FORM 485APOS

Post-effective amendments [Rule 485(a)]

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FILER

ALLSTATE LIFE OF NEW YORK VARIABLE ANNUITY ACCOUNT II

CIK:**864989**| State of Incorp.:**NY** | Fiscal Year End: **1231**
Type: **485APOS** | Act: **33** | File No.: **033-35445** | Film No.: **95553441**

Mailing Address
ONE ALLSTATE DR
PO BOX 9095
FARMINGVILLE NY 11738

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ONE ALLSTATE DR
PO BOX 9095
FARMINGVILLE NY 11738
5164515300

AS FILED WITH THE SECURITIES AND EXCHANGE COMMISSION ON JULY 12, 1995

FILE NO.: 33-35445

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM N-4

REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

POST-EFFECTIVE AMENDMENT NO. 8 /X/

AND/OR

REGISTRATION STATEMENT UNDER THE INVESTMENT COMPANY ACT OF 1940

AMENDMENT NO. 9 /X/

ALLSTATE LIFE OF NEW YORK VARIABLE ANNUITY ACCOUNT II
(EXACT NAME OF REGISTRANT)
ALLSTATE LIFE INSURANCE COMPANY OF NEW YORK
(NAME OF DEPOSITOR)
MICHAEL J. VELOTTA
VICE PRESIDENT, SECRETARY AND GENERAL COUNSEL
ALLSTATE LIFE INSURANCE COMPANY OF NEW YORK
ONE ALLSTATE DRIVE
P.O. BOX 9095
FARMINGVILLE, NEW YORK 11738
516/451-5300
(NAME AND COMPLETE ADDRESS OF AGENT FOR SERVICE)

COPIES TO:

<TABLE>

<S>	<C>
MARK J. MACKEY, ESQ.	CHRISTINE A. EDWARDS, ESQ.
ROUTIER, MACKEY & JOHNSON, P.C.	DEAN WITTER REYNOLDS, INC.
1700 K STREET, N.W. SUITE 1003	TWO WORLD TRADE CENTER
WASHINGTON, D.C. 20006	NEW YORK, NEW YORK 10048

</TABLE>

Statement Pursuant to Rule 24f-2

Pursuant to Rule 24f-2 under the Investment Company Act of 1940, the Registrant hereby states that, pursuant to paragraph(b)(1), it filed its Rule 24f-2 Notice for the fiscal year ending December 31, 1994 on February 28, 1995.

IT IS PROPOSED THAT THIS FILING WILL BECOME EFFECTIVE
(CHECK APPROPRIATE BOX)

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

___ on (date) pursuant to paragraph (b) of Rule 485
___ 60 days after filing pursuant to paragraph (a)(i) of Rule 485

_X_ on October 5, 1995 pursuant to paragraph (a)(i) of Rule 485

If appropriate, check the following box:
___ this post-effective amendment designates a new effective date for a previously filed post-effective amendment

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CROSS REFERENCE SHEET

Showing Location in Part A (Prospectus) and Part B of Registration Statement of

Information Required by Form N-4

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ITEM OF FORM N-4				PROSPECTUS CAPTION
<S>	<C>	<C>	<C>	<C>
1.	Cover Page			Cover Page
2.	Definitions			Glossary
3.	Synopsis			Introduction; Summary of Separate Account Expenses
4.	Condensed Financials			
	(a)	Chart		Condensed Financial Statements
	(b)	MM Yield		Not Applicable
	(c)	Location of Others		Previously Filed with Registration Statement
5.	General			
	(a)	Depositor		Allstate Life Insurance Co. of New York
	(b)	Registrant		The Variable Account
	(c)	Portfolio Company		Dean Witter Variable Investment Series
	(d)	Fund Prospectus		Dean Witter Variable Investment Series
	(e)	Voting Rights		Voting Rights
	(f)	Administrators		Charges & Other Deductions Contract Maintenance Charge
6.	Deductions & Expenses			Charges & Other Deductions
	(a)	General		Charges & Other Deductions
	(b)	Sales Load %		Early Withdrawal Charge
	(c)	Special Purchase Plans		N/A
	(d)	Commissions		Sales Commission
	(e)	Expenses -- Registrant		Charges & Other Deductions
	(f)	Fund Expenses		Dean Witter Variable Investment Series Expenses
	(g)	Organizational Expenses		N/A
7.	Contracts			
	(a)	Persons with Rights		The Contracts; Benefits; Income Payments; Voting Rights; Assignments; Beneficiaries; Contract Owners
	(b)	(i)	Allocation of Purchase Payments	Allocation of Purchase Payments
		(ii)	Transfers	Transfers
		(iii)	Exchanges	N/A
	(c)	Changes		Modification
	(d)	Inquiries		Customer Inquiries
8.	Annuity Period			Income Payments
	(a)	Material Factors		Amount of Variable Annuity Income Payments
	(b)	Dates		Payout Start Date
	(c)	Frequency, duration & level		Amount of Variable Annuity Income Payments
	(d)	AIR		Amount of Variable Annuity Income Payments
	(e)	Minimum		Amount of Variable Annuity Income Payments
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		-- Transfer		--
9.	Death Benefit			Death Benefits

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	(a)	Purchases	Purchase of the Contract: Crediting of Purchase Payments
	(b)	Valuation	Value of Variable Account Accumulation Units
	(c)	Daily Calculation	Value of Variable Account Accumulation Units; Allocation of Purchase Payments
	(d)	Underwriter	Dean Witter Reynolds Inc.
11.	Redemptions		
	(a)	-- By Owners	Surrender & Withdrawals
	(b)	-- By Annuitant	Income Plans
	(c)	Texas ORP	Not Applicable
	(d)	Lapse	Not Applicable
	(e)	Free Look	Introduction
12.	Taxes		Federal Tax Matters
13.	Legal Proceedings		N/A
14.	SAI Contents		SAI Table of Contents
15.	Cover Page		Cover Page
16.	Table of Contents		Table of Contents
17.	General Information & History		
	(a)	Depositor's Name	Allstate Life Insurance Company of New York
	(b)	Assets of Sub-Account	The Variable Account
	(c)	Control of Depositor	Allstate Life Insurance Company of New York
18.	Services		
	(a)	Fees & Expenses of Registrant	Contract Maintenance Charge
	(b)	Management Contracts	Contract Maintenance Charge; Sales Commissions
	(c)	Custodian	SAI: Safekeeping of the Variable Account's Assets
		Independent Public Accountant	SAI: Experts
	(d)	Assets of Registrant	SAI: Safekeeping of the Variable Account Assets
	(e)	Affiliated Persons	N/A
	(f)	Principal Underwriter	Dean Witter Reynolds Inc.
19.	Purchase of Securities Being Offered		
	(a)	Offering	SAI: Purchase of Contracts
	(b)	Sales load	SAI: Sales Commissions
20.	Underwriters		
	(a)	Principal Underwriter	SAI: Dean Witter Reynolds Inc.
	(b)	Continuous offering	SAI: Purchase of Contracts
	(c)	Commissions	SAI: Sales Commissions; Dean Witter Reynolds Inc.
	(d)	Unaffiliated Underwriters	N/A
21.	Calculation of Performance Data		SAI: Performance Data
22.	Annuity Payments		SAI: Income Payments
23.	Financial Statements		
	(a)	Financial Statements of Registrant	SAI: Allstate Life of New York Variable Annuity Account II Financial Statements
	(b)	Financial Statements of Depositor	SAI: Allstate Life Insurance Company of New York Financial Statements
24a.	Financial Statements		Part C. Financial Statements

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		PROSPECTUS CAPTION
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26.	Persons Controlled By or Under Common Control with Depositor or Registrant.......................................	Part C. Persons Controlled by or Under Common Control with Depositor or Registrant
27.	Number of Contract Owners..	Part C. Number of Contract Owners
28.	Indemnification..	Part C. Indemnification
29a.	Relationship of Principal Underwriter to Other Investment Companies..	Part C. Relationship of Principal Underwriter to Other Investment Companies
29b.	Principal Underwriters...	Part C. Principal Underwriters
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30.	Location of Accounts and Records...................................	Part C. Location of Accounts and Records
31.	Management Services..	Part C. Management Services
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ALLSTATE LIFE OF NEW YORK VARIABLE ANNUITY ACCOUNT II

OF

ALLSTATE LIFE INSURANCE COMPANY OF NEW YORK
ONE ALLSTATE DRIVE
P.O. BOX 9095
FARMINGVILLE, NEW YORK 11738

INDIVIDUAL VARIABLE ANNUITY CONTRACTS

DISTRIBUTED BY

DEAN WITTER REYNOLDS INC.
TWO WORLD TRADE CENTER
NEW YORK, NEW YORK 10048

This Prospectus describes the individual Flexible Premium Deferred Variable Annuity Contract ("Contract") offered by Allstate Life Insurance Company of New York ("Company"), a wholly owned subsidiary of Allstate Insurance Company. Dean Witter Reynolds Inc. ("Dean Witter") is the principal underwriter and distributor of the Contracts.

The Contract has the flexibility to allow you to shape an annuity to fit your particular needs. It is primarily designed to aid you in long-term financial planning and can be used for retirement planning regardless of whether the plan qualifies for special federal income tax treatment.

This Prospectus is a concise statement of the relevant information about the Allstate Life of New York Variable Annuity Account II ("Variable Account") which you should know before making a decision to purchase the Contract. This Prospectus generally describes only the variable portion of the Contract. For a brief summary of the fixed portion of the Contract, see "The Fixed Account" on page 22.

The Variable Account invests exclusively in shares of the Dean Witter Variable Investment Series (the "Fund"), a mutual fund managed by Dean Witter InterCapital Inc., a wholly-owned subsidiary of Dean Witter Discover & Co.

The Company has prepared and filed a Statement of Additional Information dated October , 1995 with the U.S. Securities and Exchange Commission. If you wish to receive the Statement of Additional Information, you may obtain a free copy by calling or writing the Company at the address below. For your convenience, an order form for the Statement of Additional Information may be found on page 29 of this Prospectus. Before ordering, you may wish to review the Table of Contents of the Statement of Additional Information on page 27 of this Prospectus. The Statement of Additional Information has been incorporated by reference into this Prospectus.

ALLSTATE LIFE INSURANCE COMPANY OF NEW YORK
ONE ALLSTATE DRIVE
P.O. BOX 9095
FARMINGVILLE, NEW YORK 11738

THIS PROSPECTUS IS VALID ONLY WHEN ACCOMPANIED
OR PRECEDED BY A CURRENT PROSPECTUS FOR THE
DEAN WITTER VARIABLE INVESTMENT SERIES

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, NOR HAS THE COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE

CONTRARY IS A CRIMINAL OFFENSE.

PLEASE READ THIS PROSPECTUS CAREFULLY AND RETAIN IT FOR FUTURE REFERENCE

THE DATE OF THIS PROSPECTUS IS OCTOBER , 1995.

THE CONTRACTS ARE AVAILABLE ONLY IN NEW YORK

THIS PROSPECTUS DOES NOT CONSTITUTE AN OFFERING IN ANY JURISDICTION IN WHICH SUCH OFFERING MAY NOT LAWFULLY BE MADE. NO DEALER, SALESMAN, OR OTHER PERSON IS AUTHORIZED TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATIONS IN CONNECTION WITH THIS OFFERING OTHER THAN THOSE CONTAINED IN THIS PROSPECTUS, AND, IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON.

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GLOSSARY

ACCUMULATION UNIT--An accounting unit used to calculate the Cash Value in the Variable Account prior to the Payout Start Date. Each Sub-Account of the Variable Account has its own distinct Accumulation Unit value.

AGE--Age on last birthday.

ANNUITANT--Includes Annuitant and any Joint Annuitant. A natural person(s) whose life determines the duration of annuity payments involving life contingencies.

ANNUITY UNIT--An accounting unit used to calculate Variable Annuity payments. Each Sub-Account has a distinct Annuity Unit value.

AUTOMATIC ADDITIONS--Additional Purchase Payments of $25 or more which are made automatically from the Owner's bank account or Dean Witter Active Assets-TM- Account.

BENEFICIARY--The person(s) designated in the Contract who, after the death of any Owner, or last surviving Annuitant may elect to receive the Death Benefit or continue the Contract as described in "Benefits Under the Contract" on page 18.

COMPANY--The issuer of the Contract, Allstate Life Insurance Company of New York, which is a subsidiary of Allstate Insurance Company.

CONTRACT--The Flexible Premium Deferred Variable Annuity Contract known as the "Allstate Life of New York Variable Annuity Account II" that is described in this prospectus.

CONTRACT ANNIVERSARY--An anniversary of the date that the Contract was issued to the Owner.

CASH VALUE--The sum of the value of all Accumulation Units for the Fixed Account.

CONTRACT YEAR--The year commencing on either the Issue Date or a Contract Anniversary.

DATE OF DEATH--The Date that an Owner and/or Annuitant dies causing a Death Benefit to be due.

DEATH BENEFIT--Prior to the Payout Start Date, the amount payable on the death of the Owner or Annuitant.

DEATH BENEFIT ANNIVERSARY--Every sixth Contract Anniversary. For example, the 6th, 12th and 18th Contract Anniversaries are the first three Death Benefit Anniversaries.

DOLLAR COST AVERAGING--A method to transfer $100 or more of the Cash Value in the Money Market Sub-Account automatically to the other Sub-Accounts on a monthly basis.

DUE PROOF OF DEATH--One of the following:

(a) A copy of a certified death certificate.

(b) A copy of a certified decree of a court of competent jurisdiction as to the finding of death.

(c) Any other proof satisfactory to the Company.

EARLY WITHDRAWAL CHARGE--The charge that may be assessed by the Company on full or partial withdrawals of the Purchase Payments in excess of the Withdrawal Amount Without Early Withdrawal Charge.

ENHANCED DEATH BENEFIT--An additional Death Benefit option which can be selected at the time the Contract is purchased.

FIXED ACCOUNT--All of the assets of the Company that are not in separate accounts. Contributions made to the Fixed Account are invested in the general account of the Company.

FIXED ANNUITY--An annuity with payments having a guaranteed amount.

GUARANTEE PERIOD--The period of time for which a credited rate on an allocation or transfer to the Fixed Account is guaranteed.

INCOME PAYMENTS--A series of periodic annuity payments made by the Company to the Owner or Beneficiary.

INVESTMENT ALTERNATIVE--The Fixed Account and the eleven Sub-Accounts of the Variable Account constitute the twelve Investment Alternatives.

JOINT ANNUITANT--The person, along with the Annuitant, whose life determines the duration of annuity payments under a joint and last survivor annuity.

NET INVESTMENT FACTOR--The factor for a particular Sub-Account used to determine the value of an Accumulation Unit and Annuity Unit in any Valuation Period.

NON-QUALIFIED CONTRACTS--Contracts that do not qualify for special federal income tax treatment.

OWNER--The person or persons designated as the Owner(s) in the Contract.

PAYOUT START DATE--The date Income Payments are to begin under the Contract.

PORTFOLIOS--The mutual fund portfolios of The Dean Witter Variable Investment Series. The Dean Witter Variable Investment Series has eleven separate portfolios: the Money Market Portfolio, the Quality Income Plus Portfolio, the High Yield Portfolio, the Utilities Portfolio, the Dividend Growth Portfolio, the Capital Growth Portfolio, the Global Dividend Growth Portfolio, the European Growth Portfolio, the Pacific Growth Portfolio, the Equity Portfolio and the Managed Assets Portfolio.

PURCHASE PAYMENTS--The premiums paid by the Owner to the Company.

QUALIFIED CONTRACTS--Contracts issued under plans that qualify for special federal income tax treatment.

REQUIRED MINIMUM DISTRIBUTION--For Qualified Contracts, partial withdrawals equal to the IRS Required Minimum Distribution may be taken from the Cash Value and sent to the Owner or deposited in the Owner's bank account or Dean Witter Active Assets-TM- Account.

SETTLEMENT VALUE--The Cash Value less any applicable Early Withdrawal Charges and premium tax. The Settlement Value will be calculated at the end of the valuation period coinciding with a request for payment.

SUB-ACCOUNT--A sub-division of the Variable Account. Each Sub-Account invests exclusively in shares of a specified Portfolio.

SYSTEMATIC WITHDRAWALS--Partial withdrawals of $100 or more may be taken from the Cash Value and sent to the Owner or deposited in the Owner's bank account or Dean Witter Active Assets-TM- Account or sent directly to the Owner.

VALUATION DATE--Each day that the New York Stock Exchange is open for business, except for days in which there is an insufficient degree of trading in the Variable Account's portfolio securities that the value of Accumulation or Annuity Units might not be materially affected by changes in the value of the portfolio securities. The Valuation Date does not include such Federal and non-Federal holidays as are observed by the New York Stock Exchange.

VALUATION PERIOD--The period between successive Valuation Dates, commencing at the close of business of each Valuation Date and ending at the close of business of the next succeeding Valuation Date.

VARIABLE ACCOUNT--Allstate Life of New York Variable Annuity Account II, a separate investment account established by the Company to receive and invest the Purchase Payments paid under the Contracts.

VARIABLE ANNUITY--An annuity with payments that have no predetermined or guaranteed dollar amounts. The payments will vary in amounts depending upon the investment experience of one or more of the Portfolios.

WITHDRAWAL AMOUNT WITHOUT EARLY WITHDRAWAL CHARGE--A portion of the Cash

Value which may be withdrawn during the course of the Contract year without incurring an Early Withdrawal Charge, i.e., 15% of all Purchase Payments made.

INTRODUCTION

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1. WHAT IS THE PURPOSE OF THE CONTRACT?

The Contracts described in this Prospectus seek to allow you to accumulate funds and to receive annuity payments ("Income Payments"), when desired, at rates which depend upon the return achieved from the types of investment chosen. THERE IS NO ASSURANCE THAT THIS GOAL WILL BE ACHIEVED. In attempting to achieve this goal, the Owner can allocate Purchase Payments to one or more of the Variable Account Portfolios.

Because Income Payments and Cash Values invested in the Variable Account depend on the investment experience of the selected Portfolios, the Owner bears the entire investment risk for amounts allocated to the Variable Account. See "Value of Variable Account Accumulation Units," page 14 and "Amount of Variable Annuity Income Payments," page 20.

2. HOW DO I PURCHASE A CONTRACT?

You may purchase the Contract from Dean Witter, the Company's authorized sales representative. The first Purchase Payment must be at least $4,000 (for Qualified Contracts, $1,000). Presently, the Company will accept an initial Purchase Payment of at least $1,000, but reserves the right to increase the minimum initial Purchase Payment amount to $4,000. See "Purchase of the Contracts," page 13.

On your application, you will allocate your Purchase Payment among the Investment Alternatives. All allocations must be in whole percents from 0% to 100% and must total 100%. Purchase payments may be allocated in amounts of no less than $100. Allocations may be changed by notifying the Company in writing. See "Allocation of Purchase Payments," page 14.

3. WHAT TYPES OF INVESTMENTS UNDERLIE THE VARIABLE ACCOUNT?

The Variable Account invests exclusively in shares of the Dean Witter Variable Investment Series (the "Fund"), a mutual fund managed by Dean Witter InterCapital, Inc. a wholly owned subsidiary of Dean Witter Discover & Co. The Fund has eleven Portfolios: the Money Market Portfolio, the Quality Income Plus Portfolio, the High Yield Portfolio, the Utilities Portfolio, the Dividend Growth Portfolio, the Capital Growth Portfolio, the Global Dividend Growth Portfolio, the European Growth Portfolio, the Pacific Growth Portfolio, the Equity Portfolio and the Managed Assets Portfolio. The assets of each Portfolio are held separately from the other Portfolios and each has distinct investment objectives and policies which are described in the accompanying Prospectus for the Fund. In addition to the Variable Account, Owners can also allocate all or part of their Purchase Payments to the Fixed Account. See "The Fixed Account" on page 22.

4. CAN I TRANSFER AMOUNTS AMONG THE INVESTMENT ALTERNATIVES?

Transfers must be at least $100 or the entire amount in the Investment Alternative, whichever is less. Transfers to any Guarantee Period of the Fixed Account must be at least $500. Dollar Cost Averaging automatically moves funds on a monthly basis from the Money Market Sub-Account to other Sub-Accounts of your choice. Certain transfers may be restricted. See "Transfers," page 15.

5. CAN I GET MY MONEY IF I NEED IT?

All or part of the Cash Value can be withdrawn before the earliest of the Payout Start Date, the death of any Owner or the death of the last surviving Annuitant. No Early Withdrawal Charges will be deducted on amounts up to the annual Withdrawal Amount Without Early Withdrawal Charge, i.e., 15% of all Purchase Payments made. Amounts withdrawn in excess of the Withdrawal Amount Without Early Withdrawal Charge may be subject to an Early Withdrawal Charge of 0% to 6% depending on how long the withdrawn Purchase Payments have been invested in the Contract. THE COMPANY GUARANTEES THAT THE AGGREGATE

EARLY WITHDRAWAL CHARGES WILL NEVER EXCEED 6% OF THE PURCHASE PAYMENTS. Withdrawals and surrenders may be subject to income tax and a 10% tax penalty. In addition, federal and state income tax may be withheld from withdrawal and surrender amounts. Additional restrictions may apply to Qualified Contracts. See

"Surrender and Withdrawals," page 15, and "Taxation of Annuities in General," page 24.

6. WHAT ARE THE CHARGES AND DEDUCTIONS UNDER THE CONTRACT?

To meet its Death Benefit obligations and to pay expenses not covered by the Contract Maintenance Charge, the Company deducts a Mortality and Expense Risk Charge of 1.25% and an Administrative Expense Charge of .10%. For Contracts with the optional Enhanced Death Benefit Provision, an additional Mortality and Expense Risk Charge of .13% is assessed bringing the total charges for contracts with the Enhanced Death Benefit Provision to a Mortality and Expense Risk Charge of 1.38% and an Administrative Expense Risk Charge of .10%. See "Mortality and Expense Risk Charge," page 17 and "Administrative Expense Charge," page 17. Annually, the Company deducts $30 for maintaining the Contract. See "Contract Maintenance Charge," page 17. The Company may also deduct Early Withdrawal Charges. See "Early Withdrawal Charge," page 16. Additional deductions may be made for certain taxes. See "Taxes," page 18.

7. DOES THE CONTRACT PAY ANY GUARANTEED DEATH BENEFITS?

The Contracts provide that if the Owner(s) or the last surviving Annuitant dies prior to the Payout Start Date, a Death Benefit may be paid to the new Owner or Beneficiary. If requested to be paid in a lump sum within 60 days from the Date of Death, the Death Benefit will be the greatest of (1) the sum of all Purchase Payments less any amounts deducted in connection with partial withdrawals including any Early Withdrawal Charges and premium tax; or (2) the Cash Value on the date we receive Due Proof of Death; or (3) the Cash Value on the most recent Death Benefit Anniversary less any amounts deducted in connection with partial withdrawals, including any Early Withdrawal Charges and premium tax deducted from the Cash Value, since that anniversary. For Contracts with the optional Enhanced Death Benefit provision, the Death Benefit will be the greatest of (1) through (3) above, or (4) the Enhanced Death Benefit. If the Enhanced Death Benefit option is selected, it applies only at the death of the Owner. It does not apply to the death of the Annuitant if different from the Owner. See "Death Benefits Prior to the Payout Start Date," page 18, for a full description of Death Benefit options.

