

SERFF Tracking Number: SHEN-125661545 State: Arkansas
Filing Company: Shenandoah Life Insurance Company State Tracking Number: 39091
Company Tracking Number: FORM A-3015-N-4/08
TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium
Variable
Product Name: Single Premium Deferred Annuity
Project Name/Number: /

Filing at a Glance

Company: Shenandoah Life Insurance Company

Product Name: Single Premium Deferred Annuity SERFF Tr Num: SHEN-125661545 State: ArkansasLH

TOI: A021 Individual Annuities- Deferred Non- Variable SERFF Status: Closed State Tr Num: 39091

Sub-TOI: A021.003 Single Premium Co Tr Num: FORM A-3015-N-4/08 State Status: Approved-Closed
Filing Type: Form Co Status: Reviewer(s): Linda Bird

Author: Thomas Mason Disposition Date: 05/28/2008

Date Submitted: 05/23/2008 Disposition Status: Approved

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name:

Status of Filing in Domicile: Pending

Project Number:

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 05/28/2008

Deemer Date:

State Status Changed: 05/28/2008

Corresponding Filing Tracking Number:

Filing Description:

See Filing Letter.

Company and Contact

Filing Contact Information

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Pamela Ferguson, Director, Legal Services pam.ferguson@shenlife.com
P.O. Box 12847 (800) 848-5433 [Phone]
Roanoke, VA 24029 (540) 857-5987[FAX]

Filing Company Information

Shenandoah Life Insurance Company CoCode: 68845 State of Domicile: Virginia
2301 Brambleton Ave. SW Group Code: 891 Company Type: Life and Health
P.O. Box 12847
Roanoke, VA 24029 Group Name: State ID Number:
(800) 848-5433 ext. [Phone] FEIN Number: 54-0377280

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Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation: \$50.00 per filing
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Shenandoah Life Insurance Company	\$50.00	05/23/2008	20491448

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	05/28/2008	05/28/2008

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		No
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Readability Certification		No
Supporting Document	Transmittal Document		No
Form	Single Premium Deferred Annuity		No
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Form Schedule

Lead Form Number: Form A-3015-N-4/08

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	Form A-3015-N-4/08	Policy/Cont	Single Premium ract/Fratern Deferred Annuity al Certificate	Initial			A-3015- N_ar.pdf
	Form A-3015-Q-4/08	Policy/Cont	Single Premium ract/Fratern Deferred Annuity al Certificate	Initial			A-3015- Q_ar.pdf



Shenandoah Life Insurance Company will pay the proceeds of this Policy:

- (1) as a monthly life income or other Payment Option to the Annuitant if living on the Maturity Date; or
- (2) as a death benefit to the Beneficiary upon receipt of proof that the Annuitant's death occurred before the Maturity Date.

Payment is subject to the provisions on this and the following pages of this Policy.

This Policy is a legal contract between the Owner and Shenandoah Life Insurance Company. **Please read your Policy carefully.** This Policy is issued in consideration of the attached application and payment of the Single Premium. Shenandoah Life Insurance Company will provide the benefits and other rights described in this Policy in accordance with the terms of this Policy.

NOTICE OF RIGHT TO EXAMINE POLICY

If, for any reason, the Owner is not satisfied with this Policy, it may be returned to the Home Office or agent within 20 days after receipt by Owner. Shenandoah Life Insurance Company will then cancel the contract and refund the Single Premium. This Policy will then be considered void from the start.

Signed for Shenandoah Life Insurance Company at the Home Office in Roanoke, Virginia.

Kathleen M. Kironau

Secretary

Robert W. Clark

President

**SINGLE PREMIUM DEFERRED ANNUITY
MONTHLY LIFE INCOME PAYABLE AT MATURITY OF POLICY
DEATH BENEFIT PAYABLE BEFORE MATURITY DATE
GUARANTEED ACCUMULATION AND SURRENDER VALUES
OPTIONS FOR PAYMENT OF PROCEEDS**

NONPARTICIPATING

JOHN DOE

SPECIMEN1

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CONCLUDED WITH:

Riders, Amendments and Endorsements, if any; and copy of the Application.

READ YOUR POLICY CAREFULLY.

POLICY SCHEDULE

Annuitant: JOHN DOE Policy Number: SPECIMEN1
 Policy Date: May 1, 2008 Age and Sex: 52 Male
 Maturity Date: May 1, 2057
 Guaranteed Interest Rate: Year 1 [6.00%]
 Thereafter 4.00%
 Minimum Partial Withdrawal: \$100.00

COVERAGE SPECIFICATIONS

Form Number	Plan or Benefit Name	Single Premium
A-3015-N	Single Premium Deferred Annuity	\$10,000.00

TABLE OF SURRENDER CHARGES

POLICY YEAR	CHARGE	POLICY YEAR	CHARGE
1	12.50 %	7	7.00 %
2	12.00 %	8	6.00 %
3	11.00 %	9	4.00 %
4	10.00 %	10	2.00 %
5	9.00 %	11 +	0.00 %
6	8.00 %		

Monthly Life Income at Maturity Date based on minimum Accumulation Value applied at maturity under Option B (120 installments guaranteed) \$699.99

TABLE OF GUARANTEED VALUES

END OF POLICY YEAR	ATTAINED AGE	GUARANTEED ACCUMULATION VALUE	GUARANTEED SURRENDER VALUE
1	53	10,600.01	9,275.01
2	54	11,024.01	9,701.13
3	55	11,464.98	10,203.83
4	56	11,923.59	10,731.23
5	57	12,400.55	11,284.50
6	58	12,896.58	11,864.85
7	59	13,412.45	12,473.58
8	60	13,948.96	13,112.02
9	61	14,506.93	13,926.65
10	62	15,087.22	14,785.48
11	63	15,690.72	15,690.72
12	64	16,318.37	16,318.37
13	65	16,971.12	16,971.12
14	66	17,649.97	17,649.97
15	67	18,355.99	18,355.99
16	68	19,090.24	19,090.24
17	69	19,853.87	19,853.87
18	70	20,648.04	20,648.04
19	71	21,473.98	21,473.98
20	72	22,332.96	22,332.96
49	101	69,650.34	69,650.34

The above values assume that any premium tax required by the Owner's state of residence is deducted from the premium payment.

The above values will be reduced by any Partial Withdrawals made.

DEFINITIONS

Company	All references to the "Company" mean Shenandoah Life Insurance Company.
Home Office	The Company's home office is located at 2301 Brambleton Avenue, S.W., Roanoke, Virginia. The Company's mailing address is Post Office Box 12847, Roanoke, Virginia 24029.
Policy Date, Month, Year and Anniversary	The Policy Date is shown in the Policy Schedule. Each Policy Month begins on the same day of each month as the Policy Date. Each Policy Year begins on the same day and month of each year as the Policy Date. The first day of each Policy Year is a Policy Anniversary.
Age	Age means the Annuitant's age last birthday on the Policy Date.
Written Notice	Written Notice means a notification or request received from the Owner in a form satisfactory to the Company. Written Notices are recorded at the Home Office. The Company will not be responsible for the validity of any Written Notice.

OWNERSHIP

Owner Defined	The Owner of this Policy is the person or party designated to exercise the rights and receive the benefits of ownership. The Annuitant is the Owner unless otherwise stated in the application or later changed.
Control of Policy	Subject to the terms of any irrevocable beneficiary designation or any assignment, the Owner may, during the Annuitant's lifetime: <ol style="list-style-type: none">(1) assign or surrender this Policy;(2) make a Partial Withdrawal;(3) make a change in this Policy with the Company's consent;(4) transfer the ownership of this Policy; and(5) exercise the rights and receive other benefits as defined in this Policy.
Assignment of Policy	The Company will not be bound by any assignment of this Policy unless a properly executed assignment is recorded at the Home Office.

BENEFICIARY

Beneficiary Defined	The Beneficiary is the person or party designated to receive any proceeds payable at the Annuitant's death. The Beneficiary for this Policy is as stated in the application unless later changed.
Change of Beneficiary	During the Annuitant's lifetime, the Owner may change the beneficiary designation unless he or she has waived the right to do so. No Beneficiary change will take effect until Written Notice is acknowledged at the Home Office. Once such notice is acknowledged, the change will be effective on the date the notice was signed. The change will be subject to any payment made or action taken by the Company before the Beneficiary is recorded at the Home Office.
Death of Beneficiary	Unless otherwise provided in the beneficiary designation: <ol style="list-style-type: none">(1) the interest of any Beneficiary who dies before the Annuitant will pass to any surviving Beneficiaries according to their respective interests; or(2) if no Beneficiary survives the Annuitant, the proceeds will be paid in one sum to the Owner, if living; otherwise, to the Owner's estate.

