

SERFF Tracking Number: STAN-127701814 State: Arkansas  
Filing Company: Standard Insurance Company State Tracking Number: 50038  
Company Tracking Number: ISA5/7/10  
TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed  
Product Name: ISA5/7/10  
Project Name/Number: ISA5/7/10/

## Filing at a Glance

Company: Standard Insurance Company

Product Name: ISA5/7/10

TOI: A071 Individual Annuities - Special

Sub-TOI: A071.001 Equity Indexed

Filing Type: Form

SERFF Tr Num: STAN-127701814 State: Arkansas

SERFF Status: Closed-Approved-  
Closed State Tr Num: 50038

Co Tr Num: ISA5/7/10

State Status: Approved-Closed

Reviewer(s): Linda Bird

Authors: Bill Douglas, Diane  
Hodgman

Disposition Date: 11/17/2011

Date Submitted: 10/14/2011

Disposition Status: Approved-  
Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

## General Information

Project Name: ISA5/7/10

Project Number:

Requested Filing Mode: Review & Approval

Status of Filing in Domicile: Not Filed

Date Approved in Domicile:

Domicile Status Comments: We plan to add our  
domiciliary state of Oregon to our Interstate  
Compact filing when Oregon joins the Compact  
in January, 2012.

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Individual Market Type:

Overall Rate Impact:

Filing Status Changed: 11/17/2011

State Status Changed: 11/17/2011

Deemer Date:

Created By: Diane Hodgman

Submitted By: Diane Hodgman

Corresponding Filing Tracking Number:

Filing Description:

Re: Standard Insurance Company

NAIC No. 000-69019 FEIN No. 93-0242990

Individual Fixed Deferred Annuity

Individual Single Premium Deferred Index Annuity Contract Form No. SPDA-IA2(07/11)

Contract Data Form No. SPDA-ISA5(07/11)

Contract Data Form No. SPDA-ISA7(07/11)

SERFF Tracking Number: STAN-127701814 State: Arkansas  
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Contract Data Form No. SPDA-ISA10(07/11)  
Payment Options Table Form No. DST(07/11)  
Payment Options Table Form No. DST-Q(07/11)  
Point-to-Point Index Rider Form No. R-PTP(07/11)  
Bailout Index Rate Cap Waiver of Surrender Charge Rider Form No. R-IRCBO-C(07/11)  
Bailout Index Rate Cap Waiver of Surrender Charge Rider Form No. R-IRCBO-I(07/11)  
Market Value Adjustment Rider Form No. R-MVA(07/11)  
Percent of Annuity Fund Value Waiver of Surrender Charge Rider Form No. R-POF(07/11)  
Terminal Condition Benefit Waiver of Surrender Charge Rider Form No. R-TCB(07/11)  
Nursing Home Benefit Waiver of Surrender Charge Rider Form No. R-NHB(07/11)  
Annuity Benefit Waiver of Surrender Charge Rider Form No. R-ANN(07/11)  
Death of Annuitant Waiver of Surrender Charge Rider Form No. R-ANNDW(07/11)  
Death Benefit Waiver of Surrender Charge Rider Form No. R-DB(07/11)  
Earned Interest Waiver of Surrender Charge Rider Form No. R-EIO(07/11)  
Earned Interest Waiver of Surrender Charge Rider Form No. R-EIO-F(07/11)  
Bonus Interest Rate Cap Rider Form No. R-IRC-BONUS(07/11)  
Automatic Account Rebalancing Rider Form No. R-AAR(07/11)  
Index Annuity Application Form No. SI 15904

Dear Commissioner Bradford:

Standard Insurance Company is submitting the above-referenced forms for your review and approval. The above-referenced forms do not replace any existing policy forms currently in use by us EXCEPT for the following application form previously approved by your Department:

Form Number.....	Replacing Form Number.....	Previous Approval Date
SI 15904.....	SI 12601(9/10).....	January 20, 2011

The enclosed forms are filed in an 8½ x 11 format, but also may be printed in other formats (e.g. 5½ x 8½ booklet size) or via electronic media (e.g. CD-ROM, Internet, Intranet). Distribution and access may also be via hard copy or electronic media. In all cases the forms will meet or exceed the minimum standards of applicable readability requirements.

We believe that no part of our filing contains any unusual or controversial items from normal company or industry standards.

The individual annuity product under the above-referenced forms will be marketed through traditional channels, i.e.

<i>SERFF Tracking Number:</i>	<i>STAN-127701814</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Standard Insurance Company</i>	<i>State Tracking Number:</i>	<i>50038</i>
<i>Company Tracking Number:</i>	<i>ISA5/7/10</i>		
<i>TOI:</i>	<i>A071 Individual Annuities - Special</i>	<i>Sub-TOI:</i>	<i>A071.001 Equity Indexed</i>
<i>Product Name:</i>	<i>ISA5/7/10</i>		
<i>Project Name/Number:</i>	<i>ISA5/7/10/</i>		

brokers and agents, and through financial institutions.

## Form Descriptions

Form No: SPDA-IA2(07/11)

Description:

Individual Single-Premium Deferred Index Annuity Policy.

- Will include a Contract Data form depending upon plan design, e.g. SPDA-ISA5(07/11), etc.
- Will include a Table of Payment Options, depending upon whether the plan is qualified or non-qualified.
- Provides for joint owners and joint annuitants.
- May include more than one index annuity strategy, e.g. index rate cap, participation rate, point-to-point, etc.
- May be issued with or without optional riders, depending upon plan design, e.g. terminal condition benefit waiver of surrender charge rider, guarantee of principal rider, bonus interest rate cap rider, etc.
- Premium tax will be included in the determination of the value of the annuity fund in those states requirement payment of premium tax.

Form No: SPDA-ISA5(07/11), Form No. SPDA-ISA7(07/11), Form No. SPDA-ISA10(07/11)

Description:

Contract Data Page

- Initial interest rate for the fixed interest account is guaranteed for first contract year.
- Initial index rate cap for rate cap index interest account is guaranteed for first index term.
- The annuity date is age 95 or the end of the 10th contract year, whichever is later.
- Issue Age:
- SPDA-ISA5(07/11), SPDA-ISA7(07/11) -- Issued to policyowners age 18 through 90 to cover annuitants age 0 through 90 at time of issue.
- SPDA-ISA10(07/11) -- Issued to policyowners age 18 through 80 to cover annuitants age 0 through 80 at time of issue.
- Additional premium may be remitted during the first 90 days of the first contract year. Covers multiple transfers, rollovers and exchanges.
- Surrender charges apply as follows:
- SPDA-ISA5(07/11) – Through the fifth contract year.
- SPDA-ISA7(07/11) – Through the seventh contract year.
- SPDA-ISA10(07/11) – Through the ninth contract year.

Form No: DST(07/11)

Description

Payment Options Table.

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Project Name/Number: ISA5/7/10/

- Payment table to be used with our individual deferred index annuity products to show amounts payable per \$1,000 value of proceeds under various payment options.
- Based on the Annuity 2000 Mortality Table.
- Used for non-qualified plans.

