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Standard Insurance Company

A Stock Life Insurance Company
1100 SW Sixth Avenue
Portland, Oregon 97204
(800) 247-6888

SINGLE PREMIUM DEFERRED INDEX ANNUITY CONTRACT

Owner(s):	JOHN DOE
Contract Number:	00A8000260
Annuitant(s):	JOHN DOE

The consideration for the Contract is: (a) the application; and (b) the payment of the initial premium as provided herein. The application is attached to and made part of the Contract.

We will provide annuity benefits on the Annuity Date according to the terms of the Contract if the Annuitant(s) and the Owner(s), if other than the Annuitant(s), are living on such date. We will provide death benefits according to the terms of the Contract if death of any Owner occurs before the Annuity Date.

For purposes of effective dates and ending dates under the Contract, all days begin and end at 12:00 midnight at the Owner's address as designated by the applicant.

All provisions on this and the following pages are part of the Contract. "You" and "your" mean the Owner(s). "We," "us" and "our" mean Standard Insurance Company. Other defined terms appear with their initial letters capitalized. Section headings, and references to them, appear in **bold type**.

Right to Return the Contract.

The Contract may be returned for any reason within 30 days after the Owner(s) receives it. The Contract must be returned to: (a) the agent who sold it; (b) any of our agency offices; or (c) our home office. The Contract will be void and considered never in force. Any premium paid for the Contract will be refunded, less any prior partial surrender(s).

Read Your Contract Carefully.

The Contract is a legal contract between you and us. Please read your Contract carefully.

STANDARD INSURANCE COMPANY

By



J. Greg Ness
President



Holley Y. Franklin
Corporate Secretary

Cash surrender values may increase or decrease based on the index features of this Contract. While Contract values may be affected by an external index, the Contract does not directly participate in any stock, bond or equity investments.

Non-participating.

This is a non-participating single premium deferred index annuity Contract. It does not share in dividends. **Upon your written request, we will provide factual information about the Contract's benefits and provisions within a reasonable time.**

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CONTRACT DATA

This section contains many of the features of your Single Premium Deferred Index Annuity Contract. Other provisions appear in: (a) other sections; or (b) attached Contract amendments, riders or endorsements. For full details, please refer to the text of each: (a) section; (b) amendment; (c) rider; or (d) endorsement.

General Contract Information

Contract Number:	00A8000260
Owner(s):	JOHN DOE
Annuitant(s):	JOHN DOE
(Older) Annuitant's Age at Issue:	65
Contract Effective Date:	September 1, 2007
Annuity Date*:	September 1, 2037
Initial Premium**:	\$100,000.00
Contract Guaranteed Minimum Interest Rate:	2.75%

Additional Riders:

Annual Point-To-Point Index Interest Account Rider; R-ANNPTP-B20(6/05)
Index Annuity Terminal Condition Benefit Rider; R-TCB-IA(6/05)
Index Annuity Nursing Home Benefit Rider; R-NHB-IA(6/05)
Index Annuity Ten Percent (10%) Annuity Fund Value Rider; R-TEN-IA(6/05)

*The Annuity Date is: (a) the Contract Anniversary nearest the Annuitant's 95th birthday, or the Contract Anniversary nearest the older Annuitant's 95th birthday if there are joint Annuitants; or (b) the tenth Contract Anniversary; whichever is later. You may elect to begin payment of annuity benefits under the Contract at any time while the Contract is in force (see **Payment of Annuity Benefits**).

Additional premium may be paid for up to the first 90 days after the Contract Effective Date provided such premium is noted on the application (see **Premium).

Initial Account Allocation Percentage

Fixed Interest Account:	50.00%
Annual Point-To-Point Index Interest Account:	50.00%
Total:	100%

Surrender Charges

Contract Year	Surrender Charge Percentage
First	9%
Second	8%
Third	7%
Fourth	6%
Fifth	5%
Sixth	4%
Seventh	2%
Thereafter	None

Value of the Annuity Fund

The value of the annuity fund equals:

1. The initial premium; plus
 2. Additional premium: (a) as noted on the application; and (b) paid after the Contract Effective Date; plus
 3. Interest credited to the accounts; less
 4. Amounts surrendered; less
 5. Surrender charges, as applicable; less
 6. Premium tax, if applicable.
-

Fixed Interest Account

Initial Fixed Interest Account Premium: \$50,000.00

Initial Guaranteed Effective Annual Interest Rate:

Initial Premium:

3.70% for the first Contract Year

Additional Premium After
The Contract Effective Date:

The interest rate in effect on the date we
receive the premium payment.

Guaranteed Fixed Interest

Account Minimum Annual Interest Rate:

The interest rate may change after the initial
interest guarantee period of one year.
However, the guaranteed fixed interest
account minimum annual interest rate will
not be less than 3.00%.

Fixed Interest Account Value.

The value of the fixed interest account equals:

1. The amount of the initial premium allocated to the fixed interest account; plus
2. Additional premium paid after the Contract Effective Date allocated to the fixed interest account; plus
3. Interest credited to the fixed interest account; plus
4. Amounts reallocated from other accounts; less
5. Amounts surrendered from the fixed interest account; less
6. Surrender charges, as applicable; less
7. Amounts reallocated to other accounts; less
8. Premium tax, if applicable.

Index Interest Account(s)

The Contract provides for one or more index interest accounts. Each index interest account may have its own: (a) Index Term; and (b) Index Value. We reserve the right to: (a) add one or more index interest accounts; and (b) stop offering one or more index interest accounts after the end of the surrender period. We will provide you with at least 30 days Written Notice of our intent to stop offering an index interest account.

Index Interest Account Value.

The value of each index interest account equals:

1. The amount of the initial premium allocated to the index interest account; plus
2. Additional premium paid after the Contract Effective Date allocated to the index interest account; plus
3. Interest credited to the index interest account; plus
4. Amounts reallocated from other accounts; less
5. Amounts surrendered from the index interest account; less
6. Surrender charges, as applicable; less
7. Amounts reallocated to other accounts; less
8. Premium tax, if applicable.