Prior to the Payout Start Date the Beneficiary has 60 days from the Date of Death of the Owner(s) or Annuitant(s) to either elect an income plan or to take a lump sum payment. Death Benefits after the Payout Start Date, if any, will depend on the income plan chosen. See "Benefits Under the Contract" page 18.

8. IS THERE A FREE-LOOK PROVISION?

The Owner(s) may cancel the Contract anytime within 10 days after receipt of the Contract and receive a full refund of Purchase Payments allocated to the Fixed Account. Unless a refund of Purchase Payments is required by State or Federal law, Purchase Payments allocated to the Variable Account will be returned after an adjustment to reflect investment gain or loss, less any applicable Contract expenses, that occurred from the date of allocation through the date of cancellation.

SUMMARY OF SEPARATE ACCOUNT EXPENSES

OWNER TRANSACTION EXPENSES (ALL SUB-ACCOUNTS)

The following fee table illustrates all expenses and fees that the Owner will incur. The expenses and fees set forth in the table are based on charges under the Contracts and on the expenses of the separate account and the underlying fund for the fiscal year ended December 31, 1994.

Sales Load Imposed on Purchases (as a percentage of Purchase Payments).................	None
EARLY WITHDRAWAL CHARGE (AS A PERCENTAGE OF PURCHASE PAYMENTS).........................	*

NUMBER OF COMPLETE CONTRACT YEARS SINCE PURCHASE PAYMENT BEING WITHDRAWN WAS MADE	APPLICABLE SALES CHARGE PERCENTAGE
0 years..	6%
1 year...	5%

2 years	4%
3 years	3%
4 years	2%
5 years	1%
6 years or more	0%

Exchange Fee	None
Annual Contract Fee	$30

SEPARATE ACCOUNT ANNUAL EXPENSES (AS A PERCENTAGE OF AVERAGE ACCOUNT VALUE)

Mortality and Expense Risk Charge	1.38%**
Administrative Expense Charge	.10%
Total Separate Account Annual Expenses	1.48%**

*There are no Early Withdrawal Charges on amounts up to the Withdrawal Amount Without Early Withdrawal Charge.

**For Contracts without an Enhanced Death Benefit provision, the Mortality and Expence Risk Charge is 1.25% resulting in total Separate Account Annual Expenses of 1.35%.

DEAN WITTER VARIABLE INVESTMENT SERIES ("FUND") EXPENSES (AS A PERCENTAGE OF FUND AVERAGE ASSETS)

PORTFOLIO	MANAGEMENT FEES	OTHER EXPENSES***	TOTAL FUND ANNUAL EXPENSES
Money Market	.50 %	.052%	.552%
Quality Income Plus	.50 %****	.040%	.540%
High Yield	.50 %	.091%	.591%
Utilities	.65 %****	.029%	.679%
Dividend Growth	.625%****	.027%	.652%
Capital Growth	.65 %	.116%	.766%
Global Dividend Growth	.75 %	.121%	.871%
European Growth	1.00 %	.16 %	1.160%
Pacific Growth	1.00 %	.005%	1.005%
Equity	.50 %	.066%	.566%
Managed Assets	.50 %	.043%	.543%

***For the year ended December 31, 1994.

****This percentage is applicable to Portfolio net assets of up to $500 million. For net assets which exceed $500 million in the Quality Income Plus, Utilities and Dividend Growth Portfolios, the management fee will be .45%, .55% and .50%, respectively.

EXAMPLE

You (the Owner) would pay the following expenses on a $1,000 investment, assuming a 5% annual return under the following circumstances:

If you surrender your Contract at the end of the applicable time period (or if you annuitize for a specified period of less than 120 months):

(WITH ENHANCED DEATH BENEFIT PROVISION**)	1 YEAR	3 YEARS	5 YEARS
Money Market Sub-Account	$64	$90	$120

Quality Income Plus Sub-Account	$63	$90	$119
High Yield Sub-Account	$64	$92	$122
Utilities Sub-Account	$65	$94	$127
Dividend Growth Sub-Account	$65	$94	$125
Capital Growth Sub-Account	$66	$97	$131
European Growth Sub-Account	$70	$109	$151
Equity Sub-Account	$64	$91	$121
Managed Assets Sub-Account	$63	$90	$120
Pacific Growth Sub-Account	$68	$104	$143
Global Dividend Growth Sub-Account	$67	$100	$136

<CAPTION>

(WITH ENHANCED DEATH BENEFIT PROVISION**)	10 YEARS
Money Market Sub-Account	$240
Quality Income Plus Sub-Account	$239
High Yield Sub-Account	$244
Utilities Sub-Account	$253
Dividend Growth Sub-Account	$251
Capital Growth Sub-Account	$262
European Growth Sub-Account	$302
Equity Sub-Account	$242
Managed Assets Sub-Account	$239
Pacific Growth Sub-Account	$287
Global Dividend Growth Sub-Account	$273

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(WITHOUT ENHANCED DEATH BENEFIT PROVISION***)	1 YEAR	3 YEARS	5 YEARS
Money Market Sub-Account	$62	$86	$113
Quality Income Plus Sub-Account	$62	$86	$113
High Yield Sub-Account	$63	$88	$115
Utilities Sub-Account	$64	$90	$120
Dividend Growth Sub-Account	$63	$90	$118
Capital Growth Sub-Account	$64	$93	$124
European Growth Sub-Account	$68	$105	$145
Equity Sub-Account	$62	$87	$114
Managed Assets Sub-Account	$62	$86	$113
Pacific Growth Sub-Account	$67	$100	$137
Global Dividend Growth Sub-Account	$65	$96	$130

<CAPTION>

(WITHOUT ENHANCED DEATH BENEFIT PROVISION***)	10 YEARS
Money Market Sub-Account	$226
Quality Income Plus Sub-Account	$225
High Yield Sub-Account	$230
Utilities Sub-Account	$240
Dividend Growth Sub-Account	$237
Capital Growth Sub-Account	$249
European Growth Sub-Account	$289
Equity Sub-Account	$228
Managed Assets Sub-Account	$225
Pacific Growth Sub-Account	$274
Global Dividend Growth Sub-Account	$260

</TABLE>

If you do not surrender your Contract or if you annuitize* for a specified period of 120 months or more, at the end of the applicable time period:

<TABLE>
<CAPTION>

(WITH ENHANCED DEATH BENEFIT PROVISION**)	1 YEAR	3 YEARS	5 YEARS
Money Market Sub-Account	$21	$65	$112
Quality Income Plus Sub-Account	$21	$65	$111
High Yield Sub-Account	$21	$66	$114
Utilities Sub-Account	$22	$69	$118
Dividend Growth Sub-Account	$22	$68	$117
Capital Growth Sub-Account	$23	$72	$123
European Growth Sub-Account	$27	$83	$143
Equity Sub-Account	$21	$65	$112
Managed Assets Sub-Account	$21	$65	$111
Pacific Growth Sub-Account	$26	$79	$135
Global Dividend Growth Sub-Account	$24	$75	$128

<CAPTION>

(WITH ENHANCED DEATH BENEFIT PROVISION**)	10 YEARS
Money Market Sub-Account	$240
Quality Income Plus Sub-Account	$239
High Yield Sub-Account	$244
Utilities Sub-Account	$253
Dividend Growth Sub-Account	$251
Capital Growth Sub-Account	$262
European Growth Sub-Account	$302
Equity Sub-Account	$242
Managed Assets Sub-Account	$239
Pacific Growth Sub-Account	$287
Global Dividend Growth Sub-Account	$273

</TABLE>

<TABLE>
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(WITHOUT ENHANCED DEATH BENEFIT PROVISION***)	1 YEAR	3 YEARS	5 YEARS
Money Market Sub-Account	$20	$61	$105
Quality Income Plus Sub-Account	$20	$61	$104
High Yield Sub-Account	$20	$62	$107
Utilities Sub-Account	$21	$65	$111
Dividend Growth Sub-Account	$21	$64	$110
Capital Growth Sub-Account	$22	$68	$116
European Growth Sub-Account	$26	$80	$136
Equity Sub-Account	$20	$61	$105
Managed Assets Sub-Account	$20	$61	$104
Pacific Growth Sub-Account	$24	$75	$128
Global Dividend Growth Sub-Account	$23	$71	$121

<CAPTION>

(WITHOUT ENHANCED DEATH BENEFIT PROVISION***)	10 YEARS
Money Market Sub-Account	$226
Quality Income Plus Sub-Account	$225
High Yield Sub-Account	$230
Utilities Sub-Account	$240
Dividend Growth Sub-Account	$237
Capital Growth Sub-Account	$249
European Growth Sub-Account	$289
Equity Sub-Account	$228
Managed Assets Sub-Account	$225
Pacific Growth Sub-Account	$274
Global Dividend Growth Sub-Account	$260

</TABLE>

The above example should not be considered a representation of past or future expense or performance. Actual expenses of a Sub-Account may be greater or lesser than those shown. The purpose of the example is to assist you in understanding the various costs and expenses that you will bear directly or indirectly.

*Early Withdrawal Charges may be deducted from the Cash Value before it is applied to an income plan with a specified period of less than 120 months.

**Total Separate Account Annual Expenses of 1.48%

***Total Separate Account Annual Expenses of 1.35%

CONDENSED FINANCIAL INFORMATION

ACCUMULATION UNIT VALUES AND NUMBER
OF ACCUMULATION UNITS OUTSTANDING FOR
EACH SUB-ACCOUNT SINCE INCEPTION*

<TABLE>
<CAPTION>

FOR THE YEARS BEGINNING JANUARY

1 AND ENDING DECEMBER 31,

<S>	1991 <C>	1992 <C>	1993 <C>	1994 <C>
MONEY MARKET SUB-ACCOUNT				
Accumulation Unit Value, Beginning of Period........................	$10.452	$10.549	$10.765	$10.913
Accumulation Unit Value, End of Period..............................	$10.549	$10.765	$10.913	$11.178
Number of Units Outstanding, End of Period..........................	70,118	402,184	396,727	1,084,005
QUALITY INCOME PLUS SUB-ACCOUNT				
Accumulation Unit Value, Beginning of Period........................	$11.509	$12.163	$12.993	$14.487
Accumulation Unit Value, End of Period..............................	$12.163	$12.993	$14.487	$13.344
Number of Units Outstanding, End of Period..........................	64,174	524,450	2,173,013	2,144,417
HIGH YIELD SUB-ACCOUNT				
Accumulation Unit Value, Beginning of Period........................	$13.028	$13.982	$16.336	$20.022
Accumulation Unit Value, End of Period..............................	$13.982	$16.336	$20.022	$19.264
Number of Units Outstanding, End of Period..........................	1,622	15,225	159,150	239,258
UTILITIES SUB-ACCOUNT				
Accumulation Unit Value, Beginning of Period........................	$11.382	$12.454	$13.840	$15.798
Accumulation Unit Value, End of Period..............................	$12.454	$13.840	$15.798	$14.180
Number of Units Outstanding, End of Period..........................	36,552	404,297	1,563,593	1,409,729
DIVIDEND GROWTH SUB-ACCOUNT				
Accumulation Unit Value, Beginning of Period........................	$13.135	$13.911	$14.844	$16.746
Accumulation Unit Value, End of Period..............................	$13.911	$14.844	$16.746	$15.981
Number of Units Outstanding, End of Period..........................	78,758	512,298	1,676,673	2,186,642
EQUITY SUB-ACCOUNT				
Accumulation Unit Value, Beginning of Period........................	$14.658	$16.799	$16.599	$19.604
Accumulation Unit Value, End of Period..............................	$16.799	$16.599	$19.604	$18.392
Number of Units Outstanding, End of Period..........................	9,016	63,933	346,339	515,289
MANAGED ASSETS SUB-ACCOUNT				
Accumulation Unit Value, Beginning of Period........................	$12.437	$13.266	$14.035	$15.286
Accumulation Unit Value, End of Period..............................	$13.266	$14.035	$15.286	$15.675
Number of Units Outstanding, End of Period..........................	14,159	547,208	1,529,877	1,862,227
CAPITAL GROWTH SUB-ACCOUNT				
Accumulation Unit Value, Beginning of Period........................	$10.930	$12.697	$12.731	$11.682
Accumulation Unit Value, End of Period..............................	$12.697	$12.731	$11.682	$11.379
Number of Units Outstanding, End of Period..........................	26,084	143,626	231,320	227,347
EUROPEAN GROWTH SUB-ACCOUNT				
Accumulation Unit Value, Beginning of Period........................	$9.805	$10.020	$10.280	$14.290
Accumulation Unit Value, End of Period..............................	$10.020	$10.280	$14.290	$15.278
Number of Units Outstanding, End of Period..........................	3,234	54,287	291,085	549,696
GLOBAL DIVIDEND GROWTH SUB-ACCOUNT	--	--	--	
Accumulation Unit Value, Beginning of Period........................	--	--	--	$10.000
Accumulation Unit Value, End of Period..............................	--	--	--	$9.912
Number of Units Outstanding, End of Period..........................	--	--	--	676,049
PACIFIC GROWTH SUB-ACCOUNT	--	--	--	
Accumulation Unit Value, Beginning of Period........................	--	--	--	$10.000
Accumulation Unit Value, End of Period..............................	--	--	--	$9.221
Number of Units Outstanding, End of Period..........................	--	--	--	426,544

</TABLE>

* All Sub-Accounts commenced operations on September 24, 1991, except for the Global Dividend Growth and Pacific Growth Sub- Accounts. The Global Dividend Growth and Pacific Growth Sub-Accounts commenced operations on February 23, 1994.

PERFORMANCE DATA

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From time to time the Variable Account may publish advertisements containing performance data relating to its Sub-Accounts. The performance data for the Sub-Accounts (other than for the Money Market Sub-Account) will always be accompanied by total return quotations for the most recent one, five and ten year periods, or for a period from inception to date if the Sub-Account has not been available for one of the prescribed periods. The total return quotations for each period will be the average annual rates of return required for an initial Purchase Payment of $1,000 to equal the amount Owners would receive on a withdrawal of the Purchase Payment, after reflection of all recurring and nonrecurring charges.

In addition, the Variable Account may advertise the total return over different periods of time by means of aggregate, average, year-by-year or other types of total return figures. Such calculations may or may not reflect the deduction of some or all of the charges which may be imposed on the Contracts by the Variable Account which, if reflected, would reduce the performance quoted. The Variable Account from time to time may also advertise Accounts relative to indexes compiled by independent organizations.

Performance figures used by the Variable Account are based on actual historical performance of its Sub-Accounts for specified periods, and the figures are not intended to indicate future performance. More detailed information on the computation is set forth in the Statement of Additional Information.

FINANCIAL STATEMENTS

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The financial statements of Allstate Life Insurance Company of New York and the Allstate Life of New York Variable Annuity Account II may be found in the Statement of Additional Information, which is incorporated by reference into this Prospectus and which is available upon request. (See Order Form on page 29.)

ALLSTATE LIFE INSURANCE COMPANY OF NEW YORK
AND THE VARIABLE ACCOUNT

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ALLSTATE LIFE INSURANCE COMPANY OF NEW YORK

The Company is the issuer of the Contract. Incorporated in 1967 as a stock life insurance company under the laws of New York, the Allstate Life Insurance Company of New York ("Company") has done business since 1984 as "Allstate Life Insurance Company of New York". From 1967 to 1978 the Company was known as "Financial Insurance Company" and from 1978 to 1984 the Company was known as "PM Life Insurance Company". The Company sells annuities and individual life insurance. The Company is currently licensed to operate in New York. The Company's home office is located in Farmingville, New York.

The Company is an indirect wholly owned subsidiary of Allstate Insurance Company ("Allstate") which is a stock insurance company incorporated under the laws of Illinois. With the exception of directors' qualifying shares, all of the outstanding capital stock of Allstate is owned by The Allstate Corporation ("Corporation").

DEAN WITTER REYNOLDS INC.

Dean Witter Reynolds Inc. ("Dean Witter") is the principal underwriter of the Contract. Dean Witter is a wholly-owned subsidiary of Dean Witter, Discover & Co. ("Dean Witter Discover"). Dean Witter is located at Two World Trade Center, New York, New York. Dean Witter is a member of the New York Stock Exchange and the National Association of Securities Dealers, Inc.

Dean Witter Discover's subsidiary, Dean Witter InterCapital, Inc. ("InterCapital"), is the investment manager of the Dean Witter Variable Investment Series. InterCapital is registered with the Securities and Exchange Commission as an investment adviser. As compensation for investment management, the Fund pays InterCapital a monthly advisory fee at an annual rate of 0.5% of the daily net assets of each of the Money Market Portfolio, the High Yield Portfolio, the Equity Portfolio and the Managed Assets Portfolio; at an annual rate of 0.50% of the daily net assets of the Quality Income Plus Portfolio up to $500 million and 0.45% of the daily net assets of that Portfolio exceeding $500 million; at an annual rate of 0.65% of the daily net assets of the Utilities Portfolio and the Capital Growth Portfolio; at an annual rate of 0.65% of the daily net assets of the Utilities Portfolio up to $500 million and 0.55% of the daily net assets of that Portfolio exceeding $500 million; at an annual rate of 0.625% of the daily net assets of the Dividend Growth Portfolio, up to $500 million and 0.50% of the daily net assets of that Portfolio exceeding $500 million; at an annual rate of 0.75% of the daily net assets of the Global Dividend Growth Portfolio and; at the annual rate of 1.0% of the daily net assets of the European Growth Portfolio and the Pacific Growth Portfolio. These expenses are more fully described in the Fund's Prospectus attached to this Prospectus.

THE VARIABLE ACCOUNT

Established on May 18, 1990, the Variable Account is a unit investment trust registered with the Securities and Exchange Commission under the Investment Company Act of 1940, but such registration does not signify that the Commission supervises the management or investment practices or policies of the Variable Account. The investment performance of the Variable Account is entirely independent of both the investment performance of the Company's general account and the performance of any other separate account.

The assets of the Variable Account are held separately from the other assets of the Company. They are not chargeable with liabilities incurred in the Company's other business operations. Accordingly, the income, capital gains and capital losses, realized or unrealized, incurred on the assets of the Variable Account are credited to or charged against the assets of the Variable Account, without regard to the income, capital gains or capital losses arising out of any other business the Company may conduct.

The Variable Account has been divided into eleven Sub-Accounts, each of which invests solely in its corresponding Portfolio of the Dean Witter Variable Investment Series. Additional Sub-Accounts may be added at the discretion of the Company.

THE DEAN WITTER VARIABLE INVESTMENT SERIES

The Variable Account will invest exclusively in the Dean Witter Variable Investment Series (the "Fund"). Shares of the Fund are also offered to separate accounts of the Company which fund other variable annuity contracts. Shares of the Fund are also offered to separate accounts of a life insurance company affiliated with the Company which fund variable annuity contracts. Shares of the Fund may also be offered to separate accounts of certain non-affiliated life insurance companies which fund variable life insurance contracts. It is conceivable that in the future it may become disadvantageous for both variable life and variable annuity contract separate accounts to invest in the same underlying Fund. Although neither the Company nor the Fund currently foresees any such disadvantage, the Fund's Board of Trustees intends to monitor events in order to identify any material irreconcilable conflict between the interests of variable annuity contract owners and variable life contract owners and to determine what action, if any, should be taken in response thereto.

Investors in the High Yield Portfolio should carefully consider the relative risks of investing in high yield securities, which are commonly known as junk bonds. Bonds of this type are considered to be speculative with regard to the payment of interest and return of principal. Investors in the High Yield Portfolio should also be cognizant of the fact that such securities are not generally meant for short-term investing and should assess the risks associated with an investment in the High Yield Portfolio.

Shares of the Portfolios of the Fund are not deposits, or obligations of, or guaranteed or endorsed by any bank and the shares are not federally insured by the Federal Deposit Insurance Corporation, the Federal Reserve Board or any other agency.

The Fund has eleven portfolios: the Money Market Portfolio, the Quality Income Plus Portfolio, the High Yield Portfolio, the Utilities Portfolio, the Dividend Growth Portfolio, the Capital Growth Portfolio, the Global Dividend Growth Portfolio, the European Growth Portfolio, the Pacific Growth Portfolio, the Equity Portfolio and the Managed Assets Portfolio. Each Portfolio has different investment objectives and policies and operates as a separate investment fund.

The Money Market Portfolio seeks high current income, preservation of capital, and liquidity by investing in certain money market instruments, principally U.S. government securities, bank obligations, and high grade commercial paper.

The Quality Income Plus Portfolio seeks, as its primary objective, to earn a high level of current income and, as a secondary objective, capital appreciation, but only when consistent with its primary objective, by investing primarily in debt securities issued by the U.S. Government, its agencies and instrumentalities, including zero coupon securities and in fixed-income securities rated A or higher by Moody's Investors Service, Inc. ("Moody's") or Standard & Poor's Corporation ("Standard & Poor's") or non-rated securities of comparable quality, and by writing covered call and put options against such securities.

The High Yield Portfolio seeks as its objective, to earn a high level of current income by investing in a professionally managed diversified portfolio consisting principally of fixed-income securities rated Baa or lower by Moody's or BBB or lower by Standard & Poor's or non-rated securities of comparable quality, which are commonly known as junk bonds, and, as a secondary objective, capital

appreciation when consistent with its primary objective.

The Utilities Portfolio seeks to provide current income and long-term growth of income and capital by investing primarily in equity and fixed-income securities of companies engaged in the public utilities industry.

The Dividend Growth Portfolio seeks to provide reasonable current income and long-term growth of income and capital by investing primarily in common stock of companies with a record of paying dividends and the potential for increasing dividends.

The Capital Growth Portfolio seeks to provide long-term capital growth by investing principally in common stocks.

The Global Dividend Growth Portfolio seeks to provide reasonable current income and long-term growth of income and capital by investing primarily in common stock of companies, issued by issuers worldwide, with a record of paying dividends and the potential for increasing dividends.

The European Growth Portfolio seeks to maximize the capital appreciation on its investments by investing primarily in securities issued by issuers located in Europe.

The Pacific Growth Portfolio seeks to maximize the capital appreciation of its investments by investing primarily in securities issued by issuers located in Asia, Australia and New Zealand.

The Equity Portfolio seeks, as its primary objective, growth of capital through investments in common stock of companies believed by the Investment Manager to have potential for superior growth and, as a secondary objective, income when consistent with its primary objective.

The Managed Assets Portfolio seeks a high total investment return through a fully managed investment policy utilizing equity securities, fixed-income securities rated Baa or higher by Moody's or BBB or higher by Standard & Poor's (or non-rated securities of comparable quality), and money market securities, and covered call and put options.

All dividends and capital gains distributions from the Portfolios are automatically reinvested in shares of the distributing Portfolio at their net asset value.

THERE IS NO ASSURANCE THAT ANY OF THE PORTFOLIOS WILL ATTAIN THEIR RESPECTIVE STATED OBJECTIVES. Additional information concerning the investment objectives and policies of the Portfolios can be found in the current prospectus for the Fund accompanying this Prospectus.

THE PROSPECTUS OF THE FUND SHOULD BE READ CAREFULLY BEFORE ANY DECISION IS MADE CONCERNING THE ALLOCATION OF PURCHASE PAYMENTS TO A PARTICULAR PORTFOLIO.