SINGLE PREMIUM

The Single Premium for this Policy is due on the Policy Date. It is payable at the Home Office on or before the delivery of this Policy. Coverage under the Policy does not take effect until the premium has been paid during the Annuitant's lifetime.

POLICY VALUES

Accumulation Value The Accumulation Value on any date equals the Single Premium paid for the Policy shown in the Policy Schedule, minus deductions, accumulated with interest to that date. The Company will deduct:

- (1) any premium taxes when the premium is paid, or when the Accumulation Value is applied to provide a monthly income, as required by state law; and
- (2) the amount of any Partial Withdrawal, including any Surrender Charge, as of the date of the Partial Withdrawal.

The annual guaranteed interest rate used in the calculation of the Accumulation Value is shown in the Policy Schedule. Interest in excess of the guaranteed rate may be used in the calculation of the Accumulation Value at such increased rates and in such manner as determined by the Company.

Surrender Value The Surrender Value on any date equals the Accumulation Value minus any Surrender Charge.

Statutory Minimum Benefits Any paid-up annuity, surrender value, or death benefit that may be available under this Policy will not be less than the minimum benefits required by any statute of the state or jurisdiction in which this Policy is delivered.

WITHDRAWAL AND SURRENDER

Conditions for Withdrawal And Surrender The Owner may make a Partial Withdrawal or surrender this Policy before the Maturity Date if:

- (1) he or she submits a Written Notice to the Company;
- (2) the Annuitant is living on the date the notice is received at the Home Office; and
- (3) the terms below are met.

The Company does not offer legal, tax, or accounting advice. Please consult with your own attorney or tax advisor as to any adverse consequences of a Partial Withdrawal or surrender of this Policy.

Partial Withdrawals The minimum Partial Withdrawal that may be made is shown in the Policy Schedule. The maximum Partial Withdrawal that may be made is the Accumulation Value minus \$500. Partial Withdrawals are subject to Surrender Charges. Additionally, if more than one Partial Withdrawal is requested during the Policy Year, the Company reserves the right to deduct from the Partial Withdrawal a withdrawal fee, not to exceed \$25.

The Accumulation Value will be decreased by the full amount of all Partial Withdrawals made, including Surrender Charges and Withdrawal Fees. Surrender Charges and Withdrawal Fees are not applied in the following situations:

**Partial Withdrawals
(Continued)**

Annual Free Partial Withdrawals. Beginning in the second Policy Year, no Surrender Charge or Withdrawal Fee will apply to the portion of any Partial Withdrawal, when added to previous Partial Withdrawals made during the same Policy Year, that does not exceed 10% of the Accumulation Value at the beginning of that Policy Year.

One-Time Free Partial Withdrawal. Beginning in the second Policy Year and one-time only at the Owner's request, no Surrender Charge or Withdrawal Fee will apply to a Partial Withdrawal that does not exceed the current Accumulation Value minus the Single Premium. No additional Annual Free Partial Withdrawals or Systematic Withdrawals are permitted until the next Policy Year, following the occurrence of the One-Time Free Partial Withdrawal.

Systematic Withdrawals. No Surrender Charge or Withdrawal Fee will apply to the portion of any Systematic Withdrawal, when added to previous Partial Withdrawals made during the same Policy Year, that does not exceed 10% of the Accumulation Value at the beginning of that Policy Year. A Systematic Withdrawal is defined as a series of Partial Withdrawals of the portion of the Accumulation Value representing interest credited by the Company, such amount being agreed to by the Company and the Owner to be made by electronic funds transfer on a regularly scheduled basis no more frequently than monthly.

Surrender of Policy

The Owner may surrender this Policy and receive the Surrender Value in cash or under a Payment Option.

Surrender terminates this contract. Surrender will be effective on the date the Company receives a Written Notice at the Home Office. The Company may postpone payment as long as six months from the effective date of surrender after making written request and receiving written approval of the Insurance Commissioner. The Company reserves the right to require the return of this Policy.

Surrender Charge

The Surrender Charge applied at surrender is equal to (1) multiplied by (2) where:

- (1) is the Accumulation Value on the date of surrender; and
- (2) is the applicable surrender charge percentage in the Policy Schedule.

The Surrender Charge applied at Partial Withdrawal is equal to (1) multiplied by (2) where:

- (1) is the amount of the Partial Withdrawal not excluded from Surrender Charge in accordance with the **Partial Withdrawal** provision; and
- (2) is the applicable surrender charge percentage in the Policy Schedule.

GENERAL PROVISIONS

Contract

This Policy, and any attached riders, endorsements, and application form the entire contract. Only the President, a Vice President, or the Secretary of the Company may change or waive any provision of this contract. Any changes or waivers must be in writing. The Company will not be bound by any promises or representations made by an agent or person other than the above Company officers.

**Not Contestable
After Two Years**

Statements in the application are, in the absence of fraud, considered representations, not warranties. Statements may be used to contest the validity of this Policy or in defense of a claim only if they are contained in an attached application or endorsement.

The Company cannot contest this Policy after it has been in force during the Annuitant's lifetime for two years from the Policy Date.

Misstatement of Age or Sex	If the Annuitant's age or sex has been misstated on the application, the benefits payable under this Policy will be adjusted. The adjusted benefits will be those that would have been purchased under this Policy at the Annuitant's correct age and sex.
Calculation of Time Periods	All time periods are calculated from the Policy Date shown in the Policy Schedule.
Nonparticipation	This Policy is nonparticipating and will not share in the divisible surplus of the Company.
Annual Report To Owner	Every year, the Company will send the Owner an annual report. The report will show the Policy activity in the preceding Policy Year. The report will include interest earned, Partial Withdrawals made, and the Policy's current Accumulation Value and Surrender Value.

PAYMENT OF PROCEEDS

Proceeds	<p>The proceeds of the Policy will be payable at the earlier of:</p> <ol style="list-style-type: none"> (1) the Maturity Date of the Policy; or (2) the death of the Annuitant. <p>The proceeds equal the Accumulation Value.</p>
Distribution At Maturity	<p>Unless otherwise specified, the proceeds of this Policy will be paid as a monthly life income according to Payment Option B. Payments will be made with 120 installments guaranteed. The Company reserves the right to require the return of this Policy at the time of settlement.</p>
Death of Owner	<p>If the Owner dies after the distribution of proceeds begins, and he or she is the Annuitant, any remaining interest in the Policy will continue to be distributed to the Beneficiary at least as rapidly as under the method of distribution being used on the date of death. If the Owner is not the Annuitant, the remaining payments under the contract will be made to the Annuitant at least as rapidly as under the method of distribution being used on the date of death.</p> <p>If the Owner dies before the Maturity Date and he or she is the Annuitant, the ownership rights in this Policy will belong to the Beneficiary, and the Beneficiary will be the Annuitant. This Policy cannot remain in force more than five years after the date of death unless:</p> <ol style="list-style-type: none"> (1) the Beneficiary elects to receive the proceeds as an annuity that begins within one year of the date of death and over a period not extending beyond the Beneficiary's life expectancy; or (2) the Beneficiary is the deceased Owner's surviving spouse. <p>If there is more than one Beneficiary, the preceding paragraph will apply separately to each Beneficiary's portion.</p> <p>If the Owner dies before the Maturity Date and he or she is not the Annuitant, the ownership rights in this Policy will belong to any surviving Owner, or to any contingent owner named in the application, or if none, then to the Beneficiary. This Policy cannot remain in force more than five years after the date of death unless:</p> <ol style="list-style-type: none"> (1) the new Owner elects to receive the proceeds as an annuity that begins within one year of the date of death and over a period not extending beyond the new Owner's life expectancy; or (2) the new Owner is the deceased Owner's surviving spouse.

**Death of Owner
(Continued)**

Any termination of the Policy under this paragraph will be treated as a surrender. If there is more than one new Owner, the preceding paragraph will apply separately to each new Owner's portion.

For purposes of this section, Death of Owner, if the Owner is not an individual, the death of the Annuitant will be treated as the death of an Owner who is the Annuitant.

**Conditions for
Election of
Payment Options**

Upon request, the proceeds may be applied under a payment option if:

- (1) in the event of the Annuitant's death, an option is elected within 30 days from the date the Company notifies the Beneficiary that proceeds are payable; or
- (2) in the event of maturity, an option is elected before the Maturity Date. If no option is elected, the proceeds will be payable as a monthly life income according to Payment Option B.

However, options will not be available if:

- (1) the proceeds are less than \$2,500;
- (2) the amount of each payment is less than \$25; or
- (3) under Option B or D, the payee is not a natural person receiving payment in his or her own right.

