EXCHANGE COMMISSION

FORM 485APOS

Post-effective amendments [Rule 485(a)]

Filing Date: **2001-08-03**
SEC Accession No. **0000912057-01-526524**

(HTML Version on secdatabase.com)

FILER

ALLMERICA FIN LIFE INS & ANN CO ALLMERICA SEL ACCT	Mailing Address 440 LINCOLN STREET WORCHESTER MA 01653	Business Address 440 LINCOLN ST WORCESTER MA 01653 5088551000
CIK: 886134 IRS No.: 046145677 State of Incorpor.: MA Fiscal Year End: 1231 Type: 485APOS Act: 33 File No.: 333-78245 Film No.: 1697388		
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SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM N-4

REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933
Post-Effective Amendment No. 6

REGISTRATION STATEMENT UNDER THE INVESTMENT COMPANY ACT OF 1940
Amendment No. 52

ALLMERICA SELECT SEPARATE ACCOUNT OF
ALLMERICA FINANCIAL LIFE INSURANCE AND ANNUITY COMPANY
(Exact Name of Registrant)

ALLMERICA FINANCIAL LIFE INSURANCE AND
ANNUITY COMPANY
(Name of Depositor)
440 Lincoln Street
Worcester, MA 01653
(Address of Depositor's Principal Executive Offices)
(508) 855-1000
(Depositor's Telephone Number, including Area Code)

Charles F. Cronin, Secretary
Allmerica Financial Life Insurance and Annuity Company
440 Lincoln Street
Worcester, MA 01653
(Name and Address of Agent for Service of Process)

It is proposed that this filing will become effective:

immediately upon filing pursuant to paragraph (b) of Rule 485

on (date) pursuant to paragraph (b) of Rule 485

X 60 days after filing pursuant to paragraph (a) (1) of Rule 485

on (date) pursuant to paragraph (a) (1) of Rule 485

this post-effective amendment designates a new effective
date for a previously filed post-effective amendment

VARIABLE ANNUITY CONTRACTS

Pursuant to Reg. Section 270.24f-2 of the Investment Company Act of 1940 ("1940 Act"), Registrant hereby declares that an indefinite amount of its securities has been registered under the Securities Act of 1933 ("1933 Act"). The Rule 24f-2 Notice for the issuer's fiscal year ended December 31, 2000 was filed on or before March 30, 2001.

This Post-Effective Amendment No. 6 under the Securities Act of 1933 is being filed for the purposes of adding supplements to the Allmerica Select Reward Prospectus of the Allmerica Select Separate Account of Allmerica Financial Life Insurance and Annuity Company dated May 1, 2001 and to generally update corporate information for the Company and the Registrant in Part C. All other pertinent information regarding this Registration Statement including the Prospectus and Statement of Additional Information were previously filed in Registrant's Post-Effective Amendment No. 5 on April 30, 2001 and is incorporated by reference herein.

CROSS REFERENCE SHEET SHOWING LOCATION IN PROSPECTUS OF ITEMS CALLED FOR
BY FORM N-4

FORM N-4 ITEM NO.	CAPTION IN PROSPECTUS
1	Cover Page
2	Special Terms
3	Summary of Fees and Expenses; Summary of Contract Features
4	Condensed Financial Information; Performance Information
5	Description of the Company, the Variable Account and The Underlying Investment Companies
6	Charges and Deductions
7	Description of the Contract -- The Accumulation Phase; Annuitization - The Payout Phase
8	Annuitization -- The Payout Phase
9	Description of the Contract -- Accumulation Phase, G. Death Benefit
10	Payments; Computation of Values; Distribution
11	Surrender and Withdrawals; Surrender Charge; Charges and Deductions; Withdrawal Without Surrender Charge; Texas Optional Retirement Program
12	Federal Tax Considerations
13	Legal Matters
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FORM N-4 ITEM NO. CAPTION IN STATEMENT OF ADDITIONAL INFORMATION

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17	General Information and History
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FORM N-4 ITEM NO. CAPTION IN STATEMENT OF ADDITIONAL INFORMATION (CONT'D)

20	Performance Information
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22	Financial Statements

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A POST-EFFECTIVE AMENDMENT TO THE REGISTRATION STATEMENT FOR THE ALLMERICA SELECT REWARD VARIABLE ANNUITY CONTRACT AND THE ALLMERICA SELECT SEPARATE ACCOUNT, WHICH INCLUDES THIS SUPPLEMENT, HAS BEEN FILED WITH THE SECURITIES AND EXCHANGE COMMISSION BUT HAS NOT YET BECOME EFFECTIVE. THE INFORMATION IN

THIS SUPPLEMENT IS NOT COMPLETE AND MAY BE CHANGED. THE OPTIONAL ENHANCED EARNINGS RIDERS AND THE BREAKTHROUGH ENHANCED DEATH BENEFIT RIDER ("THE RIDERS") DESCRIBED IN THE SUPPLEMENT MAY NOT BE SOLD UNTIL THE POST-EFFECTIVE AMENDMENT TO THE REGISTRATION STATEMENT IS EFFECTIVE. THIS SUPPLEMENT IS NOT AN OFFER TO SELL THE RIDERS. THIS SUPPLEMENT DOES NOT SOLICIT AN OFFER TO BUY THE RIDERS IN ANY STATE WHERE THE OFFER OR SALE IS NOT PERMITTED.

ALLMERICA SELECT SEPARATE ACCOUNT

ALLMERICA FINANCIAL LIFE INSURANCE AND ANNUITY COMPANY
FIRST ALLMERICA FINANCIAL LIFE INSURANCE COMPANY

SUPPLEMENT TO PROSPECTUS DATED MAY 1, 2001

* * *

OPTIONAL ENHANCED EARNINGS RIDER

An optional Enhanced Earnings Rider ("EER") is available at issue in most jurisdictions for a separate monthly charge. The EER provides for additional amounts to be paid to the beneficiary under certain circumstances in the event that an Owner (or an Annuitant if the Owner is a non-natural person) dies prior to the Annuity Date. The EER is available at issue up to age 75 of the oldest Owner.

CONDITIONS FOR PAYMENT OF THE EER BENEFIT

For any benefit to be payable under the EER, certain conditions must be met, as follows:

1. The death must occur prior to the Annuity Date.
2. The difference between (a) and (b) must be greater than zero, where:
 - (a) is the Accumulated Value, and
 - (b) is gross payments not previously withdrawn.

If (a) minus (b) is zero or less, no benefit will be payable.

Under the EER, Accumulated Value is determined on the Valuation Date on which due proof of death and all necessary documentation have been received at the Principal Office.

For purposes of the EER, withdrawals will be considered withdrawn from earnings first and then withdrawn from gross payments on a last-in, first-out basis. Therefore, the value of the EER largely depends on the amount of earnings that accumulate under the Contract. If you expect to withdraw the earnings from your Accumulated Value, electing the EER may not be appropriate. Your financial representative can help you determine if the EER is appropriate in your circumstances.

AMOUNT OF EER BENEFIT

ISSUE AGE 0 TO 70 - If a benefit is payable under the EER, it will be equal to the LESSER of:

- (a) 50% of gross payments not previously withdrawn. (For purposes of this calculation only, except for the Initial Payment, gross payments shall not include payments made under the Contract during the 12-month period immediately prior to the date of death.); or
- (b) 50% of the difference between the Accumulated Value and gross payments not previously withdrawn.

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ISSUE AGE 71 TO 75 - If a benefit is payable under the EER, it will be equal to the LESSER of:

- (a) 25% of gross payments not previously withdrawn. (For purposes of this calculation only, except for the Initial Payment, gross payments shall not include payments made under the Contract during the 12-month period

immediately prior to the date of death.); or

- (b) 25% of the difference between the Accumulated Value and gross payments not previously withdrawn.

The EER benefit shall be paid in the same manner that the death benefit is paid prior to the Annuity Date.

CHARGE FOR THE EER

The Company will assess a monthly rider charge for the EER, which will be deducted Pro Rata on the last day of each Contract Month prior to the Annuity Date. The monthly rider charge will be equal to 1/12th of 0.25% of the Accumulated Value on that date.

EXAMPLES

EXAMPLE 1

Assume that the oldest Owner is 67 years old at the time the Contract is issued and selects the Enhanced Earnings Rider. The Owner makes an initial payment of \$100,000 and does not make any subsequent payments or take any withdrawals. Further assume that the Owner dies five years later and on the date that due proof of death and all necessary documentation are received by the Company the Accumulated Value is equal to \$150,000.