THE CONTRACTS

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PURCHASE OF THE CONTRACTS

The Contracts may be purchased through sales representatives of Dean Witter. The first Purchase Payment must be at least $4,000 unless the Contract is a Qualified Contract, in which case the first Purchase Payment must be at least $1,000. Presently, the Company will accept an initial Purchase Payment of at least $1,000, but reserves the right to increase the minimum initial Purchase Payment amount to $4,000. All subsequent Purchase Payments must be $25 or more and may be made at any time prior to the Payout Start Date. Additional Purchase Payments may also be made from your bank account or your Dean Witter Active Assets-TM- Account through Automatic Additions. Please consult with your Dean Witter Account Executive for detailed information about Automatic Additions. The Automatic Additions program is not

available for Qualified Contracts issued pursuant to a Dean Witter Custodial Account.

The Company reserves the right to underwrite or reject future additions.

CREDITING OF INITIAL PURCHASE PAYMENTS

A Purchase Payment accompanied by complete information will be credited to the Contract within two business days of receipt by the Company at its home office. If the information is not complete, the Company will credit the Purchase Payments to the Contract within five business days or return it at that time unless the applicant specifically consents to the Company holding the Purchase Payment until the information is complete. The Company reserves the right to reject any proposed purchase of the Contract. Subsequent Purchase Payments will be credited to the Contract at the close of the Valuation Period in which the Purchase Payment is received.

ALLOCATION OF PURCHASE PAYMENTS

On the application the Owner instructs the Company how to allocate the Purchase Payment among the twelve Investment Alternatives. Purchase Payments may be allocated in whole percents, from 0% to 100%, to any Investment Alternative so long as the total allocation equals 100%. Purchase Payments may also be allocated in amounts of no less than $100. Unless the Owner notifies the Company otherwise, subsequent Purchase Payments are allocated according to the original instructions.

Each Purchase Payment will be credited to the Contract as Variable Account Accumulation Units equal to the amount of the Purchase Payment allocated to each Sub-Account divided by the Accumulation Unit value for that Sub-Account next computed after the Purchase Payment is credited to the Contract. For example, if a $10,000 Purchase Payment is credited to the Contract when the Accumulation Unit value equals $10, then 1,000 Accumulation Units would be credited to the Contract. The Variable Account, in turn, purchases shares of the corresponding Portfolio (see "Value of Variable Account Accumulation Units," page 14).

For a brief summary of how Purchase Payments allocated to the Fixed Account are credited to the Contract, see "The Fixed Account" on page 22.

VALUE OF VARIABLE ACCOUNT ACCUMULATION UNITS

The Accumulation Units in each Sub-Account of the Variable Account are valued separately. The value of Accumulation Units may change each Valuation Period according to the investment performance of the shares purchased by each Sub-Account and the deduction of certain expenses and charges.

A Valuation Period is the period between successive Valuation Dates. It begins at the close of business of each Valuation Date and ends at the close of business of the next succeeding Valuation Date. A Valuation Date is each day that the New York Stock Exchange is open for business except for any day in which there is an insufficient degree of trading in the Variable Account's portfolio securities that the value of Accumulation or Annuity Units might not be materially affected by changes in the value of the portfolio securities. Valuation Dates do not include such Federal and non-Federal holidays as are observed by the New York Stock Exchange. The New York Stock Exchange currently observes the following holidays: New Year's Day (January 1); President's Day (the third Monday in February); Good Friday (the Friday before Easter); Memorial Day (the last Monday in May); Independence Day (July 4); Labor Day (the first Monday in September); Thanksgiving Day (the fourth Thursday in November); and Christmas Day (December 25).

The value of an Accumulation Unit in a Sub-Account for any Valuation Period equals the value of the Accumulation Unit as of the immediately preceding Valuation Period, multiplied by the Net Investment Factor for that Sub-Account for the current Valuation Period. The Net Investment Factor is a number representing the change on successive Valuation Dates in value of Sub-Account assets due to investment income, realized or unrealized capital

gains or loss, deductions for taxes, if any, and deductions for the Mortality and Expense Risk Charge and Administrative Expense Charge.

TRANSFERS

Transfers must be at least $100 or the total amount in the Investment Alternative, whichever is less. Transfers to any Guarantee Period of the Fixed Account must be at least $500. Currently, there is no charge for transfers among the twelve Investment Alternatives. The Company, however, reserves the right to assess a $25.00 charge on all transfers in excess of 12 per Contract Year. The Company will notify Owners at least 30 days prior to imposing the transfer charge.

Transfers out of any Sub-Account before the Payout Start Date may be made at any time.

After the Payout Start Date, transfers among Sub-Accounts of the Variable Account, or from the Variable Account to the Fixed Account may be made only once every six months and may not be made during the first six months following the Payout Start Date.

Transfers may be made pursuant to telephone instructions if the Owner authorizes telephone transfers at the time of purchase, or subsequently on a form provided by the Company. Telephone transfer requests will be accepted by the Company if received at 516/752-5306 by 4:00 p.m., Eastern Time. Telephone transfer requests received at any other telephone number or after 4:00 p.m., Eastern Time will not be accepted by the Company. Telephone transfer requests received before 4:00 p.m., Eastern Time are effected at the next computed value. Otherwise, transfer requests must be in writing, on a form provided by the Company.

Transfers may also be made automatically through Dollar Cost Averaging prior to the Payout Start Date. Dollar Cost Averaging permits the Owner to transfer a specified amount every month from the Money Market Sub-Account to any other Sub-Account. Transfers made through Dollar Cost Averaging must be $100 or more. Dollar Cost Averaging cannot be used to transfer amounts to the Fixed Account. Please consult with your Dean Witter Account Executive for detailed information about Dollar Cost Averaging.

Transfers from Sub-Accounts of the Variable Account will be made based on the Accumulation Unit values next computed after the Company receives the transfer request at its home office.

For transfers involving the Fixed Account, see page 22.

SURRENDER AND WITHDRAWALS

The Owner may withdraw all or part of the Cash Value at anytime prior to the earlier of the death of the last surviving Annuitant, death of any Owner or the Payout Start Date. The amount available for withdrawal is the Cash Value next computed after the Company receives the request for a withdrawal at its home office, less any Early Withdrawal Charges, Contract Maintenance Charges or any remaining charge for premium taxes. Withdrawals from the Variable Account will be paid within seven days of receipt of the request, subject to postponement in certain circumstances. See "Delay of Payments," page 23. For withdrawals from the Fixed Account, see page 22.

The minimum partial withdrawal is $500. If the Cash Value after a partial withdrawal would be less than $500, then the Company will treat the request as one for a total surrender of the Contract and the entire Cash Value, less any charges and premium taxes, will be paid out.

Partial withdrawals may also be taken automatically through monthly Systematic Withdrawals. Systematic Withdrawals of $100 or more may be requested at any time prior to the Payout Start Date. Please consult with your Dean Witter Account Executive for detailed information about Systematic Withdrawals.

For Qualified Contracts, the Company will, at the request of the Owner, automatically calculate and withdraw the IRS Required Minimum Distribution. Please consult with your Dean Witter

Account Executive for detailed information about the Required Minimum Distribution program.

Withdrawals and surrenders may be subject to income tax and a 10% tax penalty. This tax and penalty is explained in "Federal Tax Matters" on page 24.

The full Contract Maintenance Charge will be deducted at the time of total surrender should the surrender occur on any date other than a Contract Anniversary. The total amount paid at surrender may be more or less than the total Purchase Payments due to prior withdrawals, any deductions, and investment performance.

To complete the partial withdrawals, the Company will cancel Accumulation Units in an amount equal to the withdrawal and any applicable Early Withdrawal Charge and premium taxes. The Owner must name the Investment Alternative from which the withdrawal is to be made. If none is named, then the withdrawal request is incomplete and cannot be honored.

DEFAULT

So long as the Cash Value is not reduced to zero or a withdrawal does not reduce it to less than $500, the Contract will stay in force until the Payout Start Date even if no Purchase Payments are made after the first Purchase Payment.

CHARGES AND OTHER DEDUCTIONS

DEDUCTIONS FROM PURCHASE PAYMENTS

No deductions are currently made from Purchase Payments. Therefore the full amount of every Purchase Payment is invested in the Investment Alternative(s) to increase the potential for investment gain.

EARLY WITHDRAWAL CHARGE (CONTINGENT DEFERRED SALES CHARGE)

The Owner may withdraw the Cash Value at any time before the earliest of the Payout Start Date, the death of any Owner or the last surviving Annuitant's death.

There are no Early Withdrawal Charges on amounts up to the Withdrawal Amount Without Early Withdrawal Charge. A Withdrawal Amount Without Early Withdrawal Charge will be available in each Contract Year. The annual Withdrawal Amount

Without Early Withdrawal Charge is 15% of all Purchase Payments. Amounts withdrawn in excess of the Withdrawal Amount Without Early Withdrawal Charge, may be subject to an Early Withdrawal Charge. Any Withdrawal Amount Without Early Withdrawal Charge not withdrawn in a Contract Year does not increase the Withdrawal Amount Without Early Withdrawal Charge in later Contract Years. Early Withdrawal Charges, if applicable, will be deducted from the amount paid.

In certain cases, distributions required by federal tax law (see the Statement of Additional Information for "IRS Required Distribution at Death Rules") may be subject to an Early Withdrawal Charge. Early Withdrawal Charges may be deducted from the Cash Value before it is applied to an Income Plan with a specified period of less than 120 months.

Withdrawal Amounts Without Early Withdrawal Charge and other partial withdrawals will be allocated on a first in, first out basis to Purchase Payments. For purposes of calculating the amount of the Early Withdrawal Charge, withdrawals are assumed to come from Purchase Payments first, beginning with the oldest payment. Unless the Company is instructed otherwise, for partial withdrawals, the Early Withdrawal Charge will be deducted from the amount paid, rather than from the remaining Cash Value. Once all Purchase Payments have been withdrawn, additional withdrawals will not be assessed an Early Withdrawal Charge.

Early Withdrawal Charges will be applied to amounts withdrawn in excess of a Withdrawal Amount Without Early Withdrawal Charge as set forth below:

<TABLE>
<CAPTION>

COMPLETE CONTRACT YEARS SINCE PURCHASE PAYMENT BEING WITHDRAWN WAS MADE	APPLICABLE WITHDRAWAL CHARGE PERCENTAGE
<S>	<C>
0 years...............	6%
1 year................	5%
2 years...............	4%
3 years...............	3%
4 years...............	2%
5 years...............	1%
6 years or more.......	0%

</TABLE>

THE CUMULATIVE TOTAL OF ALL EARLY WITHDRAWAL CHARGES IS GUARANTEED NEVER TO EXCEED 6% OF AN OWNER'S PURCHASE PAYMENTS.

Early Withdrawal Charges will be used to pay sales commissions and other promotional or distribution expenses associated with the marketing of the Contracts. The Company does not anticipate that the Early Withdrawal Charges will cover all distribution expenses in connection with the Contract.

In addition, federal and state income tax may be withheld from withdrawal and surrender amounts. Certain surrenders may also be subject to a federal tax penalty. See "Federal Tax Matters," page 24.

CONTRACT MAINTENANCE CHARGE

A Contract Maintenance Charge is deducted annually from the Cash Value to reimburse the Company for its actual costs in maintaining each Contract and the Variable Account. THE COMPANY GUARANTEES THAT THE AMOUNT OF THIS CHARGE WILL NOT EXCEED $30 PER CONTRACT YEAR OVER THE LIFE OF THE CONTRACT. Maintenance costs include but are not limited to expenses incurred in billing and collecting Purchase Payments; keeping records; processing death claims and cash surrenders; policy changes and proxy statements; calculating Accumulation Unit and Annuity Unit values; and issuing reports to Owners and regulatory agencies. The Company does not expect to realize a profit from this charge.

On each Contract Anniversary, the Contract Maintenance Charge will be deducted from the Investment Alternatives in the same proportion that the Owner's interest in each bears to the total Cash Value. After the Payout Start Date, a pro rata share of the annual Contract Maintenance Charge will be deducted from each Income Payment. For example, 1/12 of the $30 or $2.50 will be deducted if there are twelve Income Payments during the Contract Year. The Contract Maintenance Charge will be deducted from the amount paid on a total surrender.

Prior to October 3, 1993, Vantage Computer Systems, Inc. was under contract with the Company to provide Contract recordkeeping services. As of October 4, 1993, the Company provides all Contract recordkeeping services.

ADMINISTRATIVE EXPENSE CHARGE

The Company will deduct an Administrative Expense Charge which is equal, on an annual basis to .10% of the daily net assets in the Variable Account. This charge is designed to cover actual administrative expenses which exceed the revenues from the Contract Maintenance Charge. The Company does not intend to profit from this charge. The Company reserves the right to increase this charge in the future. The Company believes that the Administrative Expense Charge and Contract Maintenance Charge have been set at a level that will recover no more than the actual costs associated with administering the Contract. There is no necessary relationship between the amount of administrative charge imposed on a given Contract and the amount of expenses that may be attributable to that Contract.

MORTALITY AND EXPENSE RISK CHARGE

A Mortality and Expense Risk Charge will be deducted daily at a rate equal on an annual basis of 1.25% of the daily net assets in the Variable Account. The Company estimates that .85% is attributed to the assumption of mortality risks and .40% is
attrib-

uted to the assumption of expense risks. THE COMPANY GUARANTEES THAT THE AMOUNT OF THIS CHARGE WILL NOT INCREASE OVER THE LIFE OF THE CONTRACT.

If the Mortality and Expense Risk Charge is insufficient to cover the Company's mortality costs and excess expenses, the Company will bear the loss. If the Charge is more than sufficient, the Company will retain the balance as profit. The Company currently expects a profit from this charge. Any such profit, as well as any other profit realized by the Company and held in its general account, (which supports insurance and annuity obligations), would be available for any proper corporate purpose, including, but not limited to, payment of distribution expenses.

For Contracts with the Enhanced Death Benefit provision, the Mortality and Expense Risk Charge will be deducted daily, at a rate equal on an annual basis, to 1.38% of the daily net assets in the Variable Account. The assessment of the additional .13% for the Enhanced Death Benefit is attributed to the assumption of additional mortality risks. (See pages 18-20 for a full description of Death Benefit options.)

The mortality risk arises from the Company's guarantee to cover all death benefits and to make Income Payments in accordance with the Income Payment Tables, thus, relieving the Annuitants of the risk of outliving funds accumulated for retirement.

The expense risk arises from the possibility that the Contract Maintenance and Early Withdrawal Charges, both of which are guaranteed not to increase, will be insufficient to cover actual administrative expenses.

TAXES

The Company will deduct state premium taxes or other taxes relative to the Contract (collectively referred to as "premium taxes") either at the Payout Start Date, or when a total withdrawal occurs. The Company reserves the right to deduct premium taxes from the Purchase Payments. Currently, no deductions are made because New York does not charge premium taxes on annuities.

At the Payout Start Date, the charge for premium taxes will be deducted from each Investment Alternative in the proportion that the Owner's interest in the Investment Alternative bears to the total Cash Value.

DEAN WITTER VARIABLE INVESTMENT SERIES ("FUND") EXPENSES

A complete description of the expenses and deductions from the Portfolios is found in the Fund's prospectus which is attached to this prospectus.

BENEFITS UNDER THE CONTRACT

DEATH BENEFITS PRIOR TO THE PAYOUT START DATE

If any Owner or the last surviving Annuitant dies prior to the Payout Start Date, and a Death Benefit is elected, it will be paid to the new Owner or Beneficiary. If requested to be paid in a lump sum within 60 days from the Date of Death, the 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 we receive 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. For example, the 6th, 12th and 18th Contract Anniversaries are the first three Death Benefit Anniversaries.

If the Enhanced Death Benefit option is selected, it applies only at the death of the Owner. It

does not apply to the death of the Annuitant if different from the Owner. For Contracts with the optional Enhanced Death Benefit provision, the Death Benefit will be the greater of (a) through (c) above, or (d) the Enhanced Death Benefit. The Enhanced Death Benefit on the date of issue is equal to the initial purchase payment. On each Contract Anniversary, but not beyond the Contract Anniversary preceding all owner(s)' 75th birthday(s), the Enhanced Death Benefit will be recalculated as follows:

The Enhanced Death Benefit as of the prior Contract Anniversary multiplied by 1.05 which results in an increase of 5% annually.

Further, for all ages, the Enhanced Death Benefit will be adjusted on each Contract Anniversary, or upon receipt of a death claim, as follows:

The Enhanced Death Benefit will be reduced by the percentage of any Cash Value withdrawn since the prior Contract Anniversary.

Any additional purchase payments since the prior Contract Anniversary will be added.

The Enhanced Death Benefit will never be greater than the maximum death benefit allowed by any non-forfeiture laws which govern the Contract.

The Enhanced Death Benefit provision is subject to state approval and may not be available as of the date of this prospectus. Please consult your Dean Witter Account Executive for current information.

The Company will not settle any death claim until it receives Due Proof of Death. If an Owner dies prior to the Payout Start Date the new Owner will be the surviving Owner, if any, otherwise the new Owner will be the Beneficiary. Generally, this new Owner has the following options:

1. The new Owner may elect, within 60 days of the date of death, to receive the Death Benefit in a lump sum;

2. The new Owner may elect, within 60 days of the date of death, to receive the Settlement Value (the Settlement Value is the Cash Value less any applicable Early Withdrawal Charges and premium tax on the date payment is requested) payable within five years of the date of death.

3. The new Owner may elect to apply the Settlement Value to one of the income plans. Payments must begin within one year of the date of death and must be over the life of the new Owner, or a period not to exceed the life expectancy of the new Owner.

4. If the new Owner is the spouse of the deceased Owner, the new Owner may elect one of the above options or may continue the Contract.

If the new Owner who is not the spouse of the deceased Owner does not make one of these elections, the Settlement Value will be paid in a lump sum to the new Owner five years after the date of death.

If the new Owner is a non-natural person, then the new Owner must receive the Death Benefit in a lump sum, and the options listed above are not available.

If any Annuitant dies who is not also an Owner, the Owner must elect an applicable option listed below. If the option selected is 1(a) or 1(b)(ii) below, the new Annuitant will be the youngest Owner, unless the Owner names a different Annuitant.

1. If the Owner is a natural person:

a. The Owner may choose to continue the Contract as if the death had not occurred; or

b. If the Company receives due proof of death within 180 days of the date of the Annuitant's death, then the Owner may alternatively choose to:

i. Receive the Death Benefit in a lump sum; or

ii. Apply the Death Benefit to an income plan which must begin within

one year of the date of death and must be for a period equal to or less than the life expectancy of the Owner.

2. If the Owner is a non-natural person: The Owner must receive the Death Benefit in a lump sum.

If the last Surviving Annuitant, not also an Owner, dies prior to the Payout Start Date then the Death Benefit will be paid to the Owner in a lump sum, and the options listed above are not available.

The value of the Death Benefit will be determined at the end of the Valuation Period during which the Company receives a complete request for payment of the Death Benefit, which includes Due Proof of Death.

DEATH BENEFITS AFTER THE PAYOUT START DATE

If the Annuitant and Joint Annuitant, if applicable, die after the Payout Start Date, the Company will pay the Death Benefit, if any, contained in the particular income plan.

If an Owner, who is not the Annuitant, dies after the Payout Start Date, payments will continue to be made under the particular income plan. The Beneficiary will be the recipient of such payments.

INCOME PAYMENTS

PAYOUT START DATE

The Payout Start Date is the day that Income Payments will start under the Contract. The Owner may change the Payout Start Date at any time by notifying the Company in writing of the change at least 30 days before the current Payout Start Date. The Payout Start Date must be (a) at least a month after the Issue Date; (b) the first day of a calendar month; and (c) no later than the first day of the calendar month after the Annuitant reaches age 85, or the 10th anniversary date, if later.

Unless the Owner notifies the Company in writing otherwise, the Payout Start Date will be: for Non-Qualified Contracts, the later of the first day of the calendar month after the Annuitant reaches age 85 or the 10th anniversary date; for Qualified Contracts, April first of the calendar year following the year in which the Annuitant reaches age 70 1/2.

AMOUNT OF VARIABLE ANNUITY INCOME PAYMENTS

The amount of Variable Annuity Income Payments depends upon the investment experience of the Portfolios selected by the Owner, any premium taxes, the age and sex of the Annuitant(s), and the income plan chosen. The Company guarantees that the Income Payments will not be affected by (1) actual mortality experience and (2) the amount of the Company's administration expenses.

The Contracts offered by this Prospectus contain life annuity tables that provide for different benefit payments to men and women of the same age. Nevertheless, in accordance with the U.S. Supreme Court's decision in ARIZONA GOVERNING COMMITTEE V. NORRIS, in certain employment-related situations, annuity tables that do not vary on the basis of sex may be used. Accordingly, if the Contract is to be used in connection with an employment-related retirement or benefit plan, consideration should be given, in consultation with legal counsel, to the impact of NORRIS on any such plan before making any contributions under these Contracts. For qualified plans, where it is appropriate, a unisex endorsement is available.

The sum of Income Payments made may be more or less than the total Purchase Payments made because (a) Variable Annuity Income Payments vary with the investment results of the underlying Portfolios; (b) the Owner bears the investment risk with respect to all amounts allocated to the Variable Account; (c) Annuitants may die before the actuarially expected Date of Death, and (d) Early Withdrawal Charges may be applicable. As such, the total amount of Income Payments cannot be predicted.

The duration of the income plan may affect the dollar amounts of each Income Payment. For example, if an income plan guaranteed for life is chosen, the Income Payments may be greater or less than Income Payments under an income plan for a specified period depending on the life expectancy of the Annuitant.

If the actual net investment experience is less than the assumed investment rate, then the dollar amount of the Income Payments will decrease. The dollar amount of the Income Payments will stay level if the net investment experience equals the assumed investment rate and the dollar amount of the Income Payments will increase if the net investment experience exceeds the assumed investment rate. For purposes of the Variable Annuity Income Payments, the assumed investment rate is found in the Contract.

If no payments have been received for three full years and if the Cash Value to be applied to an income plan is less than $2,000, or if the monthly payments determined under the Income Plan are less than $20, the Company may pay the Cash Value in a lump sum or change the payment frequency to an interval which results in Income Payments of at least $20.

INCOME PLANS

The Owner may elect a completely Fixed Annuity, a completely Variable Annuity or a combination Fixed and Variable Annuity. Up to 30 days before the Payout Start Date, the Owner may change the income plan or request any other form of income plan agreeable to both the Company and the Owner. Subsequent changes will not be permitted. If an income plan is chosen which depends on the Annuitant or Joint Annuitant's life, proof of age will be required before Income Payments begin. Premium taxes may be assessed. The income plans include:

INCOME PLAN 1--LIFE WITH PAYMENTS GUARANTEED FOR 120 MONTHS

Monthly payments will be made for as long as the Annuitant lives. If the Annuitant dies before 120 monthly payments have been made, the remainder of the 120 guaranteed monthly payments will be paid to the Owner, or if deceased, to the surviving Beneficiary.

INCOME PLAN 2--JOINT AND LAST SURVIVOR

Monthly payments beginning on the Payout Start Date will be made for as long as either the Annuitant or Joint Annuitant is living. It is possible under this option that only one monthly payment will be made if the Annuitant and Joint Annuitant both die before the second payment is made, or only two monthly payments will be made if they both die before the third payment, and so forth.