Form No: DST-Q(07/11)

Description

Payment Options Table.

- Payment table used with our individual deferred index annuity products to show amounts payable per \$1,000 value of proceeds under various payment options.
- Based on the Annuity 2000 Mortality Table.
- Used for qualified plans, i.e. unisex rates.

Form No: R-PTP(07/11)

Description:

Point-to-Point Index Rider

- Currently using S&P500® as applicable index.
- Includes a rate cap feature, i.e. a maximum interest rate to be used for interest crediting purposes of funds allocated to a rate cap index interest account.
- Includes a participation rate feature, i.e. the maximum percentage of any increase in the index used for interest crediting purposes of funds allocated to a participation rate index interest account.
- Crediting of index gains occurs at the end of each index term.
- No crediting or reduction of index interest account if index is unchanged or is lower at the end of the index term compared to the value of the index at the beginning of the index term.

Form No: R-IRCBO-C(07/11), R-IRCBO-I(07/11)

Description:

Bailout Index Rate Cap Waiver of Surrender Charge Rider

- Optional rider that will be used with our individual deferred index annuity products with a plan design that includes a bailout feature applicable to the index rate cap during the surrender period.
- Waives surrender charges during the surrender charge period if an index rate cap is declared that falls below the bailout index rate cap, as follows:
  - R-IRCBO-C(07/11) – Applies to withdrawals from the Contract, regardless of account(s).
  - R-IRCBO-I(07/11) – Applies to withdrawals from the Index Interest Account(s).

Form No: R-MVA(07/11)

Description:

Market Value Adjustment Rider

SERFF Tracking Number: STAN-127701814 State: Arkansas  
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- Optional rider that will be used with our individual deferred index annuity products with a plan design that includes a market value adjustment feature.
- During the market value adjustment period the market value adjustment formula will be applied to the surrender value and may result in an upward or downward adjustment of the payout.

Form No: R-POF(07/11)

Description:

Percent of Annuity Fund Value Waiver of Surrender Charge Rider

- Optional rider that will be used with our individual deferred index annuity products with a plan design that includes a waiver of surrender charges for partial surrenders during a contract year that total an amount equal to or less than the applicable percentage of the annuity fund value.
- Actual percentage will be based on plan design.

Form No. R-TCB(07/11)

Description:

Terminal Condition Benefit Waiver of Surrender Charge Rider

- Optional rider that will be used with our individual deferred index annuity products with a plan design that includes a waiver of surrender charges for total or partial surrenders after the first contract year if the owner has a terminal condition.
- Terminal condition is a condition that is expected to result in death within 12 months.
- Initial diagnosis of terminal condition must occur after the rider effective date.

Form No. R-NHB(07/11)

Description:

Nursing Home Benefit Waiver of Surrender Charge Rider

- Optional rider that will be used with our individual deferred index annuity products with a plan design that includes a waiver of surrender charges for total or partial surrenders after the first contract year if the owner has been continuously confined to a nursing home for at least 30 consecutive days.
- Nursing home confinement must begin after the rider effective date.

Form No. R-ANN(07/11)

Description:

Annuity Benefit Waiver of Surrender Charge Rider

- Optional rider that will be used with plan designs that include a waiver of surrender charges for partial or full surrender annuitization.
- Payment option must be a lifetime payment option or at least a 5-year period certain payment option.

Form No. R-ANNDW(07/11)

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Product Name: ISA5/7/10  
Project Name/Number: ISA5/7/10/

**Description:**

**Death of Annuitant Waiver of Surrender Charge Rider**

- Optional rider that will be used with plan designs that include a waiver of surrender charges for total or partial surrenders within 180 days of the death of an annuitant.

**Form No. R-DB(07/11)**

**Description:**

**Death Benefit Waiver of Surrender Charge Rider**

- Optional rider that will be used with plan designs that include a waiver of surrender charges for payment of a death benefit

**Form No. R-EIO(07/11), Form No. R-EIO-F(07/11)**

**Description:**

- Optional rider that will be used with our individual deferred index annuity products with a plan design that includes a waiver of surrender charges for payouts of earned interest only.
- Waives surrender charges during the surrender charge period for payouts of earned interest only, as follows:
- ICC11- R-EIO(07/11) – Applies to payment of interest earned in the Contract, regardless of account(s).
- ICC11- R-EIO-F(07/11) – Applies to payment of interest earned in the Fixed Interest Account(s).

**Form No: R-IRC-BONUS(07/11)**

**Description:**

**Bonus Interest Rate Cap Rider**

- Optional rider that will be used with our individual deferred index annuity products with a plan design that includes a bonus interest rate cap that applies to the index rate cap for a period of time, e.g. initial index term.

**Form No: R-AAR(07/11)**

**Description:**

**Automatic Account Rebalancing Rider**

- Optional rider that will be used with our individual deferred index annuity products with a plan design that includes an automatic account rebalancing feature that may be elected by the owner(s).
- As of each account allocation date, the annuity fund value will automatically be reallocated among the accounts according to the account percentages elected by the owner(s).

**Form No: SI 15904**

**Description:**

**Individual Deferred Index Annuity Application**

- Application for our individual deferred index annuities.
- Will be available as an attachment to various product brochures and as a stand-alone form.

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- May be updated from time to time, within the scope of variability, to add new deferred index annuity products or to delete products that are no longer marketed.
- The order in which the information is requested may change within the scope of variability, e.g. name of applicant, gender, birth date, etc. Occurs most often when formatted in a form other than 8 ½" x 11" hard copy, e.g. booklet size, electronic.

The plan designs under the above-referenced submission may be used with the following optional form previously approved by your Department, according to the plan design:

Form.....	Approval Date
Index Annuity Guarantee of Principal Rider	
Form No. R-GOP-IA(6/05).....	August 18, 2005
Index Annuity Substantially Equal Periodic Payments (SEPP) Endorsement Form No. R-SEPP-IA(6/05).....	August 18, 2005
Index Annuity Annuitant Death Benefit Rider	
Form No. R-ANNDB-IA(6/05).....	August 18, 2005

The plan designs under the above-referenced forms will be used with the following forms previously approved by your Department in accordance with the type of plan purchased (e.g. TSA, IRA, Roth IRA, Qualified Pension Plan):

Form.....	Approval Date
403(b) Annuity – ERISA Tax-Sheltered Annuity Rider	
Form No. R-ERTSA(11/08).....	December 17, 2008
403(b) Annuity – Non-ERISA Tax-Sheltered Annuity Rider	
Form No. R-NERTSA(11/08).....	December 17, 2008
Qualified Pension Plan Rider	
Form No. R-QPP(9/03).....	December 29, 2003
Individual Retirement Annuity Rider	
Form No. R-IRA(06/11).....	July 22, 2011
Roth Individual Retirement Annuity Rider	
Form No. R-Roth IRA(06/11).....	July 22, 2011

We understand you will access the \$1,050 filing fees via EFT through SERFF.

The following items are also attached:

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Product Name: ISA5/7/10  
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- Explanation of variability
- Certification of readability
- Applicable transmittal form(s)
- Actuarial memorandum

We appreciate your consideration and review of our submission. Please feel free to contact us if you have any questions about our submission or need anything further.