The Enhanced Earnings Benefit on that date is equal to the LESSER of :

- (a) 50% of the gross payments (not previously withdrawn) made to the Contract (excluding payments made in the 12 months prior to the date of death) = $(50\% \times 100,000) = \$50,000$; or
- (b) 50% of the difference between the Accumulated Value and the gross payments (not previously withdrawn) made to the contract = $(50\% \times (150,000 - 100,000)) = \$25,000$

The Enhanced Earnings Benefit is equal to \$25,000 under (b), which is the lesser of \$50,000 ($50\% \times 100,000$) and \$25,000 ($50\% \times (150,000 - 100,000)$).

EXAMPLE 2

Assume that the oldest Owner is 67 years old at the time the Contract is issued and selects the Enhanced Earnings Rider. The Owner makes an initial payment of \$100,000 and does not make any subsequent payments or take any withdrawals. Further assume that the Owner dies ten years later and on the date that due proof of death and all necessary documentation are received by the Company the Accumulated Value is equal to \$250,000.

The Enhanced Earnings Benefit on that date is equal to the LESSER of:

- (a) 50% of the gross payments (not previously withdrawn) made to the Contract (excluding payments made in the 12 months prior to the date of death) = $(50\% \times \$100,000) - \$50,000$; or
- (b) 50% of the difference between the Accumulated Value and the gross payments (not previously withdrawn) made to the Contract = $(50\% \times (\$250,000 - \$100,000)) - \$75,000$

The Enhanced Earnings Benefit is equal to \$50,000 under (a), which is the lesser of \$50,000 ($50\% \times \$100,000$) and \$75,000 ($50\% \times (\$250,000 - \$100,000)$).

EXAMPLE 3

Assume that the oldest Owner is 67 years old at the time the Contract is issued and selects the Enhanced Earnings Rider. The Owner makes an initial payment of \$100,000 and does not make any subsequent payments. Further assume that the Owner takes a \$15,000 withdrawal and that the Accumulated Value was equal to \$150,000 before the withdrawal was taken. Since there was \$50,000 of earnings in the Contract at the time of withdrawal, for purposes of the Enhanced Earnings Rider the withdrawal is considered to be a withdrawal of \$15,000 of earnings. Immediately

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after the withdrawal, the Accumulated Value is \$135,000 and the gross payments (not previously withdrawn) is \$100,000.

Immediately after the withdrawal, the Enhanced Earnings Benefit is equal to the LESSER of :

- (a) 50% of the gross payments (not previously withdrawn) made to the Contract (excluding payments made in the 12 months prior to the date of death) = $(50\% \times \$100,000) = \$50,000$; or
- (b) 50% of the difference between the Accumulated Value and the gross payments (not previously withdrawn) made to the contract = $(50\% \times (\$135,000 - \$100,000)) = \$17,500$

The Enhanced Earnings Benefit is equal to \$17,500 under (b), which is the lesser of \$50,000 ($50\% \times 100,000$) and \$17,500 ($50\% \times (\$135,000 - \$100,000)$).

EXAMPLE 4

Assume that the oldest Owner is 67 years old at the time the Contract is issued and selects the Enhanced Earnings Rider. The Owner makes an initial payment of \$100,000 and does not make any subsequent payments. Further assume that the Owner takes a \$65,000 withdrawal and that the Accumulated Value was equal to \$150,000 before the withdrawal was taken. Since there was \$50,000 of earnings in the Contract at the time of the withdrawal, for purposes of the Enhanced Earnings Rider the withdrawal of \$65,000 is considered to be a withdrawal of \$50,000 earnings and \$15,000 of gross payments. Immediately after the withdrawal, the Accumulated Value is \$85,000 and the gross payments (not previously withdrawn) is \$85,000.

Immediately after the withdrawal, the Enhanced Earnings Benefit is equal to the LESSER of:

- (a) 50% of the gross payments (not previously withdrawn) made to the Contract (excluding payments made in the 12 months prior to the date of death) = $(50\% \times \$85,000) = \$42,500$; or
- (b) 50% of the difference between the Accumulated Value and the gross payments (not previously withdrawn) made to the contract = $(50\% \times (\$85,000 - \$85,000)) = \$0$

The Enhanced Earnings Benefit is equal to \$0 under (b), which is the lesser of \$42,500 ($50\% \times \$85,000$) and \$0 ($50\% \times (\$85,000 - \$85,000)$).

TERMINATING THE EER

Once the EER Rider is chosen, it cannot be discontinued unless the underlying contract is surrendered, annuitized, or a death benefit is payable. The EER Rider will terminate on the earliest of the following:

1. the Annuity Date;
2. the date the Contract is surrendered;
3. the date the Company determines a death benefit is payable; or
4. if the deceased Owner's spouse, who is the sole beneficiary, continues the contract.

If the payment of the death benefit is deferred under the Contract or if the Contract is continued by the deceased Owner's spouse, the amount of the EER benefit will be applied to the Contract through an allocation to the Sub-Account investing in the AIT Money Market Fund and the Rider will terminate.

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BREAKTHROUGH ENHANCED DEATH BENEFIT RIDER

An optional Breakthrough Enhanced Death Benefit Rider ("Breakthrough EDB Rider") is currently available at issue in most jurisdictions for a separate monthly

charge. The Owner may choose the Breakthrough EDB Rider or the other optional Enhanced Death Benefit Rider available under the Contracts.

The Breakthrough EDB Rider provides a death benefit guarantee if death of an Owner (or an Annuitant if the Owner is not a natural person) occurs before the Annuity Date. The death benefit guarantee provided by Breakthrough EDB Rider increases if the Accumulated Value reaches certain values.

Under the Breakthrough EDB Rider, a separate charge of 0.25% on an annual basis is made against the Contract's Accumulated Value on the last day of each Contract month, for the coverage provided during that month. The charge is made through a pro-rata reduction of Accumulation Units in the Sub-Accounts and dollar amounts in the Fixed and Guarantee Period Accounts.

The "Current Breakthrough Value" is the amount guaranteed as the death benefit. On the issue date of the Contract, it is equal to the initial payment. The "Target Breakthrough Value" is equal to 115% of the Current Breakthrough Value. Each time the Accumulated Value of the Contract reaches the Target Breakthrough Value, that Target Breakthrough Value becomes the new Current Breakthrough Value. A new Target Breakthrough Value is then set, which is 115% of the new Current Breakthrough Value. The Current Breakthrough Value is increased by subsequent Payments and proportionately reduced by withdrawals; see below.

BENEFIT PROVIDED BY THE BREAKTHROUGH EDB RIDER

The amount of the death benefit paid by the Company depends upon whether the death of an Owner (or an Annuitant if the Owner is a non-natural person) occurs before or on or after his/her 80th birthday.

I. DEATH BEFORE 80th BIRTHDAY. If an Owner (or an Annuitant if the Owner is a non-natural person), dies before the Annuity Date and before his/her 80th birthday, the death benefit is equal to the GREATER of:

- (a) the Accumulated Value on the date on which both the death certificate and all necessary claim paperwork have been received at the Company's Principal Office, increased for any positive Market Value Adjustment (if applicable); or
- (b) the Current Breakthrough Value on the date of death.

II. DEATH ON OR AFTER 80th BIRTHDAY. If an Owner (or an Annuitant if the Owner is a non-natural person) dies before the Annuity Date and after his/her 80th birthday, the death benefit is equal to GREATER of:

- (a) The Accumulated Value on the date on which both the death certificate and all necessary claim paperwork have been received at the Company's Principal Office, increased for any positive Market Value Adjustment (if applicable); or
- (b) The death benefit that would have been payable on the deceased's 80th birthday (as calculated under Section I above), increased for subsequent Payments and proportionately reduced for subsequent withdrawals, as described below.

EFFECT OF PAYMENTS ON THE BREAKTHROUGH EDB RIDER

Subsequent payments increase the Current Breakthrough Value by the amount of the payment. The Target Breakthrough Value is always 115% of the Current Breakthrough Value.

When a Payment is made:

- (a) the Current Breakthrough Value increases by the amount of the Payment; and
- (b) the Target Breakthrough Value increases to 115% of the new Current Breakthrough Value.

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For example, assume that immediately prior to a payment, the Current

Breakthrough Value is \$100,000, Accumulated Value is \$110,000, and the Target Breakthrough Value is \$115,000. The Owner then makes a payment of \$10,000. The new Current Breakthrough Value is \$110,000, the Accumulated Value is \$120,000, and the new Target Breakthrough Value is \$126,500 (115% of \$110,000).