INCOME PLAN 3--PAYMENTS FOR A SPECIFIED PERIOD

Monthly payments beginning on the Payout Start Date will be made for a specified period. An Early Withdrawal Charge may apply if the specified period is less than 120 months. Payments under this option do not depend on the continuation of the Annuitant's life. If the Owner dies before the end of the specified period, the remaining payments will be paid to the surviving Beneficiary. The Mortality and Expense Risk Charge is deducted from the Variable Account even though the Company does not bear any mortality risk. If Income Plan 3 is chosen and the proceeds are derived from the Variable Account, the Owner or Beneficiary may surrender the Contract at any time by notifying the Company in writing.

In the event that an income plan is not selected, the Company will make Income Payments in accordance with Income Plan 1. At the Company's discretion, other income plans may be available upon request. The Company uses sex-distinct annuity tables. However, the Company reserves the right to use Income Payment tables which do not distinguish on the basis of sex.

THE FIXED ACCOUNT

CONTRIBUTIONS UNDER THE FIXED PORTION OF THE ANNUITY CONTRACT AND TRANSFERS TO THE FIXED PORTION BECOME PART OF THE GENERAL ACCOUNT OF THE COMPANY, WHICH SUPPORTS INSURANCE AND ANNUITY OBLIGATIONS. BECAUSE OF EXEMPTIVE AND EXCLUSIONARY PROVISIONS, INTERESTS IN THE GENERAL ACCOUNT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 ("1933 ACT"), NOR IS THE GENERAL ACCOUNT REGISTERED AS AN INVESTMENT COMPANY UNDER THE INVESTMENT COMPANY ACT OF 1940 ("1940 ACT"). ACCORDINGLY, NEITHER THE GENERAL ACCOUNT NOR ANY INTERESTS THEREIN ARE GENERALLY SUBJECT TO THE PROVISIONS OF THE 1933 OR 1940 ACTS AND THE COMPANY HAS BEEN ADVISED THAT THE STAFF OF THE SECURITIES AND EXCHANGE COMMISSION HAS NOT REVIEWED THE DISCLOSURES IN THIS PROSPECTUS WHICH RELATE TO THE FIXED PORTION. DISCLOSURES REGARDING THE FIXED PORTION OF THE ANNUITY CONTRACT AND THE GENERAL ACCOUNT, HOWEVER, MAY BE SUBJECT TO CERTAIN GENERALLY APPLICABLE PROVISIONS OF THE FEDERAL SECURITIES LAWS RELATING TO THE ACCURACY AND COMPLETENESS OF STATEMENTS MADE IN PROSPECTUSES.

GENERAL DESCRIPTION

Contributions made to the Fixed Account are invested in the general account of the Company. The general account is made up of all of the general assets of the Company, other than those in the Variable Account and any other segregated asset account. Instead of the Owner bearing the investment risk as is the case for amounts in the Variable Account, the Company bears the full investment risk for all amounts contributed to the general account. The Company has sole discretion to invest the assets of the general account, subject to applicable law. The Company guarantees that the amounts allocated to the Fixed Account will be credited interest at a net effective interest rate of at least the minimum guaranteed rate found in the Contract. (This interest rate is net of separate account asset based charges of 1.35% or 1.48% if the Enhanced Death Benefit has been selected). Currently the amount of interest credited in excess of the guaranteed rate will vary periodically in the sole discretion of the Company. Any interest held in the general account does not entitle an Owner to share in the investment experience of the general account.

Money deposited in the Fixed Account earns interest at the current rate in effect at the time of allocation or transfer for the Guarantee Period. After the Guarantee Period, a renewal rate will be declared. Subsequent renewal dates will be on anniversaries of the first renewal date. On or about each renewal date, the Company will notify the Owner of the interest rate(s) for the Contract Year then starting. This interest rate will be guaranteed by the Company for a full year and will not be less than the guaranteed rate found in the contract. The Company may declare more than one interest rate for different monies based upon the date of allocation or transfer to the Fixed Account and based upon the Guarantee Period.

The Company will offer a one year Guarantee Period. Additional Guarantee Periods are offered at the sole discretion of the Company. The Company currently offers a 6 year Guarantee Period.

ANY INTEREST CREDITED TO AMOUNTS ALLOCATED TO THE FIXED ACCOUNT IN EXCESS OF THE GUARANTEED RATE FOUND IN THE CONTRACT WILL BE DETERMINED IN THE SOLE DISCRETION OF THE COMPANY.

TRANSFERS, SURRENDERS, AND WITHDRAWALS

Amounts may be transferred from the Sub-Accounts of the Variable Account to the Fixed Account, and prior to the Payout Start Date amounts may also be transferred from the Fixed Account to Sub-Accounts of the Variable Account.

The maximum amount in any Contract Year which may be transferred from the Fixed Account to the Variable Account or between Guarantee Periods of the Fixed Account is limited to the greater of (1) 25% of the value in the Fixed Account as of the most recent Contract Anniversary; if 25% of the value as of the most recent Contract Anniversary is greater than zero but less than $1,000, then up to $1,000 may be

transferred; or (2) 25% of the sum of all Purchase Payments and transfers to the Fixed Account as of the most recent Contract Anniversary.

If the first renewal interest rate is less than the current rate that was in effect at the time money was allocated or transferred to the Fixed Account, the transfer restriction for that money and the accumulated interest thereon will be waived during the 60-day period following the first renewal date.

After the Payout Start Date no transfers may be made from the Fixed Account. Transfers from the Variable Account to the Fixed Account may not be made for six months after the Payout Start Date and may be made thereafter only once every six months.

Surrenders and withdrawals from the Fixed Account may be delayed for up to six months. After the Payout Start Date no surrenders or withdrawals may be made from the Fixed Account.

GENERAL MATTERS

OWNER

The Owner has the sole right to exercise all rights and privileges under the Contract, except as otherwise provided in the Contract.

Generally, an Owner who is not a natural person is required to include in income each year any increase in the Cash Value to the extent the increase is attributable to contributions made after February 28, 1986.

BENEFICIARY

Subject to the terms of any irrevocable Beneficiary, the Owner may change the Beneficiary while the Annuitant is living by notifying the Company in writing. Any change will be effective at the time it is signed by the Owner, whether or not the Annuitant is living when the change is received by the Company. The Company will not, however, be liable as to any payment or settlements made prior to receiving the written notice.

Unless otherwise provided in the Beneficiary designation, the rights of any Beneficiary predeceasing the Annuitant will revert to the Owner or the Owner's estate. Multiple Beneficiaries may be named. Unless otherwise provided in the Beneficiary designation, if more than one Beneficiary survives the Annuitant, the surviving Beneficiaries will share equally in any amounts due.

DELAY OF PAYMENTS

Payment of any amounts due from the Variable Account under the Contract will occur within seven days, unless:

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 Securities and Exchange Commission; or

3. The Securities and Exchange Commission permits delay for the protection of the Owners.

For payment or transfers from the Fixed Account, see page 22.

ASSIGNMENTS

The Owner may not assign an interest in a Contract as collateral or security for a loan. Otherwise, the Owner may assign benefits under the Contract prior to the Payout Start Date. No Beneficiary may assign benefits under the Contract until they are due. No assignment will bind the Company unless it is signed by the Owner and filed with the Company. The Company is not responsible for the validity of an assignment.

MODIFICATION

The Company may not modify the Contract without the consent of the Owner except to make the

Contract meet the requirements of the Investment Company Act of 1940, or to make the Contract comply with any changes in the Internal Revenue Code or required by the Code or by any other applicable law.

CUSTOMER INQUIRIES

The Owners or any persons interested in the Contract may make inquiries regarding the Contract by calling or writing their Dean Witter Account Executive.

FEDERAL TAX MATTERS

INTRODUCTION

THE FOLLOWING DISCUSSION IS GENERAL AND IS NOT INTENDED AS TAX ADVICE. THE COMPANY 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 the individual circumstances of each person. If you are concerned about any tax consequences with regard to your individual circumstances, you should consult a competent tax adviser.

TAXATION OF ANNUITIES IN GENERAL

TAX DEFERRAL

Generally, an annuity contract owner is not taxed on increases in the Contract Value until a distribution occurs. This rule applies only where (1) the Owner is a natural person, (2) the investments of the Variable Account are "adequately diversified" in accordance with Treasury Department ("Treasury") regulations and (3) the Company, instead of the annuity owner, is considered the owner of the Variable Account assets for federal income tax purposes.

NON-NATURAL OWNERS

As a general rule, annuity contracts owned by nonnatural persons are not treated as annuity contracts for federal income tax purposes and the income on such contracts is taxed as ordinary income received or accrued by the Owner during the taxable year. There are several exceptions to the general rule for Contracts owned by non-natural persons which are discussed in the Statement of Additional Information.

DIVERSIFICATION REQUIREMENTS

For a contract to be treated as an annuity for federal income tax purposes, the investments in the Variable Account must be "adequately diversified" in accordance with the standards provided in the Treasury regulations. If the investments in the Variable Account are not adequately diversified, then the Contract will not be treated as an annuity contract for federal income tax purposes and the Contract Owner will be taxed on the excess of the Contract Value over the investment in the Contract. Although the Company does not have control over the Fund or its investments, the Company expects the Fund to meet the diversification requirements.

INVESTOR CONTROL

In connection with the issuance of the regulations on the adequate diversification standards, Treasury announced that the regulations do not provide guidance concerning the extent to which Contract Owners may direct their investments among Sub-Accounts of a Variable Account. The Internal Revenue Service has previously stated in published rulings that a variable Contract Owner will be considered the Owner of separate account assets if the Owner 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, Treasury announced that guidance would be issued in the future regarding the extent that Owners could direct their investments among Sub-Accounts without being treated as Owners of the underlying assets of the Variable Account. It is possible that Treasury's position, when announced, may adversely affect the tax treatment of existing Contracts. The Company, therefore, reserves the right to modify the Contract as neces-

sary to attempt to prevent the Contract Owner from being considered the federal tax owner of the assets of the Variable Account.

TAXATION OF PARTIAL AND FULL WITHDRAWALS

In the case of a partial withdrawal under a Non-Qualified Contract, amounts received are taxable to the extent the Contract Value before the withdrawal exceeds the investment in the Contract. In the case of a partial withdrawal under a Qualified Contract, the portion of the payment that bears the same ratio to the total payment that the investment in the Contract bears to the Contract Value, can be excluded from income. In the case of a full withdrawal under a Non-Qualified Contract or a Qualified Contract, the amount received will be taxable only to the extent it exceeds the investment in the Contract. If an individual transfers an annuity contract without full and adequate consideration to a person other than the individual's spouse (or to a former spouse incident to a divorce), the Owner will be taxed on the difference between the Contract Value and the investment in the Contract at the time of transfer. Other than in the case of certain Qualified Contracts, any amount received as a loan under a

Contract, and any assignment or pledge (or agreement to assign or pledge) of the Contract Value is treated as a withdrawal of such amount or portion.

TAXATION OF ANNUITY PAYMENTS

Generally, the rule for income taxation of payments received from an annuity contract provides for the return of the Owner's investment in the Contract in equal tax-free amounts over the payment period. The balance of each payment received is taxable. In the case of variable annuity payments, the amount excluded from taxable income is determined by dividing the investment in the Contract by the total number of expected payments. In the case of fixed annuity payments, the amount excluded from income is determined by multiplying the payment by the ratio of the investment 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.

TAXATION OF ANNUITY DEATH BENEFITS

Amounts may be distributed from an annuity contract because of the death of an Owner or Annuitant. Generally, such amounts are includible in income as follows: (1) if distributed in a lump sum, the amounts are taxed in the same manner as a full withdrawal or (2) if distributed under an annuity option, the amounts are taxed in the same manner as an annuity payment.

PENALTY TAX ON PREMATURE DISTRIBUTIONS

There is a 10% penalty tax on the taxable amount of any premature distribution from a non-qualified annuity contract. The penalty tax generally applies to any distribution made prior to the Owner attaining age 59 1/2. However, there should be no penalty tax on distributions to Owners (1) made on or after the Owner attains age 59 1/2; (2) made as a result of the Owner's death or disability; (3) made in substantially equal periodic payments over life or life expectancy; or (4) made under an immediate annuity. Similar rules apply for distributions under certain Qualified Contracts. Please see the Statement of Additional Information for a discussion of other situations in which the penalty tax may not apply.

AGGREGATION OF ANNUITY CONTRACTS

All non-qualified annuity contracts issued by the Company (or its affiliates) to the same Owner during any calendar year will be aggregated and treated as one annuity Contract for purposes of determining the taxable amount of a distribution.

TAX QUALIFIED CONTRACTS

Annuity contracts may be used as investments with certain tax qualified plans such as: (1) Individual Retirement Annuities under Section 408(b) of the Code; (2) Simplified Employee Pension Plans under Section 408(k) of the Code; (3) Tax Sheltered Annuities under Section 403(b) of the Code; (4) Corporate and Self Employed Pension and Profit Sharing Plans; and (5) State and Local Government and Tax-Exempt Organization Deferred Compensation Plans. In the case of certain tax qualified plans, the terms of the plans may govern the right to benefits, regardless of the terms of the Contract.

RESTRICTIONS UNDER SECTION 403(B) PLANS

Section 403(b) of the Code provides for tax-deferred retirement savings plans for employees of certain non-profit and educational organizations. In accordance with the requirements of Section 403(b), any annuity 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 after the employee attains age 59 1/2, separates from service, dies, becomes disabled or on the account of hardship (earnings on salary reduction contributions may not be distributed on the account of hardship).

INCOME TAX WITHHOLDING

The Company is required to withhold federal income tax at a rate of 20% on all "eligible rollover distributions" unless an individual elects to make a "direct rollover" of such amounts to another qualified plan or Individual Retirement Account or Annuity ("IRA"). Eligible rollover distributions generally include all distributions from Qualified Contracts, excluding IRAs, with the exception of (1) required minimum distributions, or (2) a series of substantially equal periodic payments made over a period of at least 10 years, or the life (joint lives) of the participant (and beneficiary). For any distributions from non-qualified annuity contracts, or distributions from Qualified Contracts which are not considered eligible rollover distributions, the Company may be required to withhold federal and state income taxes unless the recipient elects not to have taxes withheld and properly notifies the Company of such election.

VOTING RIGHTS
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The Owner or anyone with a voting interest in the Sub-Account of the Variable Account may instruct the Company on how to vote at shareholder meetings of the Fund. The Company will solicit and cast each vote according to the procedures set up by the Fund and to the extent required by law. The Company reserves the right to vote the eligible shares in its own right, if subsequently permitted by the Investment Company Act of 1940, its regulations or interpretations thereof.

Before the Payout Start Date, the Owner holds the voting interest in the Sub-Account. (The number of votes for the Owner will be determined by dividing the Cash Value attributable to a Sub-Account by the net asset value per share of the applicable eligible Portfolio.)

After the Payout Start Date, the person receiving Income Payments has the voting interest. After the Payout Start Date, the votes decrease as Income Payments are made and as the reserves for the Contract decrease. That person'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 eligible Portfolio.

SALES COMMISSION
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From its profits the Company may pay a maximum sales commission of 6.0% of Purchase Payments and an annual sales administration expense allowance of up to 0.125% of the average net assets of the Fixed Account to Dean Witter Reynolds Inc., the principal underwriter of the Contracts.

STATEMENT OF ADDITIONAL INFORMATION

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ORDER FORM

/ / Please send me a copy of the most recent Statement of Additional Information for the Allstate Life of New York Variable Annuity Account II.

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(Date)		(Name)	
		(Street Address)	
	(City)	(State)	(Zip Code)

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Send to: Allstate Life Insurance Company of New York
Post Office Box 9095
Farmingville, New York 11738

Attention: VA Customer Service Unit

REGISTRATION NO. 33-35445

STATEMENT OF ADDITIONAL INFORMATION
ALLSTATE LIFE OF NEW YORK VARIABLE ANNUITY ACCOUNT II
OF
ALLSTATE LIFE INSURANCE COMPANY OF NEW YORK
P.O. BOX 2898
HUNTINGTON STATION, NEW YORK 11746

INDIVIDUAL VARIABLE ANNUITY CONTRACTS
DISTRIBUTED BY

DEAN WITTER REYNOLDS INC.
TWO WORLD TRADE CENTER
NEW YORK, NEW YORK 10048

This Statement of Additional Information supplements the information in the Prospectus for the individual Flexible Premium Deferred Variable Annuity Contract ("Contract") offered by Allstate Life Insurance Company of New York ("Company"), a subsidiary of Allstate Insurance Company. The Contract is primarily designed to aid individuals in long-term financial planning and it can be used for retirement planning regardless of whether the plan qualifies for special federal income tax treatment.

THIS STATEMENT OF ADDITIONAL INFORMATION IS NOT A PROSPECTUS AND SHOULD BE READ ONLY IN CONJUNCTION WITH THE PROSPECTUS FOR THE CONTRACT.

You may obtain a copy of the Prospectus from Dean Witter Reynolds Inc. ("Dean Witter"), the principal underwriter and distributor of the Contract, by calling or writing Dean Witter at the address listed above.

The Prospectus, dated October, 1995, has been filed with the United States Securities and Exchange Commission.

Dated October, 1995

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THE CONTRACT

PURCHASE OF CONTRACTS

The Contracts are offered to the public through brokers licensed under the federal securities laws and state insurance laws. The offering of the Contracts is continuous and the Company does not anticipate discontinuing the offering of the Contracts. However, the Company reserves the right to discontinue the offering of the Contracts.

VALUE OF VARIABLE ACCOUNT ACCUMULATION UNITS

The value of Variable Account Accumulation Units will vary in accordance with investment experience of the Portfolio in which the Sub-Account invests. The number of such Accumulation Units credited to a Contract will not, however, change as a result of any fluctuations in the Accumulation Unit value.

The Accumulation Units in each Sub-Account of the Variable Account are valued separately. The value of Accumulation Units in any Valuation Period will depend upon the investment performance of the shares purchased by each Sub-Account in a particular Portfolio.

The value of an Accumulation Unit in a Sub-Account for any Valuation Period equals the value of such unit as of the immediately preceding Valuation Period, multiplied by the "Net Investment Factor" for that Sub-Account for the current Valuation Period. The Net Investment Factor for each Sub-Account for any Valuation Period is determined by dividing (A) by (B) and subtracting (C), where:

(A) is the sum of:

  (1) the net asset value per share of the Portfolio(s) underlying the Sub-Account determined at the end of the current valuation period; plus,

  (2) the per share amount of any dividend or capital gain distributions made by the Portfolio(s) underlying the Sub-Account during the current Valuation Period.

(B) is the net asset value per share of the Portfolio(s) underlying the Sub-Account determined as of the end of the immediately preceding valuation period.

(C) is the annualized Mortality and Expense Risk and Administrative Expense Charges divided by 365 and then multiplied by the number of calendar days in the current valuation period.

PERFORMANCE DATA

From time to time the Variable Account may publish advertisements containing performance data relating to its Sub-Accounts. The performance data for the Sub-Accounts (other than for the Money Market Sub-Account) will always be accompanied by total return quotations.

A Sub-Account's "average annual total return" represents an annualization of the Sub-Account's total return over a particular period and is computed by finding the annual percentage rate which will result in the ending redeemable value of a hypothetical $1,000 Purchase Payment made at the beginning of a one, five or ten year period, or for a period from the date of commencement of the Sub-Account's operations, if shorter than any of the foregoing. The formula for computing the average annual total return involves a percentage obtained by dividing the ending redeemable value, including deductions for any Early Withdrawal Charges or Contract Maintenance Charges imposed on the Contracts by the Variable Account, by the initial hypothetical $1,000 Purchase Payment, taking the "n"th root of the quotient (where "n" is the number of years in the period) and subtracting 1 from the result.

The Early Withdrawal Charges assessed upon redemption are computed as follows: The Withdrawal Amount Without Early Withdrawal Charge is not assessed an Early Withdrawal Charge. Early Withdrawal Charges are charged on the amount of redemption equal to the Purchase Payment, reduced by the Withdrawal Amount Without Early Withdrawal Charge, if any. The remaining amount of the redemption, if any, is not assessed an Early Withdrawal Charge. The Early Withdrawal Charge Schedule specifies rates based on the Contract Year in which the Purchase Payment was made. One rate is specified for Purchase Payments made in the current Contract Year, another rate for Purchase Payments made in the prior Contract Year, another rate for Purchase Payments made in the second prior Contract Year, and so on until a rate for Purchase Payments made in the sixth prior Contract Year or prior to it is reached. For a one year total return calculation the second rate, (i.e., the rate for Purchase Payments made in the prior Contract Year), is assessed. The Contract Maintenance Charge ($30 per contract) used in the total return calculation is prorated using the following method: The total amount of annual Contract fees collected during the year is divided by the total average net assets of all the Sub-Accounts. The resulting percentage is then multiplied by the ending Cash Value.

The Money Market, High Yield, Equity, Quality Income Plus, Managed Assets, Utilities, Dividend Growth, Capital Growth and European Growth Sub-Accounts commenced operations on September 24, 1991. The average annual total return of the Money Market, High Yield, Equity, Quality Income Plus, Managed Assets, Utilities, Dividend Growth, Capital Growth and European Growth Sub-Accounts for the period from commencement of the Sub-Accounts' operations through December 31, 1994 was 1.30% for the Money Market Sub-Account, 12.10% for the High Yield Sub-Account, 6.50% for the Equity Sub-Account, 3.90% for the Quality Income Plus Sub-Account, 6.65% for the Managed Assets Sub-Account, 6.26% for the Utilities Sub-Account, 5.48% for the Dividend Growth Sub-Account, 0.45% for the Capital Growth Sub-Account, 13.94% for the European Growth Sub-Account, -7.01% for the Global Dividend Growth Sub-Account, and -14.98% for the Pacific Growth Sub-Account. The average annual

total return of the Money Market, High Yield, Equity, Quality Income Plus, Managed Assets, Utilities, Dividend Growth, Capital Growth and European Growth Sub-Accounts for the one year period ending December 31, 1994 is as follows: Money Market -1.85%, High Yield -8.06%, Equity -10.46%, Quality Income Plus -12.16%, Managed Assets -1.72%, Utilities -14.51%, Dividend Growth -8.84%, Capital Growth -6.87% and European Growth 2.64%.

In addition, the Variable Account may advertise the total return over different periods of time by means of aggregate, average, year-by-year or other types of total return figures. Such calculations would not reflect deductions for Early Withdrawal Charges or Contract Maintenance charges which may be imposed on the Contracts by the Variable Account which, if reflected, would reduce the performance quoted. The formula for computing such total return quotations involves a percent unit change calculation. This calculation is the Accumulation Unit value at the end of the defined period divided by the Accumulation Unit value at the beginning of such period minus 1. The periods included in such advertisements are "year-to-date" (prior calendar year end to the day of the advertisement); "year to most recent quarter" (prior calendar year end to the end of the most recent quarter); "the prior calendar year"; and inception (commencement of the Sub-Account's operation) to date (day of the advertisement).