Annual Point-To-Point Index Interest Account

R-ANNPTP-B20(6/05)

Initial Index Interest Account Premium:	\$50,000.00
Initial Index Rate Cap:	8.75%
Initial Account Allocation Date:	September 15, 2007
Initial Participation Rate:	100%
Bailout Index Rate:	6.75%

Table of Values

End Of Contract Year	Annuity Value	Surrender Value	Effective Rate Of Return
1	\$101,850	\$94,427	-5.57%
2	\$103,406	\$97,974	-1.02%
3	\$105,008	\$101,645	0.55%
4	\$106,658	\$105,443	1.33%
5	\$108,358	\$109,374	1.81%
6	\$110,108	\$113,440	2.12%
7	\$111,912	\$118,737	2.48%
8	\$113,769	\$124,238	2.75%
9	\$115,682	\$127,655	2.75%
10	\$117,652	\$131,165	2.75%
11	\$119,682	\$134,772	2.75%
12	\$121,773	\$138,478	2.75%
13	\$123,926	\$142,287	2.75%
14	\$126,143	\$146,199	2.75%
15	\$128,428	\$150,220	2.75%
16	\$130,781	\$154,351	2.75%
17	\$133,204	\$158,596	2.75%
18	\$135,700	\$162,957	2.75%
19	\$138,271	\$167,438	2.75%
20	\$140,919	\$172,043	2.75%

Values are based on:

- (a) the initial premium;
- (b) the initial account allocation percentages;
- (c) interest rates; and
- (d) the surrender charge percentages.

Values assume:

- (a) no premium is paid after the initial premium;
- (b) no index interest is credited to funds in the index interest account;
- (c) use of the guaranteed fixed interest account minimum annual interest rate after the first Contract Year for funds in the fixed interest account;
- (d) no partial surrenders are made; and
- (e) no account reallocations.

The effective rate of return is calculated from the Contract Effective Date through the end of the applicable Contract Year. The actual values and rates for the Contract will differ from those shown, depending on actual: (a) partial surrenders; (b) interest credited; and (c) account reallocations.

DEFINITIONS

Account Allocation Date.

The date on which funds are allocated to an account while the Contract is in force.

Annuitant.

The person on whose life the amount and duration of annuity benefits are based. A joint Annuitant is a second person on whose life the amount and duration of annuity benefits may be based. The Annuitant(s) is named on the Contract cover and in **Contract Data**.

Annuity Date.

The date annuity benefits start. See **Contract Data**.

Contract.

The single premium deferred index annuity Contract: (a) issued by us to the Owner; and (b) identified by the Contract Number.

Contract Anniversary.

The anniversary of the Contract Effective Date occurring each year the Contract remains in force.

Contract Year.

The 12-month period measured from the Contract Effective Date and each 12-month period thereafter.

Index.

The index used to determine the interest for an index interest account. If an index is discontinued, or if its calculation substantially changes, we will select an alternative index and notify you. The change of index is subject to regulatory approval where required.

Index Change.

The change in Index Values used to determine the interest to be credited to the funds in the index interest account(s).

Index Term.

The time period over which change in the index will be measured. The initial Index Term begins on the Initial Account Allocation Date applicable to the index interest account(s). See **Contract Data**.

Index Value.

The closing value of the applicable index. If an index value is not published for a particular day, we will use the index value for the immediately preceding day for which an index value is published.

Owner.

The person(s) or entity to whom the Contract is issued. The Owner is named on the Contract cover and in **Contract Data**.

Participation Rate.

The percentage of the Index Change used to determine the interest to be credited to the funds in the index interest account(s).

Written Notice.

Any Written Notice required under the Contract. Such notice by you must be signed by the Owner (or both Owners in the case of joint Owners) and delivered to us at our home office, unless we inform you otherwise. Any required Written Notice by the Annuitant must be signed by the Annuitant (or both Annuitants in the case of joint Annuitants) and delivered to us at our home office, unless we inform the Annuitant(s) otherwise. Such notice by us will be sent to you at the last known address on our records. You must notify us of any address changes. We are not liable for any action taken by us prior to our receipt of Written Notice.

ANNUITY FUND

Premium.

Premium must be paid to us at our home office. Generally, you pay a single premium.

You may pay additional premium during a limited time period after the Contract Effective Date. See **Contract Data**. Information about your intent to pay additional premium during the limited period is required on the application. No additional premium will be accepted by us other than the premium noted on the application.

Total premium may not exceed \$1,000,000 without prior home office approval.

Note: If a check for the initial premium is not honored when first presented for payment, the Contract is void and considered never in force.

Premium Tax.

Premium tax is imposed on annuities in some states. If a premium tax is assessed when the premium is paid, we will deduct it from the premium payment. If a premium tax is assessed any other time, we will deduct it from the benefit payable or the amount surrendered, as applicable.

Value of the Annuity Fund.

The value of the annuity fund is the amount available to provide benefits under the Contract. The value of the annuity fund is determined as shown in **Contract Data**.

Credited Interest.

Fixed Interest Account.

We will credit interest to the fixed interest account each day.

The initial premium allocated to the fixed interest account will be credited with the initial guaranteed effective annual interest rate shown in **Contract Data**. We reserve the right to credit each additional premium paid after the Contract Effective Date and allocated to the fixed interest account with a different guaranteed effective annual interest rate.

After the initial guaranteed period ends, the annual interest rate may change. However, the annual interest rate credited to the fixed interest account will never be less than the guaranteed minimum fixed interest account annual interest rate shown in **Contract Data**.

Index Interest Account.

We will credit interest to the funds in the index interest account(s) at the end of each applicable Index Term. Unless otherwise allowed in specific instances under the terms of the Contract, no interest will be credited to the funds withdrawn before the end of the applicable Index Term from the index interest account(s). The interest credited will be subject to the applicable Index Rate Cap and Participation Rate, if any. If the Index Change is zero or less for an Index Term, no interest will be credited to the applicable index interest account(s).

ACCOUNT ALLOCATION

Premium paid after the Contract Effective Date will be allocated according to the account allocation percentages you identify on the application. The initial account allocation percentages are shown in **Contract Data**. You must have at least \$2,000 in any index interest account to which you have allocated funds.