No election may be made under which the Company would guarantee to continue payments beyond:

- (1) the Annuitant's life expectancy; or
- (2) in the case of Option D, the joint life expectancy of the Annuitant and his or her spouse.

Life expectancy is determined as of the date monthly income payments would begin.

Any election must be by Written Notice to the Company. No election will be effective until acknowledged by the Company. Once payments begin, the payment option cannot be changed.

Election by Owner

Subject to the conditions above, the Owner may:

- (1) elect any payment option; or
- (2) change an election if he or she has reserved the right to do so.

If the Owner elects a payment option for the Beneficiary, the Beneficiary may not:

- (1) change or cancel the election;
- (2) assign or transfer the amount held by the Company; or
- (3) withdraw any future installments or unpaid interest installments;

unless the right is granted in the election.

**Election by
Beneficiary**

If the Owner does not elect a payment option, the Beneficiary may do so after the Annuitant's death.

Payment Options	<p>Option A -- Income for a Specified Period. Based on each \$1,000 of proceeds applied, payments will be made in equal annual or monthly installments for a specified period. Payment will be made according to the Option A table. The first installment will be made as of the date that proceeds are settled under this option.</p> <p>Option B -- Life Income. Based on each \$1,000 of proceeds, payments will be made in equal monthly installments during the payee's lifetime. Payments will be made according to the Option B table:</p> <ul style="list-style-type: none"> (1) with 120 monthly payments guaranteed; or (2) without refund. Payments will be made only during the payee's lifetime. <p>The first installment will be made as of the date that proceeds are settled under this option.</p> <p>Option C -- Income of a Specified Amount. The proceeds will be payable in equal annual or monthly installments of a specified amount of proceeds until the proceeds, with interest, are exhausted. The first installment will be made as of the date that proceeds are settled under this option.</p> <p>Option D -- Joint and One-Half Survivor Life Income. Based on each \$1,000 of proceeds, payments will be made in equal monthly installments during the joint lifetime of the payee and his or her spouse. Payments will be made according to the Option D table. If the payee's spouse dies first, the payee will receive monthly payments for the original amount. If the payee dies first, payments to his or her spouse will decrease to one-half the original amount. The first installment will be made as of the date that proceeds are settled under this option.</p>
Proof of Age	The Company has the right to require satisfactory proof of any payee's age. The Company may also require satisfactory evidence of any payee's survival when a payment becomes due.
Additional Options	Any proceeds payable under this Policy may be paid under any other method of payment agreed to by the Company at the time of settlement.
Basis of Payment Options	The annual guaranteed interest rate used for each Option shown in the Option Tables is 4.0%. An interest rate in excess of the guaranteed rate may be used at the discretion of the Company. The mortality table used for Options B and D is the Annuity 2000 Mortality Table.

**OPTION A
Installments**

Yrs.	Annual	Monthly	Yrs.	Annual	Monthly	Yrs.	Annual	Monthly
1	\$1,000.00	\$84.84	11	\$109.76	\$9.31	21	\$68.54	\$5.81
2	509.80	43.25	12	102.45	8.69	22	66.54	5.64
3	346.49	29.40	13	96.29	8.17	23	64.72	5.49
4	264.89	22.47	14	91.03	7.72	24	63.06	5.35
5	215.99	18.32	15	86.48	7.34	25	61.55	5.22
6	183.42	15.56	16	82.52	7.00	26	60.16	5.10
7	160.20	13.59	17	79.04	6.71	27	58.88	5.00
8	142.82	12.12	18	75.96	6.44	28	57.70	4.90
9	129.32	10.97	19	73.21	6.21	29	56.62	4.80
10	118.55	10.06	20	70.75	6.00	30	55.61	4.72

**OPTION B
Monthly Life Incomes**

Age	120 Installments Guaranteed		Without Refund		Age	120 Installments Guaranteed		Without Refund	
	Male	Female	Male	Female		Male	Female	Male	Female
25	\$3.73	\$3.65	\$3.73	\$3.65	65	\$6.04	\$5.63	\$6.27	\$5.75
26	3.75	3.66	3.75	3.66	66	6.17	5.75	6.44	5.89
27	3.77	3.68	3.77	3.68	67	6.31	5.88	6.62	6.04
28	3.79	3.70	3.79	3.70	68	6.46	6.02	6.82	6.20
29	3.81	3.71	3.81	3.72	69	6.61	6.16	7.03	6.38
30	3.83	3.73	3.84	3.74	70	6.77	6.32	7.25	6.57
31	3.86	3.75	3.86	3.76	71	6.93	6.48	7.49	6.78
32	3.88	3.77	3.89	3.78	72	7.09	6.64	7.74	7.00
33	3.91	3.80	3.91	3.80	73	7.26	6.82	8.01	7.25
34	3.94	3.82	3.94	3.82	74	7.43	7.00	8.30	7.51
35	3.97	3.84	3.97	3.85	75	7.60	7.19	8.61	7.79
36	4.00	3.87	4.00	3.87	76	7.77	7.38	8.94	8.10
37	4.03	3.90	4.04	3.90	77	7.94	7.57	9.30	8.43
38	4.07	3.93	4.07	3.93	78	8.11	7.77	9.68	8.79
39	4.10	3.96	4.11	3.96	79	8.28	7.97	10.08	9.18
40	4.14	3.99	4.15	3.99	80	8.44	8.16	10.52	9.60
41	4.18	4.02	4.19	4.03	81	8.60	8.35	10.98	10.06
42	4.22	4.05	4.24	4.06	82	8.75	8.53	11.47	10.55
43	4.27	4.09	4.28	4.10	83	8.89	8.71	12.00	11.09
44	4.31	4.13	4.33	4.14	84	9.03	8.87	12.56	11.67
45	4.36	4.17	4.38	4.18	85	9.16	9.03	13.16	12.30
46	4.41	4.21	4.43	4.22	86	9.28	9.17	13.80	12.97
47	4.46	4.25	4.49	4.27	87	9.39	9.30	14.48	13.70
48	4.52	4.30	4.55	4.32	88	9.48	9.41	15.20	14.47
49	4.58	4.35	4.61	4.37	89	9.57	9.51	15.96	15.28
50	4.64	4.40	4.67	4.42	90	9.66	9.60	16.76	16.13
51	4.70	4.46	4.74	4.48	91	9.73	9.68	17.62	17.02
52	4.77	4.51	4.81	4.54	92	9.79	9.75	18.52	17.95
53	4.84	4.57	4.89	4.60	93	9.85	9.81	19.47	18.91
54	4.91	4.64	4.97	4.67	94	9.90	9.87	20.49	19.91
55	4.99	4.70	5.05	4.74	95	9.94	9.91	21.58	20.95
56	5.07	4.78	5.14	4.81	96	9.97	9.95	22.75	22.04
57	5.16	4.85	5.23	4.89	97	10.00	9.99	24.03	23.21
58	5.25	4.93	5.34	4.98	98	10.02	10.01	25.44	24.50
59	5.34	5.01	5.44	5.07	99	10.04	10.03	27.04	25.95
60	5.44	5.10	5.56	5.16	100	10.05	10.04	28.86	27.60
61	5.55	5.19	5.68	5.26	101	10.05	10.05	30.94	29.51
62	5.66	5.29	5.81	5.37					
63	5.78	5.40	5.95	5.49					
64	5.91	5.51	6.10	5.61					

OPTION D
Joint and One-Half Survivor Life Income

Age	Male Annuitant	Female Annuitant	Age	Male Annuitant	Female Annuitant
25	\$3.63	\$3.59	65	\$5.62	\$5.40
26	3.65	3.61	66	5.75	5.52
27	3.67	3.62	67	5.89	5.65
28	3.68	3.64	68	6.04	5.79
29	3.70	3.65	69	6.21	5.94
30	3.72	3.67	70	6.38	6.10
31	3.74	3.69	71	6.56	6.28
32	3.76	3.71	72	6.76	6.46
33	3.78	3.73	73	6.97	6.66
34	3.80	3.75	74	7.20	6.88
35	3.83	3.77	75	7.44	7.12
36	3.85	3.79	76	7.70	7.37
37	3.88	3.81	77	7.98	7.64
38	3.91	3.84	78	8.28	7.94
39	3.94	3.87	79	8.60	8.25
40	3.97	3.89	80	8.94	8.60
41	4.00	3.92	81	9.31	8.97
42	4.03	3.95	82	9.71	9.36
43	4.07	3.98	83	10.13	9.79
44	4.11	4.02	84	10.59	10.26
45	4.15	4.05	85	11.07	10.75
46	4.19	4.09	86	11.59	11.29
47	4.23	4.13	87	12.14	11.86
48	4.28	4.17	88	12.72	12.46
49	4.33	4.22	89	13.34	13.10
50	4.38	4.26	90	14.00	13.77
51	4.43	4.31	91	14.69	14.48
52	4.49	4.36	92	15.42	15.22
53	4.54	4.42	93	16.19	16.00
54	4.61	4.47	94	17.01	16.81
55	4.67	4.53	95	17.89	17.67
56	4.74	4.60	96	18.83	18.59
57	4.82	4.67	97	19.86	19.58
58	4.90	4.74	98	21.00	20.68
59	4.98	4.82	99	22.29	21.91
60	5.07	4.90	100	23.76	23.33
61	5.17	4.99	101	25.46	24.96
62	5.27	5.08			
63	5.38	5.18			
64	5.49	5.29			

Option D payment rates assume both Annuitant and spouse are the same age. Rates for other age combinations are available upon request.