As an example, on March 31, 1995, the advertisement would contain the following aggregate total return figures: "Year-to-Date": (December 31, 1994 to March 31, 1995) is 1.07% for the Money Market Sub-Account, 3.86% for the High Yield Sub-Account, 6.02% for the Equity Sub-Account, 5.74% for the Quality Income Plus Sub-Account, 1.30% for the Managed Assets Sub-Account, 5.01% for the Utilities Sub-Account, 9.53% for the Dividend Growth Sub-Account, 9.97% for the Capital Growth Sub-Account, 4.43% for the European Growth Sub-Account, 5.02% for the Global Dividend Growth Sub-Account and -3.76% for the Pacific Growth Sub-Account. "Year to Most Recent Quarter": (same as Year-to-Date); "Inception to Date": for the Money Market, High Yield, Quality Income Plus, Equity, Managed Assets, Utilities, Dividend Growth, Capital Growth, European Growth, Pacific Growth and Global Dividend Growth Sub-Accounts (September 24, 1991 to March 31, 1995) is 8.10%, 53.57%, 22.59%, 33.02%, 27.67%, 30.81%, 33.27%, 14.49%, 62.71%, - -11.26% and 4.10% respectively; "The Prior Calendar Year": (December 31, 1993 to December 31, 1994) is 2.43% for the Money Market Sub-Account, -3.79% for the High Yield Sub-Account, -7.89% for the Quality Income Plus Sub-Account, -6.19% for the Equity Sub-Account, 2.55% for the Managed Assets Sub-Account, -10.24% for the Utilities Sub-Account, -4.57% for the Dividend Growth Sub-Account, -2.60% for the Capital Growth Sub-Account and 6.91% for the European Growth Sub-Account.

The Variable Account may also advertise the performance of the Sub-Accounts relative to certain performance rankings and indexes compiled by independent organizations, such as: (a) Lipper Analytical Services, Inc.; (b) the Standard & Poor's 500 Composite Stock Price Index ("S & P 500"); and, (c) A.M. Best Company.

TRANSFERS

The Owner may transfer amounts from one investment alternative to another prior to the Payout Start Date. Transfers are subject to the following restrictions:

1. The minimum amount that may be transferred from an investment alternative is $100; if the total amount in an investment alternative is less than $100, the entire amount may be transferred.

2. The minimum transfer to any Guarantee Period of the Fixed Account is $500.

3. The maximum amount in any Contract Year which may be transferred from the Fixed Account to the Variable Account or between Guarantee Periods is limited to the greater of (1) 25% of the value in the Fixed Account as of the most recent Contract Anniversary; if 25% of the value as of the most recent Contract Anniversary is greater than zero but less than $1,000, then up to $1,000 may be transferred; or (2) 25% of the sum of all Purchase Payments and transfers to the Fixed Account as of the most recent Contract Anniversary.

4. If the first renewal interest rate is less than the current rate that was in effect at the time money was allocated or transferred to the Fixed Account, the 25% transfer restriction for that money will be waived during the 60 day period following the first renewal date.

TAX-FREE EXCHANGES (1035 EXCHANGES, ROLLOVERS AND TRANSFERS)

The Company accepts Purchase Payments which are the proceeds of a Contract in a transaction qualifying for a tax-free exchange under Section 1035 of the Internal Revenue Code. Except as required by federal law in calculating the basis of the Contract, the Company does not differentiate between Section 1035 Purchase Payments and non-Section 1035 Purchase Payments.

The Company also accepts "rollovers" from Contracts qualifying as tax-sheltered annuities (TSAs), individual retirement annuities or accounts, (IRAs), or any other Qualified Contract which is eligible to "rollover" into an IRA. The Company differentiates between Non-Qualified Contracts and TSAs and IRAs to the extent necessary to comply with federal tax laws. For example, the Company restricts the assignment, transfer or pledge of TSAs and IRAs so the Contracts will continue to qualify for special tax treatment. An Owner contemplating any such exchange, rollover or transfer of a Contract should contact a competent tax adviser with respect to the potential effects of such a transaction.

INCOME PAYMENTS

AMOUNT OF VARIABLE ANNUITY INCOME PAYMENTS

The amount of the first Income Payment is calculated by applying the Contract Value allocated to each Sub-Account less any applicable premium tax charge deducted at this time, to the income payment tables in the Contract. The first Variable Annuity Income Payment is divided by the Sub-Account's then current Annuity Unit Value to determine the number of Annuity Units upon which later Income Payments will be based. Variable Annuity Income Payments after the first will be equal to the sum of the number of Annuity Units determined in this manner for each Sub-Account times the then current Annuity Unit Value for each respective Sub-Account.

The value of an Annuity Unit in each Sub-Account of the Variable Account is set at $10. Annuity Units in each Sub-Account are valued separately and Annuity Unit Values will depend upon the investment experience of the particular Portfolios in which the Sub-Account invests. The value of the Annuity Unit for each Sub-Account at the end of any Valuation Period is calculated by: (a) multiplying the prior value by the Sub-Account's Net Investment Factor during the period; and then (b) dividing the product by the sum of 1.0 plus the assumed investment rate for the period. The assumed investment rate adjusts for the interest rate assumed in the annuity tables used to determine the dollar amount of the first Variable Annuity Income Payment, and is an effective annual rate of 4.0%.

Currently, the amount of the first Income Payment paid under an Annuity Option is determined using 4% interest and the 1971 Individual Annuity Mortality Table with the following age adjustment (The revised Contract is based on the 1983A Individual Annuity Mortality Table.) An annuitant's age at his or her last birthday on or prior to the Income Starting Date will be set back one year each six full years between January 1, 1971 and the Income Starting Date (except in the case of Contracts based on the 1983A Table). Due to judicial or legislative developments regarding the use of tables which do not differentiate on the basis of sex, in some cases different annuity tables may be used.

GENERAL MATTERS

RECORDKEEPING SERVICES

In 1993, the Company paid $29,213.58 to Vantage for its services. The basis for the fee was an annual fee of $16 per policy, plus out of pocket expenses and fees for enhancements. In 1992 the Company paid $16,550 to Vantage for its services. The basis for the fee was an annual fee of $11 per policy, plus out of pocket expenses and fees for enhancements.

As of October 4, 1993, the Company performs all Contract recordkeeping services.

ADDITIONS, DELETIONS OR SUBSTITUTIONS OF INVESTMENTS

The Company retains the right, subject to any applicable law, to make additions to, deletions the from or substitutions for the Portfolio shares held by any Sub-Account of the Variable Account. The Company reserves the right to eliminate the shares of any of the Portfolios and to substitute shares of another Portfolio of the Fund, or of another open-end, registered investment company, if the shares of the Portfolio are no longer available for investment, or if, in the Company's judgment, investment in any Portfolio would become inappropriate in view of the purposes of the Variable Account. Substitutions of shares attributable to an Owner's interest in a Sub-Account will not be made until the Owner has been notified of the change, and until the Securities and Exchange Commission has approved the change, to the extent such notification and approval is required by the Investment Company Act of 1940. Nothing contained in this Statement of Additional Information shall prevent the Variable Account from purchasing other securities for other series or classes of contracts, or from effecting a conversion between series or classes of contracts on the basis of requests made by Owners.

The Company may also establish additional Sub-Accounts of the Variable Account. Each additional Sub-Account would purchase shares in a new Portfolio of the Fund or in another mutual fund. New Sub-Accounts may be established when, in the sole discretion of the Company, marketing needs or investment conditions warrant. Any new Sub-Accounts will be made available to existing Owners on a basis to be determined by the Company. The Company may also eliminate one or more Sub-Accounts if, in its sole discretion, marketing, tax or investment conditions so warrant.

In the event of any such substitution or change, the Company may, by appropriate endorsement, make such changes in the Contract as may be necessary or appropriate to reflect such substitution or change. If deemed to be in the best interests of persons having voting rights under the policies, the Variable Account may be operated as a management company under the Investment Company Act of 1940 or it may be deregistered under such Act in the event such registration is no longer required.

REINVESTMENT

All dividends and capital gains distributions from the Portfolios are automatically reinvested in shares of the distributing Portfolio at their net asset value.

INCONTESTABILITY

The Contract will not be contested after it is issued.

SETTLEMENTS

The Contract must be returned to the Company prior to any settlement. Due proof of the Owner(s) or the Annuitant's (and any Joint Annuitant's) death must be received prior to settlement of a death claim.

SAFEKEEPING OF THE VARIABLE ACCOUNT'S ASSETS

The Company holds title to the assets of the Variable Account. The assets are kept physically segregated and held separate and apart from the Company's general corporate assets. Records are maintained of all purchases and redemptions of the Portfolio shares held by each of the Sub-Accounts.

The Dean Witter Variable Investment Series ("Fund") does not issue certificates and, therefore, the Company holds the Account's assets in open account in lieu of stock certificates. See the Fund's Prospectus for a more complete description of the Fund's custodian.

EXPERTS

The financial statements of the Variable Account and the financial statements and financial schedules of the Company appearing in this Statement of Additional Information (which is incorporated by reference in the prospectus of Allstate Life of New York Variable Annuity Account II of Allstate Life Insurance Company of New York) have been audited by Deloitte & Touche LLP, Two Prudential Plaza, 180 North Stetson Avenue, Chicago, Illinois 60601-6779, independent auditors, as stated in their reports appearing herein and are included in reliance upon the reports of such firm and upon their authority as experts in accounting and auditing.

LEGAL MATTERS

Legal advice regarding certain matters relating to the federal securities laws applicable to the issue and sale of the Contracts has been provided by Routier, Mackey & Johnson, P.C., of Washington, D.C.. All matters of New York law pertaining to the Contracts, including the validity of the Contracts and the Company's right to issue such Contracts under New York insurance law, have been passed upon by Michael J. Velotta, General Counsel of Allstate Life Insurance Company of New York.

FEDERAL TAX MATTERS

INTRODUCTION

THE FOLLOWING DISCUSSION IS GENERAL AND IS NOT INTENDED AS TAX ADVICE. THE COMPANY 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 the individual circumstances of each person. If you are concerned about any tax consequences with regard to your individual circumstances, you should consult a competent tax adviser.

TAXATION OF ALLSTATE LIFE INSURANCE COMPANY OF NEW YORK

The Company is taxed as a life insurance company under Part I of Subchapter L of the Internal Revenue Code. The following discussion assumes that the

Company is taxed as a life insurance company under Part I of Subchapter L. Since the Variable Account is not an entity separate from the Company, and its operations form a part of the Company, it will not be taxed separately as a "regulated Investment Company" under Subchapter M of the Code. Investment income and realized capital gains are automatically applied to increase reserves under the contract. Under existing federal income tax law, the Company believes that the Variable Account investment income and realized net capital gains will not be taxed to the extent that such income and gains are applied to increase the reserves under the contract.

Accordingly, the Company does not anticipate that it will incur any federal income tax liability attributable to the Variable Account, and therefore the Company does not intend to make provisions for any such taxes. However, if changes in the federal tax laws or interpretations thereof result in the Company being taxed on income or gains attributable to the Variable Account, then the Company may impose a charge against the Variable Account (with respect to some or all contracts) in order to set aside provisions to pay such taxes.

EXCEPTIONS TO THE NON-NATURAL OWNER RULE

There are several exceptions to the general rule that 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) 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.

PENALTY TAX ON PREMATURE DISTRIBUTIONS

There is a 10% penalty tax on the taxable amount of any payment received from a non-qualified annuity contract unless: (1) made after the owner reaches 59 1/2; (2) attributable to the owner's disability; (3) attributable to investment before August 14, 1982, including earnings on pre-August 14, 1982 investment; (4) made from certain qualified contracts; (5) made after the death of the owner; (6) made under an immediate annuity contract; (7) made from an annuity purchased and held by an employer upon the termination of a qualified retirement plan; (8) made under a qualified funding asset; (9) made as part of a series of substantially equal periodic payments (not less frequently than annually) for the life of or life expectancy of the owner or the joint lives of joint life expectancies of the owner and designated beneficiary. Similar rules apply in the case of qualified contracts.

IRS REQUIRED DISTRIBUTION AT DEATH RULES

In order to be considered an annuity contract for federal income tax purposes, an annuity contract must provide: (1) if any owner dies on or after the annuity 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 owner's death; (2) if any owner dies prior to the annuity start date, the entire interest in the contract will be distributed within five years after the date of the owner's death. These requirements are satisfied if any portion of the owner's interest which 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 one year of the owner's death. If the owner's designated beneficiary is the surviving spouse of the owner, the contract may be continued with the surviving spouse as the new owner. If the owner of the contract is a non-natural person, then the annuitant will be treated as the 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 owner.

QUALIFIED PLANS

This annuity contract may be used with several types of qualified plans. The tax rules applicable to participants in such qualified plans vary according to the type of plan and the terms and conditions of the plan itself. Adverse tax consequences may result from excess contributions, premature distributions, distributions that do not conform to specified commencement and minimum distribution rules, excess distributions and in other circumstances. Owners and participants under the plan and annuitants and beneficiaries under the contract may be subject to the terms and conditions of the plan regardless of the terms of the contract.

TYPES OF QUALIFIED PLANS

INDIVIDUAL RETIREMENT ANNUITIES

Section 408 of the Code permits eligible individuals to contribute to an individual retirement program known as an Individual Retirement Annuity. 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 plans may be "rolled over" on a tax-deferred basis into an Individual Retirement Annuity.

SIMPLIFIED EMPLOYEE PENSION PLANS

Section 408(k) of the Code allows employers to establish simplified employee pension plans for their employees using the employees' individual retirement annuities if certain criteria are met. Under these plans the employer may, within specified limits, make deductible contributions on behalf of the employees to their individual retirement annuities.

TAX SHELTERED ANNUITIES

Section 403(b) of the Code permits public school employees and employees of certain types of tax-exempt organizations (specified in Section 501(c)(3) of the Code) to have their employers purchase annuity contracts for them, and subject to certain limitations, to exclude the purchase payments from the employees' gross income. An annuity contract used for a Section 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 after the employee attains age 59 1/2, separates from service, dies, becomes disabled or in the case of hardship (earnings on salary reduction contributions may not be distributed for hardship).

CORPORATE AND SELF-EMPLOYED PENSION AND PROFIT SHARING PLANS

Sections 401(a) and 403(a) of the Code permit corporate employers to establish various types of tax favored retirement plans for employees. The Self-Employed Individuals Retirement Act of 1962, as amended, (commonly referred to as "H.R. 10" or "Keogh") permits self-employed individuals to establish tax favored retirement plans for themselves and their employees. Such retirement plans may permit the purchase of annuity contracts in order to provide benefits under the plans.

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. Generally, under the non-natural owner rules, such contracts are not treated as annuity contracts for federal income tax purposes.

VOTING RIGHTS

The number of votes which a person has the right to instruct will be calculated separately for each Sub-Account. That number will be determined by applying his/her percentage interest, if any, in a particular Sub-Account to the total number of votes attributable to the Sub-Account.

The number of votes of the Portfolio which an Owner has a right to instruct will be determined as of the date coincident with the date established by that Portfolio for determining shareholders eligible to vote at the meeting of the Fund. Voting instructions will be solicited by written communication prior to such meeting in accordance with procedures established by the Fund.

Fund shares as to which no timely instructions are received will be voted in proportion to the voting instructions which are received with respect to all Contracts participating in that Sub-Account. Voting instructions to abstain on any item to be voted upon will be applied on a pro rata basis to reduce the votes eligible to be cast.

Each person having a voting interest in a Sub-Account will receive proxy material, reports and other materials relating to the appropriate Portfolio.

SALES COMMISSIONS

The Company pays Dean Witter for its underwriting and general agent's services a sales commission of up to 6.0% of the Purchase Payments and sales administration expense allowance of up to 0.125% of the average net assets of the Fixed Account. These commissions are intended to cover Dean Witter's expenses in distributing and selling the Contracts.

Under the Underwriting Agreement and Managing General Agent's Agreement between Dean Witter and the Company, Dean Witter is responsible for paying costs and expenses associated with licensing its agents, paying agent's commissions, printing, mailing and distributing the Prospectus to prospective purchasers; and preparing, printing and distributing sales literature. In the event the commissions fail to adequately compensate Dean Witter for these expenses, Dean Witter will pay these expenses from its own funds.

[DELOITTE & TOUCHE LLP LETTERHEAD]

INDEPENDENT AUDITORS' REPORT

TO THE BOARD OF DIRECTORS AND SHAREHOLDER OF
ALLSTATE LIFE INSURANCE COMPANY OF NEW YORK:

We have audited the accompanying Statement of Net Assets of Allstate Life of New York Variable Annuity Account II (the "Account") as of December 31, 1994, and the related Statement of Operations for the year then ended and Changes in Net Assets for each of the two years in the period ended December 31, 1994 of the Money Market, High Yield, Equity, Quality Income Plus, Managed Assets, Dividend Growth, Utilities, European Growth, Capital Growth, Global Dividend Growth and Pacific Growth portfolios that comprise the Account. These financial statements are the responsibility of the Account's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. Our procedures included confirmation of securities owned at December 31, 1994. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, such financial statements present fairly, in all material respects, the financial position of the Account as of December 31, 1994, and the results of operations for the year then ended and the changes in net assets for each of the two years in the period ended December 31, 1994 of each of the portfolios comprising the Account, in conformity with generally accepted accounting principles.

/s/ Deloitte & Touche LLP

February 24, 1995

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DELOITTE TOUCHE
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ALLSTATE LIFE OF NEW YORK VARIABLE ANNUITY ACCOUNT II
STATEMENT OF NET ASSETS
DECEMBER 31, 1994

($ and shares in thousands)

<TABLE>
<CAPTION>

ASSETS

<S>	<C>
Investments in the Dean Witter Variable Investment Series	
Money Market Portfolio	
12,122 shares (cost $12,122)	$ 12,122
High Yield Portfolio	
748 shares (cost $5,150)	4,611
Equity Portfolio	
492 shares (cost $10,263)	9,481
Quality Income Plus Portfolio	
3,030 shares (cost $32,447)	28,628
Managed Assets Portfolio	
2,345 shares (cost $29,165)	29,203
Dividend Growth Portfolio	
2,915 shares (cost $35,116)	34,960
Utilities Portfolio	
1,678 shares (cost $21,866)	19,999
European Growth Portfolio	
577 shares (cost $7,788)	8,401
Capital Growth Portfolio	
225 shares (cost $2,609)	2,588
Global Dividend Growth Portfolio	
683 shares (cost $6,818)	6,704
Pacific Growth Portfolio	
425 shares (cost $4,106)	3,935
Total assets	160,632
LIABILITIES	
Payable to Allstate Life Insurance Company of New York --	
Accrued contract maintenance charges	68
NET ASSETS	
For variable annuity contracts	$ 160,564

</TABLE>

See notes to financial statements.

ALLSTATE LIFE OF NEW YORK VARIABLE ANNUITY ACCOUNT II
STATEMENT OF OPERATIONS
YEAR ENDED DECEMBER 31, 1994

<TABLE>
<CAPTION>

($ in thousands)	MONEY MARKET PORTFOLIO	HIGH YIELD PORTFOLIO	EQUITY PORTFOLIO	QUALITY INCOME PLUS PORTFOLIO	MANAGED ASSETS PORTFOLIO	DIVIDEND GROWTH PORTFOLIO
<S>	<C>	<C>	<C>	<C>	<C>	<C>
INVESTMENT INCOME:						
Dividend income	$ 371	$ 495	$ 748	$ 2,679	$ 1,508	$ 1,006
Less charges from						
Allstate Life of New York:						
Mortality and expense risk	(116)	(52)	(108)	(384)	(333)	(413)
Administrative expense	(10)	(4)	(9)	(31)	(27)	(33)
Net investment income (loss)	245	439	631	2,264	1,148	560
REALIZED AND UNREALIZED GAINS (LOSSES) ON INVESTMENTS:						
Realized gains (losses) from sales of investments:						
Proceeds from sales	6,132	477	911	5,344	3,132	1,903
Cost of investments sold	(6,132)	(501)	(972)	(5,863)	(3,077)	(1,855)

Net realized gains (losses)		(24)	(61)	(519)	55	48
Net change in unrealized appreciation/depreciation		(620)	(1,134)	(4,391)	(521)	(2,139)
Net gains (losses) on investments		(644)	(1,195)	(4,910)	(466)	(2,091)
NET INCREASE (DECREASE) IN NET ASSETS RESULTING FROM OPERATIONS	$ 245	$ (205)	$ (564)	$ (2,646)	$ 682	$ (1,531)

<CAPTION>

($ in thousands)	UTILITIES PORTFOLIO	EUROPEAN GROWTH PORTFOLIO	CAPITAL GROWTH PORTFOLIO	GLOBAL DIVIDEND GROWTH PORTFOLIO	PACIFIC GROWTH PORTFOLIO	TOTAL
<S>	<C>	<C>	<C>	<C>	<C>	<C>
INVESTMENT INCOME:						
Dividend income	$ 1,056	$ 286	$ 30	$ 74	$ 14	$ 8,267
Less charges from Allstate Life of New York:						
Mortality and expense risk	(278)	(89)	(32)	(43)	(29)	(1,877)
Administrative expense	(22)	(7)	(3)	(3)	(2)	(151)
Net investment income (loss)	756	190	(5)	28	(17)	6,239
REALIZED AND UNREALIZED GAINS (LOSSES) ON INVESTMENTS:						
Realized gains (losses) from sales of investments:						
Proceeds from sales	4,904	1,210	841	793	531	26,178
Cost of investments sold	(5,164)	(1,122)	(850)	(822)	(571)	(26,929)
Net realized gains (losses)	(260)	88	(9)	(29)	(40)	(751)
Net change in unrealized appreciation/depreciation	(3,049)	79	(55)	(114)	(171)	(12,115)
Net gains (losses) on investments	(3,309)	167	(64)	(143)	(211)	(12,866)
NET INCREASE (DECREASE) IN NET ASSETS RESULTING FROM OPERATIONS	$ (2,553)	$ 357	$ (69)	$ (115)	$ (228)	$ (6,627)

</TABLE>

See notes to financial statements.