For the fixed interest account: (a) the initial Account Allocation Date for initial premium is the Contract Effective Date; and (b) the Account Allocation Date for premium paid after the Contract Effective Date is the date we receive the premium. Account Allocation Dates thereafter are the first day of each Index Term.

For an index interest account: See **Contract Data** for the initial Account Allocation Date. Account Allocation Dates thereafter are the first day of each Index Term.

You may elect to reallocate funds among eligible accounts as of an Account Allocation Date that applies to an index interest account. Funds may not be reallocated at any other time. To reallocate funds we must receive Written Notice of your reallocation request at our home office no later than two days before the Account Allocation Date applicable to the eligible index interest account(s). At least \$2,000 must remain in any index interest account in which you have allocated funds.

The effective date of any reallocation will be the first day of the new Index Term.

An eligible account is: (a) any index interest account for which a new Index Term has begun; and (b) the fixed interest account.

If we do not receive Written Notice of your reallocation request two or more days before the beginning of the Index Term of an eligible index interest account, funds will remain in the current accounts unless we cease to offer an index interest account in which you have funds.

We reserve the right to reallocate funds into the fixed interest account if: (a) we cease to offer an index interest account in which you have funds; and (b) we do not receive Written Notice of your reallocation request with respect to such index interest account at our home office two or more days before the Account Allocation Date. We will inform you of any such reallocation.

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BENEFIT PROVISIONS

Annuity Benefits

Payment of Annuity Benefits.

Annuity benefits are paid to the Owner(s). Payment of annuity benefits will begin if:

1. An Annuitant is alive on the Annuity Date;
2. No payment of death benefits has begun; and
3. The payment option has been selected and we have approved the choice.

Subject to the Internal Revenue Code of 1986, as amended, you may elect to defer payment of annuity benefits upon Written Notice to us.

You may elect to begin payment of annuity benefits under the Contract at any time while the Contract is in force provided:

1. No payment of death benefits has begun; and
2. The Contract, or lost contract statement, is returned to us.

Annuity Benefit Amount.

The annuity benefit will be: (a) the value of the annuity fund on the Annuity Date; or (b) the minimum surrender value as of the Annuity Date (see **Total Surrender**); whichever is greater. If, for any reason, we have not begun payments within 30 days after the Annuity Date, we will credit interest to the annuity fund from the Annuity Date to the date of payment. We will credit such interest at the rate currently in effect or the rate required by law, whichever is greater.

Surrender Benefits

Total Surrender.

You may surrender the Contract during any Annuitant's lifetime on or before the Annuity Date. To surrender the Contract, you must:

1. Provide us with Written Notice of: (a) your intent to surrender the Contract; and (b) your choice of a lump-sum surrender or other payment option chosen by you. See **Payment Options**.
2. Return the Contract, or lost contract statement, to us.

The total surrender value equals: (a) the value of the annuity fund, less the sum of applicable (i) surrender charges, (ii) fees, and (iii) premium taxes; (b) the minimum surrender value; whichever is greater.

The minimum surrender value equals: (a) the amount determined as follows:

1. 100% of premium; less
2. Prior partial surrenders (including applicable surrender charges and premium taxes); accumulated at
3. The Contract Guaranteed Minimum Interest Rate (see **Contract Data**).

less (b) surrender charges and premium taxes applied to the amount determined from 1, 2 and 3 above.

If the value of the annuity fund is less than \$5,000, we will pay the benefit in a lump sum.

Partial Surrender.

You may request a partial surrender of the Contract during any Annuitant's lifetime on or before the Annuity Date, subject to the following:

1. No payment may be less than \$500.
2. The value of the annuity fund remaining after payment of the partial surrender may not be less than \$2,000.

You must provide us with Written Notice of the amount you wish to surrender. The partial surrender benefit will be reduced by surrender charges, as applicable. Partial surrenders are first paid from the fixed interest account. Any remaining partial surrender to be paid after the fixed interest account has been exhausted will be paid from the index interest account(s) you identify in your request for a partial surrender. If you have not identified any specific index interest account(s) in your request for a partial surrender, we reserve the right to select the index interest account from which to pay the partial surrender. We will pay the benefit in a lump sum or according to the payment option you select.

Surrender Charge.

We will reduce any amount you surrender by a surrender charge, as applicable. The amount of the surrender charge equals: (a) the amount to be surrendered; times (b) the surrender charge percentage applicable to the Contract Year in which the surrender occurs. See **Contract Data** for the surrender charge percentages.

There will be no surrender charge in the following instances:

1. For a surrender occurring after the end of the last Contract Year in which surrender charges are applied. See **Contract Data**.
2. On a total surrender for which you have chosen with us: (a) a lifetime payment option; or (b) a period certain of at least five years. Note: Any other payment option will result in a surrender charge, as applicable.
3. On payment of a death benefit.

Deferral.

Subject to regulatory approval, we may defer payment of a total or partial surrender for up to six months. If we are going to make such deferral, we will notify you in writing. If we defer such payments for more than 30 days, we will credit interest to the deferred payment from the date of the deferral to the date of payment. We will credit such interest at the rate currently in effect or the rate required by law, whichever is greater.

Death Benefits

Death of Owner.

We will pay a death benefit if: (a) any Owner dies before the Annuity Date; or (b) you are a non-natural Owner (e.g. corporation or trust) and any Annuitant dies before the Annuity Date. The death benefit will be paid as follows:

1. To the surviving joint Owner, if any; otherwise
2. To the Beneficiary, if living; otherwise
3. To your estate, if you are a natural Owner; otherwise
4. To the Annuitant's estate if you are a non-natural Owner.

Any instructions or designations of the prior Owner(s) will continue unless changed in accordance with the terms of the Contract by the succeeding Owner(s). The death benefit will be paid under **Restriction of Choice**.

Death of Annuitant.

No death benefit is payable upon death of an Annuitant before the Annuity Date unless the Owner is a non-natural Owner. See **Death of Owner**.

Amount of Death Benefit.