SINGLE PREMIUM DEFERRED ANNUITY
MONTHLY LIFE INCOME PAYABLE AT MATURITY OF POLICY
DEATH BENEFIT PAYABLE BEFORE MATURITY DATE
GUARANTEED ACCUMULATION AND SURRENDER VALUES
OPTIONS FOR PAYMENT OF PROCEEDS

NONPARTICIPATING

Shenandoah Life Insurance Company will pay the proceeds of this Policy:

- (1) as a monthly life income or other Payment Option to the Annuitant if living on the Maturity Date; or
- (2) as a death benefit to the Beneficiary upon receipt of proof that the Annuitant's death occurred before the Maturity Date.

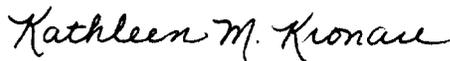
Payment is subject to the provisions on this and the following pages of this Policy.

This Policy is a legal contract between the Owner and Shenandoah Life Insurance Company. **Please read your Policy carefully.** This Policy is issued in consideration of the attached application and payment of the Single Premium. Shenandoah Life Insurance Company will provide the benefits and other rights described in this Policy in accordance with the terms of this Policy.

NOTICE OF RIGHT TO EXAMINE POLICY

If, for any reason, the Owner is not satisfied with this Policy, it may be returned to the Home Office or agent within 20 days after receipt by Owner. Shenandoah Life Insurance Company will then cancel the contract and refund the Single Premium. This Policy will then be considered void from the start.

Signed for Shenandoah Life Insurance Company at the Home Office in Roanoke, Virginia.



Secretary



President

**SINGLE PREMIUM DEFERRED ANNUITY
MONTHLY LIFE INCOME PAYABLE AT MATURITY OF POLICY
DEATH BENEFIT PAYABLE BEFORE MATURITY DATE
GUARANTEED ACCUMULATION AND SURRENDER VALUES
OPTIONS FOR PAYMENT OF PROCEEDS**

NONPARTICIPATING

JOHN DOE

SPECIMEN

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CONCLUDED WITH:

Riders, Amendments and Endorsements, if any; and copy of the Application.

READ YOUR POLICY CAREFULLY.

POLICY SCHEDULE

Annuitant: JOHN DOE Policy Number: SPECIMEN
 Policy Date: May 1, 2008 Age and Sex: 52 Male
 Maturity Date: May 1, 2057
 Guaranteed Interest Rate: Year 1 [6.00%]
 Thereafter 4.00%
 Minimum Partial Withdrawal: \$100.00

COVERAGE SPECIFICATIONS

Form Number	Plan or Benefit Name	Single Premium
A-3015-Q	Single Premium Deferred Annuity	\$10,000.00

TABLE OF SURRENDER CHARGES

POLICY YEAR	CHARGE	POLICY YEAR	CHARGE
1	12.50 %	7	7.00 %
2	12.00 %	8	6.00 %
3	11.00 %	9	4.00 %
4	10.00 %	10	2.00 %
5	9.00 %	11 +	0.00 %
6	8.00 %		

Monthly Life Income at Maturity Date based on minimum Accumulation Value applied at maturity under Option B (120 installments guaranteed)

\$699.99

TABLE OF GUARANTEED VALUES

END OF POLICY YEAR	ATTAINED AGE	GUARANTEED ACCUMULATION VALUE	GUARANTEED SURRENDER VALUE
1	53	10,600.01	9,275.01
2	54	11,024.01	9,701.13
3	55	11,464.98	10,203.83
4	56	11,923.59	10,731.23
5	57	12,400.55	11,284.50
6	58	12,896.58	11,864.85
7	59	13,412.45	12,473.58
8	60	13,948.96	13,112.02
9	61	14,506.93	13,926.65
10	62	15,087.22	14,785.48
11	63	15,690.72	15,690.72
12	64	16,318.37	16,318.37
13	65	16,971.12	16,971.12
14	66	17,649.97	17,649.97
15	67	18,355.99	18,355.99
16	68	19,090.24	19,090.24
17	69	19,853.87	19,853.87
18	70	20,648.04	20,648.04
19	71	21,473.98	21,473.98
20	72	22,332.96	22,332.96
49	101	69,650.34	69,650.34

The above values assume that any premium tax required by the Owner's state of residence is deducted from the premium payment.

The above values will be reduced by any Partial Withdrawals made.

DEFINITIONS

Company	All references to the "Company" mean Shenandoah Life Insurance Company.
Home Office	The Company's home office is located at 2301 Brambleton Avenue, S.W., Roanoke, Virginia. The Company's mailing address is Post Office Box 12847, Roanoke, Virginia 24029.
Policy Date, Month, Year and Anniversary	The Policy Date is shown in the Policy Schedule. Each Policy Month begins on the same day of each month as the Policy Date. Each Policy Year begins on the same day and month of each year as the Policy Date. The first day of each Policy Year is a Policy Anniversary.
Age	Age means the Annuitant's age last birthday on the Policy Date.
Written Notice	Written Notice means a notification or request received from the Owner in a form satisfactory to the Company. Written Notices are recorded at the Home Office. The Company will not be responsible for the validity of any Written Notice.

OWNERSHIP

Owner Defined	The Owner of this Policy is the person or party designated to exercise the rights and receive the benefits of ownership. The Annuitant is the Owner unless otherwise stated in the application or later changed.
Control of Policy	Subject to the terms of any irrevocable beneficiary designation or any assignment, the Owner may, during the Annuitant's lifetime: <ol style="list-style-type: none">(1) assign or surrender this Policy;(2) make a Partial Withdrawal;(3) make a change in this Policy with the Company's consent;(4) transfer the ownership of this Policy; and(5) exercise the rights and receive other benefits as defined in this Policy.
Assignment of Policy	The Company will not be bound by any assignment of this Policy unless a properly executed assignment is recorded at the Home Office.
Transfer of Contract	The transfer of this contract is restricted by the Internal Revenue Code. This contract may be sold or assigned only if: <ol style="list-style-type: none">(1) it is the property of a trustee or nontrustee pension or profit-sharing plan;(2) such plan qualifies under section 401(a) and is exempt under section 501(a) of the Internal Revenue Code of 1986, as amended; and(3) the consent of the plan administrator is obtained.

BENEFICIARY

Beneficiary Defined	The Beneficiary is the person or party designated to receive any proceeds payable at the Annuitant's death. The Beneficiary for this Policy is as stated in the application unless later changed.
Change of Beneficiary	During the Annuitant's lifetime, the Owner may change the beneficiary designation unless he or she has waived the right to do so. No Beneficiary change will take effect until Written Notice is acknowledged at the Home Office. Once such notice is acknowledged, the change will be effective on the date the notice was signed. The change will be subject to any payment made or action taken by the Company before the Beneficiary is recorded at the Home Office.

Death of Beneficiary Unless otherwise provided in the beneficiary designation:

- (1) the interest of any Beneficiary who dies before the Annuitant will pass to any surviving Beneficiaries according to their respective interests; or
- (2) if no Beneficiary survives the Annuitant, the proceeds will be paid in one sum to the Owner, if living; otherwise, to the Owner's estate.

SINGLE PREMIUM

The Single Premium for this Policy is due on the Policy Date. It is payable at the Home Office on or before the delivery of this Policy. Coverage under the Policy does not take effect until the premium has been paid during the Annuitant's lifetime.

POLICY VALUES

Accumulation Value The Accumulation Value on any date equals the Single Premium paid for the Policy shown in the Policy Schedule, minus deductions, accumulated with interest to that date. The Company will deduct:

- (1) any premium taxes when the premium is paid, or when the Accumulation Value is applied to provide a monthly income, as required by state law; and
- (2) the amount of any Partial Withdrawal, including any Surrender Charge, as of the date of the Partial Withdrawal.