EFFECT OF WITHDRAWALS ON THE BREAKTHROUGH EDB RIDER

Subsequent withdrawals proportionately reduce the Current Breakthrough Value, as described below. The Target Breakthrough Value is always 115% of the Current Breakthrough Value.

When a withdrawal is taken:

- (a) the Current Breakthrough Value decreases proportionately, as described below; and
- (b) the Target Breakthrough Value decreases to 115% of the new Current Breakthrough Value.

CALCULATION OF PROPORTIONATE REDUCTION DUE TO WITHDRAWALS

The proportionate reduction in a death benefit or in the Current Breakthrough Value is calculated by multiplying the amount of the death benefit or of the Current Breakthrough Value immediately prior to the withdrawal by the following fraction:

$$\frac{\text{Amount of the Withdrawal}}{\text{Accumulated Value immediately prior to the withdrawal}}$$

For example, assume that, immediately prior to a withdrawal, the Current Breakthrough Value is \$100,000, Accumulated Value is \$110,000, and the Target Breakthrough Value is \$115,000. The Owner then makes a withdrawal of \$5,000. The proportionate reduction in the Current Breakthrough Value is calculated as follows:

<Table>		
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Proportionate reduction	=	Current Breakthrough Value times (Amount of the Withdrawal divided by the Accumulated Value immediately prior to the withdrawal)
	-	\$100,000 times (\$5,000 divided by \$110,000)
	=	\$4,545
New Current Breakthrough Value	=	\$100,000 - \$4,545 = \$95,455
New Target Breakthrough Value	=	115% of \$95,455 = \$109,773
</Table>		

The new Current Breakthrough Value is \$95,455 and the new Target Breakthrough Value is \$109,773.

TERMINATING THE BREAKTHROUGH EDB RIDER

The Breakthrough EDB Rider will terminate on the earliest of the following:

1. the Annuity Date; or
2. the date the Contract is surrendered; or
3. the date the Company determines a death benefit is payable and the contract is not continued under a spousal takeover.

For more information on the benefits provided by the Breakthrough EDB Rider, see "Payment of the Death Benefit Prior to the Annuity Date" and "The Spouse of the Owner as Beneficiary" in the prospectus.

THE EER RIDER AND THE BREAKTHROUGH EDB RIDER MAY NOT BE AVAILABLE IN ALL STATES. WE MAY DISCONTINUE THE OFFERING OF THE EER RIDER AND THE BREAKTHROUGH EDB RIDER AT ANY TIME.

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The following new EXPENSE EXAMPLES are added to the SUMMARY OF FEES AND EXPENSES:

(3)(a) If, at the end of the applicable time period, you surrender your Contract, you would pay the following expenses on a \$1,000 investment, assuming 5% annual return on assets and election of a Minimum Guaranteed Annuity Payout Rider with a ten-year waiting period (charge of 0.35% annually), the Breakthrough Death Benefit Rider (charge of 0.25% annually), and the Enhanced Earnings Rider issued at age 75 (charge of 0.25% annually):

	1 YEAR	3 YEARS	5 YEARS	10 YEARS
<Table>				
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<S>	<C>	<C>	<C>	<C>
AIT Equity Index Fund	\$101	\$160	\$212	\$295
AIT Money Market Fund**	\$101	\$161	\$213	\$298
AIT Select Aggressive Growth Fund	\$105	\$173	\$234	\$342
AIT Select Capital Appreciation Fund	\$106	\$176	\$239	\$353
AIT Select Emerging Markets Fund	\$115	\$201	\$280	\$435
AIT Select Growth Fund	\$105	\$173	\$233	\$341
AIT Select Growth and Income Fund	\$104	\$171	\$230	\$333
AIT Select International Equity Fund	\$107	\$178	\$241	\$357
AIT Select Investment Grade Income Fund	\$102	\$164	\$219	\$310
AIT Select Strategic Growth Fund	\$108	\$182	\$248	\$372
AIT Select Strategic Income Fund***	\$105	\$172	\$232	\$337
AIT Select Value Opportunity Fund	\$106	\$176	\$239	\$353
AIM V.I. Aggressive Growth Fund	\$109	\$185	\$253	\$381
AIM V.I. Blue Chip Fund	\$110	\$188	\$259	\$394
AIM V.I. Value Fund	\$105	\$174	\$235	\$343
Alliance Growth and Income Portfolio (Class B)	\$106	\$176	\$240	\$354
Alliance Premier Growth Portfolio (Class B)	\$107	\$179	\$244	\$363
Deutsche VIT EAFE Equity Index	\$104	\$168	\$226	\$326
Deutsche VIT Small Cap Index	\$102	\$163	\$217	\$307
Eaton Vance VT Floating Rate-Income Fund	\$108	\$183	\$250	\$374
Eaton Vance VT Worldwide Health Sciences Fund	\$110	\$188	\$258	\$391
Fidelity VIP Equity-Income Portfolio	\$103	\$166	\$222	\$317
Fidelity VIP Growth Portfolio	\$104	\$168	\$226	\$326
Fidelity VIP High Income Portfolio	\$104	\$169	\$228	\$328
Fidelity VIP II Contrafund(R) Portfolio	\$104	\$169	\$227	\$327
Fidelity VIP III Growth & Income Portfolio	\$103	\$167	\$223	\$319
Fidelity VIP III Mid Cap Portfolio	\$104	\$171	\$230	\$334
FT VIP Franklin Small Cap Fund (Class 2)	\$107	\$179	\$244	\$364
FT VIP Mutual Shares Securities Fund (Class 2)	\$107	\$179	\$244	\$363
INVESCO VIF Dynamics Fund	\$108	\$180	\$246	\$366
INVESCO VIF Health Sciences Fund	\$107	\$180	\$245	\$364
Janus Aspen Aggressive Growth Portfolio (Service Shares)	\$106	\$176	\$238	\$351
Janus Aspen Growth Portfolio (Service Shares)	\$106	\$176	\$238	\$351
Janus Aspen Growth and Income Portfolio (Service Shares)	\$108	\$181	\$247	\$368
Janus Aspen International Growth Portfolio (Service Shares)	\$106	\$177	\$240	\$354
Pioneer Fund VCT Portfolio (Class II)****	\$106	\$176	\$239	\$352
Pioneer Real Estate Growth VCT Portfolio (Class II)****	\$110	\$187	\$257	\$389
Scudder Technology Growth Portfolio	\$105	\$173	\$234	\$342
SVS Dreman Financial Services Portfolio	\$106	\$175	\$237	\$349
T. Rowe Price International Stock Portfolio	\$107	\$179	\$244	\$363
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(3)(b) If, at the end of the applicable time period, you do not surrender your Contract or you annuitize, you would pay the following expenses on a \$1,000 investment, assuming 5% annual return on assets and election of a Minimum Guaranteed Annuity Payout Rider with a ten-year waiting period (charge of 0.35% annually), the Breakthrough Death Benefit Rider (charge of 0.25% annually), and the Enhanced Earnings Rider issued at age 75 (charge of 0.25% annually):