ALLSTATE LIFE OF NEW YORK VARIABLE ANNUITY ACCOUNT II
STATEMENT OF CHANGES IN NET ASSETS
YEAR ENDED DECEMBER 31, 1994

<TABLE>
<CAPTION>

($ in thousands) except value per unit)	MONEY MARKET PORTFOLIO	HIGH YIELD PORTFOLIO	EQUITY PORTFOLIO	QUALITY INCOME PLUS PORTFOLIO	MANAGED ASSETS PORTFOLIO	DIVIDEND GROWTH PORTFOLIO
<S>	<C>	<C>	<C>	<C>	<C>	<C>
FROM OPERATIONS:						
Additions (deductions):						
Net investment income (loss)	$ 245	$ 439	$ 631	$ 2,264	$ 1,148	$ 560
Net realized gains (losses)		(24)	(61)	(519)	55	48
Net change in unrealized appreciation/depreciation		(620)	(1,134)	(4,391)	(521)	(2,139)

	245	(205)	(564)	(2,646)	682	(1,531)
FROM CAPITAL TRANSACTIONS:						
Additions (deductions):						
Deposits	9,340	1,278	3,095	5,420	6,483	8,631
Benefit payments	(24)	(124)	(195)	(110)	(322)	(340)
Payments on termination	(1,155)	(127)	(166)	(978)	(702)	(773)
Deduction for contract maintenance charges	(6)	(3)	(7)	(20)	(24)	(28)
Transfers among portfolios and with the Fixed Account, net	(612)	603	524	(4,530)	(312)	909
	7,543	1,627	3,251	(218)	5,123	8,399
Increase (decrease) in net assets	7,788	1,422	2,687	(2,864)	5,805	6,868
Net assets, beginning of period	4,329	3,187	6,790	31,480	23,386	28,077
Net assets, end of period	$ 12,117	$ 4,609	$ 9,477	$ 28,616	$ 29,191	$ 34,945
NET ASSET VALUE PER UNIT, END OF PERIOD	$ 11.18	$ 19.26	$ 18.39	$ 13.34	$ 15.68	$ 15.98

<CAPTION>

	UTILITIES PORTFOLIO	EUROPEAN GROWTH PORTFOLIO	CAPITAL GROWTH PORTFOLIO	GLOBAL DIVIDEND PORTFOLIO	PACIFIC GROWTH PORTFOLIO	TOTAL
<S>	<C>	<C>	<C>	<C>	<C>	<C>
FROM OPERATIONS:						
Additions (deductions):						
Net investment income (loss)	$ 756	$ 190	$ (5)	$ 28	$ (17)	$ 6,239
Net realized gains (losses)	(260)	88	(9)	(29)	(40)	(751)
Net change in unrealized appreciation/depreciation	(3,049)	79	(55)	(114)	(171)	(12,115)
	(2,553)	357	(69)	(115)	(228)	(6,627)
FROM CAPITAL TRANSACTIONS:						
Additions (deductions):						
Deposits	2,912	3,024	460	4,286	2,476	47,405
Benefit payments	(242)	(19)	(27)	(55)		(1,458)
Payments on termination	(717)	(86)	(68)	(100)	(56)	(4,928)
Deduction for contract maintenance charges	(17)	(6)	(2)	(4)	(3)	(120)
Transfers among portfolios and with the Fixed Account, net	(4,094)	968	(409)	2,689	1,744	(2,520)
	(2,158)	3,881	(46)	6,816	4,161	38,379
Increase (decrease) in net assets	(4,711)	4,238	(115)	6,701	3,933	31,752
Net assets, beginning of period	24,701	4,160	2,702			128,812
Net assets, end of period	$ 19,990	$ 8,398	$ 2,587	$ 6,701	$ 3,933	$ 160,564
NET ASSET VALUE PER UNIT, END OF PERIOD	$ 14.18	$ 15.28	$ 11.38	$ 9.91	$ 9.22	

</TABLE>

See notes to financial statements.

ALLSTATE LIFE OF NEW YORK VARIABLE ANNUITY ACCOUNT II
STATEMENT OF CHANGES IN NET ASSETS
YEAR ENDED DECEMBER 31, 1993

<TABLE>
<CAPTION>

($ in thousands except value per unit)	MONEY MARKET PORTFOLIO	HIGH YIELD PORTFOLIO	EQUITY PORTFOLIO	QUALITY INCOME PLUS PORTFOLIO	MANAGED ASSETS PORTFOLIO
<S>	<C>	<C>	<C>	<C>	<C>
FROM OPERATIONS:					
Additions (deductions):					
Net investment income (loss)	$ 58	$ 160	$ 123	$ 891	$ 745
Net realized gains (losses)		1	7	9	12
Net change in unrealized appreciation/depreciation		91	330	478	442
	58	252	460	1,378	1,199
FROM CAPITAL TRANSACTIONS:					
Additions (deductions):					
Deposits	5,740	2,350	4,759	22,834	13,094
Benefit payments	(228)	(19)	(8)	(3)	(28)
Payments on termination	(605)	(26)	(20)	(264)	(198)
Deduction for contract maintenance charges	(2)	(1)	(3)	(13)	(13)
Transfers among portfolios and with the Fixed Account, net	(4,961)	382	541	737	1,656
	(56)	2,686	5,269	23,291	14,511
Increase in net assets	2	2,938	5,729	24,669	15,710
Net assets, beginning of period	4,327	249	1,061	6,811	7,676
Net assets, end of period	$ 4,329	$ 3,187	$ 6,790	$ 31,480	$ 23,386
NET ASSET VALUE PER UNIT, END OF PERIOD	$ 10.91	$ 20.02	$ 19.60	$ 14.49	$ 15.29

<CAPTION>

($ in thousands except value per unit)	DIVIDEND GROWTH PORTFOLIO	UTILITIES PORTFOLIO	EUROPEAN GROWTH PORTFOLIO	CAPITAL GROWTH PORTFOLIO	TOTAL
<S>	<C>	<C>	<C>	<C>	<C>
FROM OPERATIONS:					
Additions (deductions):					
Net investment income (loss)	$ 260	$ 346	$ 4	$ (13)	$ 2,574
Net realized gains (losses)	24	24	5	(30)	52
Net change in unrealized appreciation/depreciation	1,676	743	549	(98)	4,211
	1,960	1,113	558	(141)	6,837
FROM CAPITAL TRANSACTIONS:					
Additions (deductions):					
Deposits	18,531	18,411	2,466	1,716	89,901
Benefit payments	(426)	(411)	(3)		(1,126)
Payments on termination	(390)	(350)	(6)	(129)	(1,988)
Deduction for contract maintenance charges	(14)	(11)	(2)	(2)	(61)
Transfers among portfolios and with the Fixed Account, net	815	356	589	(570)	(455)
	18,516	17,995	3,044	1,015	86,271
Increase in net assets	20,476	19,108	3,602	874	93,108

Net assets, beginning of period	7,601	5,593	558	1,828	35,704
Net assets, end of period	$ 28,077	$ 24,701	$ 4,160	$ 2,702	$ 128,812
NET ASSET VALUE PER UNIT, END OF PERIOD	$ 16.75	$ 15.80	$ 14.29	$ 11.68	

</TABLE>

See notes to financial statements.

ALLSTATE LIFE OF NEW YORK VARIABLE ANNUITY ACCOUNT II
NOTES TO FINANCIAL STATEMENTS
TWO YEARS ENDED DECEMBER 31, 1994

1. ORGANIZATION

Allstate Life of New York Variable Annuity Account II (the "Account"), a unit investment trust registered with the Securities and Exchange Commission under the Investment Company Act of 1940, is a separate account of Allstate Life Insurance Company of New York ("ALNY"), which is wholly owned by Allstate Life Insurance Company ("Allstate Life"), a wholly-owned subsidiary of Allstate Insurance Company ("Allstate"), which is wholly owned by the Allstate Corporation (the "Corporation"). In November 1994, Sears, Roebuck and Co. ("Sears") announced it intends to distribute in a tax-free dividend to its stockholders its 80.2% ownership interest of the Corporation (the "Distribution"). The Distribution is expected to occur in mid-1995, but is subject to market conditions, final approval by the Sears Board of Directors, required regulatory approvals and a favorable tax ruling or opinion on the tax-free nature of the Distribution.

ALNY writes certain annuity contracts, the proceeds of which are invested at the discretion of the contractholder. Contractholders primarily invest in units of the portfolios comprising the Account but may also invest in the general account of ALNY ("Fixed Account"). The Account, in turn, invests solely in shares of the portfolios of the Dean Witter Variable Investment Series ("Fund"). ALNY provides administrative and insurance services to the Account for a fee.

Dean Witter Reynolds, Inc. ("Dean Witter") is the sole distributor of ALNY's flexible premium deferred variable annuity contracts and certain single and flexible premium annuities and is the investment manager of the Fund. Dean Witter receives investment management fees from the Fund.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

VALUATION OF INVESTMENTS

Investments consist of shares in the portfolios of the Fund, and are stated at fair value based on quoted market prices.

RECOGNITION OF INVESTMENT INCOME

Investment income consists of dividends declared by the portfolios of the Fund, and is recognized on the date of record.

REALIZED GAINS AND LOSSES

Realized gains and losses on the sale of shares by the Account are computed on a weighted average cost ("cost") basis.

CONTRACTHOLDER ACCOUNT ACTIVITY

Account activity is reflected in individual contractholder accounts on a daily basis.

A fixed annual contract maintenance charge of $30 is deducted from each contract by ALNY for each year or portion of year a contract is in effect, as reimbursement for expenses related to the maintenance of each contract and the Account. The amount of this charge is guaranteed not to increase over the life of the contract.

ALLSTATE LIFE OF NEW YORK VARIABLE ANNUITY ACCOUNT II
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
TWO YEARS ENDED DECEMBER 31, 1994

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

FEDERAL INCOME TAXES

Investment income and realized gains and losses on investments of the Account are reported to contractholders who are responsible for the related income taxes based on their particular tax status. Accordingly, no provision for income taxes has been recorded.

3. MORTALITY AND EXPENSE CHARGES

ALNY assumes mortality and expense risks related to the operations of the Account and deducts charges daily at a rate equal, on an annual basis, to 1.25% of the daily net assets of the Account. ALNY guarantees that the amount of this charge will not increase over the life of the contract.

4. ADMINISTRATIVE EXPENSE CHARGE

ALNY deducts administrative expense charges daily at a rate equal, on an annual basis, to .10% of the daily net assets of the Account. This charge is designed to cover actual administrative expenses which exceed the contract maintenance charge.

ALLSTATE LIFE OF NEW YORK VARIABLE ANNUITY ACCOUNT II
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
TWO YEARS ENDED DECEMBER 31, 1994

5. UNITS ISSUED AND REDEEMED

Units issued and redeemed by the Account during 1994 were as follows:

<TABLE>
<CAPTION>

(units in thousands)	Money Market Portfolio	High Yield Portfolio	Equity Portfolio	Quality Income Plus Portfolio	Managed Assets Portfolio	Dividend Growth Portfolio	Utilities Portfolio
<S>	<C>	<C>	<C>	<C>	<C>	<C>	<C>
Units outstanding, December 31, 1993	397	159	346	2,173	1,530	1,677	1,564
Unit activity during 1994:							
Issued	1,084	96	198	392	520	611	203
Redeemed	(397)	(16)	(29)	(420)	(188)	(101)	(357)
Units outstanding, December 31, 1994	1,084	239	515	2,145	1,862	2,187	1,410

<CAPTION>

(units in thousands)	European Growth Portfolio	Capital Growth Portfolio	Global Dividend Growth Portfolio	Pacific Growth Portfolio
<S>	<C>	<C>	<C>	<C>
Units outstanding, December 31, 1993	291	231		
Unit activity during 1994:				
Issued	316	57	720	462
Redeemed	(57)	(61)	(44)	(35)
Units outstanding, December 31, 1994	550	227	676	427

</TABLE>

Units redeemed includes units deducted for accrued contract maintenance charges.

[DELOITTE & TOUCHE LLP LETTERHEAD]

INDEPENDENT AUDITORS' REPORT

TO THE BOARD OF DIRECTORS AND SHAREHOLDER OF
ALLSTATE LIFE INSURANCE COMPANY OF NEW YORK:

We have audited the accompanying Statements of Financial Position of Allstate Life Insurance Company of New York (an affiliate of Sears, Roebuck and Co.) as of December 31, 1994 and 1993, and the related Statements of Income, Shareholder Equity and Cash Flows for each of the three years in the period ended December 31, 1994. Our audits also included Schedule IV - Reinsurance and Schedule V - Valuation and Qualifying Accounts. These financial statements and financial statement schedules are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements and financial statement schedules based on our audits.

We conducted our audits in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, such financial statements present fairly, in all material respects, the financial position of Allstate Life Insurance Company of New York as of December 31, 1994 and 1993, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 1994 in conformity with generally accepted accounting principles. Also, in our opinion, Schedule IV - Reinsurance and Schedule V - Valuation and Qualifying Accounts, when considered in relation to the basic financial statements taken as a whole, present fairly, in all material respects, the information set forth therein.

As discussed in Note 3 to the financial statements, in 1993 the Company changed its method of accounting for investments in fixed income securities, and in 1992 the Company changed its method of accounting for postretirement benefits other than pensions and postemployment benefits.

/s/ Deloitte & Touche LLP

February 24, 1995

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DELOITTE TOUCHE
TOHMATSU
INTERNATIONAL
- ---------------

ALLSTATE LIFE INSURANCE COMPANY OF NEW YORK
STATEMENTS OF FINANCIAL POSITION

<TABLE>
<CAPTION>

	December 31 1994	December 31 1993
	($ in thousands)	
<S>	<C>	<C>
ASSETS		
Investments		
Fixed income securities		
Held to maturity, at amortized cost		
(fair value $583,000 and $664,663)	$ 601,359	$ 573,995
Available for sale, at fair value (amortized		
cost $468,518 and $420,440).	457,018	461,680

Mortgage Loans	86,435	86,664
Policy Loans	20,500	18,367
Short-term	7,212	49,243
Total Investments	1,172,524	1,189,949
Deferred policy acquisition costs	50,699	40,775
Accrued investment income	16,518	16,416
Reinsurance recoverable	10,365	9,770
Deferred income taxes	17,443	
Cash	1,763	2,457
Other assets	4,763	5,662
Separate Accounts	175,918	145,866
Total assets	$1,449,993	$1,410,895
LIABILITIES		
Reserve for life insurance policy benefits	$ 626,316	$ 555,651
Contractholder funds	483,812	507,117
Deferred income taxes		5,934
Other liabilities and accrued expenses	13,304	19,434
Net payable to affiliates	1,402	13,591
Separate Accounts	175,918	145,866
Total liabilities	$1,300,752	$1,247,593
SHAREHOLDER EQUITY		
Common stock, $25 par, 80,000 shares authorized, issued and outstanding	2,000	2,000
Additional capital paid-in	45,787	45,787
Unrealized net capital (losses) gains	(6,891)	25,391
Retained income	108,345	90,124
Total shareholder equity	149,241	163,302
Total liabilities and shareholder equity	$1,449,993	$1,410,895

</TABLE>

See notes to financial statements.

ALLSTATE LIFE INSURANCE COMPANY OF NEW YORK
STATEMENTS OF INCOME

<TABLE>
<CAPTION>

	Year Ended December 31,		
	1994	1993	1992
	($ in thousands)		
<S>	<C>	<C>	<C>
Revenues			
Premium income	$ 70,070	$ 110,051	$ 103,790
Contract charges	18,490	16,862	14,837
Investment income, less investment expense	96,911	95,956	83,582
Realized capital gains and losses	778	4,576	1,681
	186,249	227,445	203,890
Costs and expenses			
Provision for policy benefits	137,434	175,676	160,500
Policy acquisition costs (including amortization of $3,875, $10,319 and $6,182) and other operating expenses	20,205	31,894	24,111
Early retirement program	1,210		
	158,849	207,570	184,611
Income before income taxes	27,400	19,875	19,279
Income tax expense	9,179	6,712	6,431

Income before cumulative effect of change in accounting.	18,221	13,163	12,848
Cumulative effect of change in accounting for postretirement benefits other than pensions, net of tax benefit of $321			(623)
Net Income	$ 18,221	$ 13,163	$ 12,225

</TABLE>

See notes to financial statements.

ALLSTATE LIFE INSURANCE COMPANY OF NEW YORK
STATEMENTS OF SHAREHOLDER EQUITY

<TABLE>
<CAPTION>

<S>	Common stock <C>	Additional capital paid-in <C>	Unrealized net capital gains (losses) ($ in thousands) <C>	Retained income <C>	Total <C>
Balance, December 31, 1991	$ 2,000	$ 45,787	$ --	$ 64,736	$ 112,523
Net income				12,225	12,225
Balance, December 31, 1992	2,000	45,787	--	76,961	124,748
Net income				13,163	13,163
Change in unrealized net capital gains and losses			25,391		25,391
Balance, December 31, 1993	2,000	45,787	25,391	90,124	163,302
Net income				18,221	18,221
Change in unrealized net capital gains and losses			(32,282)		(32,282)
Balance, December 31, 1994	$ 2,000	$ 45,787	$ (6,891)	$ 108,345	$ 149,241

</TABLE>

See notes to financial statements.

ALLSTATE LIFE INSURANCE COMPANY OF NEW YORK
STATEMENTS OF CASH FLOW

<TABLE>
<CAPTION>

	Year Ended December 31,		
	1994	1993	1992
	($ in thousands)		
<S>	<C>	<C>	<C>
CASH FLOWS FROM OPERATING ACTIVITIES:			
Net income	$ 18,221	$ 13,163	$ 12,225
Adjustments to reconcile net income to net cash provided by operating activities:			
Realized capital gains and losses.	(778)	(4,576)	(1,681)
Depreciation, amortization and other noncash items	(18,969)	(14,618)	(4,196)
Increase in reserve for policy benefits and contractholder funds	87,975	133,418	72,820
Increase in deferred policy acquisition costs.	(6,850)	(2,396)	(3,401)
Increase in accrued investment income. . .	(102)	(114)	(2,783)
Change in deferred income taxes.	(5,993)	7,564	(6,942)
Changes in other operating assets and liabilities.	(18,082)	(3,609)	3,740

Net cash from operating activities	55,422	128,832	69,782
CASH FROM INVESTING ACTIVITIES:			
Proceeds from sales			
Fixed income securities available for sale	49,903		
Fixed income securities		46,496	87,776
Investment collections			
Fixed income securities available for sale	54,796		
Fixed income securities held to maturity	17,186		
Fixed income securities		153,518	76,428
Mortgage loans	9,744	2,382	640
Investment purchases			
Fixed income securities available for sale	(137,684)		
Fixed income securities held to maturity	(38,709)		
Fixed income securities		(282,979)	(370,652)
Mortgage loans	(10,132)	(15,642)	
Net change in short-term investments	41,528	4,254	31,841
Net change in policy loans	(2,133)	84	(2,284)
Net cash from investing activities	(15,501)	(91,887)	(176,251)
CASH FLOWS FROM FINANCING ACTIVITIES:			
Payments received under investment contracts	27,786	57,121	107,680
Interest credited to investment contracts	21,261	20,986	38,551
Payments on maturity of investment contracts and other charges	(89,662)	(115,375)	(42,936)
Net cash from financing activities	(40,615)	(37,268)	103,295
Net decrease in cash	(694)	(323)	(3,174)
Cash at beginning of year	2,457	2,780	5,954
Cash at end of year	$ 1,763	$ 2,457	$ 2,780

</TABLE>

See notes to financial statements.

ALLSTATE LIFE INSURANCE COMPANY OF NEW YORK

NOTES TO FINANCIAL STATEMENTS

THREE YEARS ENDED DECEMBER 31, 1994
($ IN THOUSANDS)

1. BASIS OF PRESENTATION

Allstate Life Insurance Company of New York (the "Company") is wholly owned by a wholly-owned subsidiary ("Parent") of Allstate Insurance Company ("Allstate"), a wholly-owned subsidiary of The Allstate Corporation (the "Corporation"). In November 1994, Sears, Roebuck and Co. ("Sears") announced it intends to distribute in a tax-free dividend to its stockholders its 80.2% ownership interest of the Corporation (the "Distribution"). The Distribution is expected to occur in mid-1995, but is subject to market conditions, final approval by the Sears Board of Directors, required regulatory approvals and a favorable tax ruling or opinion on the tax-free nature of the Distribution.

Certain reclassifications have been made to the prior year financial statements to conform to the presentation for the current year.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

INVESTMENTS

Fixed income securities include bonds and mortgage-backed securities. Fixed income securities which the Company has both the ability and positive intent to hold to maturity ("held to maturity") are carried at amortized cost. Fixed income securities which may be sold prior to their contractual maturity ("available for sale") are carried at fair value. The difference between amortized cost and fair value, net of certain deferred acquisition costs and deferred income taxes, is reflected as a separate component of shareholder equity. Provisions are made to write down the carrying value of fixed income securities for declines in value that are other than temporary. Such writedowns are included in realized capital gains and losses.

Mortgage loans are carried at the outstanding principal balance, net of unamortized premium or discount and valuation reserves. Valuation reserves are based on the estimated uncollectible amounts, considering the cash flows and estimated fair value of the underlying collateral, borrower financial strength and other factors. For loans that are in the process of foreclosure or in-substance foreclosed, provisions are made for the excess of the loan balance over the estimated value of the collateral, establishing a new cost basis.

Short-term investments are carried at cost which approximates fair value. Policy loans are carried at the unpaid principal balances.

Investment income consists primarily of interest, which is recognized on an accrual basis. Interest income on mortgage-backed securities is determined on the effective yield method based on the anticipated repayment of principal. Accrual of income is suspended for fixed income securities and mortgage loans that are in default or when the receipt of interest payments is in doubt. Realized capital gains and losses are determined on a specific identification basis.

DERIVATIVES

Gains and losses on open futures and forward contracts designated as hedges for anticipatory purchases or sales represent carrying value, and are deferred as other liabilities and accrued expenses. Once the anticipated transactions have been completed, the deferred gains or losses are considered part of the cost basis of the hedged asset and recognized in investment income over the lives of the hedged assets or included in the recognition of gain or loss from disposition of the assets. Gains and losses on early terminations of contracts that modify the characteristics of a designated asset are included in the cost basis of the asset and are amortized as a yield adjustment over its remaining term.

Commitments to extend mortgage loans have only off-balance-sheet risk. There is no impact on the financial statements until the agreements are executed.

INCOME TAXES

The income tax provision is calculated under the liability method. Deferred tax assets and liabilities are recorded based on the difference between the financial statement and tax bases of assets and liabilities and the enacted tax rates. The principal assets and liabilities giving rise to such differences are insurance reserves and deferred policy acquisition costs. Deferred income taxes also arise from unrealized capital gains or losses on fixed income securities carried at fair value.

LIFE INSURANCE ACCOUNTING

The Company writes traditional life, accident and disability insurance. The Company also writes long-duration insurance contracts with terms that are not fixed and guaranteed and single premium life insurance contracts, which are considered universal life-type contracts. The Company also sells long-duration contracts that do not involve significant risk of policyholder mortality or morbidity (principally single and flexible premium annuities, structured settlement annuities and supplemental contracts when sold without life contingencies) which are considered investment contracts. Limited payment contracts (policies with premiums paid over a period shorter than the contract period), primarily consist of structured settlement annuities and supplemental contracts when sold with life contingencies.

TRADITIONAL LIFE, ACCIDENT AND DISABILITY INSURANCE

Premiums for traditional life insurance are recognized as revenue when due. Accident and disability insurance premiums are earned on a pro rata basis over the policy period. Gross premium in excess of the net premium on limited payment contracts are deferred and recognized over the contract period.

The reserve for life insurance policy benefits, which relates to traditional life, structured settlement annuities with life contingencies, accident and disability insurance, is computed on the basis of assumptions as to future investment yields, mortality, morbidity,

terminations and expenses. These assumptions, which for traditional life are applied using the net level premium method, include provisions for adverse deviation and generally vary by such characteristics as plan, year of issue and policy duration. Reserve interest rates ranged from 4.0% to 9.5% during 1994. Policy benefit reserves for accident insurance include claim reserves and unearned premium.

UNIVERSAL LIFE-TYPE CONTRACTS

Revenues on universal life-type contracts include contract charges and fees and are recognized when assessed against the policyholder account balance. Non-level front-end contract charges are deferred and recognized as revenue over the contract term.

Reserves for universal life-type contracts are established using the retrospective deposit method. Under this method, liabilities are equal to the account balance that accrues to the benefit of the policyholder.

INVESTMENT CONTRACTS

Revenues on investment contracts include contract charges and fees for contract administration and surrenders. These revenues are recognized when assessed against the contract balance. Payments received under investment contracts are recorded as interest-bearing liabilities.