The amount of the death benefit equals: (a) the value of the annuity fund as of the date of death; or (b) the minimum surrender value as of the date of death (see **Total Surrender**); whichever is greater. Surrender charges do not apply to the death benefit.

The amount of the death benefit paid from the index interest account(s) will be credited with its pro-rata share of interest, subject to any Index Rate Cap or Participation Rate shown in **Contract Data**.

Assignment of Ownership; Payment of Death Benefit.

We must receive proof of death satisfactory to us in order to: (a) assign ownership; or (b) pay a death benefit. Also, in order to pay a death benefit, the Contract, or lost contract statement, must be returned to us.

Payment of the death benefit will be made in a lump sum or under the payment option chosen by you. See **Payment Options**. If you did not choose a payment option before the date of your death, the surviving joint Owner or Beneficiary must choose a payment option within 60 days of the date of death. If no payment option has been chosen within 60 days after the date of death, we will make payments under the "ten years certain and life" payment option. However:

1. See **Restriction of Choice** for payment options regulated under the Internal Revenue Code, where applicable.
2. If the death benefit or entire interest in the Contract is less than \$5,000, payment will be in a lump sum.

If, for any reason, we have not begun payments within 30 days after the date of death, we will credit interest to the annuity fund from the date of death to the date of payment. We will credit such interest at the rate currently credited or the rate required by law, whichever is greater.

Restriction of Choice.

A chosen payment option may be restricted or modified according to the Internal Revenue Code Section 72(s), if:

1. You are a natural Owner and die before the Annuity Date; or
2. You are a non-natural Owner and any Annuitant dies before the Annuity Date.

In either case the total death benefit or the entire interest in the Contract must be paid within five years after the date of death, except as follows:

1. If your spouse is the joint Owner, the Contract may be continued.
2. If: (a) there is no surviving joint Owner; and (b) your spouse is the Beneficiary; then (c) the Contract may be continued as though the spouse were the Owner.
3. If your spouse is not the Beneficiary, the non-spouse Beneficiary may elect to have payments distributed over the lifetime of the Beneficiary, provided:
 - a. Payments are not to extend beyond the Beneficiary's life expectancy; and
 - b. Payments begin within one year after the date of death.

Unless otherwise permitted under the Internal Revenue Code of 1986, as amended, if you die after payment of annuity benefits has begun, the remaining portion of your annuity benefits, if any, will be paid at least as rapidly as under the method of payment being used as of the date of your death.

For purposes of this **Restriction of Choice** section, if: (a) the Owner is a non-natural Owner; and (b) any Annuitant dies; then (c) such Annuitant will be treated as the Owner.

Beneficiary.

Beneficiary means a person or entity you name to receive death benefits. You may name one or more Beneficiaries.

You may name or change Beneficiaries and you may provide for more than one class of Beneficiary at any time by providing us with a written designation. A Beneficiary designated as irrevocable may not be changed without the written consent of that Beneficiary. Your designation:

1. Must be dated and signed by you.
2. Must be delivered to us while: (a) the Contract is in force; and (b) you are living.
3. Will take effect on the date you signed your designation.

A change in Beneficiary is subject to our approval. We are not liable for any action taken by us prior to our approval.

We will pay death benefits to the Beneficiary(ies) in the highest class in which there is a surviving Beneficiary. If you name two or more Beneficiaries in a class:

1. Two or more surviving Beneficiaries will share equally, unless you provide for unequal shares.
2. If you provide for unequal shares in a class and two or more Beneficiaries in that class survive, we will pay each surviving Beneficiary the applicable designated share. Unless you provide otherwise, we will pay shares otherwise due to any deceased Beneficiary(ies) to the surviving Beneficiaries pro rata based on the relationship: (a) the proportionate share of each surviving Beneficiary; bears to (b) the total shares of all surviving Beneficiaries in that class.
3. If only one Beneficiary in a class survives, we will pay the total death benefits to that Beneficiary.

Surviving Beneficiary.

The Beneficiary must survive you by at least 15 days in order to receive death benefits. If a Beneficiary dies on the same day you die, or before the end of the 15-day period from your date of death, benefits will be paid as if that Beneficiary had died before you.

No Surviving Beneficiary.

If: (a) death benefits are payable to a Beneficiary; and (b) there is no designated Beneficiary; or (c) there is no surviving Beneficiary:

1. Benefits will be paid to your estate; or
2. If you are a non-natural Owner, benefits will be paid to: (a) the Annuitant's estate; and (b) the joint Annuitant's estate, if any.

Payment in Advance.

A Beneficiary may not commute, encumber, alienate, or assign any payments under the Contract before they are due. Also, no payments will be subject to the debts, contracts, or engagements of the Beneficiary unless: (a) such payment complies with applicable state and federal law; and (b) we have provided you with prior Written Notice of our consent. However, a Beneficiary who is also the Owner has all rights as Owner under the Contract.

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PAYMENT OPTIONS PROVISIONS

Payment Options.

You may choose amounts to be paid on a monthly, quarterly, semi-annual or annual mode by providing us with Written Notice of such payment mode before payments begin. The following payment options are available under the Contract. If, at the time of selection, we offer the payment option on a more favorable basis, we will provide the payment option that results in the higher benefits.

Option 1: Installment Option.

We will pay equal modal benefit payments for a period that you select. If you die before the benefit is completely paid, we will continue the modal payments for the balance of the period to: (a) the joint Owner, if any; or (b) the Beneficiary.

Option 2: Life Income Options.

Life Only with No Period Certain.

We will pay equal modal benefit payments while the Annuitant is living. Payments will automatically cease upon the death of the Annuitant.

Five Years Certain and Life.

We will pay equal modal benefit payments for a five-year period. If the Annuitant is living at the end of that five-year period, we will continue modal benefit payments for the life of the Annuitant. If the Annuitant dies before that five-year period ends: (a) we will continue modal benefit payments for the balance of the five-year period; and (b) no further payments will be made beyond the end of the five-year period.

Ten Years Certain and Life.