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	1 YEAR	3 YEARS	5 YEARS	10 YEARS
<S>	<C>	<C>	<C>	<C>
AIT Equity Index Fund	\$26	\$81	\$139	\$295
AIT Money Market Fund	\$27	\$82	\$140	\$298
AIT Select Aggressive Growth Fund	\$31	\$96	\$163	\$342
AIT Select Capital Appreciation Fund	\$33	\$99	\$169	\$353
AIT Select Emerging Markets Fund	\$42	\$127	\$213	\$435
AIT Select Growth Fund	\$31	\$96	\$162	\$341
AIT Select Growth and Income Fund	\$30	\$93	\$158	\$333
AIT Select International Equity Fund	\$33	\$101	\$171	\$357
AIT Select Investment Grade Income Fund	\$28	\$86	\$147	\$310
AIT Select Strategic Growth Fund	\$35	\$105	\$179	\$372
AIT Select Strategic Income Fund***	\$31	\$94	\$160	\$337
AIT Select Value Opportunity Fund	\$33	\$99	\$169	\$353
AIM V.I. Aggressive Growth Fund	\$36	\$109	\$184	\$381
AIM V.I. Blue Chip Fund	\$37	\$113	\$190	\$394
AIM V.I. Value Fund	\$32	\$96	\$164	\$343
Alliance Growth and Income Portfolio (Class B)	\$33	\$100	\$169	\$354
Alliance Premier Growth Portfolio (Class B)	\$34	\$103	\$174	\$363
Deutsche VIT EAFE Equity Index	\$30	\$91	\$155	\$326
Deutsche VIT Small Cap Index	\$28	\$85	\$145	\$307
Eaton Vance VT Floating Rate-Income Fund	\$35	\$106	\$180	\$374
Eaton Vance VT Worldwide Health Sciences Fund	\$37	\$112	\$189	\$391
Fidelity VIP Equity-Income Portfolio	\$29	\$88	\$150	\$317
Fidelity VIP Growth Portfolio	\$30	\$91	\$155	\$326
Fidelity VIP High Income Portfolio	\$30	\$92	\$156	\$328
Fidelity VIP II Contrafund(R) Portfolio	\$30	\$91	\$155	\$327
Fidelity VIP III Growth & Income Portfolio	\$29	\$89	\$151	\$319
Fidelity VIP III Mid Cap Portfolio	\$31	\$93	\$159	\$334
FT VIP Franklin Small Cap Fund (Class 2)	\$34	\$103	\$174	\$364
FT VIP Mutual Shares Securities Fund (Class 2)	\$34	\$103	\$174	\$363
INVESCO VIF Dynamics Fund	\$34	\$104	\$176	\$366
INVESCO VIF Health Sciences Fund	\$34	\$103	\$175	\$364
Janus Aspen Aggressive Growth Portfolio (Service Shares)	\$32	\$99	\$168	\$351
Janus Aspen Growth Portfolio (Service Shares)	\$32	\$99	\$168	\$351
Janus Aspen Growth and Income Portfolio (Service Shares)	\$34	\$104	\$177	\$368
Janus Aspen International Growth Portfolio (Service Shares)	\$33	\$100	\$170	\$354
Pioneer Fund VCT Portfolio (Class II)****	\$32	\$99	\$168	\$352
Pioneer Real Estate Growth VCT Portfolio (Class II)	\$37	\$111	\$188	\$389
Scudder Technology Growth Portfolio	\$31	\$96	\$163	\$342
SVS Dreman Financial Services Portfolio	\$32	\$98	\$167	\$349
T. Rowe Price International Stock Portfolio	\$34	\$103	\$174	\$363

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SUPPLEMENT DATED _____, 2001

Allmerica Select Reward

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PART C. OTHER INFORMATION

ITEM 24. FINANCIAL STATEMENTS AND EXHIBITS

(a) FINANCIAL STATEMENTS

Financial Statements Included in Part A
None

Financial Statements Included in Part B

Financial Statements Included in Part C
None

(b) EXHIBITS

- EXHIBIT 1 Vote of Board of Directors Authorizing Establishment of Registrant dated March 5, 1992 was previously filed on April 24, 1998 in Post-Effective Amendment No. 16 (File Nos. 33-47216, 811-6632) and is incorporated by reference herein.
- EXHIBIT 2 Not Applicable. Pursuant to Rule 26a-2, the Insurance Company may hold the assets of the Registrant NOT pursuant to a trust indenture or other such instrument.
- EXHIBIT 3 (a) Underwriting and Administrative Services Agreement was previously filed on April 24, 1998 in Post-Effective Amendment No. 16 (File Nos. 33-47216, 811-6632) and is incorporated by reference herein.
- (b) Bonus Product Commissions Schedule was previously filed on May 11, 1999 in Registrant's Initial Registration Statement (File Nos. 333-78245, 811-6632), and is incorporated by reference herein. Sales Agreements (Select) with Commission Schedule were previously filed on April 24, 1998 in Post-Effective Amendment No. 16 (File Nos. 33-47216, 811-6632) and are incorporated by reference herein.
- (c) General Agent's Agreement was previously filed on April 24, 1998 in Post-Effective Amendment No. 16 (File Nos. 33-47216, 811-6632) and is incorporated by reference herein.
- (d) Career Agent Agreement was previously filed on April 24, 1998 in Post-Effective Amendment No. 16 (File Nos. 33-47216, 811-6632) and is incorporated by reference herein.
- (e) Registered Representative's Agreement was previously filed on April 24, 1998 in Post-Effective Amendment No. 16 (File Nos. 33-47216, 811-6632) and is incorporated by reference herein.

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- EXHIBIT 4 The following documents were previously filed on May 11, 1999 in Registrant's Initial Registration Statement, (File Nos. 333-78245, 811-6632) and are incorporated herein by reference:
- (a) Contract Form A3028-99;
- (b) Specification Pages Form A8028-99;
- (c) Enhanced Death Benefit "EDB" Rider (Form 3263-99);
- (d) Minimum Guaranteed Annuity Payout ("M-GAP") Rider (Form 3269-99);
- (e) Trail Employee Program Endorsement (Form 3275-99);
- (f) Trail Employee Program Endorsement (Form 3275-99); and

(g) Annuitization Withdrawal Endorsement
(Form 3276-99);

(h) EER Rider (Form 3240-01) is filed herewith.

(i) EDB Rider (Form 3241-01) is filed herewith.

EXHIBIT 5 Application Form AS-563 was previously filed on May 11, 1999 in Registrant's Initial Registration Statement (File Nos. 333-78245, 811-6632) and is incorporated by reference herein.

EXHIBIT 6 The Depositor's Articles of Incorporation and Bylaws, as amended to reflect its name change were previously filed on September 29, 1995 in Post-Effective Amendment No. 7 (File Nos. 33-47216, 811-6632) and are incorporated by reference herein.

EXHIBIT 7 Not Applicable.

EXHIBIT 8 (a) Fidelity Service Agreement was previously filed on April 30, 1996 in Post-Effective No. 8 (File Nos. 33-47216, 811-6632 and is incorporated by reference herein.

(b) An Amendment to the Fidelity Service Agreement, effective as of January 1, 1997, was previously filed on April 30, 1997 in Post-Effective Amendment No. 12 (File Nos. 33-47216, 811-6632) and is incorporated by reference herein.

(c) Fidelity Service Contract, effective as of January 1, 1997, was previously filed on April 30, 1997 in Post-Effective Amendment No. 12 (File Nos. 33-47216, 811-6632) and is incorporated by reference herein.

(d) T. Rowe Price Service Agreement was previously filed on April 24, 1998 in Post-Effective Amendment No. 16 (File Nos. 33-47216, 811-6632) and is incorporated by reference herein.

(e) BFDS Agreements for lockbox and mailroom services were previously filed on April 24, 1998 in Post-Effective Amendment No. 16 (File Nos. 33-47216, 811-6632) and are incorporated by reference herein.

(f) Directors' Power of Attorney is filed herewith.

EXHIBIT 9 Opinion of Counsel is filed herewith.

EXHIBIT 10 Consent of Independent Accountants is filed herewith.

<Page>

EXHIBIT 11 None.

EXHIBIT 12 None.

EXHIBIT 13 Schedule for Computation of Performance Calculations was previously filed on October 8, 1999 in Pre-Effective Amendment No. 2 (File Nos. 333-78245, 811-6632) and is incorporated by reference herein.

EXHIBIT 14 Not Applicable.

EXHIBIT 15 (a) Amendment dated March 15, 2001 was previously filed in April 2001 in Post-Effective Amendment No. 19 of Registration Statement No. 33-39702/811-6293, and is incorporated by reference herein. Participation Agreement between the Company and Allmerica Investment Trust dated March 22, 2000 was previously filed in

April 2000 in Post-Effective Amendment No. 17 of Registration Statement No. 33-39702/811-6293, and is incorporated by reference herein.