Sincerely,

Diane Hodgman, ChFC, AIRC  
Compliance Analyst, Individual Annuities  
Telephone: 800.378-4578, ext. 8685  
Fax: 971.478-5408  
Email: Diane.Hodgman@standard.com

## Company and Contact

### Filing Contact Information

Diane Hodgman, Compliance Analyst dhodgman@standard.com  
1100 SW Sixth Avenue 971-321-8685 [Phone]  
Individual Annuities 971-321-5408 [FAX]  
P6A  
Portland, OR 97204

### Filing Company Information

Standard Insurance Company CoCode: 69019 State of Domicile: Oregon  
1100 SW 6th Avenue Group Code: 1348 Company Type: Life Insurance  
Portland, OR 97204 Group Name: SIC State ID Number:  
(971) 321-6823 ext. [Phone] FEIN Number: 93-0242990

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## Filing Fees

Fee Required? Yes  
Fee Amount: \$1,050.00  
Retaliatory? No

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Project Name/Number: ISA5/7/10/  
Fee Explanation: \$50/form x 21 forms = \$1050  
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Standard Insurance Company	\$1,050.00	10/14/2011	52840322

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	11/17/2011	11/17/2011

### Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Linda Bird	10/26/2011	10/26/2011	Diane Hodgman	11/17/2011	11/17/2011

*SERFF Tracking Number:* STAN-127701814      *State:* Arkansas  
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*Product Name:* ISA5/7/10  
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## **Disposition**

Disposition Date: 11/17/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Explanation of Variability		Yes
Supporting Document	Certifications of Compliance		Yes
Form	Single Premium Deferred Index Annuity Contract		Yes
Form	ISA5 Contract Data		Yes
Form	ISA7 Contract Data		Yes
Form	ISA10 Contract Data		Yes
Form	Payment Options Table		Yes
Form	Payment Options Table		Yes
Form	Automatic Account Rebalancing Rider		Yes
Form	Annuity Benefit Waiver of Surrender Charge Rider		Yes
Form	Death of Annuitant Waiver of Surrender Charge Rider		Yes
Form	Death Benefit Waiver of Surrender Charge Rider		Yes
Form	Earned Interest Waiver of Surrender Charge Rider		Yes
Form	Earned Interest Waiver of Surrender Charge Rider		Yes
Form	Bailout Index Rate Cap Waiver of Surrender Charge Rider		Yes
Form	Bailout Index Rate Cap Waiver of Surrender Charge Rider		Yes
Form	Bonus Index Rate Cap Rider		Yes
Form	Market Value Adjustment Rider		Yes
Form	Nursing Home Benefit Waiver of Surrender Charge Rider		Yes
Form	Percent of Annuity Fund Value Waiver of Surrender Charge Rider		Yes
Form	Point-To-Point Index Rider		Yes
Form	Terminal Condition Benefit Waiver of Surrender Charge Rider		Yes

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<i>Company Tracking Number:</i>	<i>ISA5/7/10</i>		
<i>TOI:</i>	<i>A071 Individual Annuities - Special</i>	<i>Sub-TOI:</i>	<i>A071.001 Equity Indexed</i>
<i>Product Name:</i>	<i>ISA5/7/10</i>		
<i>Project Name/Number:</i>	<i>ISA5/7/10/</i>		
<b>Form</b>	<b>Index Annuity Application</b>		<b>Yes</b>

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## Objection Letter

Objection Letter Status Pending Industry Response  
Objection Letter Date 10/26/2011  
Submitted Date 10/26/2011  
Respond By Date 11/28/2011

Dear Diane Hodgman,

This will acknowledge receipt of the captioned filing.

### Objection 1

Comment: Regulation 19s10B requires that all new or revised filings submitted must contain a certification that the submission meets the provisions of this rule as well as all applicable requirements of this Department.

Regulation 49 requires that a Life and Health guaranty notice be given to each policy owner. Please review your issue procedures and assure us that you are in compliance with Regulation 49.

External Indexed contracts are subject to the External Indexed Guidelines. Please furnish certification that this filing is in compliance with these guidelines and certifications required by these guidelines.

A.C.A. 23-79-109(1)-(5) sets forth the procedure by which filings may be deemed approved upon the expiration of certain time periods with no affirmative action by the commissioner. If the commissioner determines that additional information is needed to make a decision regarding approval, such request for information will be made to the company. The filing will not be considered complete until said additional information is received. The time periods set forth in this statute will not begin to run until the filing is complete.

Please feel free to contact me if you have questions.

Sincerely,  
Linda Bird

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## Response Letter

Response Letter Status Submitted to State  
Response Letter Date 11/17/2011  
Submitted Date 11/17/2011

Dear Linda Bird,

### Comments:

Thank you for your review of our submitted filing.

### Response 1

Comments: You asked that we submit a certification that the submitted filing complies with Arkansas Regulation 19s10B, Unfair Sex Discrimination in the Sale of Life Insurance. We have attached a document certifying our compliance.

You asked that we assure your Department that we comply with Regulation 49 by issuing a Life and Health Insurance Guaranty Association notice to each contract owner. We issue an Arkansas Life and Health Insurance Guaranty Association notice with each Arkansas annuity contract and will do so upon issue of the submitted and approved contract forms.

You asked that we certify that this filing is in compliance with the External-Indexed Contract Guidelines. We have attached a document certifying our compliance.

### Related Objection 1

Comment:

Regulation 19s10B requires that all new or revised filings submitted must contain a certification that the submission meets the provisions of this rule as well as all applicable requirements of this Department.

Regulation 49 requires that a Life and Health guaranty notice be given to each policy owner. Please review your issue procedures and assure us that you are in compliance with Regulation 49.

External Indexed contracts are subject to the External Indexed Guidelines. Please furnish certification that this filing is in compliance with these guidelines and certifications required by these guidelines.

### Changed Items:

#### Supporting Document Schedule Item Changes

Satisfied -Name: Certifications of Compliance

*SERFF Tracking Number:* STAN-127701814      *State:* Arkansas  
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**Comment: Compliance Certifications for:  
Regulation 19s 10B  
External-Indexed Contract Guidelines**

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Thank you for your attention to our submitted forms. We look forward to your approval of their use in Arkansas.