We will pay equal modal benefit payments for a ten-year period. If the Annuitant is living at the end of that ten-year period, we will continue modal benefit payments for the life of the Annuitant. If the Annuitant dies before that ten-year period ends: (a) we will continue modal benefit payments for the balance of the ten-year period; and (b) no further payments will be made beyond the end of the ten-year period.

Option 3: Joint and Survivor.

We will pay equal modal benefit payments while both joint Annuitants are living. Upon the death of one Annuitant, we will continue modal payments for the life of the surviving Annuitant. The modal benefit payments will be either: (a) the same as the initial modal payments (joint and 100% survivor); or (b) two-thirds of the amount of the initial modal payments; as elected by you in a Written Notice provided to us before payments begin. If you elect the "joint and 100% survivor" option, you may also add a "period certain" option of 10 or 20 years. If: (a) the joint Annuitants die simultaneously; or (b) the order of death cannot be determined; then (c) each Annuitant will be treated as if that Annuitant predeceased the other for purposes of this option.

Option 4: Lump Sum.

We will pay benefits in one lump sum.

Other options may be available, subject to our approval.

Choice of Payment Option.

Choice of payment option may be as follows:

Owner's Choice.

You may choose or change a payment option by sending us Written Notice: (a) before payments begin; and (b) while the Contract is in force.

Choice by Default.

If we have not received Written Notice of the payment option before payments begin and while the Contract is in force, the "ten years certain and life" payment option will automatically become effective. If there are joint Annuitants, the "joint and 100% survivor with ten years certain" payment option will automatically become effective.

Restriction of Choice.

If the value of the annuity fund is less than \$5,000, we will pay the benefit in a lump sum.

The choice of payment option may be restricted or modified to comply with the Internal Revenue Code and Regulations.

Illustrated Tables.

See **Payment Options Tables** for the illustrated payment options. The figures are based on an effective annual interest rate equal to the Contract Guaranteed Minimum Interest Rate (see **Contract Data**).

Required Information.

We require proof satisfactory to us of the Annuitant's age and gender before the first payment is made under a payment option involving lifetime benefits.

Supplementary Contract.

Once a benefit becomes payable and the choice of payment option has been determined, we will issue a supplementary contract in exchange for the Contract. The supplementary contract will: (a) describe the payment schedule; (b) name the person(s) to whom benefits are payable; (c) name the Annuitant(s); and (d) name the Beneficiary(ies).

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OWNER PROVISIONS

Rights of Owner.

Subject to the rights of any assignee under an assignment filed with us, you may exercise all rights and privileges under the Contract, including transfer of ownership, provided you exercise such rights:

1. Before the Annuity Date; and
2. While you and any Annuitant are living.

Any change to the Contract must be signed by the Owner(s). A change of Owner must be approved by us.

Joint Owners.

Two natural persons may be named as joint Owners. The joint Owners are shown in **Contract Data**. Joint Owners own the Contract as joint tenants with rights of survivorship. While both joint Owners are alive, any Written Notice provided to us must be signed by both Owners.

Assignment.

You may assign the Contract by providing us Written Notice of your assignment. We may require the return of the Contract for us to record the assignment. An assignment will not affect any payment we made or actions taken before we receive and approve your assignment. We are not responsible for the validity of any assignment. Any assignment must include written consent by the joint Owner and irrevocable Beneficiary, if any.

An assignment will make the assignee the new Owner of the Contract. An assignment affects only your ownership of the Contract and does not change the Annuitant or the Beneficiary. However, a collateral assignment will not make the collateral assignee the new Owner.

Payment in Advance.

An Owner may not commute, encumber, alienate or assign any payments under the Contract before they are due. Also, no payments will be subject to the debts, contracts or engagements of any Owner unless: (a) such payment complies with applicable state and federal law; and (b) we have provided you with prior Written Notice of our consent.

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ANNUITANT PROVISIONS

Named Annuitant.

You must name at least one Annuitant under the Contract. You must name a new Annuitant if: (a) the last Annuitant dies before the Annuity Date; and (b) the Contract is in force. If: (a) the last Annuitant dies before the Annuity Date; and (b) no new Annuitant is named; then (c) the Owner will become the Annuitant. With respect to a new Annuitant, the Annuity Date:

1. May stay the same or be changed to an earlier date; but
2. May not be changed to a later date.

The Annuity Date will automatically stay the same unless you provide us Written Notice of your intent to change the Annuity Date to an earlier date.

Change of Annuitant.

Except as noted in **Named Annuitant** above, the Annuitant(s) may not be changed unless:

1. The Annuitant is also an Owner and dies, and there is a surviving spouse. In such case, your surviving spouse will automatically become the Owner/Annuitant provided: (a) there is no surviving Owner; and (b) such spouse is also the designated Beneficiary. The Annuity Date for the surviving spouse will be determined using the later of:
 - a. Your birth date.
 - b. Your spouse's birth date.
2. The Owner(s) is a natural person and the Annuitant: (a) dies before the Annuity Date; and (b) is not the Owner's spouse. In such case the Annuity Date:
 - a. May stay the same or be changed to an earlier date; but
 - b. May not be changed to a later date.

The Annuity Date will automatically stay the same unless you provide us Written Notice of your intent to change the Annuity Date to an earlier date.

The Annuitant(s) may not be changed on or after the Annuity Date.

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GENERAL PROVISIONS

Entire Contract; Changes.

The following constitute the entire Contract between the parties: (a) the Contract and all attachments, including any amendments, riders, endorsements; and (b) the application and any application supplements. The application and any application supplements are attached to the Contract when issued. The Contract may be changed in whole or in part. However, no one, including an agent, has the authority to change or waive any part of the Contract unless: (a) it is approved in advance and in writing by our President and Corporate Secretary; and (b) it is given to the Owner(s) for acceptance and attachment to the Contract.

Contract.

The Contract takes effect on the Contract Effective Date and will remain in force until canceled or otherwise terminated. The Contract will be canceled automatically on the Annuity Date unless you defer payment of annuity benefits. The canceled Contract will be replaced by a supplementary contract unless you choose payment of a single lump sum. It may be terminated before the Annuity Date by: (a) total surrender (see **Surrender Benefits**); or (b) payment of death benefits (see **Death Benefits**).