- (b) Amendment dated October 1, 2000 to the Variable Insurance Products Fund Participation Agreement was previously filed in April 2001 in Post-Effective Amendment No. 19 of Registration Statement No. 33-39702/811-6293, and is incorporated by reference herein. Amendment dated March 29, 2000 and Amendment dated November 13, 1998 were previously filed in April 2000 in Post-Effective Amendment No. 17 of Registration Statement No. 33-39702/811-6293, and are incorporated by reference herein. Participation Agreement between the Company and Fidelity VIP, as amended, was previously filed on April 24, 1998 in Post-Effective Amendment No. 16 (File Nos. 33-47216, 811-6632) and is incorporated by reference herein.
- (c) Amendment to Schedule A dated December 14, 2000 of the Participation Agreement with T. Rowe Price International Series, Inc. was previously filed in April 2001 in Post-Effective Amendment No. 19 of Registration Statement No. 33-39702/811-6293, and is incorporated by reference herein. Participation Agreement between the Company and T. Rowe Price International Series, Inc. was previously filed on April 24, 1998 in Post-Effective Amendment No. 16 (File Nos. 33-47216, 811-6632) and is incorporated by reference herein.
- (d) Form of Amendment dated May 1, 2001 to the Amended and Restated Participation Agreement, Merger and Consolidated Agreement, and the Amended and Restated Participation Agreement with Alliance were previously filed in April 2001 in Post-Effective Amendment No. 19 of Registration Statement No. 33-39702/811-6293, and are incorporated by reference herein. Form of Participation Agreement with Alliance was previously filed on April 21, 2000 in Post-Effective Amendment No. 1 of Registration Statement No. 333-87099/811-6293 and is incorporated by reference herein. Participation Agreement between the Company, and Alliance Capital Management L.P. was previously filed on October 8, 1999 in Pre-Effective Amendment No. 2 (File Nos. 333-78245, 811-6632) and is incorporated by reference herein.

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- (e) Form of Amendment #6 to the AIM Participation Agreement was previously filed in April 2001 in Post-Effective Amendment No. 19 of Registration Statement No. 33-39702/811-6293, and is incorporated by reference herein. Form of Amendment to AIM Participation Agreement was previously filed in April 2000 in Post-Effective Amendment No. 19 of Registration Statement No. 33-44830/811-6293 and is incorporated by reference herein. Participation Agreement with AIM Variable Insurance Funds, Inc. was previously filed on August 27, 1998 in Post-Effective Amendment No. 3 in Registration Statement No. 333-11377/811-7799, and is incorporated by reference herein.
- (f) Participation Agreement with Deutsche Asset Management VIT Funds (formerly Bankers Trust) was previously filed on April 21, 2000 in Post-Effective Amendment No. 1 of Registration Statement No. 333-87099/811-6293 and is incorporated by reference herein.

- (g) Form of Amendment dated May 1, 2001 to the Variable Insurance Products Fund II Participation Agreement was previously filed in April 2001 in Post-Effective Amendment No. 19 of Registration Statement No. 33-39702/811-6293, and is incorporated by reference herein. Amendment to Variable Insurance Products Fund II Participation Agreement dated March 29, 2000 and Amendment dated November 13, 1998 were previously filed in April 2000 in Post-Effective Amendment No. 17 of Registration Statement No. 33-39702/811-6293, and are incorporated by reference herein. Participation Agreement, as amended, with Variable Insurance Products Fund II was previously filed on April 24, 1998 in Registration Statement No. 33-39702/811-6293, Post-Effective Amendment No. 14, and is incorporated by reference herein.
- (h) Form of Amendment to the Participation Agreement with Variable Insurance Products III was previously filed in April 2001 in Post-Effective Amendment No. 19 of Registration Statement No. 33-39702/811-6293, and is incorporated by reference herein. Participation Agreement with Variable Insurance Products Fund III was previously filed on April 21, 2000 in Post-Effective Amendment No. 1 of Registration Statement No. 333-87099/811-6293 and is incorporated by reference herein.
- (i) Form of Amendment dated May 1, 2001 and the Franklin Templeton Participation Agreement dated March 1, 2000 was previously filed in April 2001 in Post-Effective Amendment No. 19 of Registration Statement No. 33-39702/811-6293, and is incorporated by reference herein. Form of Participation Agreement with Franklin Templeton was previously filed in April 2000 in Post-Effective Amendment No. 19 of Registration Statement No. 33-44830/811-6293 and is incorporated by reference herein.
- (j) Form of Amendment dated May 1, 2001 to the Participation Agreement with INVESCO was previously filed in April 2001 in Post-Effective Amendment No. 19 of Registration Statement No. 33-39702/811-6293, and is incorporated by reference herein. Participation Agreement with INVESCO was previously filed on April 21, 2000 in Post-Effective Amendment No. 1 of Registration Statement No. 333-87099/811-6293 and is incorporated by reference herein.

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- (k) Participation Agreement with Janus was previously filed on April 21, 2000 in Post-Effective Amendment No. 1 of Registration Statement No. 333-87099/811-6293 and is incorporated by reference herein.
- (l) Form of Amendment to the Participation Agreement dated October 1, 2000 with Scudder Investments Inc. and Scudder Distributors was previously filed in April 2001 in Post-Effective Amendment No. 19 of Registration Statement No. 33-39702/811-6293, and is incorporated by reference herein. Amendment to Kemper Participation Agreement was previously filed in April 2000 in Post-Effective Amendment No. 7 of Registration Statement No. 333-09965/811-7767 and is incorporated by reference herein. Participation Agreement with Kemper was previously filed on November 6, 1996 in Pre-Effective Amendment No. 1 in Registration Statement No. 333-00965/811-7767, and is incorporated by reference herein.

(m) Form of Participation Agreement with Eaton Vance was previously filed on February 13, 2001 in Post-Effective Amendment No. 4 (File Nos. 333-782456/811-6632), and is incorporated by reference herein.

ITEM 25. DIRECTORS AND OFFICERS OF THE DEPOSITOR

The principal business address of all the following Directors and Officers is:
440 Lincoln Street
Worcester, Massachusetts 01653

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DIRECTORS AND PRINCIPAL OFFICERS OF THE COMPANY

<Table>

<Caption>

NAME AND POSITION WITH COMPANY

PRINCIPAL OCCUPATION(S) DURING PAST FIVE YEARS

<S>

<C>

Bruce C. Anderson

Director and Vice President

Director (since 1996) and Vice President (since 1984) of First Allmerica

Warren E. Barnes

Vice President and Corporate Controller

Vice President (since 1996) and Corporate Controller (since 1998) of First Allmerica

Mark R. Colborn

Director and Vice President

Director (since 2000) and Vice President (since 1992) of First Allmerica

Charles F. Cronin

Secretary

Secretary and Counsel (since 2000) of First Allmerica; Counsel (since 1996) of First Allmerica; Attorney (1991-1996) of Nutter, McClennen & Fish

J. Kendall Huber

Director, Vice President and General Counsel

Director, Vice President and General Counsel (since 2000) of First Allmerica; Vice President (1999) of Promos Hotel Corporation; Vice President and Deputy General Counsel (1998-1999) of Legg Mason, Inc.; Vice President and Deputy General Counsel (1995-1998) of USF&G Corporation

John P. Kavanaugh

Director, Vice President and Chief Investment Officer

Director and Chief Investment Officer (since 1996) and Vice President (since 1991) of First Allmerica; Director (since 1996) and President (since 1995) of Allmerica Asset Management, Inc.

Mark C. McGivney

Treasurer

Vice President (since 1997) and Treasurer (since 2000) of First Allmerica; Associate, Investment Banking (1996-1997) of Merrill Lynch & Co.

John F. O'Brien

Director and Chairman of the Board

Director, President and Chief Executive Officer (since 1989) of First Allmerica

Edward J. Parry, III

Director, Vice President and Chief Financial Officer

Director and Chief Financial Officer (since 1996), Vice President (since 1993) and Treasurer (1993-2000) of First Allmerica

Richard M. Reilly

Director, President and Chief Executive Officer

Director (since 1996) and Vice President (since 1990) of First Allmerica; Director (since 1990), President and Chief Executive Officer (since 1995) of Allmerica Financial Life Insurance and Annuity Company; Director and President (since 1998) of Allmerica Financial Investment Management Services, Inc.

Robert P. Restrepo, Jr.

Director

Director and Vice President (since 1998) of First Allmerica; Chief Executive Officer (1996 to 1998) of Travelers Property & Casualty; Senior Vice President (1993 to 1996)

<Page>

of Aetna Life & Casualty Company

Eric A. Simonsen

Director and Vice President

Director (since 1996) and Vice President (since 1990) of First Allmerica

Gregory D. Tranter
Director and Vice President

Director and Vice President (since 2000) of First Allmerica;
Vice President (1996-1998) of Travelers Property & Casualty;
Director of Geico Team (1983-1996) of Aetna Life & Casualty

</Table>

ITEM 26. PERSONS UNDER COMMON CONTROL WITH REGISTRANT

See attached organization chart.