The annual guaranteed interest rate used in the calculation of the Accumulation Value is shown in the Policy Schedule. Interest in excess of the guaranteed rate may be used in the calculation of the Accumulation Value at such increased rates and in such manner as determined by the Company.

Surrender Value The Surrender Value on any date equals the Accumulation Value minus any Surrender Charge.

Statutory Minimum Benefits Any paid-up annuity, surrender value, or death benefit that may be available under this Policy will not be less than the minimum benefits required by any statute of the state or jurisdiction in which this Policy is delivered.

WITHDRAWAL AND SURRENDER

Conditions for Withdrawal And Surrender The Owner may make a Partial Withdrawal or surrender this Policy before the Maturity Date if:

- (1) he or she submits a Written Notice to the Company;
- (2) the Annuitant is living on the date the notice is received at the Home Office; and
- (3) the terms below are met.

The Company does not offer legal, tax, or accounting advice. Please consult with your own attorney or tax advisor as to any adverse consequences of a Partial Withdrawal or surrender of this Policy.

Partial Withdrawals

The minimum Partial Withdrawal that may be made is shown in the Policy Schedule. The maximum Partial Withdrawal that may be made is the Accumulation Value minus \$500. Partial Withdrawals are subject to Surrender Charges. Additionally, if more than one Partial Withdrawal is requested during the Policy Year, the Company reserves the right to deduct from the Partial Withdrawal a withdrawal fee, not to exceed \$25.

The Accumulation Value will be decreased by the full amount of all Partial Withdrawals made, including Surrender Charges and Withdrawal Fees. Surrender Charges and Withdrawal Fees are not applied in the following situations:

Annual Free Partial Withdrawals. Beginning in the second Policy Year, no Surrender Charge or Withdrawal Fee will apply to the portion of any Partial Withdrawal, when added to previous Partial Withdrawals made during the same Policy Year, that does not exceed 10% of the Accumulation Value at the beginning of that Policy Year.

One-Time Free Partial Withdrawal. Beginning in the second Policy Year and one-time only at the Owner's request, no Surrender Charge or Withdrawal Fee will apply to a Partial Withdrawal that does not exceed the current Accumulation Value minus the Single Premium. No additional Annual Free Partial Withdrawals or Systematic Withdrawals are permitted until the next Policy Year, following the occurrence of the One-Time Free Partial Withdrawal.

Systematic Withdrawals. No Surrender Charge or Withdrawal Fee will apply to the portion of any Systematic Withdrawal, when added to previous Partial Withdrawals made during the same Policy Year, that does not exceed 10% of the Accumulation Value at the beginning of that Policy Year. A Systematic Withdrawal is defined as a series of Partial Withdrawals of the portion of the Accumulation Value representing interest credited by the Company, such amount being agreed to by the Company and the Owner to be made by electronic funds transfer on a regularly scheduled basis no more frequently than monthly.

Surrender of Policy

The Owner may surrender this Policy and receive the Surrender Value in cash or under a Payment Option.

Surrender terminates this contract. Surrender will be effective on the date the Company receives a Written Notice at the Home Office. The Company may postpone payment as long as six months from the effective date of surrender after making written request and receiving written approval of the Insurance Commissioner. The Company reserves the right to require the return of this Policy.

Surrender Charge

The Surrender Charge applied at surrender is equal to (1) multiplied by (2) where:

- (1) is the Accumulation Value on the date of surrender; and
- (2) is the applicable surrender charge percentage in the Policy Schedule.

The Surrender Charge applied at Partial Withdrawal is equal to (1) multiplied by (2) where:

- (1) is the amount of the Partial Withdrawal not excluded from Surrender Charge in accordance with the **Partial Withdrawal** provision; and
- (2) is the applicable surrender charge percentage in the Policy Schedule.

GENERAL PROVISIONS

Contract	<p>This Policy, and any attached riders, endorsements, and application form the entire contract. Only the President, a Vice President, or the Secretary of the Company may change or waive any provision of this contract. Any changes or waivers must be in writing. The Company will not be bound by any promises or representations made by an agent or person other than the above Company officers.</p> <p>This contract may be amended by the Company only to comply with changes in the Internal Revenue Code or regulations and published revenue rulings as issued by the Internal Revenue Service. If changes are made, the Company will notify the Owner immediately. Any such amendment not rejected and returned to the Company within 30 days of receipt will be deemed to be accepted. However, such amendments will not lower any Accumulation Value or Surrender Value.</p>
Not Contestable After Two Years	<p>Statements in the application are, in the absence of fraud, considered representations, not warranties. Statements may be used to contest the validity of this Policy or in defense of a claim only if they are contained in an attached application or endorsement.</p> <p>The Company cannot contest this Policy after it has been in force during the Annuitant's lifetime for two years from the Policy Date.</p>
Misstatement of Age or Sex	<p>If the Annuitant's age or sex has been misstated on the application, the benefits payable under this Policy will be adjusted. The adjusted benefits will be those that would have been purchased under this Policy at the Annuitant's correct age and sex.</p>
Calculation of Time Periods	<p>All time periods are calculated from the Policy Date shown in the Policy Schedule.</p>
Nonparticipation	<p>This Policy is nonparticipating and will not share in the divisible surplus of the Company.</p>
Annual Report To Owner	<p>Every year, the Company will send the Owner an annual report. The report will show the Policy activity in the preceding Policy Year. The report will include interest earned, Partial Withdrawals made, and the Policy's current Accumulation Value and Surrender Value.</p>
Qualified Status Limitation	<p>This Policy is intended to qualify under the Internal Revenue Code for tax-favored status. However, your qualifying status, rather than this Policy, is the controlling factor as to whether funds will receive tax-favored treatment. Language in this Policy referring to federal tax status or rules is informational and is not subject to approval or disapproval by the state in which the Policy is delivered. Please consult with your tax advisor if you have any questions about your qualifying status.</p>

PAYMENT OF PROCEEDS

Proceeds	<p>The proceeds of the Policy will be payable at the earlier of:</p> <ul style="list-style-type: none">(1) the Maturity Date of the Policy; or(2) the death of the Annuitant. <p>The proceeds equal the Accumulation Value.</p>
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Distribution At Maturity

Unless otherwise specified, the proceeds of this Policy will be paid as a monthly life income according to Payment Option B. Payments will be made with 120 installments guaranteed. The Company reserves the right to require the return of this Policy at the time of settlement.

Death of Owner

If the Owner dies after the distribution of proceeds begins, and he or she is the Annuitant, any remaining interest in the Policy will continue to be distributed to the Beneficiary at least as rapidly as under the method of distribution being used on the date of death. If the Owner is not the Annuitant, the remaining payments under the contract will be made to the Annuitant at least as rapidly as under the method of distribution being used on the date of death.

If the Owner dies before the Maturity Date and he or she is the Annuitant, the ownership rights in this Policy will belong to the Beneficiary, and the Beneficiary will be the Annuitant. This Policy cannot remain in force more than five years after the date of death unless:

- (1) the Beneficiary elects to receive the proceeds as an annuity that begins within one year of the date of death and over a period not extending beyond the Beneficiary's life expectancy; or
- (2) the Beneficiary is the deceased Owner's surviving spouse.

If there is more than one Beneficiary, the preceding paragraph will apply separately to each Beneficiary's portion.

If the Owner dies before the Maturity Date and he or she is not the Annuitant, the ownership rights in this Policy will belong to any surviving Owner, or to any contingent owner named in the application, or if none, then to the Beneficiary. This Policy cannot remain in force more than five years after the date of death unless:

- (1) the new Owner elects to receive the proceeds as an annuity that begins within one year of the date of death and over a period not extending beyond the new Owner's life expectancy; or
- (2) the new Owner is the deceased Owner's surviving spouse.

Any termination of the Policy under this paragraph will be treated as a surrender. If there is more than one new Owner, the preceding paragraph will apply separately to each new Owner's portion.

For purposes of this section, Death of Owner, if the Owner is not an individual, the death of the Annuitant will be treated as the death of an Owner who is the Annuitant.

Conditions for Election of Payment Options

Upon request, the proceeds may be applied under a payment option if:

- (1) in the event of the Annuitant's death, an option is elected within 30 days from the date the Company notifies the Beneficiary that proceeds are payable; or
- (2) in the event of maturity, an option is elected before the Maturity Date. If no option is elected, the proceeds will be payable as a monthly life income according to Payment Option B.