Premium; Credited Interest.

The initial premium, any additional premium, and any interest credited to your annuity fund under the Contract become part of our general corporate funds.

Conformity with State Laws.

Any provision of the Contract that, on its effective date, conflicts with the laws of the state in which the application is taken, is amended to meet the minimum requirements of such laws. The state law where the application for the Contract is taken supersedes any conflicting laws of any other state where the Owner(s) may live on or after the Contract Effective Date.

Time Limits on Legal Actions.

No action at law or in equity may be brought until 60 days after we receive proof of entitlement to benefits. No such action may be brought more than three years after the earlier of:

1. The date we receive proof of entitlement to benefits.
2. The time within which proof of entitlement to benefits is required to be given.

Misstatement.

All statements made in the application and any application supplement, in the absence of fraud, are deemed representations and not warranties. If age or gender of an Owner or Annuitant has been misstated, we will make an equitable adjustment of benefits. If we have underpaid any benefits:

1. We will pay the underpaid amount in full with the next benefit payment; or
2. In the case of a single lump sum payment having been underpaid, we will pay the underpaid amount in full within 30 days of our determination of the underpayment.

If we have overpaid any benefits:

1. We will deduct the overpaid amount from future benefit payments until we are paid in full; or
2. In the case of: (a) the total of future benefit payments not being sufficient to cover the overpayment; or (b) a single lump sum payment having been overpaid; then (c) you must repay us the amount of the overpayment within 30 days of our Written Notice to you of the amount of the overpayment.

The interest rate applicable to overpayment and underpayment amounts will be based on the interest rate credited to the annuity fund during the period of the misstatement. However, the interest rate will not exceed the maximum interest rate allowed by law.

Incontestability.

Subject to **Misstatement**, the Contract is incontestable after the Contract has been in force for two years during your lifetime after the Contract Effective Date.

Notice.

No changes, assignments and requests will affect us unless:

1. They have been signed by the Owner(s);
2. We have received them at our home office; and
3. Where required, we have approved them.

Reports.

Each Contract Year while the Contract is in force we will provide you with a report. The report will include:

1. The dates of the reporting period.
2. The value of the annuity fund at the beginning and at the end of the reporting period.
3. The interest credited.
4. Any partial surrenders and surrender charges.
5. Any other values that may be required by the laws of the state where application for the Contract was taken.

Minimum Values.

Annuity benefits, surrender benefits, death benefits and nonforfeiture values that may be available under the Contract will not be less than the minimum benefits and values required by law.

Effect of Internal Revenue Code.

The Contract is intended to comply with: (a) the requirements of the Internal Revenue Code of 1986, as amended; and (b) all applicable Regulations ("Code"). In the event of any conflict between the Contract and the Code, the Code will govern in order to maintain treatment of the Contract as an annuity under the Code.

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Payment Options Table

Installment Option
(Amounts are for each \$1,000 of proceeds.)

Number of Years	Monthly Payments	Number of Years	Monthly Payments	Number of Years	Monthly Payments
1	84.37	11	8.75	21	5.20
2	42.76	12	8.13	22	5.02
3	28.89	13	7.60	23	4.86
4	21.96	14	7.15	24	4.72
5	17.80	15	6.75	25	4.59
6	15.03	16	6.41	26	4.46
7	13.06	17	6.11	27	4.35
8	11.57	18	5.85	28	4.24
9	10.42	19	5.61	29	4.15
10	9.50	20	5.39	30	4.06

Life Income Option
(Amounts are for each \$1,000 of proceeds.)

Age of Payee at Nearest Birthday	Guaranteed Periods					
	None		5 Years		10 Years	
	Male	Female	Male	Female	Male	Female
50	3.93	3.68	3.93	3.68	3.91	3.67
51	4.00	3.74	4.00	3.74	3.97	3.73
52	4.08	3.80	4.07	3.80	4.04	3.79
53	4.15	3.87	4.14	3.87	4.11	3.85
54	4.24	3.94	4.22	3.93	4.19	3.92
55	4.32	4.01	4.31	4.01	4.27	3.99
56	4.41	4.09	4.40	4.08	4.36	4.06
57	4.51	4.17	4.49	4.16	4.44	4.14
58	4.61	4.26	4.59	4.25	4.54	4.22
59	4.72	4.35	4.70	4.34	4.64	4.31
60	4.83	4.45	4.81	4.44	4.74	4.40
61	4.96	4.55	4.93	4.54	4.85	4.50
62	5.09	4.66	5.06	4.65	4.97	4.60
63	5.23	4.78	5.20	4.76	5.09	4.70
64	5.38	4.90	5.34	4.89	5.22	4.82
65	5.54	5.04	5.50	5.02	5.35	4.94
66	5.71	5.18	5.66	5.16	5.49	5.07
67	5.90	5.34	5.84	5.30	5.63	5.20
68	6.09	5.50	6.02	5.46	5.78	5.34
69	6.30	5.68	6.21	5.63	5.94	5.49
70	6.52	5.87	6.42	5.82	6.10	5.65
73	7.28	6.54	7.11	6.45	6.60	6.16
76	8.20	7.38	7.91	7.22	7.13	6.74
79	9.33	8.45	8.84	8.16	7.66	7.34
82	10.71	9.82	9.89	9.28	8.15	7.93
85	12.38	11.54	11.03	10.54	8.57	8.44
88	14.40	13.69	12.21	11.87	8.91	8.83
91	16.81	16.22	13.39	13.14	9.16	9.12
93	18.67	18.10	14.14	13.92	9.29	9.25
95	20.77	20.14	14.86	14.64	9.38	9.36

Joint and Survivor Annuity Option
 (Amounts are for each \$1,000 of proceeds.)