ALLMERICA FINANCIAL LIFE INSURANCE AND ANNUITY COMPANY

<Table>

<Caption>

NAME	ADDRESS	TYPE OF BUSINESS
<S> AAM Equity Fund	<C> 440 Lincoln Street Worcester MA 01653	<C> Massachusetts Grantor Trust
AAM Growth & Income Fund, L.P.	440 Lincoln Street Worcester MA 01653	Limited Partnership
AAM High Yield Fund, L.L.C.	440 Lincoln Street Worcester MA 01653	Limited liability company
Advantage Insurance Network, Inc.	440 Lincoln Street Worcester MA 01653	Insurance Agency
AFC Capital Trust I	440 Lincoln Street Worcester MA 01653	Statutory Business Trust
Allmerica Asset Management, Inc.	440 Lincoln Street Worcester MA 01653	Investment advisory services
Allmerica Asset Management Limited	440 Lincoln Street Worcester MA 01653	Investment advisory services
Allmerica Benefits, Inc.	440 Lincoln Street Worcester MA 01653	Non-insurance medical services
Allmerica Equity Index Pool	440 Lincoln Street Worcester MA 01653	Massachusetts Grantor Trust
Allmerica Financial Alliance Insurance Company	100 North Parkway Worcester MA 01605	Multi-line property and casualty insurance
Allmerica Financial Benefit Insurance Company	645 West Grand River Howell MI 48843	Multi-line property and casualty insurance
<Page> Allmerica Financial Corporation	440 Lincoln Street Worcester MA 01653	Holding Company
Allmerica Financial Insurance Brokers, Inc.	440 Lincoln Street Worcester MA 01653	Insurance Broker
Allmerica Financial Life Insurance and Annuity Company (formerly known as SMA Life Assurance Company)	440 Lincoln Street Worcester MA 01653	Life insurance, accident and health insurance, annuities, variable annuities and variable life insurance
Allmerica Financial Services Insurance Agency, Inc.	440 Lincoln Street Worcester MA 01653	Insurance Agency
Allmerica Funding Corp.	440 Lincoln Street Worcester MA 01653	Special purpose funding vehicle for commercial paper
Allmerica, Inc.	440 Lincoln Street Worcester MA 01653	Common employer for Allmerica Financial Corporation entities

Allmerica Financial Investment Management Services, Inc. (formerly Known as Allmerica Institutional Services, Inc. and 440 Financial Group of Worcester, Inc.)	440 Lincoln Street Worcester MA 01653	Investment advisory services
Allmerica Investment Management Company, Inc.	440 Lincoln Street Worcester MA 01653	Investment advisory services
Allmerica Investments, Inc.	440 Lincoln Street Worcester MA 01653	Securities, retail broker-dealer
Allmerica Investment Trust	440 Lincoln Street Worcester MA 01653	Investment Company
Allmerica Investments Insurance Agency Inc. of Alabama	440 Lincoln Street Worcester MA 01653	Insurance Agency
Allmerica Investments Insurance Agency of Florida, Inc.	440 Lincoln Street Worcester MA 01653	Insurance Agency
Allmerica Investment Insurance Agency Inc. of Georgia	440 Lincoln Street Worcester MA 01653	Insurance Agency
Allmerica Investment Insurance Agency Inc. of Kentucky	440 Lincoln Street Worcester MA 01653	Insurance Agency
Allmerica Investments Insurance Agency Inc. of Mississippi	440 Lincoln Street Worcester MA 01653	Insurance Agency
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Allmerica Plus Insurance Agency, Inc.	440 Lincoln Street Worcester MA 01653	Insurance Agency
Allmerica Securities Trust	440 Lincoln Street Worcester MA 01653	Investment Company
Allmerica Trust Company, N.A.	440 Lincoln Street Worcester MA 01653	Limited purpose national trust company
AMGRO, Inc.	100 North Parkway Worcester MA 01605	Premium financing
Citizens Insurance Company of America	645 West Grand River Howell MI 48843	Multi-line property and casualty insurance
Citizens Insurance Company of Illinois	333 Pierce Road Itasca IL 60143	Multi-line property and casualty insurance
Citizens Insurance Company of the Midwest	3950 Priority Way South Drive, Suite 200 Indianapolis IN 46240	Multi-line property and casualty insurance
Citizens Insurance Company of Ohio	8101 N. High Street P.O. Box 342250 Columbus OH 43234	Multi-line property and casualty insurance
Citizens Management, Inc.	645 West Grand River Howell MI 48843	Services management company
Financial Profiles, Inc.	5421 Avenida Encinas Suite A Carlsbad, CA 92008	Computer software company
First Allmerica Financial Life Insurance Company (formerly State Mutual Life Assurance Company of America)	440 Lincoln Street Worcester MA 01653	Life, pension, annuity, accident and health insurance company

First Sterling Limited	41 Cedar Avenue Hamilton HM 12, Bermuda	Holding Company
First Sterling Reinsurance Company Limited	41 Cedar Avenue Hamilton HM 12, Bermuda	Reinsurance Company
Greendale Special Placements Fund	440 Lincoln Street Worcester MA 01653	Massachusetts Grantor Trust
The Hanover American Insurance Company	100 North Parkway Worcester MA 01605	Multi-line property and casualty insurance
<Page>		
The Hanover Insurance Company	100 North Parkway Worcester MA 01605	Multi-line property and casualty insurance
Hanover Texas Insurance Management Company, Inc.	NationsBank Tower 15301 Dallas Parkway Dallas TX 75248	Attorney-in-fact for Hanover Lloyd's Insurance Company
Hanover Lloyd's Insurance Company	NationsBank Tower 15301 Dallas Parkway Dallas TX 75248	Multi-line property and casualty insurance
Lloyds Credit Corporation	440 Lincoln Street Worcester MA 01653	Premium financing service franchises
Massachusetts Bay Insurance Company	100 North Parkway Worcester MA 01605	Multi-line property and casualty insurance
Sterling Risk Management Services, Inc.	440 Lincoln Street Worcester MA 01653	Risk management services
VeraVest, Inc. (formerly known as Allmerica Services Corporation)	440 Lincoln Street Worcester MA 01653	Securities, retail broker-dealer
</Table>		

ITEM 27. NUMBER OF CONTRACT OWNERS

As of June 30, 2001, there were 5,538 Contract Owners of qualified Contracts and 4,061 Contract Owners of non-qualified Contracts.

ITEM 28. INDEMNIFICATION

Article VIII of the Bylaws of Allmerica Financial Life Insurance and Annuity Company (the Depositor) state: Each Director and each Officer of the Corporation, whether or not in office, (and his executors or administrators), shall be indemnified or reimbursed by the Corporation against all expenses actually and necessarily incurred by him in the defense or reasonable settlement of any action, suit, or proceeding in which he is made a party by reason of his being or having been a Director or Officer of the Corporation, including any sums paid in settlement or to discharge judgment, except in relation to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of his duties as such Director or Officer; and the foregoing right of indemnification or reimbursement shall not affect any other rights to which he may be entitled under the Articles of Incorporation, any statute, bylaw, agreement, vote of stockholders, or otherwise.

ITEM 29. PRINCIPAL UNDERWRITERS

(a) Allmerica Investments, Inc. also acts as principal underwriter for the following:

- VEL Account, VEL II Account, VEL Account III, Separate Account SPL-D, Separate Account IMO, Select Account III, Inheritance Account,

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VA-K, VA-P, Allmerica Select Separate Account II, Group VEL Account, Separate Account KG, Separate Account KGC, Fulcrum Separate Account, Fulcrum Variable Life Separate Account, Separate Account FUVUL, Separate Account IMO and Allmerica Select Separate Account of Allmerica Financial Life Insurance and Annuity Company

- Inheritance Account, VEL II Account, Separate Account I, Separate Account VA-K, Separate Account VA-P, Allmerica Select Separate Account II, Group VEL Account, Separate Account KG, Separate Account KGC, Fulcrum Separate Account, and Allmerica Select Separate Account of First Allmerica Financial Life Insurance Company.
- Allmerica Investment Trust

(b) The Principal Business Address of each of the following Directors and Officers of Allmerica Investments, Inc. is:
440 Lincoln Street
Worcester, Massachusetts 01653

NAME	POSITION OR OFFICE WITH UNDERWRITER
Margaret L. Abbott	Vice President
Emil J. Aberizk, Jr.	Vice President
Edward T. Berger	Vice President and Chief Compliance Officer
Michael J. Brodeur	Vice President Operations
Mark R. Colborn	Vice President
Charles F. Cronin	Secretary/Clerk
Claudia J. Eckels	Vice President
Philip L. Heffernan	Vice President
J. Kendall Huber	Director
Mark C. McGivney	Treasurer
William F. Monroe, Jr.	President, Director and Chief Executive Officer
K. David Nunley	Vice President
Stephen Parker	Vice President and Director
Richard M. Reilly	Director and Chairman of the Board
Eric A. Simonsen	Director

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(c) As indicated in Part B (Statement of Additional Information) in response to Item 20(c), there were no commissions retained by Allmerica Investments, Inc., the principal underwriter of the Contracts, for sales of variable contracts funded by the Registrant in 2000. No other commissions or other compensation was received by the principal underwriter, directly or indirectly, from the Registrant during the Registrant's last fiscal year.