However, options will not be available if:

- (1) the proceeds are less than \$2,500;
- (2) the amount of each payment is less than \$25; or
- (3) under Option B or D, the payee is not a natural person receiving payment in his or her own right.

No election may be made under which the Company would guarantee to continue payments beyond:

- (1) the Annuitant's life expectancy; or
- (2) in the case of Option D, the joint life expectancy of the Annuitant and his or her spouse.

Conditions for Election of Payment Options (Continued)	Life expectancy is determined as of the date monthly income payments would begin. Any election must be by Written Notice to the Company. No election will be effective until acknowledged by the Company. Once payments begin, the payment option cannot be changed.
Election by Owner	Subject to the conditions above, the Owner may: <ul style="list-style-type: none"> (1) elect any payment option; or (2) change an election if he or she has reserved the right to do so. <p>If the Owner elects a payment option for the Beneficiary, the Beneficiary may not:</p> <ul style="list-style-type: none"> (1) change or cancel the election; (2) assign or transfer the amount held by the Company; or (3) withdraw any future installments or unpaid interest installments; <p>unless the right is granted in the election.</p>
Election by Beneficiary	If the Owner does not elect a payment option, the Beneficiary may do so after the Annuitant's death.
Payment Options	<p>Option A -- Income for a Specified Period. Based on each \$1,000 of proceeds applied, payments will be made in equal annual or monthly installments for a specified period. Payment will be made according to the Option A table. The first installment will be made as of the date that proceeds are settled under this option.</p> <p>Option B -- Life Income. Based on each \$1,000 of proceeds, payments will be made in equal monthly installments during the payee's lifetime. Payments will be made according to the Option B table:</p> <ul style="list-style-type: none"> (1) with 120 monthly payments guaranteed; or (2) without refund. Payments will be made only during the payee's lifetime. <p>The first installment will be made as of the date that proceeds are settled under this option.</p> <p>Option C -- Income of a Specified Amount. The proceeds will be payable in equal annual or monthly installments of a specified amount of proceeds until the proceeds, with interest, are exhausted. The first installment will be made as of the date that proceeds are settled under this option.</p> <p>Option D -- Joint and One-Half Survivor Life Income. Based on each \$1,000 of proceeds, payments will be made in equal monthly installments during the joint lifetime of the payee and his or her spouse. Payments will be made according to the Option D table. If the payee's spouse dies first, the payee will receive monthly payments for the original amount. If the payee dies first, payments to his or her spouse will decrease to one-half the original amount. The first installment will be made as of the date that proceeds are settled under this option.</p>
Proof of Age	The Company has the right to require satisfactory proof of any payee's age. The Company may also require satisfactory evidence of any payee's survival when a payment becomes due.
Additional Options	Any proceeds payable under this Policy may be paid under any other method of payment agreed to by the Company at the time of settlement.
Basis of Payment Options	The annual guaranteed interest rate used for each Option shown in the Option Tables is 4.0%. An interest rate in excess of the guaranteed rate may be used at the discretion of the Company. The mortality table used for Options B and D is the Annuity 2000 Mortality Table.

**OPTION A
Installments**

Yrs.	Annual	Monthly	Yrs.	Annual	Monthly	Yrs.	Annual	Monthly
1	\$1,000.00	\$84.84	11	\$109.76	\$9.31	21	\$68.54	\$5.81
2	509.80	43.25	12	102.45	8.69	22	66.54	5.64
3	346.49	29.40	13	96.29	8.17	23	64.72	5.49
4	264.89	22.47	14	91.03	7.72	24	63.06	5.35
5	215.99	18.32	15	86.48	7.34	25	61.55	5.22
6	183.42	15.56	16	82.52	7.00	26	60.16	5.10
7	160.20	13.59	17	79.04	6.71	27	58.88	5.00
8	142.82	12.12	18	75.96	6.44	28	57.70	4.90
9	129.32	10.97	19	73.21	6.21	29	56.62	4.80
10	118.55	10.06	20	70.75	6.00	30	55.61	4.72

**OPTION B
Monthly Life Incomes**

Age	120 Installments Guaranteed	Without Refund	Age	120 Installments Guaranteed	Without Refund
25	\$3.65	\$3.65	65	\$5.63	\$5.75
26	3.66	3.66	66	5.75	5.89
27	3.68	3.68	67	5.88	6.04
28	3.70	3.70	68	6.02	6.20
29	3.71	3.72	69	6.16	6.38
30	3.73	3.74	70	6.32	6.57
31	3.75	3.76	71	6.48	6.78
32	3.77	3.78	72	6.64	7.00
33	3.80	3.80	73	6.82	7.25
34	3.82	3.82	74	7.00	7.51
35	3.84	3.85	75	7.19	7.79
36	3.87	3.87	76	7.38	8.10
37	3.90	3.90	77	7.57	8.43
38	3.93	3.93	78	7.77	8.79
39	3.96	3.96	79	7.97	9.18
40	3.99	3.99	80	8.16	9.60
41	4.02	4.03	81	8.35	10.06
42	4.05	4.06	82	8.53	10.55
43	4.09	4.10	83	8.71	11.09
44	4.13	4.14	84	8.87	11.67
45	4.17	4.18	85	9.03	12.30
46	4.21	4.22	86	9.17	12.97
47	4.25	4.27	87	9.30	13.70
48	4.30	4.32	88	9.41	14.47
49	4.35	4.37	89	9.51	15.28
50	4.40	4.42	90	9.60	16.13
51	4.46	4.48	91	9.68	17.02
52	4.51	4.54	92	9.75	17.95
53	4.57	4.60	93	9.81	18.91
54	4.64	4.67	94	9.87	19.91
55	4.70	4.74	95	9.91	20.95
56	4.78	4.81	96	9.95	22.04
57	4.85	4.89	97	9.99	23.21
58	4.93	4.98	98	10.01	24.50
59	5.01	5.07	99	10.03	25.95
60	5.10	5.16	100	10.04	27.60
61	5.19	5.26	101	10.05	29.51
62	5.29	5.37			
63	5.40	5.49			
64	5.51	5.61			

OPTION D
Joint and One-Half Survivor Life Income

Age	Monthly Payment Rate	Age	Monthly Payment Rate
25	\$3.59	65	\$5.40
26	3.61	66	5.52
27	3.62	67	5.65
28	3.64	68	5.79
29	3.65	69	5.94
30	3.67	70	6.10
31	3.69	71	6.28
32	3.71	72	6.46
33	3.73	73	6.66
34	3.75	74	6.88
35	3.77	75	7.12
36	3.79	76	7.37
37	3.81	77	7.64
38	3.84	78	7.94
39	3.87	79	8.25
40	3.89	80	8.60
41	3.92	81	8.97
42	3.95	82	9.36
43	3.98	83	9.79
44	4.02	84	10.26
45	4.05	85	10.75
46	4.09	86	11.29
47	4.13	87	11.86
48	4.17	88	12.46
49	4.22	89	13.10
50	4.26	90	13.77
51	4.31	91	14.48
52	4.36	92	15.22
53	4.42	93	16.00
54	4.47	94	16.81
55	4.53	95	17.67
56	4.60	96	18.59
57	4.67	97	19.58
58	4.74	98	20.68
59	4.82	99	21.91
60	4.90	100	23.33
61	4.99	101	24.96
62	5.08		
63	5.18		
64	5.29		

Option D payment rates assume both Annuitant and spouse are the same age. Rates for other age combinations are available upon request.



SINGLE PREMIUM DEFERRED ANNUITY
MONTHLY LIFE INCOME PAYABLE AT MATURITY OF POLICY
DEATH BENEFIT PAYABLE BEFORE MATURITY DATE
GUARANTEED ACCUMULATION AND SURRENDER VALUES
OPTIONS FOR PAYMENT OF PROCEEDS

NONPARTICIPATING

SERFF Tracking Number: SHEN-125661545 State: Arkansas
Filing Company: Shenandoah Life Insurance Company State Tracking Number: 39091
Company Tracking Number: FORM A-3015-N-4/08
TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium
Variable
Product Name: Single Premium Deferred Annuity
Project Name/Number: /

Supporting Document Schedules

Review Status:
Satisfied -Name: Certification/Notice 05/21/2008
Comments:
Attachment:
ARCERT.pdf

Review Status:
Satisfied -Name: Application 05/21/2008
Comments:
The application form will be Form 5503-1/03, approved by the Department on January 8, 2003.