CONTRACTHOLDER FUNDS

Contractholder funds are reserves for universal life-type and investment contracts. Reserves for these contracts are equal to the account balance that accrues to the benefit of the contractholder. Credited interest rates on contractholder funds ranged from 3.0% to 6.8% for those contracts with fixed interest rates and from 3.6% to 8.5% for those with flexible rates during 1994. Interest credited on contractholder funds are included in the provision for policy benefits.

DEFERRED POLICY ACQUISITION COSTS

Certain costs of acquiring insurance business, principally agents' and brokers' compensation, certain underwriting costs and direct mail solicitation expenses, are deferred and amortized to income. For traditional life, limited payment contracts and accident and disability policies, these costs are amortized in proportion to estimated revenues on such business. For universal life-type and investment contracts, the costs are amortized in relation to the present value of estimated gross profits on such business. Changes in the amount or timing of estimated gross profits result in adjustments to the amortization of these costs. To the extent that unrealized gains or losses on available for sale securities would result in an adjustment of deferred policy acquisition costs had those gains or losses actually been realized, the related unamortized deferred policy acquisition costs are recorded as a reduction of the unrealized gain or loss included in shareholder equity.

SEPARATE ACCOUNTS

The Company issues flexible premium deferred variable annuity contracts, the assets and liabilities of which are legally segregated and reflected in the accompanying statements of financial position as assets and liabilities of the Separate Accounts. Assets and liabilities of the Separate Accounts represent funds of Allstate Life of New York Variable Annuity Account and Allstate Life of New York Variable Annuity Account II ("Separate Accounts"), unit investment trusts registered with the Securities and Exchange Commission. The assets and liabilities of the Separate Accounts are carried at fair value. Investment income and gains and losses of the Separate Accounts accrue directly to the contractholders and are, therefore, not included in the accompanying statements of income. Revenues to the Company from the Separate Accounts consist of contract maintenance charges, administrative fees, and mortality and expense risk charges.

PENDING ACCOUNTING STANDARDS

In May 1993, the Financial Accounting Standards Board ("FASB") issued Statement of Accounting Standards ("SFAS") No. 114, "Accounting by Creditors for Impairment of a Loan" which requires that impaired loans be measured based on the present value of expected future cash flows discounted at the loan's effective interest rate. In October 1994, the FASB issued SFAS No. 118, "Accounting by Creditors for Impairment of a Loan--Income Recognition and Disclosure" which amends SFAS No. 114 to allow a creditor to use existing methods for recognizing interest income on an impaired loan. These statements will be adopted in 1995. The impact on net income and financial position of adopting these statements will not be material.

3. ACCOUNTING CHANGES

Effective December 31, 1993, the Company adopted SFAS No. 115, "Accounting for Certain Investments in Debt and Equity Securities." SFAS No. 115 requires that investments classified as available for sale be carried at fair value. Previously, fixed income securities classified as available for sale were carried at the lower of amortized cost or fair value, determined in the aggregate. Unrealized holding gains and losses are reflected as a separate component of shareholder equity, net of deferred income taxes and certain deferred policy acquisition costs. The net effect of adoption of this statement increased shareholder equity at December 31, 1993 by $25,391 and did not have a material impact on net income.

Effective January 1, 1992, the Company adopted SFAS No. 106, "Employers' Accounting for Postretirement Benefits Other than Pensions," and SFAS No. 112, "Employers' Accounting for Postemployment Benefits," for all postretirement benefit plans by immediately recognizing the transition amounts. The Company previously expensed the cost of these benefits, which consist of health care and life insurance, as claims were paid. The cumulative effect as of January 1, 1992 of adopting these statements was $944. This amount was partially offset by income tax benefits of $321, resulting in a one-time charge against 1992 earnings of $623. Application of these statements during 1992 reduced net income before cumulative effect of change in accounting by $50.

4. RELATED PARTY TRANSACTIONS

The Company has a number of arrangements for services and products with affiliates and other parties. The principal arrangements are described below.

BUSINESS OPERATIONS AND REINSURANCE

The Company utilizes services and business facilities owned, or leased, and operated by Allstate in conducting its business activities. The Company reimburses Allstate for the operating expenses incurred by Allstate. The cost to the Company is determined by various allocation methods and is primarily related to the level of the services provided.

The Company cedes certain business to the Parent. Premiums and policy benefits ceded under such reinsurance agreements totaled $1,181 and $1,877 in 1994, $4,109 and $1,288 in 1993, and $3,445 and $1,427 in 1992. Included in the reinsurance recoverable at December 31, 1994 and 1993 are amounts due from the Parent of $1,120 and $1,188, respectively.

INSURANCE

Allstate purchased $7,568, $24,778 and $36,988 of structured settlement annuities from the Company in 1994, 1993 and 1992, respectively. Included in premium income are $1,221, $7,170 and $4,282, for 1994, 1993 and 1992, respectively, for the amounts related to structured settlement annuities with life contingencies.

($ IN THOUSANDS)

DEAN WITTER

Dean Witter Reynolds, Inc. ("Dean Witter") is the primary distributor of the Company's single and flexible premium annuities. Dean Witter is also the distributor of flexible premium deferred variable annuity contracts and the investment manager for the Dean Witter Variable Investment Series, the fund in which the assets of the Separate Accounts are invested.

5. INCOME TAXES

The Corporation and its domestic subsidiaries (the "Allstate Group") join with Sears and its domestic business units (the "Sears Group") in the filing of a consolidated federal income tax return (the "Sears Tax Group") and are parties to a federal income tax allocation agreement (the "Tax Sharing Agreement"). As a member of the Sears Tax Group, the Company is jointly and severally liable for the consolidated income tax liability of the Sears Tax Group.

Under the Tax Sharing Agreement, the Company will pay to or receive from the Allstate Group the amount, if any, by which the Allstate Group's federal income tax liability is affected by virtue of inclusion of the Company in the consolidated federal income tax return. Effectively, this results in the Company's annual income tax provision being computed as if the Company filed a separate return, except that items such as net operating losses, capital losses, investment tax credits or similar items which might not be immediately recognizable

in a separate return, are allocated according to the Tax Sharing Agreement and reflected in the Company's provision to the extent that such items reduce the Sears Tax Group's federal tax liability.

Payments under the Tax Sharing Agreement generally are to be paid on each date on which a quarterly payment of estimated federal income tax is due, with any final settlement made after the consolidated return is filed. When a refund is received from the Internal Revenue Service as the result of any carryback, payment will be made to the members of the Sears Tax Group within 15 days after receipt of the refund.

In anticipation of the Distribution (see Note 1), the Allstate Group and Sears Group have entered into an agreement which governs their respective rights and obligations with respect to federal income taxes for all periods prior to the Distribution ("Consolidated Tax Years"). The agreement provides that all Consolidated Tax Years will continue to be governed by the Tax Sharing Agreement with respect to the Allstate Group's federal income tax liability and taxes payable to or recoverable from the Sears Group.

After the Distribution, the Allstate Group will no longer be included in the Sears Tax Group. The Company does not expect the impact of separation from the Sears Tax Group to be significant.

The components of the deferred income tax assets and liabilities at December 31, 1994 and 1993 are as follows:
<TABLE>
<CAPTION>

	1994	1993
<S>	<C>	<C>

Deferred assets		
Reserve for policy benefits	$ 21,447	$ 18,395
Basis of investments	1,708	
Loss on disposal of discontinued operations	317	381
Reserve for postretirement benefits	446	326
Unrealized loss on fixed income securities available for sale	3,711	
Other assets	2,463	481
Total deferred assets	30,092	19,583
Deferred liabilities		
Unrealized gains on fixed income securities available for sale	--	(13,673)
Policy acquisition costs	(12,116)	(9,437)
Basis of investments		(2,000)
Prepaid commission expense	(520)	(370)
Other liabilities	(13)	(37)
Total deferred liabilities	(12,649)	(25,517)
Net deferred asset (liability)	$ 17,443	$ (5,934)

</TABLE>

The Company has not established a valuation reserve as it is more likely than not that the Company will produce sufficient taxable income in the future to realize the deferred tax asset.

The components of income tax expense are as follows:

<TABLE>
<CAPTION>

	Year Ended December 31,		
	1994	1993	1992
<S>	<C>	<C>	<C>
Current	$ 15,172	$ 12,821	$ 13,052
Deferred	(5,993)	(6,109)	(6,621)
Total income tax expense	$ 9,179	$ 6,712	$ 6,431

</TABLE>

The Company paid income taxes of $27,682, $13,079 and $10,708 in 1994, 1993 and 1992, respectively to the Parent under the Tax Sharing Agreement. The Company had an income tax payable to the Parent of $141 and $12,650 at December 31, 1994 and 1993, respectively.

6. INVESTMENTS

FAIR VALUES

The amortized cost, estimated fair value and gross unrealized gains and losses for fixed income securities, which are designated as held to maturity and carried at amortized cost, are as follows:

<TABLE>
<CAPTION>

		Gross Unrealized		
DECEMBER 31, 1994	Amortized Cost	Gains	Losses	Fair Value
<S>	<C>	<C>	<C>	<C>
U.S. Government and agencies	$ 267,521	$ 5,203	$ 24,723	$ 248,001
Other corporate bonds	328,194	8,462	7,377	329,279
Mortgage-backed securities	5,644	92	16	5,720
Totals	$ 601,359	$ 13,757	$ 32,116	583,000

($ IN THOUSANDS)

<CAPTION>

DECEMBER 31, 1993	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
U.S. Government and agencies	$ 228,256	$ 38,157	$ 2,561	$ 263,852
Other corporate bonds.	336,822	54,662	195	391,289
Mortgage-backed securities	8,917	605		9,522
Totals	$ 573,995	$ 93,424	$ 2,756	$ 664,663

</TABLE>

The amortized cost, fair value and gross unrealized gains and losses for fixed income securities, which are designated as available for sale and carried at fair value, are as follows:

<TABLE>
<CAPTION>

DECEMBER 31, 1994	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
U.S. Government and agencies	$ 28,621	$ 299	$ 825	$ 28,095
State and Municipal.	33,939	303	1,024	33,218
Other corporate bonds.	221,740	3,871	6,748	218,863
Mortgage-backed securities	184,218	1,188	8,564	176,842
Totals	$ 468,518	$ 5,661	$ 17,161	$ 457,018

<CAPTION>

DECEMBER 31, 1993	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
U.S. Government and agencies	$ 24,083	$ 5,334	$ 3	$ 29,414
State and Municipal.	18,189	1,519		19,708
Other corporate bonds.	179,570	22,443	41	201,972
Mortgage-backed securities	198,598	12,226	238	210,586
Totals	$ 420,440	$ 41,522	$ 282	$ 461,680

</TABLE>

SCHEDULED MATURITIES

The scheduled maturities for fixed income securities at December 31, 1994 are as follows:

<TABLE>
<CAPTION>

	Amortized Cost Held to Maturity	Amortized Cost Available for Sale	Fair Value Held to Maturity	Fair Value Available for Sale
Due in one year or less.	$ 624	$ 3,034	$ 638	$ 3,067
Due after one year through five years	29,653	71,791	29,999	71,149
Due after five years through ten years.	53,957	74,156	54,689	72,689
Due after ten years.	511,481	135,319	491,954	133,271

($ IN THOUSANDS)

	595,715	284,300	577,280	280,176
Mortgage-backed securities. . .	5,644	184,218	5,720	176,842
Totals.	$ 601,359	$ 468,518	$ 583,000	$ 457,018

</TABLE>

Actual maturities may differ from those scheduled as a result of prepayments by the issuers.

UNREALIZED NET CAPITAL GAINS AND LOSSES

Unrealized net capital gains and losses on fixed income securities available for sale included in shareholder equity at December 31, 1994 are as follows:

<TABLE>
<CAPTION>

<S>	Amortized Cost <C>	Fair Value <C>	Unrealized Net Gains/(Losses) <C>
Fixed income securities available for sale . . .	$ 468,518	$ 457,018	$ (11,500)
Deferred income taxes.			3,711
Deferred policy acquisition costs.			898
Total.			$ (6,891)

</TABLE>

The change in unrealized net capital gains and losses for fixed income securities is as follows:

<TABLE>
<CAPTION>

	Year Ended December 31,	
<S>	1994 <C>	1993 <C>
Fixed income securities available for sale	$ (52,740)	$ 41,240
Deferred policy acquisition costs.	3,076	(2,178)
Deferred income taxes.	17,382	(13,671)
Change in unrealized net capital gains and losses. . . .	$ (32,282)	$ 25,391

</TABLE>

INVESTMENT INCOME

Investment income by type of investment is as follows:

<TABLE>
<CAPTION>

	Year Ended December 31,		
<S>	1994 <C>	1993 <C>	1992 <C>
Fixed income securities.	$ 88,149	$ 87,524	$ 72,710
Mortgage loans	8,092	7,435	7,302
Policy loans	1,153	1,017	874
Short-term	1,093	1,385	3,864
Investment income, before expense.	98,487	97,361	84,750

($ IN THOUSANDS)

Investment expense	1,576	1,405	1,168
Investment income, less investment expense . .	$ 96,911	$ 95,956	$ 83,582

</TABLE>

REALIZED CAPITAL GAINS AND LOSSES

Realized capital gains and losses on investments are as follows:

<TABLE>
<CAPTION>

	Year Ended December 31,		
	1994	1993	1992
<S>	<C>	<C>	<C>
Fixed income securities.	$ 1,568	$ 5,645	$ 3,558
Other investments.	(790)	(1,069)	(1,877)
Realized gains	778	4,576	1,681
Income taxes	272	1,602	572
Realized gains, net of tax	$ 506	$ 2,974	$ 1,109

</TABLE>

Gross gains of $1,743, $1,780 and $1,429 and gross losses of $973, $30 and $1,289 were realized on sales of fixed income securities, excluding calls, during 1994, 1993 and 1992, respectively.

INVESTMENT LOSS PROVISIONS AND VALUATION RESERVES

The pretax income effect of provisions for investment losses, principally provisions for other than temporary declines in value of fixed income securities and valuation reserves on mortgage loans and real estate, was $627, $1,200 and $2,759 in 1994, 1993 and 1992, respectively.

Valuation reserves on mortgage loans were $1,179 and $2,297 at December 31, 1994 and 1993, respectively.

INVESTMENT CONCENTRATION AND OTHER INVESTMENT INFORMATION

The company maintains a diversified portfolio of municipal bonds. The largest concentrations in the portfolio are presented below. Holdings in no other state exceed 5.0% of the carrying value of the state and municipal bond portfolio at December 31, 1994.

<TABLE>
<CAPTION>

	1994	1993
<S>	<C>	<C>
Ohio	26.9%	36.8%
California	23.0	
Illinois	22.0	39.6
Maryland	9.0	
New York	6.1	11.0
Maine.	5.9	

</TABLE>

The Company's mortgage loans are collaterialized primarily by a variety of commercial real estate property types, located throughout the United States. Substantially all of the commercial mortgage loans are non-recourse to the borrower. The three states with the largest portion of the commercial mortgage loan portfolio are as listed below. Holdings in no other state exceed 5.0% of the portfolio at December 31, 1994.

(% of commercial mortgage portfolio carrying value)

($ IN THOUSANDS)

	1994	1993
California	58.5%	51.6%
Illinois	16.3	18.4
New York	10.9	11.3

The types of properties collaterializing the mortgage loans are as follows:

(% of commercial mortgage portfolio carrying value)

	1994	1993
Warehouse	36.8%	43.6%
Retail	31.4	20.7
Office	19.3	22.9
Industrial	7.1	8.3
Apartment	4.4	4.5
Other	1.0	
	100.0%	100.0%

At December 31, 1994, fixed income securities with a carrying value of $1,604 were on deposit with regulatory authorities as required by law.

7. BENEFIT PLANS

PENSION PLANS

Pension plans sponsored by Allstate are in effect covering all domestic full-time employees and certain part-time employees. Benefits under the pension plans are based upon the employee's length of service, average annual compensation and estimated social security retirement benefits. Allstate's funding policy for the pension plans is to make annual contributions in accordance with accepted actuarial cost methods. The costs included in income were $344, $340 and $366 for the pension plans in 1994, 1993 and 1992, respectively.

PROFIT SHARING FUND

Employees of the Company are also eligible to become members of The Savings and Profit Sharing Fund of Sears Employees. The costs to the Company were $123, $176 and $57 in 1994, 1993 and 1992, respectively. As described in Note 1, in November 1994, Sears announced its decision to distribute in 1995, its 80.2% ownership of the Corporation as a tax-free dividend to Sears common shareholders. In contemplation of the Distribution, The Savings and Profit Sharing Fund of Sears Employees will be split into two plans to provide a separate plan for the employees of the Corporation.

POSTRETIREMENT BENEFITS OTHER THAN PENSIONS

Allstate provides certain health care and life insurance benefits for retired employees. Generally, qualified employees may become eligible for these benefits if they retire in accordance with Allstate's established retirement policy and are continuously insured under Allstate's group plans or other approved plans for 10 or more years prior to retirement. Allstate shares the cost of the retiree medical benefits with retirees based on years of service, with the Company's share being subject to a 5% limit on annual medical cost inflation after retirement. Allstate's postretirement benefit plans currently are not funded. Allstate has the right to modify or terminate these plans.

($ IN THOUSANDS)

EARLY RETIREMENT PROGRAM

During the fourth quarter of 1994, the Corporation offered a voluntary early retirement incentive package to approximately 700 employees. The package offered one year of salary continuation and related benefits during the salary continuation period, and an enhanced retirement benefit. Approximately 600 eligible employees have accepted the offer. The Company's portion of the total cost of the program was charged to 1994 income.

8. STATUTORY FINANCIAL INFORMATION

The accompanying financial statements have been prepared on the basis of generally accepted accounting principles which vary from statutory accounting principles prescribed or permitted by regulatory authorities. The following tables reconcile net income and shareholder equity as reported herein in conformity with generally accepted accounting principles with statutory net income and statutory capital and surplus, determined in accordance with principles prescribed or permitted by insurance regulatory authorities:

<TABLE>
<CAPTION>

	Net income Year Ended December 31,		
	1994	1993	1992
<S>	<C>	<C>	<C>
Balance per generally accepted accounting principles	$ 18,221	$ 13,163	$ 12,225
Deferred policy acquisition costs	(6,849)	(2,397)	(4,041)
Deferred income taxes	(8,337)	(6,074)	(6,983)
Non-admitted assets and statutory reserves	6,900	20,157	17,722
Other postretirement and postemployment benefits	105	(54)	979
Other	901	1,236	1,138
Balance per statutory accounting principles	$ 10,941	$ 26,031	$ 21,040

</TABLE>

<TABLE>
<CAPTION>

	Shareholder Equity at December 31,	
	1994	1993
<S>	<C>	<C>
Balance per generally accepted accounting principles	$ 149,241	$ 163,302
Deferred policy acquisition costs	(50,699)	(40,775)
Deferred income taxes	(17,443)	5,934
Fixed income securities	11,500	(41,240)
Non-admitted assets and statutory reserves	31,074	19,947
Other postretirement and postemployment benefits	1,036	931
Other	106	1,519
Balance per statutory accounting principles	$ 124,815	$ 109,618

</TABLE>

The ability of the Company to pay dividends is dependent, in part, on business conditions, income, cash requirements of the Company and other relevant factors and is subject to New York Insurance Regulations. Under New York Insurance Law, a notice of intention to distribute any dividend must be filed with the New York Superintendent of Insurance not less than 30 days prior to the distribution. Such distribution is subject to the Superintendent's disapproval.

($ IN THOUSANDS)

9. FINANCIAL INSTRUMENTS

In the normal course of business, the Company invests in various financial assets, incurs various financial liabilities and enters into agreements involving off-balance-sheet

financial instruments. The fair value estimates of financial instruments presented below are not necessarily indicative of the amounts the Company might pay or receive in actual market transactions. Potential taxes and other transaction costs have not been considered in estimating fair value. As a number of the Company's significant assets, including deferred policy acquisition costs and deferred income taxes, and liabilities, including traditional and universal life-type life insurance reserves, are not considered financial instruments, the disclosures below do not reflect the fair value of the Company as a whole.

FINANCIAL ASSETS

<TABLE>
<CAPTION>

At December 31, 1994	Carrying Value	Fair Value
<S>	<C>	<C>
Fixed income securities.	$ 1,058,377	$ 1,040,018
Mortgage loans	86,435	80,785
Short-term investments	7,212	7,212
Policy loans	20,500	20,500
Accrued investment income.	16,518	16,518
Cash	1,763	1,763
Other.	4,763	4,763
Separate Accounts.	175,918	175,918

</TABLE>

<TABLE>
<CAPTION>

At December 31, 1993	Carrying Value	Fair Value
<S>	<C>	<C>
Fixed income securities.	$ 1,035,675	$ 1,126,343
Mortgage loans	86,664	85,622
Short-term investments	49,243	49,243
Policy loans	18,367	18,367
Accrued investment income.	16,416	16,416
Cash	2,457	2,457
Other.	5,662	5,662
Separate Accounts.	145,866	145,866

</TABLE>

Fair values for fixed income securities are based on quoted market prices where available. Non-quoted securities are valued based on discounted cash flows using current interest rates for similar securities. Mortgage loans are valued based on discounted contractual cash flows. Discount rates are selected using current rates at which loans would be made to borrowers with similar characteristics, using similar properties as collateral. Loans that exceed 100% loan-to-value are valued at the estimated fair value of the underlying collateral. Short-term investments are highly liquid investments with maturities of less than one year whose carrying value approximates fair value. The fair value of policy loans is estimated at book value since the loan may be repaid at any time, and the interest rate earned is higher than the current risk-free rate. Accrued investment income and other financial assets are valued at their carrying value as they are short-term in nature. Assets of the Separate Accounts are carried in the statements of financial position at fair value.

($ IN THOUSANDS)

FINANCIAL LIABILITIES

The Company had the following financial liabilities:

At December 31, 1994	Carrying Value	Fair Value
Contractholder funds related to investment contracts	$ 368,780	$ 362,221
Other	7,725	7,725
Separate Accounts	175,918	175,918

At December 31, 1993	Carrying Value	Fair Value
Contractholder funds related to investment contracts	$ 409,982	$ 436,539
Other	6,330	6,330
Separate Accounts	145,866	145,866

The fair value of contractholder funds related to investment contracts is based on the terms of the underlying contracts. Reserves on investment contracts with no stated maturities (single premium and flexible premium deferred annuities) are valued at the account balance less surrender charge. The fair value of immediate annuities and annuities without life contingencies with fixed terms are estimated using discounted cash flow calculations based on interest rates currently offered for contracts with similar terms and duration. Other financial liabilities are generally valued at their carrying value due to their short-term nature. Separate Accounts liabilities are carried at the fair value of the underlying assets.