ITEM 30. LOCATION OF ACCOUNTS AND RECORDS

Each account, book or other document required to be maintained by Section 31(a) of the 1940 Act and Rules 31a-1 to 31a-3 thereunder are maintained by the Company at 440 Lincoln Street, Worcester, Massachusetts.

ITEM 31. MANAGEMENT SERVICES

The Company provides daily unit value calculations and related services for the Company's separate accounts.

ITEM 32. UNDERTAKINGS

- (a) The Registrant hereby undertakes to file a post-effective amendment to this registration statement as frequently as is necessary to ensure that the audited financial statements in the registration statement are never more than 16 months old for so long as payments under the variable annuity contracts may be accepted.
- (b) The Registrant hereby undertakes to include as part of the application to purchase a Contract a space that the applicant can check to request a Statement of Additional Information.
- (c) The Registrant hereby undertakes to deliver a Statement of Additional Information and any financial statements promptly upon written or oral request, according to the requirements of Form N-4.
- (d) Insofar as indemnification for liability arising under the 1933 Act may be permitted to Directors, Officers and Controlling Persons of Registrant under any registration statement, underwriting agreement or otherwise, Registrant has been advised that, in the opinion of the Securities and Exchange Commission, such indemnification is against public policy as expressed in the 1933 Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by Registrant of expenses incurred or paid by a Director, Officer or Controlling Person of Registrant in the successful defense of any action, suit or proceeding) is asserted by such Director, Officer or Controlling Person in connection with the securities being registered, Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the 1933 Act and will be governed by the final adjudication of such issue.
- (e) The Company hereby represents that the aggregate fees and charges under the Contracts are reasonable in relation to the services rendered, expenses expected to be incurred, and risks assumed by the Company.

ITEM 33. REPRESENTATIONS CONCERNING WITHDRAWAL RESTRICTIONS ON SECTION 403(b) PLANS AND UNDER THE TEXAS OPTIONAL RETIREMENT PROGRAM

Registrant, a separate account of Allmerica Financial Life Insurance and Annuity Company ("Company"), states that it is (a) relying on Rule 6c-7 under the 1940 Act with respect to withdrawal restrictions under the

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Texas Optional Retirement Program ("Program") and (b) relying on the "no-action" letter (Ref. No. IP-6-88) issued on November 28, 1988 to the American Council of Life Insurance, in applying the withdrawal restrictions of Internal Revenue Code Section 403(b)(11). Registrant has taken the following steps in reliance on the letter:

1. Appropriate disclosures regarding the redemption withdrawal restrictions imposed by the Program and by Section 403(b)(11) have been included in the prospectus of each registration statement used in connection with the offer of the Company's variable contracts.
2. Appropriate disclosures regarding the redemption withdrawal restrictions imposed by the Program and by Section 403(b)(11) have been included in sales literature used in connection with the offer of the Company's variable contracts.
3. Sales Representatives who solicit participants to purchase the variable contracts have been instructed to specifically bring the redemption withdrawal restrictions imposed by the Program and by Section 403(b)(11)

to the attention of potential participants.

- 4. A signed statement acknowledging the participant's understanding of (i) the restrictions on redemption withdrawal imposed by the Program and by Section 403(b)(11) and (ii) the investment alternatives available under the employer's arrangement will be obtained from each participant who purchases a variable annuity contract prior to or at the time of purchase.

Registrant hereby represents that it will not act to deny or limit a transfer request except to the extent that a Service-Ruling or written opinion of counsel, specifically addressing the fact pattern involved and taking into account the terms of the applicable employer plan, determines that denial or limitation is necessary for the variable annuity contracts to meet the requirements of the Program or of Section 403(b). Any transfer request not so denied or limited will be effected as expeditiously as possible.

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933 and the Investment Company Act of 1940 the Registrant has duly caused this Post-Effective Amendment to the Registration Statement to be signed on its behalf by the undersigned, thereto duly authorized, in the City of Worcester, and Commonwealth of Massachusetts, on the 1st day of August, 2001.

ALLMERICA SELECT SEPARATE ACCOUNT OF
ALLMERICA FINANCIAL LIFE INSURANCE AND ANNUITY COMPANY

By: /s/ Charles F. Cronin

Charles F. Cronin, Secretary

Pursuant to the requirements of the Securities Act of 1933, this Post-Effective Amendment to the Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signatures	Title	Date
-----	-----	----
<S>	<C>	<C>
/s/ Warren E. Barnes	Vice President and Corporate Controller	August 1, 2001

Warren E. Barnes		
Edward J. Parry III*	Director, Vice President and Chief Financial Officer	

Richard M. Reilly*	Director, President and Chief Executive Officer	

John F. O'Brien*	Director and Chairman of the Board	

Bruce C. Anderson*	Director and Vice President	

Mark R. Colborn*	Director and Vice President	

John P. Kavanaugh*	Director, Vice President and Chief Investment Officer	

J. Kendall Huber*	Director, Vice President and General Counsel	

Robert P. Restrepo, Jr.*	Director	

Eric A. Simonsen* Director and Vice President

Gregory D. Tranter* Director and Vice President

</Table>

*Sheila B. St. Hilaire, by signing her name hereto, does hereby sign this document on behalf of each of the above-named Directors and Officers of the Registrant pursuant to the Power of Attorney dated May 21, 2001 duly executed by such persons.

/s/ Sheila B. St. Hilaire

Sheila B. St. Hilaire, Attorney-in-Fact
(333-78245)

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EXHIBIT TABLE

Exhibit 4(h)	EER Rider (Form 3240-01)
Exhibit 4(i)	EBD Rider (Form 3241-01)
Exhibit 8(f)	Directors' Power of Attorney
Exhibit 9	Opinion of Counsel
Exhibit 10	Consent of Independent Accountants

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ALLMERICA FINANCIAL LIFE INSURANCE AND ANNUITY COMPANY

ENHANCED EARNINGS RIDER

APPLICABILITY: This Rider is made a part of the contract to which it is attached and is effective on the contract issue date.

Except as otherwise provided under this Rider, prior to the Annuity Date, when a death benefit is payable, a benefit will be payable under this Rider.

BENEFIT: The Enhanced Earnings Rider ("EER" or "Rider") benefit is equal to the lesser of:

1. [80%] of gross payments not previously withdrawn. For purposes of this calculation only, except for the Initial Payment, gross payments shall not include payments made under the contract during the 12-month period immediately prior to the date of death. OR
2. [40%] of the difference between the Accumulated Value and gross payments not previously withdrawn. Accumulated Value is determined on the date on which both the death certificate and all necessary claim paperwork have been received at the Principal Office.

For purposes of this Rider withdrawals will be considered withdrawn from earnings first and then withdrawn from gross payments on a last-in, first-out basis.

PAYMENT OF BENEFIT: The EER benefit will be paid in the same manner and at the same time that the death benefit (prior to the Annuity Date) is paid under the contract to which this Rider is attached. If the death benefit (prior to the Annuity Date) is deferred under provision (a) or (b) of the Payment of the Death Benefit before the Annuity Date section of the contract, or if the sole beneficiary continues the contract, the EER benefit will be added to the [Money Market Sub-Account], and the Rider will terminate (see Termination provision, below).

CHARGE: [The Company will assess a monthly rider charge which will be deducted Pro Rata on the last day of each contract month. The monthly rider charge will be equal to the Accumulated Value on that date multiplied by 1/12th of [.20%].]

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

1. the Annuity Date;
2. the date the Company determines a death benefit is payable;
3. surrender of the contract; or
4. if the sole beneficiary, who is the deceased Owner's spouse, continues the contract.