Review Status:
Satisfied -Name: Life & Annuity - Acturial Memo 05/21/2008
Comments:
Attachment:
ACTMEMO.pdf

Review Status:
Satisfied -Name: Readability Certification 05/23/2008
Comments:
Attachment:
Base.pdf

Review Status:
Satisfied -Name: Transmittal Document 05/23/2008
Comments:
Attachment:
ARTRANS.pdf

TO: ARKANSAS DEPARTMENT OF INSURANCE

RE: **Form A-3015-N-4/08 – Single Premium Deferred Annuity**
Form A-3015-Q-4/08 – Single Premium Deferred Annuity

CERTIFICATION OF COMPLIANCE

I have reviewed or supervised the review of the policy forms contained in this filing and hereby certify that to the best of my knowledge and belief, the policy forms are in compliance with all laws, rules and regulations of the State of Arkansas, including Rule and Regulation 19 – Unfair Sex Discrimination in the Sale of Insurance.

Kathleen M. Kronau

(Signature of Company Officer)

Kathleen M. Kronau
Vice President and General Counsel

Type Name & Title of Person Signing

May 23, 2008

Date



SHENANDOAH LIFE INSURANCE COMPANY

ACTUARIAL MEMORANDUM

Form A-3015-N-4/08 and Form A-3015-Q-4/08

May 13, 2008

Certified by:

Michael F. Daniels, FSA, MAAA
Associate Actuary

5/13/2008

Date

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 DEMONSTRATION 5

DESCRIPTION OF POLICY

General	This product is a back-loaded single premium fixed deferred annuity. The payout at maturity may be a lump sum, a life contingent annuity, or a certain annuity.	
Issue Ages	0-85 (age last birthday)	
Maturity Age	101	
Minimum Premium	Form A-3015-N-4/08	\$5,000
	Form A-3015-Q-4/08	\$2,000
Interest Rates	Guaranteed:	The annual guaranteed interest rate used in the calculation of the Accumulation Value is 4%. Interest in excess of the guaranteed rate may be used in the calculation of the Accumulation Value at such increased rates and in such manner as determined by the Company.
	Current:	Determined by Company.
Loads, Fees, Charges	The Company reserves the right to assess a withdrawal fee, not to exceed \$25, if more than one withdrawal is requested during a policy year. No other loads or fees are assessed.	
State Premium Taxes	State premium taxes are deducted from the single premium based on state requirements.	
Accumulation Value	The accumulation value equals the single premium paid less premium tax where applicable, less partial withdrawals including any surrender charge, all credited with interest.	
Surrender Charges	The maximum surrender charge percentage varies by policy year as follows:	

Policy Year										
1	2	3	4	5	6	7	8	9	10	11+
12.5	12.0	11.0	10.0	9.0	8.0	7.0	6.0	4.0	2.0	0.0

The surrender charge applied at surrender is equal to (1) multiplied by (2) where:

- (1) is the accumulation value on the date of surrender; and
- (2) is the applicable surrender charge percentage

The surrender charge applied at partial withdrawal is equal to (1) multiplied by (2) where:

DESCRIPTION OF POLICY

- (1) is the amount of the Partial Withdrawal not excluded from surrender charge (see Partial Withdrawals); and
(2) is the applicable surrender charge percentage.

Surrender Value	The surrender value equals the accumulation value minus any surrender charge.
Partial Withdrawals	<p>The accumulation value will be decreased by the full amount of all partial withdrawals made, including surrender charges. Surrender charges are excluded from applying in the determination of surrender charges in the following three situations:</p> <p>Annual Free Partial Withdrawals. Beginning in the second policy year, no surrender charge will apply to the portion of any partial withdrawal, when added to previous partial withdrawals made during the same policy year, that does not exceed 10% of the accumulation value at the beginning of that policy year.</p> <p>One-Time Free Partial Withdrawal. Beginning in the second policy year and one-time only at the owner's request, no surrender charge will apply to a partial withdrawal that does not exceed the current accumulation value minus the single premium. No additional Annual Free Partial Withdrawals or Systematic Withdrawals are permitted until the next policy year, following the occurrence of the One-Time Free Partial Withdrawal.</p> <p>Systematic Withdrawals. No surrender charge will apply to the portion of any Systematic Withdrawal, when added to previous partial withdrawals made during the same policy year, that does not exceed 10% of the accumulation value at the beginning of that policy year. A Systematic Withdrawal is defined as a series of partial withdrawals of the portion of the accumulation value representing interest credited by the Company, such amount being agreed to by the Company and the owner to be made by electronic funds transfer on a regularly scheduled basis no more frequently than monthly.</p>
Death Benefit	The Death Benefit is the benefit payable upon death of the annuitant and is equal to the accumulation value

BASIS OF VALUES

Single Premium

The single premium is any amount (subject to plan maximums and minimums) that the owner desires.

Interest

The minimum guaranteed effective annual interest rate used in the calculation of the accumulation value is 4.00%. Interest in excess of the guaranteed rate may be used in the calculation of the accumulation value at such increased rates and in such manner as determined by the Company.

DEMONSTRATION OF COMPLIANCE WITH STANDARD NONFORFEITURE LAW

Approach

The minimum nonforfeiture amount at or any time before the beginning of any annuity payments is defined as follows:

An amount equal to 87.5% of the gross consideration accumulated up to that time at the nonforfeiture interest rate at issue, decreased by any prior withdrawals from the contract and decreased by an annual contract charge of \$50, both accumulated at the minimum nonforfeiture interest rate.

The minimum cash surrender value must be at least equal to the maximum of the minimum nonforfeiture value and the guaranteed maturity value discounted at an interest rate not more than 1% greater than the guaranteed interest rate.

Demonstration

For compliance testing, the \$50 annual charge will be ignored. Excluding the charge results in a higher minimum nonforfeiture value than would otherwise be required. The discounted maturity values assume the highest issue age of 85 and maturity at age 101.

The tables below demonstrate that surrender values under this form, on a per dollar basis, are always greater than the minimum nonforfeiture values required under the minimum and maximum values allowed for the minimum nonforfeiture interest rate.

For compliance testing, it is assumed that the free partial withdrawal is not taken in the year of surrender.

End of Policy Year	Gross Premium	Minimum Nonforfeiture Value	Max SC %	Accumulation Value	Surrender Value	Discounted Maturity Value
0	1.00	0.8750	12.50%	1.0000	0.8750	0.8580
1	0.00	0.9013	12.50%	1.0400	0.9100	0.9009
2	0.00	0.9283	12.00%	1.0816	0.9518	0.9460
3	0.00	0.9561	11.00%	1.1249	1.0011	0.9933
4	0.00	0.9848	10.00%	1.1699	1.0529	1.0429
5	0.00	1.0144	9.00%	1.2167	1.1072	1.0951
6	0.00	1.0448	8.00%	1.2653	1.1641	1.1498
7	0.00	1.0761	7.00%	1.3159	1.2238	1.2073
8	0.00	1.1084	6.00%	1.3686	1.2865	1.2677
9	0.00	1.1417	4.00%	1.4233	1.3521	1.3311
10	0.00	1.1759	2.00%	1.4802	1.4062	1.3976
11	0.00	1.2112	0.00%	1.5395	1.4933	1.4675
12	0.00	1.2475	0.00%	1.6010	1.5850	1.5409
13	0.00	1.2850	0.00%	1.6651	1.6651	1.6180
14	0.00	1.3235	0.00%	1.7317	1.7317	1.6988
15	0.00	1.3632	0.00%	1.8009	1.8009	1.7838
16	0.00	1.4041	0.00%	1.8730	1.8730	1.8730

DEMONSTRATION OF COMPLIANCE WITH STANDARD VALUATION LAW

Approach Reserves are calculated according to the Commissioner's Annuity Reserve Valuation Method. The interest rate per statute is dynamic and varies based on the issue year of the policy. The applicable rate for 2007 issues is 4.75%. The approach is to project policy values based on guarantees to all future policy anniversaries. A surrender charge is subtracted from the projected values where applicable. The stream of future values is discounted to the valuation date using the valuation interest rate. These values are then compared to the current surrender value and the highest of all these values is the reserve.

Demonstration The table below illustrates these calculations for \$1 of single premium, a guaranteed rate of 4.00% and an initial credited rate of 6.00%. For purposes of the reserve calculation, it is assumed that the free partial withdrawal is applicable.