Sincerely,  
Bill Douglas, Diane Hodgman

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## Form Schedule

### Lead Form Number: SPDA-IA2(07/11)

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	SPDA-IA2(07/11)	Policy/Cont ract/Fratern al	Single Premium Deferred Index Annuity Contract Certificate	Initial		61.000	SPDA-IA2(07-11).pdf
	SPDA-ISA5(07/11)	Schedule Pages	ISA5 Contract Data	Initial		61.000	SPDA-ISA5(07-11).pdf
	SPDA-ISA7(07/11)	Schedule Pages	ISA7 Contract Data	Initial		61.000	SPDA-ISA7(07-11).pdf
	SPDA-ISA10(07/11)	Schedule Pages	ISA10 Contract Data	Initial		61.000	SPDA-ISA10(07-11).pdf
	DST(07/11)	Other	Payment Options Table	Initial		61.000	DST(07-11).pdf
	DST-Q(07/11)	Other	Payment Options Table	Initial		61.000	DST-Q(07-11).pdf
	R-AAR(07/11)	Policy/Cont ract/Fratern al	Automatic Account Rebalancing Rider Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		62.000	R-AAR(07-11).pdf
	R-ANN(07/11)	Policy/Cont ract/Fratern al	Annuity Benefit Waiver of Surrender Charge Rider Certificate: Amendmen	Initial		72.000	R-ANN(07-11).pdf

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 Project Name/Number: ISA5/7/10/

	t, Insert Page, Endorseme nt or Rider			
R- ANNDW(07 /11)	Policy/Cont Death of Annuitant Initial ract/Fratern Waiver of Surrender al Charge Rider Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	75.000	R- ANNDW(07- 11).pdf	
R- DB(07/11)	Policy/Cont Death Benefit Waiver Initial ract/Fratern of Surrender Charge al Rider Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	77.000	R-DB(07- 11).pdf	
R- EIO(07/11)	Policy/Cont Earned Interest Initial ract/Fratern Waiver of Surrender al Charge Rider Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	69.000	R-EIO(07- 11).pdf	
R-EIO- F(07/11)	Policy/Cont Earned Interest Initial ract/Fratern Waiver of Surrender al Charge Rider Certificate: Amendmen t, Insert Page,	69.000	R-EIO-F(07- 11).pdf	

SERFF Tracking Number: STAN-127701814 State: Arkansas  
 Filing Company: Standard Insurance Company State Tracking Number: 50038  
 Company Tracking Number: ISA5/7/10  
 TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed  
 Product Name: ISA5/7/10  
 Project Name/Number: ISA5/7/10/

	Endorseme nt or Rider			
R-IRCBO- C(07/11)	Policy/Cont Bailout Index Rate ract/Fratern Cap Waiver of al Surrender Charge Certificate: Rider Amendmen t, Insert Page, Endorseme nt or Rider	Initial	76.000	R-IRCBO- C(07-11).pdf
R-IRCBO- I(07/11)	Policy/Cont Bailout Index Rate ract/Fratern Cap Waiver of al Surrender Charge Certificate: Rider Amendmen t, Insert Page, Endorseme nt or Rider	Initial	74.000	R-IRCBO- I(07-11).pdf
R-IRC- BONUS(07/ 11)	Policy/Cont Bonus Index Rate ract/Fratern Cap Rider al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial	79.000	R-IRC- BONUS(07- 11).pdf
R- MVA(07/11 )	Policy/Cont Market Value ract/Fratern Adjustment Rider al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial	57.000	R-MVA(07- 11).pdf

SERFF Tracking Number: STAN-127701814 State: Arkansas  
 Filing Company: Standard Insurance Company State Tracking Number: 50038  
 Company Tracking Number: ISA5/7/10  
 TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed  
 Product Name: ISA5/7/10  
 Project Name/Number: ISA5/7/10/

R-NHB(07/11)	Policy/Cont Nursing Home Benefit Waiver of Surrender Charge Certificate: Rider Amendment, Insert Page, Endorsement or Rider	Initial	62.000	R-NHB(07-11).pdf
R-POF(07/11)	Policy/Cont Percent of Annuity Fund Value Waiver of Surrender Charge Certificate: Rider Amendment, Insert Page, Endorsement or Rider	Initial	67.000	R-POF(07-11).pdf
R-PTP(07/11)	Policy/Cont Point-To-Point Index Rider Certificate: Amendment, Insert Page, Endorsement or Rider	Initial	69.000	R-PTP(07-11).pdf
R-TCB(07/11)	Policy/Cont Terminal Condition Benefit Waiver of Surrender Charge Certificate: Rider Amendment, Insert Page, Endorsement or Rider	Initial	62.000	R-TCB(07-11).pdf
SI 15904	Application/Index Annuity Enrollment Application	Initial	58.000	SI 15904.pdf

*SERFF Tracking Number:* STAN-127701814      *State:* Arkansas  
*Filing Company:* Standard Insurance Company      *State Tracking Number:* 50038  
*Company Tracking Number:* ISA5/7/10  
*TOI:* A071 Individual Annuities - Special      *Sub-TOI:* A071.001 Equity Indexed  
*Product Name:* ISA5/7/10  
*Project Name/Number:* ISA5/7/10/  
Form

STANDARD INSURANCE COMPANY

A STOCK LIFE INSURANCE COMPANY

1100 SW SIXTH AVENUE  
PORTLAND, OREGON 97204  
(800) 247-6888

SINGLE PREMIUM DEFERRED INDEX ANNUITY CONTRACT

---

<b>Owner(s):</b>	<b>[John Doe]</b>
<b>Contract Number:</b>	<b>[123456]</b>
<b>Annuitant(s):</b>	<b>[John Doe]</b>
<b>Contract Effective Date:</b>	<b>[July 1, 2011]</b>

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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. Surrender charges may be waived in certain instances.

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.

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 and Cancel the Contract.**

**The Contract may be returned and canceled 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. You may contact us at the telephone number above to make inquiries, obtain information, or request assistance in resolving any issues about your coverage. Upon your written request we will provide factual information about the Contract's benefits and provisions within a reasonable time.

STANDARD INSURANCE COMPANY

BY

  
J. Greg Ness  
President

  
Holley Y. Franklin  
Corporate Secretary

**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.

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# 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 Rate Cap.**

The maximum interest rate to be credited to the funds in the applicable index interest account at the end of an Index Term.

## **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 that applies 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: (a) signed by the Owner (or both Owners in the case of joint Owners); and (b) delivered to us at our home office; unless we inform you otherwise. Any required Written Notice by the Annuitant must be: (a) signed by the Annuitant (or both Annuitants in the case of joint Annuitants); and (b) 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

## A. Premium.

Premium must be paid to us at our home office.

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

## B. 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.

## C. Value of the Annuity Fund.

The value of the annuity fund is used in determining the amount available to provide benefits under the Contract. See **Minimum Nonforfeiture Value in Contract Data**. The value of the annuity fund is determined as shown in **Contract Data**.

## D. Credited Interest.

### 1. Fixed Interest Account(s).

We will credit interest to the fixed interest account(s) each day.

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

After the initial interest rate guarantee period for each premium ends, the effective annual interest rate may change. See **Contract Data**.

### 2. Index Interest Account(s).

We will credit interest to the funds in the index interest account(s) at the end of each applicable Index Term. Unless otherwise allowed under the terms of the Contract, no interest will be credited to the funds withdrawn or paid 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 debited from or credited to the applicable index interest account.

# ACCOUNT ALLOCATION

## A. Allocation.

Premium paid after the Contract Effective Date will be allocated according to your account allocation percentages. The initial account allocation percentages are shown in **Contract Data**.

For a 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.