Male Age 55			Male Age 60		
Female Age	Joint and Survivor Annuity	Joint and 2/3 Survivor Annuity	Female Age	Joint and Survivor Annuity	Joint and 2/3 Survivor Annuity
50	3.47	3.79	55	3.75	4.15
51	3.50	3.83	56	3.79	4.19
52	3.54	3.86	57	3.83	4.24
53	3.57	3.90	58	3.88	4.29
54	3.60	3.93	59	3.92	4.34
55	3.64	3.97	60	3.97	4.39
56	3.67	4.01	61	4.01	4.44
57	3.70	4.05	62	4.06	4.49
58	3.74	4.09	63	4.10	4.55
59	3.77	4.13	64	4.14	4.60

Male Age 65			Male Age 70		
Female Age	Joint and Survivor Annuity	Joint and 2/3 Survivor Annuity	Female Age	Joint and Survivor Annuity	Joint and 2/3 Survivor Annuity
60	4.11	4.63	65	4.61	5.28
61	4.17	4.69	66	4.69	5.36
62	4.23	4.75	67	4.77	5.45
63	4.29	4.82	68	4.86	5.54
64	4.35	4.89	69	4.94	5.64
65	4.41	4.95	70	5.02	5.74
66	4.47	5.03	71	5.11	5.84
67	4.53	5.10	72	5.19	5.94
68	4.59	5.17	73	5.28	6.05
69	4.65	5.25	74	5.36	6.16

Male Age 85			Male Age 95		
Female Age	Joint and Survivor Annuity	Joint and 2/3 Survivor Annuity	Female Age	Joint and Survivor Annuity	Joint and 2/3 Survivor Annuity
65	4.94	6.23	65	5.01	6.72
75	6.57	8.02	75	6.91	8.98
80	7.69	9.27	85	10.38	12.98
81	7.93	9.55	86	10.81	13.48
82	8.17	9.83	87	11.25	13.99
83	8.41	10.12	88	11.69	14.51
84	8.65	10.42	89	12.13	15.03
85	8.89	10.72	90	12.57	15.55
87	9.35	11.32	95	14.61	18.04
90	9.98	12.19	100	16.57	20.57

1. Amounts are based on your gender and age (nearest birthday) or those of your named Beneficiary (if applicable) at the time payments are to begin.
2. Basis for determining values: Annuity 2000 Mortality Table and annual interest equal to the Contract Guaranteed Minimum Interest Rate (see **Contract Data**).

Standard Insurance Company

A Stock Life Insurance Company
1100 SW Sixth Avenue
Portland, Oregon 97204
(800) 247-6888

ANNUAL POINT-TO-POINT INDEX ACCOUNT RIDER

Owner(s):	JOHN DOE
Contract Number:	00A8000260
Annuitant(s):	JOHN DOE
Rider Effective Date:	September 1, 2007
Index:	Standard & Poor's 500

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The Contract is amended to include the following provision:

Annual Point-To-Point Index Interest Account

Credited Interest.

We will credit interest to the funds in the annual point-to-point index interest account at the end of each Index Term while: (a) the Contract is in force; and (b) the Contract includes the annual point-to-point index interest account under this rider. The interest credited equals:

1. The Index Change, subject to any Index Rate Cap and Participation Rate shown in **Contract Data**; multiplied by
2. The annual point-to-point index interest account value as of the end of the Index Term.

If the Index Change is zero or less for an Index Term, no interest will be credited to the annual point-to-point index interest account.

Index Change.

The Index Change under this rider equals:

1. The Index Value as of the end of the Index Term; minus
2. The Index Value as of the beginning of the Index Term; divided by
3. The Index Value as of the beginning of the Index Term.

Index Rate Cap.

The Index Rate Cap under this rider is the maximum interest rate to be credited to the funds in the annual point-to-point index interest account at the end of an Index Term. The Initial Index Rate Cap for the annual point-to-point index interest account is shown in **Contract Data**. We may declare a new Index Rate Cap for each Index Term.

Bailout Index Rate.

The Bailout Index Rate under this rider is:

1. The Initial Index Rate Cap; minus
2. Two percent (2.00%).

If we declare an Index Rate Cap for the annual point-to-point index interest account below the Bailout Index Rate, we will waive surrender charges on any surrender of funds in the annual point-to-point index interest account during the period of time the Index Rate Cap is below the Bailout Index Rate.

Index Term.

The Index Term under this rider is: (a) the 12-month period following the Initial Index Allocation Date for the annual point-to-point index interest account (see **Contract Data**); and (b) each 12-month period thereafter.

PART OF CONTRACT — This rider is part of the Contract to which it is attached. All Contract terms will apply to this rider unless they: (a) have been changed by this rider; or (b) conflict with this rider.

STANDARD INSURANCE COMPANY
By



J. Greg Ness
President



Holley Y. Franklin
Corporate Secretary

Standard Insurance Company

A Stock Life Insurance Company
1100 SW Sixth Avenue
Portland, Oregon 97204
(800) 247-6888

INDEX ANNUITY TERMINAL CONDITION BENEFIT RIDER

The waiver of surrender charges due to a covered terminal condition under this rider may be taxable and may affect your eligibility for Medicaid or other government benefits or entitlements. You should consult your personal tax and/or legal advisor before you request a waiver of surrender charge under this rider.

Owner(s):	JOHN DOE
Contract Number:	00A8000260
Annuitant(s):	JOHN DOE
Rider Effective Date:	September 1, 2007

The Contract is amended as follows:

1. The **Definitions** section of the policy is amended to add the following definition:

Physician.

A licensed M.D. or D.O. acting within the scope of the license. Physician does not include: (a) you or your spouse; or (b) the brother, sister, parent, or child of either you or your spouse.

2. The **Benefit Provisions** section is amended to add the following provision:

Waiver of Surrender Charge Terminal Condition Benefit

Surrender Charge Waiver.

After the first Contract Year and while the Contract is in force, you may request a partial or total surrender of the value of the annuity fund without surrender charges if you provide proof satisfactory to us that:

1. You have a terminal condition as a result of an illness or physical condition that is reasonably expected to result in death within 12 months; and
2. The initial diagnosis of the terminal condition occurs after the end of the first Contract Year.

Proof satisfactory to us includes a written statement from a Physician verifying 1 and 2 above.

Credited Index Interest.