DERIVATIVE FINANCIAL INSTRUMENTS

The Company uses derivative financial instruments to reduce its exposure to market and interest rate risk, as well as to improve asset/liability management. The Company does not hold or issue these instruments for trading purposes. The Company does not require collateral or other security to support financial futures contracts. The Company had the following financial instruments with off-balance-sheet risk:

At December 31, 1994	Contract or Notional Amount	Fair Value	Carrying Value
Financial futures contracts	$ 20,700	$ (65)	$ (65)
Mortgage loan commitments	3,075	31	N/A

<TABLE>
<CAPTION>

At December 31, 1993	Contract or Notional Amount	Fair Value	Carrying Value
<S>	<C>	<C>	<C>
Financial futures contracts	$ 8,300	$ (8)	$ (8)
Mortgage loan commitments	3,100	31	N/A

</TABLE>

Financial futures contracts are commitments to either purchase or sell designated financial instruments at a future date for a specified price or yield. They may be settled in cash or through delivery. As part of its asset/liability management, the Company generally utilizes futures contracts to hedge its market or interest rate risk related to anticipatory investment purchases and sales. Hedges of anticipatory transactions pertain to identified transactions which are probable to occur and are generally completed within ninety days. Futures contracts require deposit on margin at the time the contracts are entered. Cash settlements are made on a daily basis for market movements in the contract positions.

Commitments to extend new mortgage loans are agreements to lend to a borrower as long as there is no violation of any condition established in the contract. Risk arises from the possible movement in interest rates. Commitments generally have fixed expiration dates or other termination clauses. The Company evaluates each borrower's creditworthiness on a case-by-case basis. Mortgage loans are collateralized by the underlying real estate. Commitments to extend new mortgage loans are valued based on estimates of fees charged by other institutions to make similar commitments to similar borrowers.

ALLSTATE LIFE INSURANCE COMPANY OF NEW YORK

SCHEDULE IV--REINSURANCE
($ IN THOUSANDS)

YEAR ENDED DECEMBER 31, 1994

<TABLE>
<CAPTION>

	Gross amount	Ceded	Net amount
<S>	<C>	<C>	<C>
Life insurance in force.	$7,598,374	$ 321,623	$7,276,751
Premiums and contract charges:			
Life and annuities	87,562	1,193	86,369
Accident and health	3,276	1,005	2,271
	$ 90,838	$ 2,198	$ 88,640

</TABLE>

YEAR ENDED DECEMBER 31, 1993

<TABLE>
<CAPTION>

	Gross amount	Ceded	Net amount
<S>	<C>	<C>	<C>
Life insurance in force.	$6,853,083	$1,746,724	$5,106,359
Premiums and contract charges:			
Life and annuities	128,816	4,122	124,694
Accident and health	3,026	807	2,219

	$ 131,842	$ 4,929	$ 126,913

</TABLE>

YEAR ENDED DECEMBER 31, 1992

<TABLE>
<CAPTION>

<S>	Gross amount <C>	Ceded <C>	Net amount <C>
Life insurance in force.	$6,310,554	$1,481,600	$4,828,954
Premiums and contract charges:			
Life and annuities	119,827	3,460	116,367
Accident and health	3,431	1,171	2,260
	$ 123,258	$ 4,631	$ 118,627

</TABLE>

ALLSTATE LIFE INSURANCE COMPANY OF NEW YORK

SCHEDULE V--VALUATION AND QUALIFYING ACCOUNTS
($ IN THOUSANDS)

<TABLE>
<CAPTION>

Description <S>	Balance at Beginning of Period <C>	Charged to Costs and Expenses <C>	Deductions <C>	Balance at end of Period <C>
Year Ended December 31, 1994				
Allowance for estimated losses on mortgage loans	$ 2,297	$ 667	$ 1,785	$ 1,179
Year Ended December 31, 1993				
Allowance for estimated losses on mortgage loans	$ 2,531	$ 1,225	$ 1,459	$ 2,297
Year Ended December 31, 1992				
Allowance for estimated losses on mortgage loans and real estate.	$ 200	$ 2,576	$ 245	$ 2,531

</TABLE>

Registration No. 33-35445

PART C

OTHER INFORMATION

24A. FINANCIAL STATEMENTS

PART B: Allstate Life Insurance Company of New York Financial Schedules and Allstate Life of New York Variable Annuity Account II Financial Schedules*

24B. EXHIBITS

The following exhibits:

The following exhibits, which were previously filed with Registrant's Registration Statement dated December 7, 1990, correspond to those required by paragraph (b) of item 24 as to exhibits in Form N-4:

(1) Resolution of the Board of Directors of Allstate Life Insurance Company of New York authorizing establishment of the Variable Annuity Account II.

(2) Not Applicable.

(3) (a) Distribution Agreement.
(b) Managing General Agent's Agreement.

(4) Form of Contract.**

(5) Form of application for a Contract.

(6) (a) Certificate of Incorporation of Allstate Life Insurance Company of New York.
(b) By-laws of Allstate Life Insurance Company of New York.

(7) Not applicable.

(8) Record Keeping and Administrative Services Agreement.

(9) Opinion of Robert S. Seiler, Senior Vice President, Secretary and General Counsel of Allstate Life Insurance Company of New York.

(10) (a) Consent of Accountants.*
(b) Consent of Attorneys.

(11) Not applicable.

(12) Agreement to Purchase Shares.

(13) Performance Data

(27) Financial Data Schedule

Powers of Attorney.

____

* Filed herewith.

** Contract Amendment and Enhanced Death Benefit Rider filed herewith.

25. DIRECTORS AND OFFICERS OF THE DEPOSITOR

Name and Principal Business Address	Position and Office With Depositor of the Trust
Louis G. Lower, II*	Chairman of the Board of Directors and President
Michael J. Velotta*	Director, Vice President, Secretary and General Counsel
Peter H. Heckman*	Director and Vice President
James J. Brazda**	Director and Chief Administrative Officer
Marcia D. Alazraki*	Director
Catherine S. Brune*	Director
Joseph F. Carlino*	Director
Michael J. Donoghue*	Director
Cleveland Johnson, Jr.*	Director
Phillip E. Lawson*	Director
Joseph P. McFadden*	Director
John R. Raben, Jr.*	Director
Sally A. Slacke*	Director
Myron J. Resnick*	Treasurer
Mark A. Bishop*	Assistant Treasurer
Barbara S. Brown*	Assistant Treasurer
David M. Crew*	Assistant Treasurer
Dorothy E. Even*	Assistant Vice President
Anthony D. Frook*	Assistant Treasurer
Judith P. Greffin*	Assistant Vice President
Stephanie L. Holowach*	Assistant Treasurer
Peter S. Horos*	Assistant Treasurer
Thomas C. Jensen*	Assistant Treasurer
Robert T. Jostes*	Assistant Treasurer
Margarita E. Kellen*	Assistant Vice President
Emma M. Kalaidjian*	Assistant Secretary
Paul N. Kierig*	Assistant Secretary and Assistant General Counsel
Kenneth S. Klimala*	Assistant Treasurer
Paul R. Knachel*	Assistant Treasurer
Steven M. Laude*	Assistant Treasurer
John H. Lohr*	Assistant Treasurer
Mary J. McGinn*	Assistant Secretary
Barry S. Paul*	Assistant Vice President and Controller
John F. Podjasek, Jr.*	Assistant Treasurer
Gary D. Riggs*	Assistant Treasurer
Robert N. Roeters*	Assistant Vice President
Theodore A. Schnell*	Assistant Vice President
Mark D. Senkpiel*	Assistant Treasurer
C. Nelson Strom*	Assistant Vice President and Corporate Actuary

Richard E. Student* Assistant Treasurer
William F. Wein* Assistant Treasurer
Peter D. Wells* Assistant Treasurer
Patricia W. Wilson* Assistant Treasurer

* Principal business address is 3100 Sanders Road, Northbrook, IL 60062
** Principal business address is P.O. Box 9095, Farmingville, NY 11738

26. Persons Controlled by or Under Common Control with Depositor or Registrant
    See 10-K Commission File # 1-11840, The Allstate Corporation.

27. NUMBER OF CONTRACT OWNERS
    As of December 31, 1994 there were in force 397 qualified and 4086 non-qualified contracts. The Registrant began operations on September 24, 1991.

28. INDEMNIFICATION

The Managing General Agent's Agreement (Exhibit 3(b)) has a provision in which Allstate Life Insurance Company of New York agrees to indemnify Dean Witter Reynolds as Underwriter for certain damages and expenses that may be caused by actions, statements or omissions by Allstate Life Insurance Company of New York. The Agreement to Purchase Shares contains a similar provision in paragraph 16 of Exhibit 12.

Insofar as indemnification for liability arising out of the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than payment by the registrant of expenses incurred by a director, officer or controlling person of the registrant in the successful defense of any action, suit, or proceeding) is asserted such director, officer or controlling person in connection with the securities being registered, the 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 Act and will be governed by the final adjudication of such issue.

29a. RELATIONSHIP OF PRINCIPAL UNDERWRITER TO OTHER INVESTMENT COMPANIES
Dean Witter Distributors Inc. is the principal underwriter for the following investment companies:

Active Assets Money Trust
Active Assets Tax-Free Trust
Active Assets California Tax-Free Trust
Active Assets Government Securities Trust
Dean Witter Liquid Asset Fund Inc.
Dean Witter Tax-Free Daily Income Trust
Dean Witter California Tax-Free Daily Income Trust
Dean Witter U.S. Government Money Market Trust
Dean Witter American Value Fund
Dean Witter World Wide Investment Trust
Dean Witter Dividend Growth Securities Inc.
Dean Witter Natural Resource Development Securities Inc.
Dean Witter Capital Growth Securities
Dean Witter Developing Growth Securities Trust
Dean Witter Convertible Securities Trust
Dean Witter Federal Securities Trust
Dean Witter U.S. Government Securities Trust
Dean Witter High Yield Securities Inc.
Dean Witter New York Tax-Free Income Fund
Dean Witter Tax-Exempt Securities Trust
Dean Witter California Tax-Free Income Fund
Dean Witter Managed Assets Trust
Dean Witter Limited Term Municipal Trust
Dean Witter Value-Added Market Series
Dean Witter World Wide Income Trust
Dean Witter Utilities Fund
Dean Witter Strategist Fund
Dean Witter New York Municipal Money Market Trust
Dean Witter Intermediate Income Growth Securities
Dean Witter European Growth Fund Inc.
Dean Witter Developing Growth Securities Trust
Dean Witter Global Short-Term Income Fund Inc.
Dean Witter Precious Metal & Minerals Trust
Dean Witter Pacific Growth Fund Inc.
Dean Witter Multi-State Municipal Series Trust
Dean Witter Premier Income Trust
Dean Witter Short-Term U.S. Treasury Trust

Dean Witter Variable Investment Series
Dean Witter Global Utilities Fund
Dean Witter High Income Securities
Dean Witter National Municipal Trust
Dean Witter International Small Cap Fund
Dean Witter Mid-Cap Growth Fund
Dean Witter Global Asset Allocation Fund
Dean Witter Balanced Growth Fund
Dean Witter Balanced Income Fund
Dean Witter Diversified Income Trust
Dean Witter Health Sciences Trust
Dean Witter Retirement Series
Dean Witter Global Dividend Growth Securities
Dean Witter Short-Term Bond Fund

Prime Income Trust
TCW/DW Core Equity Trust
TCW/DW North American Government Income Trust
TCW/DW Latin American Growth Fund
TCW/DW Income and Growth Fund
TCW/DW Small Cap Growth Fund
TCW/DW Balanced Fund
TWC/DW North American Intermediate Income Trust
TWC/DW Total Return Trust

29b. PRINCIPAL UNDERWRITER

Name and Principal Business Address of Each Such Person	Positions and Offices with Underwriter
DEAN WITTER REYNOLDS INC. ("DEAN WITTER")	UNDERWRITER
Philip J. Purcell	Chairman, Chief Executive Officer and Director
Richard M. DeMartini	President, Chief Operating Officer of Dean Witter Capital and Director
James F. Higgins	President, Chief Operating Officer of Dean Witter Financial and Director
Christine A. Edwards	Executive Vice President, Secretary, General Counsel and Director
Charles A. Fiumefreddo	Executive Vice President and Director
Thomas C. Schneider	Executive Vice President Chief Financial Officer and Director
Fredrick K. Kubler	Senior Vice President, Assistant Secretary and Chief Compliance Officer
Michael T. Gregg	Vice President and Assistant Secretary
Marilyn Cranney	Assistant Secretary
Sheldon Curtis	Assistant Secretary

The principal address of Dean Witter is Two World Trade Center, New York, New York 10048.

INTERCAPITAL DIVISION OF DWR

Name and principal business address of each such person	Position with the InterCapital Division of DWR
Charles A. Fiumefreddo	Chairman, Chief Executive Officer and Director
Phillip J. Purcell	Director

Richard M. DeMartini	Director
James F. Higgins	Director
Thomas C. Schneider	Executive Vice President, Chief Financial Officer and Director
Christine A. Edwards	Director
Roberts M. Scanlan	President and Chief Operating Officer
David A. Hughey	Executive Vice President and Chief Administrative Officer
Mark Bavoso	Senior Vice President
Edmund C. Puckhaber	Executive Vice President
John Van Heuvelen	Executive Vice President
Sheldon Curtis	Senior Vice President, General Counsel and Secretary
Peter M. Avelar	Senior Vice President
Thomas H. Connelly	Senior Vice President
Edward Gaylor	Senior Vice President
Rajesh K. Gupta	Senior Vice President
Kenton J. Hinchliffe	Senior Vice President
Kevin Hurley	Senior Vice President
John B. Kemp, III	Senior Vice President
Anita Kolleeny	Senior Vice President
Jonathan R. Page	Senior Vice President
Ira Ross	Senior Vice President
Rochelle G. Siegel	Senior Vice President
Paul D. Vance	Senior Vice President
Elizabeth A. Vetell	Senior Vice President
James F. Willison	Senior Vice President
Ronald Worobel	Senior Vice President
Thomas F. Caloia	First Vice President and Assistant Treasurer
Barry Fink	First Vice President
Michael Interrante	First Vice President and Controller
Robert Zimmerman	First Vice President
Joan Allman	Vice President
Joseph Arcieri	Vice President
Terrence P. Brennan, II	Vice President
Steven Brophy	Vice President
Douglas Brown	Vice President
Thoman Chronert	Vice President
Rosalie Clough	Vice President
B. Catherine Connelly	Vice President

Marilyn K. Cranney	Vice President and Assistant Secretary
Patricia A. Cuddy	Cive President
Salvatore DeSteno	Vice President
Frank J. DeVito	Vice President
Dwight Doolan	Vice President
Bruce Dunn	Vice President
Jeffrey D. Geffen	Vice President
Deborah Genovese	Vice President
Peter W. Gurman	Vice President
Russell Harper	Vice President
John Hechtlinger	Vice President
David Hoffman	Vice President
David Johnson	Vice President
Christopher Jones	Vice President
Stanley Kapica	Vice President
Konrad J. Krill	Vice President
Lawrence S. Lafer	Vice President and Assistant Secretary
Thomas Lawlor	Vice President
Lou Anne D. McInnis	Vice President and Assistant Secretary
Sharon K. Milligan	Vice President
James Nash	Vice President
Richard Norris	Vice President
Hugh Rose	Vice President
Ruth Rossi	Vice President and Assistant Secretary
Carl F. Sadler	Vice President
Rafael Scolari	Vice President
Diane Lisa Sobin	Vice President
Kathleen Stromberg	Vice President
Vinh Q. Tran	Vice President
Alice Weiss	Vice President
Jayne M. Wolff	Vice President
Marianne Zalys	Vice President

29c. COMPENSATION OF DEAN WITTER

The following commissions and other compensation were received by each principal underwriter, directly or indirectly, from the Registrant during the Registrant's last fiscal year:

(1)	(2)	(3)	(4)	(5)
	Net	Compensation		
	Underwriting	or		
	Discounts	Redemption		
Name of	and	or	Brokerage	

Principal	Commissions	Annuitization	Commissions	Compensation
Dean Witter Reynolds Inc.			$2,503,971	

30. LOCATION OF ACCOUNTS AND RECORDS

James J. Brazda
Allstate Life Insurance Company of New York
P.O. Box 9095
Farmingville, New York 11738

31. MANAGEMENT SERVICES

None

32. UNDERTAKINGS

The Registrant promises 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. Registrant furthermore agrees to include either as part of any application to purchase a contract offered by the prospectus, a space that an applicant can check to request a statement of Additional Information or a post card or similar written communication affixed to or included in the Prospectus that the applicant can remove to send for a Statement of Additional Information. Finally the Registrant agrees to deliver any Statement of Additional Information and any Financial Statements required to be made available under this Form N-4 promptly upon written or oral request.

33. REPRESENTATIONS PURSUANT TO SECTION 403(b) OF THE INTERNAL REVENUE CODE

The Company represents that it is relying upon a November 28, 1988 Securities and Exchange Commission no-action letter issued to the American Council of Life Insurance ("ACLI") and that the provisions of paragraphs 1-4 of the no-action letter have been complied with.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, (the "Act") and the Investment Company Act of 1940, the registrant, Allstate Life of New York Variable Annuity Account II, has duly caused this Post-Effective Amendment to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, and its seal to be hereunto affixed and attested, all in the Township of Northfield, State of Illinois, on the tenth day of July, 1995.

ALLSTATE LIFE OF NEW YORK VARIABLE ANNUITY ACCOUNT II
(REGISTRANT)
ALLSTATE LIFE INSURANCE COMPANY OF NEW YORK
(DEPOSITOR)

(SEAL)

Attest /s/ Paul N. Kierig	By: /s/ Michael J. Velotta
Paul N. Kierig Assistant Secretary and Assistant General Counsel	Michael J. Velotta Vice President, Secretary and General Counsel

Pursuant to the requirements of the Securities Act of 1933 and the Investment Company Act of 1940, this Post-Effective Amendment to the Registration Statement has been signed below by the following Directors and Officers of Allstate Life Insurance Company of New York on this tenth day of July, 1995.

*/LOUIS G. LOWER, II Louis G. Lower, II	Chairman of the Board and President (Principal Executive Officer)
/s/ Michael J. Velotta Michael J. Velotta	Director, Vice President, Secretary and General Counsel
*/JAMES J. BRAZDA James J. Brazda	Director and Chief Administrative Officer
*/PETER H. HECKMAN	Director and Vice President

Peter H. Heckman

*/MARCIA D. ALAZRAKI Marcia D. Alazraki	Director	*/PHILLIP E. LAWSON Phillip E. Lawson	Director
*/CATHERINE S. BRUNE Catherine S. Brune	Director	*/JOSEPH MCFADDEN Joseph McFadden	Director
*/JOSEPH F. CARLINO Joseph F. Carlino	Director	*/JOHN R. RABEN, JR. John R. Raben, Jr.	Director
*/MICHAEL J. DONOGHUE Michael J. Donoghue	Director	*/SALLY A. SLACKE Sally A. Slacke	Director
*/CLEVELAND JOHNSON, JR. Cleveland Johnson, Jr.	Director		

*/ By Michael J. Velotta, pursuant to Power of Attorney

Exhibit No. (4)

Form of Contract
(Contract Amendment and
Enhanced Death Benefit Rider)

ALLSTATE LIFE INSURANCE COMPANY OF NEW YORK
HEREIN CALLED ("WE OR US")

AMENDATORY ENDORSEMENT

I. The third and fourth paragraphs in the Owner provision on page 4 of your Contract are deleted and replaced by the following:

You may change the owner or beneficiary at any time. If you are a natural person, you may change the annuitant prior to the Payout Start Date. Once we have received a satisfactory written request for an owner, beneficiary or annuitant change, 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 from you. We are not responsible for the tax consequences of an owner, beneficiary or annuitant change.

II. The fourth paragraph in the Death of Owner or Annuitant provision on page 7 of your Contract is deleted and replaced by the following:

If any annuitant dies who is not also an owner, the owner must elect an applicable option listed below. If the option selected is 1(a) or 1(b)(ii) below, the new annuitant will be the youngest owner, unless the owner names a different annuitant.

1. IF THE OWNER IS A NATURAL PERSON:

a. The owner may choose to continue this Contract as if the death had not occurred; or

b. If we receive due proof of death within 180 days of the date of the annuitant's death, then the owner may alternatively choose to:

i. Receive the Death Benefit in a lump sum; or

ii. Apply the Death Benefit to an Income Plan which must begin within one year of the date of death and must be for a period equal to or less than the life expectancy of the owner.

2. IF THE OWNER IS A NON-NATURAL PERSON:

The owner must receive the Death Benefit in a lump sum.

III. The following provision is added to the Withdrawal Amount without Early Withdrawal Charge provision on page 6 of your Contract:

Withdrawal charges will be waived on partial withdrawals taken to satisfy qualified plan required minimum distribution rules as described in the Internal Revenue Code. This waiver is permitted only for withdrawals which satisfy distributions resulting from this Contract.

Except as amended, the Contract remains unchanged.

/s/ Michael J. Velotta	/s/ Louis G. Lower, II
Michael J. Velotta Secretary	Louis G. Lower, II President

ALLSTATE LIFE INSURANCE COMPANY OF NEW YORK

ENHANCED DEATH BENEFIT RIDER

This rider was issued because you selected the Enhanced Death Benefit for the death of any owner at the time you applied for this annuity. Unlike your current DEATH BENEFIT GUARANTEE, the Enhanced Death Benefit does not apply to the death of the annuitant if the annuitant is different than the owner. The Death Benefit and Mortality and Expense Risk Charge provisions of your Contract are modified as follows:

I. The Death Benefit will be the greater of the values stated in the Death Benefit provision on page 7 of your Contract, or the value of the Enhanced Death Benefit.

The Enhanced Death Benefit is:

A. On the date of issue, the Enhanced Death Benefit is equal to the initial purchase payment.

B. On each contract anniversary, but not beyond the contract anniversary preceding all owner(s)' 75th birthday(s), the Enhanced Death Benefit will be recalculated as follows:

- The Enhanced Death Benefit as of the PRIOR contract 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 contract anniversary, or upon receipt of a death claim, as follows:

- The Enhanced Death Benefit will be reduced by the percentage of any Account Value withdrawn since the prior contract anniversary.

- Any additional purchase payments since the prior contract anniversary will be added.

The Enhanced Death Benefit will never be greater than the maximum death benefit allowed by any non-forfeiture laws which govern this Contract.

II. The annualized mortality and expense risk charge of 1.25% stated on page 6 of your Contract is changed. The annualized mortality and expense risk charge will never be greater than 1.38%.

Except as amended, the Contract remains unchanged.

/s/ Michael J. Velotta

Michael J. Velotta
Secretary

/s/ Louis G. Lower, II

Louis G. Lower, II
President

Exhibit (10)(a)

Consent of Accountants

INDEPENDENT AUDITORS' CONSENT

We consent to the use in this Post-Effective Amendment No. 8 to Registration Statement No. 33-35445 of our report dated February 24, 1995 accompanying the financial statements of Allstate Life of New York Variable Annuity Account II and our report dated February 24, 1995 accompanying the financial statements and financial statement schedules of Allstate Life Insurance Company of New York contained in the Statement of Additional Information (which is incorporated by reference in the Prospectus of Allstate Life of New York Variable Annuity Account II of Allstate Life Insurance Company of New York) which is part of such Registration Statement, and to the reference to us under the heading "Experts" in such Statement of Additional Information.

/s/ Deloitte & Touche, LLP

Chicago, Illinois

July 10, 1995

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This schedule contains summary financial information extracted from the Allstate Life of New York Variable Annuity Account II (ALNYVAII*) Stmt. of Net Assets, 12/31/94; ALNYVAII Stmt. of Operations year Ended 12/31/94; ALNYVAII Stmts. of changes in Net Assets years Ended 12/31/94 and 12/31/93; and ALNYVAII Notes to Financial Stmts., Two years Ended 12/31/94.
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