Premium you elect to be allocated to the index interest account(s) will be allocated to the account(s) after all premium is received. Prior to the Index Interest Account Allocation Date, the amount of premium to be allocated to the index interest account(s) will be held and credited with interest at a rate no less than the interest rate applicable to the index interest account(s) for purposes of determining the minimum fund value. See **Contract Data**. Upon receipt of all premium, that portion to be allocated to the index interest account(s) will be allocated as of the Initial Account Allocation Date that applies to the index interest account(s). See **Contract Data**.

## B. Reallocation.

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 business days before the Account Allocation Date that applies to the eligible index interest account(s).

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) any fixed interest account.

If we do not receive Written Notice of your reallocation request two or more business 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(s) 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 business days before the Account Allocation Date. We will inform you of any such reallocation.

Reallocation has a proportionate effect on an account's minimum nonforfeiture value (see **Minimum Nonforfeiture Value** in **Contract Data**). The prospective fund value and minimum fund value are adjusted as follows:

### 1. Account from which funds are reallocated.

The account's prospective fund value and minimum fund value are reduced by:

$$A \text{ times } \left( \frac{B}{C} \right); \text{ where:}$$

A = The account's prospective fund value and minimum fund value respectively before reallocation.

B = The amount reallocated.

C = The account's value before reallocation.

## 2. Account to which funds are reallocated.

The account's minimum nonforfeiture value is increased by:

$$D \text{ times } \left( \frac{E}{F} \right); \text{ where:}$$

D = The sum of all reductions to the prospective fund value and the minimum fund value respectively from other accounts, as determined in 1 above.

E = The sum of the amounts reallocated to the account.

F = The sum of all reallocated amounts to all accounts.

For purposes of the above calculations, account fund values are first reduced by any fees and charges that apply to reallocations.

# BENEFIT PROVISIONS

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## Annuity Benefits

### A. 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.

**Note:** Our approval is based on our determination of whether or not: (a) the payment option is available under the Contract; (b) the payment option conforms to applicable IRC regulations; and (c) the payment option application form is thoroughly and accurately completed.

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.

### B. Annuity Benefit Amount.

The annuity benefit will be:

1. The value of the annuity fund on the Annuity Date; or
2. The minimum nonforfeiture value, reduced by any applicable premium tax, as of the Annuity Date;

whichever is greater. See **Contract Data**. 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: (a) the rate currently in effect; or (b) the rate required by law; whichever is greater.

---

## Surrender Benefits

### A. 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 payout value of a total surrender equals:

1. The value of the annuity fund minus surrender charges; or
2. The prospective fund value; or
3. The minimum fund value;

whichever is greatest. See **Contract Data**.

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

### B. 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 remaining value of the annuity fund 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(s). Any remaining partial surrender to be paid after the fixed interest account(s) 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 pay the partial surrender from the index interest account(s) in which you have funds on a pro-rata share basis. We will pay the benefit in a lump sum or according to any other payment option you select.

### C. 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 that applies to the Contract Year in which the surrender occurs. See **Contract Data**.

There will be no surrender charge for a surrender occurring after the end of the last Contract Year in which surrender charges apply.

### D. Deferral.

Subject to written request of and approval by the Commissioner or Director of Insurance, 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: (a) the rate currently in effect under the Contract; or (b) the rate required by law; whichever is greater.

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## Death Benefits

### A. 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**.

### B. Death of Annuitant.

No death benefit is payable upon death of an Annuitant before the Annuity Date unless the Owner is: (a) the Annuitant; or (b) a non-natural Owner. See **Death of Owner**.

### C. Amount of Death Benefit.

The amount of the death benefit equals:

1. The value of the annuity fund on the date of death; or
2. The minimum nonforfeiture value as of the date of death;

whichever is greater. See **Contract Data**.

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**.

### D. Payment of Death Benefit.

In order to pay a death benefit, we must receive proof of death satisfactory to us, including one of the following, as applicable:

1. A certified death certificate.
2. A certified decree of a court of competent jurisdiction as to the finding of death.
3. A written statement by a medical doctor who attended the deceased.

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: (a) in a lump sum; or (b) under any other 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 "life income with 10-year certain period" payment option. However:

1. See **Restriction of Choice** for payment options regulated under the Internal Revenue Code, where applicable.
2. If the death benefit 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: (a) the rate currently in effect under the Contract; or (b) the rate required by law; whichever is greater.

## E. 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 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.

## F. 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, as follows:

1. The change must be requested by someone who has the legal authority to effect such change.

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.

## **G. Surviving Beneficiary.**

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

## **H. 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.

## **I. 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.

# **PAYMENT OPTIONS PROVISIONS**

## **A. 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.

### **1. Option 1: Certain Period.**

We will pay equal benefit payments for the certain period you select. If you die before the end of that certain period, we will continue the benefit payments for the balance of the period to: (a) the joint Owner, if any; or (b) the Beneficiary. Benefit payments will automatically cease as of the end of that certain period.

### **2. Option 2: Life Income Options.**

#### **a. Life Income.**

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

#### **b. Life Income with Certain Period.**

We will pay equal benefit payments for the certain period you select.

If the Annuitant is living at the end of the certain period: (a) we will continue the benefit payments while the Annuitant is living; and (b) benefit payments will automatically cease upon the death of the Annuitant.

If the Annuitant dies before the certain period ends: (a) we will pay benefit payments in the same mode and amount for the balance of the certain period; and (b) benefit payments will automatically cease as of the end of the certain period.

### **3. Option 3: Joint and Survivor.**

#### **a. Joint and Survivor Life Income.**

We will pay equal benefit payments while either of the Annuitants is living. Upon the death of one Annuitant, we will continue the benefit payments for the life of the surviving Annuitant. Benefit payments will automatically cease upon the death of the last Annuitant.

#### **b. Joint and Survivor Life Income with Certain Period.**

We will pay equal benefit payments for the certain period you select.

If an Annuitant is living at the end of the certain period, we will continue the benefit payments while an Annuitant is living. Benefit payments will automatically cease upon the death of the last Annuitant.

#### **c. Joint and Reduced Survivor Life Income.**

We will pay equal benefit payments while both of the Annuitants are living. Upon the death of one Annuitant: (a) we will continue benefit payments for the life of the surviving Annuitant; and (b) the amount of each benefit payment will be the percentage you select of the amount of each benefit payment prior to that Annuitant's death. Benefit payments will automatically cease upon the death of the last Annuitant.

#### **d. Joint and Contingent Survivor Life Income.**

You must identify a primary Annuitant and a contingent Annuitant. We will pay equal benefit payments while both Annuitants are living. Upon the death of an Annuitant:

1. Death of primary Annuitant: We will continue to pay benefit payments for the life of the surviving contingent Annuitant. However, the amount of each benefit payment will be the percentage selected of the amount of each benefit payment prior to that Annuitant's death.
2. Death of contingent Annuitant. We will continue benefit payments for the life of the surviving primary Annuitant.

Benefit payments will automatically cease upon the death of the last Annuitant.

### **4. Option 4: Lump Sum.**

We will pay benefits in one lump sum.

Other options may be available, subject to our approval.