Signed for the Company at Dover, Delaware

/s/ Richard M. Reilly

President

/s/ Charles F. Cronin

Secretary

ALLMERICA FINANCIAL LIFE INSURANCE AND ANNUITY COMPANY

ENHANCED DEATH BENEFIT RIDER

OVERVIEW: This Enhanced Death Benefit Rider ("Rider") is an optional rider the Owner has selected. It provides a Death Benefit with a guarantee that increases if the Accumulated Value reaches certain values.

APPLICABILITY: This Rider is made a part of the contract to which it is attached and is effective on the issue date.

DEFINITIONS: Current Breakthrough Value - Under this Rider, it is the value guaranteed when a Death Benefit is paid. On the issue date, it is equal to the initial payment. The Current Breakthrough Value increases each time the Accumulated Value grows to an amount equal to or greater than the Target Breakthrough Value (see definition below). The Current Breakthrough Value immediately after such growth in the Accumulated Value will be equal to the Target Breakthrough Value immediately prior to such growth. This value is increased by subsequent Payments and proportionately reduced by subsequent withdrawals (see Payments and Withdrawals, below).

Target Breakthrough Value - Under this Rider, it is equal to [115%] of the Current Breakthrough Value.

BENEFIT: The "Death Benefit" section of the "DEATH BENEFIT" provision is replaced by the following:

- I. If an Owner, or an Annuitant if the Owner is a non-natural person, dies before the Annuity Date and before his/her [80th] birthday, the Death Benefit will be the greater of:
 - (a) The Accumulated Value on the date on which both the death certificate and all necessary claim paperwork have been received at the Principal Office increased for any positive Market Value Adjustment ("MVA"), if applicable or
 - (b) The Current Breakthrough Value on the date of death.

- II. If an Owner, or an Annuitant if the Owner is a non-natural person, dies before the Annuity Date and on or after his/her [80th] birthday, the Death Benefit will be the greater of:
 - (a) The Accumulated Value on the date on which both the death certificate and all necessary claim paperwork have been received at the Principal Office increased for any positive MVA, if applicable or
 - (b) The Death Benefit, as calculated under Section I of this provision,

that would have been payable on the deceased's [80th] birthday, increased for subsequent Payments and proportionately reduced for subsequent withdrawals.

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PAYMENTS AND WITHDRAWALS:

- I. When a Payment is made, on the date the Request for Payment is received at the Principal Office:
- (a) the Current Breakthrough Value will increase by an amount equal to the Payment and
 - (b) the Target Breakthrough Value will increase to an amount equal to [115%] of the Current Breakthrough Value immediately after such Payment.
- II. When a withdrawal is taken, on the date the Request for withdrawal is received at the Principal Office:
- (a) the Current Breakthrough Value will be proportionately reduced and
 - (b) the Target Breakthrough Value will decrease to an amount equal to [115%] of the Current Breakthrough Value immediately after such withdrawal.

PROPORTIONATE REDUCTION: Sections II(b) of the "Benefit" provision and II(a) of the "Payments and Withdrawals" provision refer to a proportionate reduction. This proportionate reduction is calculated by multiplying the (b) value or the Current Breakthrough Value, whichever applicable, immediately prior to the withdrawal by the following:

Amount of the withdrawal

Accumulated Value immediately prior to the withdrawal

CHARGE FOR BENEFIT: [While this Rider is in effect, the Company will assess an Enhanced Death Benefit Charge. The charge is equal to .25% on an annual basis of the Accumulated Value of the contract deducted Pro Rata on the last day of each contract month.] This charge only applies during the Accumulation Phase.

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

- (a) the Annuity Date
- (b) the date the Company determines a Death Benefit is payable and the contract is not continued under a spousal takeover; or
- (c) surrender of the contract.

Signed for the Company at Dover, Delaware

/s/ Richard M. Reilly

President

/s/ Charles F. Cronin

Secretary

POWER OF ATTORNEY

We, the undersigned, hereby severally constitute and appoint Richard M. Reilly, J. Kendall Huber, Joseph W. MacDougall, Jr., and Sheila B. St. Hilaire, and each of them singly, our true and lawful attorneys, with full power to them and each of them, to sign for us, and in our names and in any and all capacities, any and all Registration Statements and all amendments thereto, including post-effective amendments, with respect to the Separate Accounts supporting variable life and variable annuity contracts issued by Allmerica Financial Life Insurance and Annuity Company, and to file the same with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, and with any other regulatory agency or state authority that may so require, granting unto said attorneys and each of them, acting alone, full power and authority to do and perform each and every act and thing requisite or necessary to be done in the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys or any of them may lawfully do or cause to be done by virtue hereof. Witness our hands on the date set forth below.

<Table>
<Caption>

SIGNATURE ----- <S>	TITLE ----- <C>	DATE ----- <C>
/s/ John F. O'Brien ----- John F. O'Brien	Director and Chairman of the Board	5/21/2001 -----
/s/ Bruce C. Anderson ----- Bruce C. Anderson	Director and Vice President	5/21/2001 -----
/s/ Mark R. Colborn ----- Mark R. Colborn	Director and Vice President	5/21/2001 -----
/s/ John P. Kavanaugh ----- John P. Kavanaugh	Director, Vice President and Chief Investment Officer	5/21/2001 -----
/s/ J. Kendall Huber ----- J. Kendall Huber	Director, Vice President and General Counsel	5/21/2001 -----
/s/ Edward J. Parry, III ----- Edward J. Parry, III	Director, Vice President and Chief Financial Officer	5/21/2001 -----
/s/ Richard M. Reilly ----- Richard M. Reilly	Director, President and Chief Executive Officer	5/21/2001 -----
/s/ Robert P. Restrepo, Jr. ----- Robert P. Restrepo, Jr.	Director	5/21/2001 -----
/s/ Eric A. Simonsen ----- Eric A. Simonsen	Director and Vice President	5/21/2001 -----
/s/ Gregory D. Tranter ----- Gregory D. Tranter	Director, Vice President and Chief Information Officer	5/21/2001 -----

August 1, 2001

Allmerica Financial Life Insurance and Annuity Company
440 Lincoln Street
Worcester, MA 01653

RE: ALLMERICA SELECT SEPARATE ACCOUNT OF ALLMERICA FINANCIAL LIFE INSURANCE
AND ANNUITY COMPANY FILE NOS. 333-78245 AND 811-6632

Gentlemen:

In my capacity as Assistant Vice President and Counsel of Allmerica Financial Life Insurance and Annuity Company (the "Company"), I have participated in the preparation of this Post-Effective Amendment to the Registration Statement for Allmerica Select Separate Account on Form N-4 under the Securities Act of 1933 and amendment under the Investment Company Act of 1940, with respect to the Company's qualified and non-qualified variable annuity contracts.

I am of the following opinion:

1. Allmerica Select Separate Account is a separate account of the company validly existing pursuant to the Delaware Insurance Code and the regulations issued thereunder.
2. The assets held in Allmerica Select Separate Account are not chargeable with liabilities arising out of any other business the Company may conduct.
3. The variable annuity contracts, when issued in accordance with the Prospectus contained in the Post-Effective Amendment to the Registration Statement and upon compliance with applicable local law, will be legal and binding obligations of the Company in accordance with their terms and when sold will be legally issued, fully paid and non-assessable.

In arriving at the foregoing opinion, I have made such examination of law and examined such records and other documents as in my judgment are necessary or appropriate.

I hereby consent to the filing of this opinion as an exhibit to this Post-Effective Amendment to the Registration Statement for Allmerica Select Separate Account on Form N-4 filed under the Securities Act of 1933 and amendment under the Investment Company Act of 1940.

Very truly yours,

/s/Sheila B. St. Hilaire

Sheila B. St. Hilaire
Assistant Vice President and Counsel

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CONSENT OF INDEPENDENT ACCOUNTANTS

We hereby consent to the use in the Statement of Additional Information which has been incorporated by reference in this Post-Effective Amendment No. 6 to the Registration Statement of Allmerica Select Separate Account of Allmerica Financial Life Insurance and Annuity Company on Form N-4 of our report dated February 1, 2001, relating to the financial statements of Allmerica Financial Life Insurance and Annuity Company, and our report dated March 16, 2001, relating to the financial statements of Allmerica Select Separate Account of Allmerica Financial Life Insurance and Annuity Company, both of which appear in such Statement of Additional Information. We also consent to the reference to us under the heading "Experts" in such Statement of Additional Information.

/s/ PRICEWATERHOUSECOOPERS LLP

PricewaterhouseCoopers LLP
Boston, Massachusetts
August 3, 2001