The amount(s) of any surrender paid under this rider from the index interest account(s) will be credited with its pro-rata share of interest, subject to any Index Rate Cap or Participation Rate shown in **Contract Data**.

PART OF CONTRACT — This rider is part of the Contract to which it is attached. All Contract terms will apply to this rider unless they: (a) have been changed by this rider; or (b) conflict with this rider.

STANDARD INSURANCE COMPANY

By



J. Greg Ness
President



Holley Y. Franklin
Corporate Secretary

Standard Insurance Company

A Stock Life Insurance Company
1100 SW Sixth Avenue
Portland, Oregon 97204
(800) 247-6888

INDEX ANNUITY NURSING HOME BENEFIT RIDER

The waiver of surrender charges due to a covered nursing home confinement under this rider may be taxable and may affect your eligibility for Medicaid or other government benefits or entitlements. You should consult your personal tax and/or legal advisor before you request a waiver of surrender charges under this rider.

Owner(s):	JOHN DOE
Contract Number:	00A8000260
Annuitant(s):	JOHN DOE
Rider Effective Date:	September 1, 2007

The Contract is amended as follows:

1. The **Definitions** section of the policy is amended to add the following definitions:

Nurse.

A: (a) registered nurse (RN); (b) licensed practical nurse (LPN); or (c) licensed vocational nurse (LVN); licensed in the state in which the Nursing Home is doing business.

Nursing Home.

A facility or part of a facility (such as a hospital or other clinical institution) that:

1. Has as its main function providing skilled, intermediate, or custodial care;
2. Is operated and licensed as a skilled nursing home or intermediate care facility according to the laws of the state in which it is doing business;
3. Provides 24-hour per day nursing care to at least three persons by, or supervised by, a Nurse on duty or on-call at all times;
4. Is supervised by a Physician; and
5. Keeps an ongoing medical record of each patient in accordance with generally-accepted professional standards and practices.

Nursing Home does not include a place used primarily for: (a) rest; (b) care and treatment of mental diseases or disorders, drug addiction or substance abuse, or alcoholism; or (c) day care. Nursing Home also does not include: (a) retirement homes or community living centers; (b) homes for the aged; and (c) facilities primarily affording custodial, educational or rehabilitative care.

Physician.

A licensed M.D. or D.O. acting within the scope of the license. Physician does not include: (a) you or your spouse; or (b) the brother, sister, parent, or child of either you or your spouse.

2. The **Benefit Provisions** section is amended to add the following provision:

Waiver of Surrender Charge Nursing Home Benefit

Surrender Charge Waiver.

After the first Contract Year and while the Contract is in force, you may request a partial or total surrender of the value of the annuity fund without surrender charges if you provide proof satisfactory to us that:

1. You are confined in a Nursing Home and have been continuously confined in the Nursing Home for at least 30 consecutive days just prior to your request; and
2. Your confinement in the Nursing Home began after the Rider Effective Date.

Proof satisfactory to us includes a written statement from a director or manager of the Nursing Home verifying 1 and 2 above.

Credited Index Interest.

The amount(s) of any surrender paid under this rider from the index interest account(s) will be credited with its pro-rata share of interest, subject to any Index Rate Cap or Participation Rate shown in **Contract Data**.

PART OF CONTRACT — This rider is part of the Contract to which it is attached. All Contract terms will apply to this rider unless they: (a) have been changed by this rider; or (b) conflict with this rider.

STANDARD INSURANCE COMPANY
By



J. Greg Ness
President



Holley Y. Franklin
Corporate Secretary

Standard Insurance Company

A Stock Life Insurance Company
1100 SW Sixth Avenue
Portland, Oregon 97204
(800) 247-6888

INDEX ANNUITY TEN PERCENT (10%) ANNUITY FUND VALUE RIDER

Owner(s):	JOHN DOE
Contract Number:	00A8000260
Annuitant(s):	JOHN DOE
Rider Effective Date:	September 1, 2007

The **Surrender Charge** provision of the **Surrender Benefits** section of the Contract is amended to provide that there will be no surrender charge:

1. On the amount of a total surrender that is equal to 10% of the value of the annuity fund at the time of the total surrender, provided the total surrender is the first surrender during the Contract Year.
2. On the amount of:
 - a. A partial surrender; or
 - b. A total surrender during a Contract Year in which a previous partial surrender has been made; that, when added to all prior partial surrenders in the current Contract Year, is equal to or less than 10% of the value of the annuity fund at the end of the preceding Contract Year.

With respect to a partial surrender, you are not eligible for the waiver of surrender charge feature under this rider during any Contract Year in which you are scheduled to receive: (a) a partial surrender of earned interest only; or (b) any other regularly scheduled partial surrender.

No interest will be credited to the funds paid prior to the end of the applicable Index Term from the index interest account(s).

During any Contract Year in which you use the waiver of surrender charge feature under this rider, you will not be eligible for a subsequent waiver of surrender charge privilege for: (a) a partial surrender of earned interest only; or (b) any other regularly scheduled partial surrender.

PART OF CONTRACT — This rider is part of the Contract to which it is attached. All Contract terms will apply to this rider unless they: (a) have been changed by this rider; or (b) conflict with this rider.

STANDARD INSURANCE COMPANY

By



J. Greg Ness
President



Holley Y. Franklin
Corporate Secretary

Standard Insurance Company

A Stock Life Insurance Company

1100 SW Sixth Avenue

Portland, Oregon 97204

(800) 247-6888

THIS IS A
SINGLE PREMIUM DEFERRED INDEX ANNUITY CONTRACT

Important Information

The Contract is a valuable asset.

Read it carefully and file it with your other important papers.

When writing to us please give the Annuity Contract Number and the Owner's full name and address. Contact our Customer Service Team at 1100 SW Sixth Avenue, Portland, Oregon 97204, Phone (800) 247-6888, or one of our agents for the following services:

- Information about the Contract.
- Preparing claims forms, or other notices, elections or requests.
- Examining any proposal to surrender the Contract – this is for your protection.
- Additional annuity or insurance services.

Upon your written request, we will provide factual information about the Contract's benefits and provisions within a reasonable time.

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