## **B. Choice of Payment Option.**

Choice of payment option may be as follows:

#### **1. 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.

#### **2. 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 life income with ten-year certain period" payment option will automatically become effective.

### 3. Lump Sum Payment.

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.

### C. Illustrated Tables.

See **Payment Options Table** for the illustrated payment options.

### D. Required Information.

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

## OWNER PROVISIONS

### A. 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 is effective on the date your Written Notice of change of Owner is signed, subject to our approval as follows:

1. It must be allowable under applicable law.

### B. 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.

### C. Assignment.

You may assign the Contract by providing us Written Notice of your assignment. An assignment will not affect any payment we made or actions taken before we receive and approve your assignment. An assignment is effective on the date your Written Notice of assignment is signed, subject to our approval as follows:

2. It must be allowable under applicable law.

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. The rights of a Beneficiary are subordinate to those of the assignee unless the Beneficiary has been designated as an irrevocable Beneficiary prior to the assignment.

### D. 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.

# ANNUITANT PROVISIONS

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

## B. Change of Annuitant.

Except as noted in **Named Annuitant**, 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 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.

## C. Payment in Advance.

An Annuitant 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 Annuitant unless: (a) such payment complies with applicable state and federal law; and (b) we have provided the Annuitant with prior Written Notice of our consent.

# GENERAL PROVISIONS

## A. Entire Contract; Changes.

The following constitute the entire contract among the parties: (a) the Contract; (b) all attachments, including any amendments, riders, endorsements; (c) the application; and (d) 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 at least one of our corporate officers; and (b) it is given to the Owner(s) for acceptance and attachment to the Contract.

## B. Contract.

The Contract: (a) takes effect on the Contract Effective Date; and (b) 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 Contract may end before the Annuity Date by: (a) total surrender (see **Surrender Benefits**); or (b) payment of death benefits (see **Death Benefits**).

## C. 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.

## D. Conformity with State Laws.

Any provision of the Contract that, on its effective date, conflicts with the laws of the state in which the Contract is delivered, is amended to meet the minimum requirements of such laws.

## E. 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.

## F. 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 adjust the benefits so that the amount payable will be such as the premium would have purchased at the correct age and gender. 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: (a) the maximum interest rate allowed by law; or (b) an effective annual interest rate of six percent (6.00%); whichever is less.

### **G. Incontestability.**

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

### **H. 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.

### **I. 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. The amount of any outstanding loan balances at the end of the reporting period, as applicable and if allowed under the Contract.
6. Any other values that may be required by the laws of the state where the Contract was delivered.

You may request such report at any time with Written Notice to us.

### **J. 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 nonforfeiture values required by the laws of the state in which the Contract is delivered.

### **K. 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.

# 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

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### 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 us: (a) the Annuity Contract Number; and (b) 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 claim forms, or other notices, elections or requests.
- Examining any proposal to surrender the Contract – this is for your protection.
- Additional annuity or insurance services.

# 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.

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## General Contract Information

Contract Number: [123456]  
Owner(s): [John Doe]  
Annuitant(s): [John Doe]  
(Older) Annuitant's Age at Issue: [35]  
Contract Effective Date: [July 1, 2011]  
Annuity Date\*: [July 1, 2071]  
Initial Premium\*\*: [\$25,000]

Riders:

[Point-To-Point Index Rider; R-PTP(07/11).  
Market Value Adjustment Rider; R-MVA(07/11).  
Bailout Index Rate Cap Waiver of Surrender Charge Rider; R-IRCBO-C(07/11).  
Bailout Index Rate Cap Waiver of Surrender Charge Rider; R-IRCBO-I(07/11).  
Percent of Annuity Fund Value Waiver of Surrender Charge Rider; R-POF(07/11).  
Terminal Condition Benefit Waiver of Surrender Charge Rider; R-TCB(07/11).  
Nursing Home Benefit Waiver of Surrender Charge Rider; R-NHB(07/11).  
Annuity Benefit Waiver of Surrender Charge Rider; R-ANN(07/11).  
Death Benefit Waiver of Surrender Charge Rider; R-DB(07/11).  
Annuitant Death Benefit Rider; R-ANNDB(07/11).  
Death of Annuitant Waiver of Surrender Charge Rider; R-ANNDW(07/11).  
Automatic Account Rebalancing Rider; R-AAR(07/11).  
Bonus Index Rate Cap Rider; R-IRC-BONUS(07/11).  
Earned Interest Waiver of Surrender Charge Rider; R-EIO(07/11).  
Earned Interest Waiver of Surrender Charge Rider; R-EIO-F(07/11).  
etc.]

\*The Annuity Date is: (a) the Contract Anniversary nearest the Annuitant's 95<sup>th</sup> birthday, or the Contract Anniversary nearest the older Annuitant's 95<sup>th</sup> 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**.

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## Insurance Department Information

The following is the name and address of the insurance department of the state in which the Contract is delivered:

Arkansas Department of Insurance  
1200 W. Third Street  
Little Rock, AR 72201-1904  
501.371.2640

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### Initial Account Allocation Percentages

Fixed Interest Account(s):	[0]%
Index Interest Account(s):	[100]%
Total:	100%

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### Surrender Charges

Contract Year:	Surrender Charge Percentage:
First:	7%
Second:	6%
Third:	5%
Fourth:	4%
Fifth:	2%
Thereafter:	None

---

### Value of the Annuity Fund

The value of the annuity fund equals:

1. The initial premium; plus
  2. Additional premium paid after the Contract Effective Date; plus
  3. Interest credited to the accounts; less
  4. Net amounts surrendered; less
  5. Surrender charges, as applicable; less
  6. Fees, as applicable; less
  7. Premium tax, as applicable.
- 

### Minimum Nonforfeiture Value

The minimum nonforfeiture value of the Contract equals A, B, or C, whichever is greatest, where:

A = The surrender value (see **Surrender Benefits**).

B = The prospective fund value.

C = The minimum fund value.

The prospective fund value equals (D – E) accumulated at F; where:

D = 91.2% of the Contract premium.

E = Amounts surrendered.

F = The following effective annual interest rates:

- (1) Fixed Interest Account(s): [2.58%] for the life of the Contract.
- (2) Index Interest Account(s): [2.58%] for the life of the Contract.

The minimum fund value equals (G – H) accumulated at I; where:

G = 87.5% of the Contract premium.

H = Amounts surrendered.

I = The following effective annual interest rates:

(1) Fixed Interest Account(s): [3.00%] for the life of the Contract.

(2) Index Interest Account(s): [3.00%] for the life of the Contract.

---

## Fixed Interest Account(s)

The Contract provides for one or more fixed interest accounts. Each fixed interest account may have its own Fixed Interest Account Value. We reserve the right to: (a) add one or more fixed interest accounts; and (b) stop offering one or more fixed 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 a fixed interest account.

### Fixed Interest Account Value.

The value of each 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. Net amounts surrendered from the fixed interest account; less
6. Surrender charges, as applicable; less
7. Amounts reallocated to other accounts; less
8. Fees, as applicable; less
9. Premium tax, as applicable.