End of Policy Year	Max SC %	Accumulation Value	Surrender Value	Discounted Surrender Value @ issue	Discounted Surrender Value @ end of 1 st policy year	Discounted Surrender Value @ end of 2 nd policy year
0	12.50%	1.0000	0.8750	0.8750		
1	12.50%	1.0500	0.9275	0.8854	0.9275	
2	12.00%	1.0763	0.9828	0.8957	0.9383	0.9828
3	11.00%	1.1032	1.0365	0.9018	0.9446	0.9895
4	10.00%	1.1307	1.0924	0.9073	0.9504	0.9955
5	9.00%	1.1590	1.1501	0.9119	0.9552	1.0006
6	8.00%	1.1880	1.2097	0.9157	0.9592	1.0047
7	7.00%	1.2177	1.2712	0.9186	0.9623	1.0080
8	6.00%	1.2481	1.3349	0.9209	0.9646	1.0105
9	4.00%	1.2793	1.4107	0.9291	0.9732	1.0194
10	2.00%	1.3113	1.4887	0.9360	0.9804	1.0270
11	0.00%	1.3441	1.5691	0.9418	0.9865	1.0334
12	0.00%	1.3777	1.6318	0.9350	0.9794	1.0260
13	0.00%	1.4121	1.6971	0.9283	0.9724	1.0186
14	0.00%	1.4474	1.7650	0.9217	0.9655	1.0113
15	0.00%	1.4836	1.8356	0.9151	0.9586	1.0041

The reserve at issue is 0.9418

The reserve at the end of the first policy year is 0.9865

The reserve at the end of the second policy year is 1.0334

The greatest present value of benefits is always at the end of the surrender charge period, since the valuation rate is always greater the ultimate guaranteed interest rate, but not greater than the sum of the guaranteed interest rate and the annual decrease in surrender charges.

READABILITY CERTIFICATION

This is to certify that the forms referenced below are in compliance with the readability requirements of your state.

The Flesch Reading Ease Test was applied to the forms.

FORM NUMBER	SENTENCES	WORDS	SYLLABLES	FLESH SCORE
Form A-3015-N-4/08	170	2,289	3,454	65.5
Form A-3015-Q-4/08	183	2,494	3,803	64

Kathleen M. Kronau

Signature of Company Officer

Kathleen M. Kronau
Vice President and General Counsel

Type Name & Title of Person Signing

May 21, 2008

Date

Life, Accident & Health, Annuity, Credit Transmittal Document

1.	Prepared for the State of	
-----------	----------------------------------	--

2.	Department Use Only
	State Tracking ID

3.	Insurer Name & Address	Domicile	Insurer License Type	NAIC Group #	NAIC #	FEIN #	State #

4.	Contact Name & Address	Telephone #	Fax #	E-mail Address

5.	Requested Filing Mode	<input type="checkbox"/> Review & Approval <input type="checkbox"/> File & Use <input type="checkbox"/> Informational <input type="checkbox"/> Combination (please explain): _____ <input type="checkbox"/> Other (please explain): _____
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6.	Company Tracking Number	
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7.	<input type="checkbox"/> New Submission <input type="checkbox"/> Resubmission	Previous file # _____
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8.	Market	<input type="checkbox"/> Individual <input type="checkbox"/> Franchise	
		Group	<input type="checkbox"/> Small <input type="checkbox"/> Large <input type="checkbox"/> Small and Large <input type="checkbox"/> Employer <input type="checkbox"/> Association <input type="checkbox"/> Blanket <input type="checkbox"/> Discretionary <input type="checkbox"/> Trust <input type="checkbox"/> Other: _____

9.	Type of Insurance	
-----------	--------------------------	--

10.	Product Coding Matrix Filing Code	
------------	--	--

11.	Submitted Documents	<p><input type="checkbox"/> FORMS</p> <table style="width: 100%;"> <tr> <td><input type="checkbox"/> Policy</td> <td><input type="checkbox"/> Outline of Coverage</td> <td><input type="checkbox"/> Certificate</td> </tr> <tr> <td><input type="checkbox"/> Application/Enrollment</td> <td><input type="checkbox"/> Rider/Endorsement</td> <td><input type="checkbox"/> Advertising</td> </tr> <tr> <td><input type="checkbox"/> Schedule of Benefits</td> <td><input type="checkbox"/> Other</td> <td></td> </tr> </table> <p>Rates</p> <input type="checkbox"/> New Rate <input type="checkbox"/> Revised Rate	<input type="checkbox"/> Policy	<input type="checkbox"/> Outline of Coverage	<input type="checkbox"/> Certificate	<input type="checkbox"/> Application/Enrollment	<input type="checkbox"/> Rider/Endorsement	<input type="checkbox"/> Advertising	<input type="checkbox"/> Schedule of Benefits	<input type="checkbox"/> Other		
<input type="checkbox"/> Policy	<input type="checkbox"/> Outline of Coverage	<input type="checkbox"/> Certificate										
<input type="checkbox"/> Application/Enrollment	<input type="checkbox"/> Rider/Endorsement	<input type="checkbox"/> Advertising										
<input type="checkbox"/> Schedule of Benefits	<input type="checkbox"/> Other											
		<input type="checkbox"/> FILING OTHER THAN FORM OR RATE: Please explain: _____										
		<p>SUPPORTING DOCUMENTATION</p> <table style="width: 100%;"> <tr> <td><input type="checkbox"/> Articles of Incorporation</td> <td><input type="checkbox"/> Third Party Authorization</td> </tr> <tr> <td><input type="checkbox"/> Association Bylaws</td> <td><input type="checkbox"/> Trust Agreements</td> </tr> <tr> <td><input type="checkbox"/> Statement of Variability</td> <td><input type="checkbox"/> Certifications</td> </tr> <tr> <td><input type="checkbox"/> Actuarial Memorandum</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Other _____</td> <td></td> </tr> </table>	<input type="checkbox"/> Articles of Incorporation	<input type="checkbox"/> Third Party Authorization	<input type="checkbox"/> Association Bylaws	<input type="checkbox"/> Trust Agreements	<input type="checkbox"/> Statement of Variability	<input type="checkbox"/> Certifications	<input type="checkbox"/> Actuarial Memorandum		<input type="checkbox"/> Other _____	
<input type="checkbox"/> Articles of Incorporation	<input type="checkbox"/> Third Party Authorization											
<input type="checkbox"/> Association Bylaws	<input type="checkbox"/> Trust Agreements											
<input type="checkbox"/> Statement of Variability	<input type="checkbox"/> Certifications											
<input type="checkbox"/> Actuarial Memorandum												
<input type="checkbox"/> Other _____												

12.	Filing Submission Date	
13	Filing Fee (If required)	Amount _____ Check Date _____ Retaliatory <input type="checkbox"/> Yes <input type="checkbox"/> No Check Number _____
14.	Date of Domiciliary Approval	
15.	Filing Description:	

16.	Certification (If required)	
<p>I HEREBY CERTIFY that I have reviewed the applicable filing requirements for this filing, and the filing complies with all applicable statutory and regulatory provisions for the state of _____.</p> <p>Print Name _____ Title _____</p> <p>Signature _____ Date: _____</p>		

17.	Form Filing Attachment
This filing transmittal is part of company tracking number	
This filing corresponds to rate filing company tracking number	

	Document Name	Form Number		Replaced Form Number
	Description			Previous State Filing Number
01			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
02			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
03			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
04			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
05			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
06			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
07			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
08			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
09			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
10			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	

LH FFA-1

18.		Rate Filing Attachment		
This filing transmittal is part of company tracking number				
This filing corresponds to form filing company tracking number				
Overall percentage rate indication (when applicable)				
Overall percentage rate impact for this filing		%		
	Document Name	Affected Form Numbers		Previous State Filing Number
	Description			
01			<input type="checkbox"/> New <input type="checkbox"/> Revised Request + ___% - ___% <input type="checkbox"/> Other _____	
02			<input type="checkbox"/> New <input type="checkbox"/> Revised Request + ___% - ___% <input type="checkbox"/> Other _____	
03			<input type="checkbox"/> New <input type="checkbox"/> Revised Request + ___% - ___% <input type="checkbox"/> Other _____	
04			<input type="checkbox"/> New <input type="checkbox"/> Revised Request + ___% - ___% <input type="checkbox"/> Other _____	
05			<input type="checkbox"/> New <input type="checkbox"/> Revised Request + ___% - ___% <input type="checkbox"/> Other _____	
06			<input type="checkbox"/> New <input type="checkbox"/> Revised Request + ___% - ___% <input type="checkbox"/> Other _____	
07			<input type="checkbox"/> New <input type="checkbox"/> Revised Request + ___% - ___% <input type="checkbox"/> Other _____	
08			<input type="checkbox"/> New <input type="checkbox"/> Revised Request + ___% - ___% <input type="checkbox"/> Other _____	
09			<input type="checkbox"/> New <input type="checkbox"/> Revised Request + ___% - ___% <input type="checkbox"/> Other _____	
10			<input type="checkbox"/> New <input type="checkbox"/> Revised Request + ___% - ___% <input type="checkbox"/> Other _____	

LH RFA-1