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## Fixed Interest Account

Initial Fixed Interest Account Premium: \$[0]

Guaranteed Effective Annual Interest Rate  
for the First 12 Months Following the Date

We Receive the Premium Payment:

Initial Premium: [1.50]%

Additional Premium During the First 90  
Days after the Contract Effective Date:

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

The interest rate may change after the initial interest rate guarantee period.

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## 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 Interest Account 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. Net amounts surrendered from the index interest account; less
6. Surrender charges, as applicable; less
7. Amounts reallocated to other accounts; less
8. Fees, as applicable; less
9. Premium tax, as applicable.

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## Index Interest Account

Initial Index Interest Account Premium:	[\$25,000]
Initial Index Rate Cap:	[3.40]%
Initial Index Interest Account Allocation Date:	[July 15, 2011]
Participation Rate:	[100]%
Index Term:	[12 months]
Index Determination Method:	[Point-to-Point]

# 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.

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## General Contract Information

Contract Number: [123456]  
Owner(s): [John Doe]  
Annuitant(s): [John Doe]  
(Older) Annuitant's Age at Issue: [35]  
Contract Effective Date: [July 1, 2011]  
Annuity Date\*: [July 1, 2071]  
Initial Premium\*\*: [\$25,000]

### Riders:

[Point-To-Point Index Rider; R-PTP(07/11).  
Market Value Adjustment Rider; R-MVA(07/11).  
Bailout Index Rate Cap Waiver of Surrender Charge Rider; R-IRCBO-C(07/11).  
Bailout Index Rate Cap Waiver of Surrender Charge Rider; R-IRCBO-I(07/11).  
Percent of Annuity Fund Value Waiver of Surrender Charge Rider; R-POF(07/11).  
Terminal Condition Benefit Waiver of Surrender Charge Rider; R-TCB(07/11).  
Nursing Home Benefit Waiver of Surrender Charge Rider; R-NHB(07/11).  
Annuity Benefit Waiver of Surrender Charge Rider; R-ANN(07/11).  
Death Benefit Waiver of Surrender Charge Rider; R-DB(07/11).  
Annuitant Death Benefit Rider; R-ANND(07/11).  
Death of Annuitant Waiver of Surrender Charge Rider; R-ANNDW(07/11).  
Automatic Account Rebalancing Rider; R-AAR(07/11).  
Bonus Index Rate Cap Rider; R-IRC-BONUS(07/11).  
Earned Interest Waiver of Surrender Charge Rider; R-EIO(07/11).  
Earned Interest Waiver of Surrender Charge Rider; R-EIO-F(07/11).  
etc.]

\*The Annuity Date is: (a) the Contract Anniversary nearest the Annuitant's 95<sup>th</sup> birthday, or the Contract Anniversary nearest the older Annuitant's 95<sup>th</sup> 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**.

---

## Insurance Department Information

The following is the name and address of the insurance department of the state in which the Contract is delivered:

Arkansas Department of Insurance  
1200 W. Third Street  
Little Rock, AR 72201-1904  
501.371.2640

---

### Initial Account Allocation Percentages

Fixed Interest Account(s):	[0]%
Index Interest Account(s):	[100]%
Total:	100%

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### Surrender Charges

Contract Year:	Surrender Charge Percentage:
First:	7%
Second:	6%
Third:	5%
Fourth:	4%
Fifth:	3%
Sixth:	2%
Seventh:	1%
Thereafter:	None

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### Value of the Annuity Fund

The value of the annuity fund equals:

1. The initial premium; plus
  2. Additional premium paid after the Contract Effective Date; plus
  3. Interest credited to the accounts; less
  4. Net amounts surrendered; less
  5. Surrender charges, as applicable; less
  6. Fees, as applicable; less
  7. Premium tax, as applicable.
- 

### Minimum Nonforfeiture Value

The minimum nonforfeiture value of the Contract equals A, B, or C, whichever is greatest, where:

A = The surrender value (see **Surrender Benefits**).

B = The prospective fund value.

C = The minimum fund value.

The prospective fund value equals (D – E) accumulated at F; where:

D = 91.2% of the Contract premium.

E = Amounts surrendered.

F = The following effective annual interest rates:

- (1) Fixed Interest Account(s): [2.58%] for the life of the Contract.
- (2) Index Interest Account(s): [2.58%] for the life of the Contract.

The minimum fund value equals (G – H) accumulated at I; where:

G = 87.5% of the Contract premium.

H = Amounts surrendered.

I = The following effective annual interest rates:

- (1) Fixed Interest Account(s): [3.00%] for the life of the Contract.
- (2) Index Interest Account(s): [3.00%] for the life of the Contract.

---

### Fixed Interest Account(s)

The Contract provides for one or more fixed interest accounts. Each fixed interest account may have its own Fixed Interest Account Value. We reserve the right to: (a) add one or more fixed interest accounts; and (b) stop offering one or more fixed 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 a fixed interest account.

#### Fixed Interest Account Value.

The value of each 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. Net amounts surrendered from the fixed interest account; less
6. Surrender charges, as applicable; less
7. Amounts reallocated to other accounts; less
8. Fees, as applicable; less
9. Premium tax, as applicable.

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### Fixed Interest Account

Initial Fixed Interest Account Premium: \$[0]

Guaranteed Effective Annual Interest Rate  
for the First 12 Months Following the Date  
We Receive the Premium Payment:

Initial Premium: [1.50]%

Additional Premium During the First 90  
Days after the Contract Effective Date: The interest rate in effect on the date  
we receive the premium payment.

The interest rate may change after the initial interest rate guarantee period.

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## 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 Interest Account 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. Net amounts surrendered from the index interest account; less
6. Surrender charges, as applicable; less
7. Amounts reallocated to other accounts; less
8. Fees, as applicable; less
9. Premium tax, as applicable.

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## Index Interest Account

Initial Index Interest Account Premium:	[\$25,000]
Initial Index Rate Cap:	[3.95]%
Initial Index Interest Account Allocation Date:	[July 15, 2011]
Participation Rate:	[100]%
Index Term:	[12 months]
Index Determination Method:	[Point-to-Point]

## 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: [123456]  
Owner(s): [John Doe]  
Annuitant(s): [John Doe]  
(Older) Annuitant's Age at Issue: [35]  
Contract Effective Date: [July 1, 2011]  
Annuity Date\*: [July 1, 2071]  
Initial Premium\*\*: [\$25,000]

Riders:

[Point-To-Point Index Rider; R-PTP(07/11).  
Market Value Adjustment Rider; R-MVA(07/11).  
Bailout Index Rate Cap Waiver of Surrender Charge Rider; R-IRCBO-C(07/11).  
Bailout Index Rate Cap Waiver of Surrender Charge Rider; R-IRCBO-I(07/11).  
Percent of Annuity Fund Value Waiver of Surrender Charge Rider; R-POF(07/11).  
Terminal Condition Benefit Waiver of Surrender Charge Rider; R-TCB(07/11).  
Nursing Home Benefit Waiver of Surrender Charge Rider; R-NHB(07/11).  
Annuity Benefit Waiver of Surrender Charge Rider; R-ANN(07/11).  
Death Benefit Waiver of Surrender Charge Rider; R-DB(07/11).  
Annuitant Death Benefit Rider; R-ANND(07/11).  
Death of Annuitant Waiver of Surrender Charge Rider; R-ANNDW(07/11).  
Automatic Account Rebalancing Rider; R-AAR(07/11).  
Bonus Index Rate Cap Rider; R-IRC-BONUS(07/11).  
Earned Interest Waiver of Surrender Charge Rider; R-EIO(07/11).  
Earned Interest Waiver of Surrender Charge Rider; R-EIO-F(07/11).  
etc.]

\*The Annuity Date is: (a) the Contract Anniversary nearest the Annuitant's 95<sup>th</sup> birthday, or the Contract Anniversary nearest the older Annuitant's 95<sup>th</sup> 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**.

---

### Insurance Department Information

The following is the name and address of the insurance department of the state in which the Contract is delivered:

Arkansas Department of Insurance  
1200 W. Third Street  
Little Rock, AR 72201-1904  
501.371.2640

---

### Initial Account Allocation Percentages

Fixed Interest Account(s):	[0]%
Index Interest Account(s):	[100]%
Total:	100%

---

### Surrender Charges

Contract Year:	Surrender Charge Percentage:
First:	8%
Second:	7%
Third:	6%
Fourth:	5%
Fifth:	4%
Sixth:	3%
Seventh:	2%
Eighth:	1%
Ninth:	0.9%
Thereafter:	None

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### Value of the Annuity Fund

The value of the annuity fund equals:

1. The initial premium; plus
  2. Additional premium paid after the Contract Effective Date; plus
  3. Interest credited to the accounts; less
  4. Net amounts surrendered; less
  5. Surrender charges, as applicable; less
  6. Fees, as applicable; less
  7. Premium tax, as applicable.
- 

### Minimum Nonforfeiture Value

The minimum nonforfeiture value of the Contract equals A, B, or C, whichever is greatest, where:

A = The surrender value (see **Surrender Benefits**).

B = The prospective fund value.

C = The minimum fund value.

The prospective fund value equals (D – E) accumulated at F; where:

D = 91.2% of the Contract premium.

E = Amounts surrendered.

F = The following effective annual interest rates:

- (1) Fixed Interest Account(s): [2.58%] for the life of the Contract.
- (2) Index Interest Account(s): [2.58%] for the life of the Contract.

The minimum fund value equals (G – H) accumulated at I; where:

G = 87.5% of the Contract premium.

H = Amounts surrendered.

I = The following effective annual interest rates:

- (1) Fixed Interest Account(s): [3.00%] for the life of the Contract.
- (2) Index Interest Account(s): [3.00%] for the life of the Contract.

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### Fixed Interest Account(s)

The Contract provides for one or more fixed interest accounts. Each fixed interest account may have its own Fixed Interest Account Value. We reserve the right to: (a) add one or more fixed interest accounts; and (b) stop offering one or more fixed 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 a fixed interest account.

#### Fixed Interest Account Value.

The value of each 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. Net amounts surrendered from the fixed interest account; less
6. Surrender charges, as applicable; less
7. Amounts reallocated to other accounts; less
8. Fees, as applicable; less
9. Premium tax, as applicable.

---

### Fixed Interest Account

Initial Fixed Interest Account Premium: \$[0]

Guaranteed Effective Annual Interest Rate  
for the First 12 Months Following the Date  
We Receive the Premium Payment:

Initial Premium: [1.50]%

Additional Premium During the First 90  
Days after the Contract Effective Date: The interest rate in effect on the date  
we receive the premium payment.

The interest rate may change after the initial interest rate guarantee period.

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## 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 Interest Account 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. Net amounts surrendered from the index interest account; less
6. Surrender charges, as applicable; less
7. Amounts reallocated to other accounts; less
8. Fees, as applicable; less
9. Premium tax, as applicable.

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## Index Interest Account

Initial Index Interest Account Premium:	[\$25,000]
Initial Index Rate Cap:	[4.10]%
Initial Index Interest Account Allocation Date:	[July 15, 2011]
Participation Rate:	[100]%
Index Term:	[12 months]
Index Determination Method:	[Point-to-Point]

# {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	84.09	11	8.42	21	4.85
2	42.46	12	7.80	22	4.67
3	28.59	13	7.26	23	4.51
4	21.65	14	6.81	24	4.36
5	17.49	15	6.42	25	4.22
6	14.72	16	6.07	26	4.10
7	12.74	17	5.77	27	3.98
8	11.25	18	5.50	28	3.87
9	10.10	19	5.26	29	3.77
10	9.18	20	5.04	30	3.68

## 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	3.51	3.27	3.51	3.26	3.49	3.26
51	3.58	3.33	3.58	3.32	3.56	3.31
52	3.66	3.39	3.65	3.39	3.63	3.38
53	3.74	3.46	3.73	3.45	3.70	3.44
54	3.82	3.53	3.81	3.52	3.78	3.51
55	3.90	3.60	3.89	3.60	3.86	3.58
56	3.99	3.68	3.98	3.67	3.95	3.65
57	4.09	3.76	4.08	3.76	4.04	3.73
58	4.19	3.85	4.18	3.84	4.13	3.82
59	4.30	3.94	4.29	3.93	4.23	3.90
60	4.42	4.04	4.40	4.03	4.34	4.00
61	4.54	4.14	4.52	4.13	4.45	4.09
62	4.67	4.25	4.65	4.24	4.56	4.20
63	4.81	4.37	4.79	4.36	4.69	4.31
64	4.96	4.50	4.93	4.48	4.82	4.42
65	5.12	4.63	5.08	4.61	4.95	4.54
66	5.29	4.77	5.25	4.75	5.09	4.67
67	5.48	4.93	5.42	4.90	5.24	4.80
68	5.67	5.09	5.60	5.06	5.39	4.95
69	5.88	5.27	5.80	5.23	5.54	5.10
70	6.10	5.46	6.00	5.41	5.71	5.26
73	6.85	6.12	6.69	6.04	6.22	5.78
76	7.76	6.96	7.49	6.82	6.75	6.36
79	8.88	8.03	8.43	7.76	7.29	6.97
82	10.25	9.38	9.48	8.87	7.79	7.57
85	11.92	11.09	10.63	10.14	8.23	8.09
88	13.93	13.22	11.83	11.48	8.57	8.49
91	16.33	15.75	13.01	12.77	8.83	8.78
93	18.18	17.62	13.78	13.55	8.96	8.92
95	20.28	19.65	14.51	14.29	9.06	9.03

## 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	3.06	3.37	55	3.35	3.74
51	3.10	3.41	56	3.39	3.78
52	3.13	3.45	57	3.44	3.83
53	3.17	3.48	58	3.48	3.88
54	3.20	3.52	59	3.53	3.93
55	3.23	3.56	60	3.57	3.98
56	3.27	3.60	61	3.62	4.03
57	3.30	3.64	62	3.66	4.08
58	3.34	3.68	63	3.71	4.14
59	3.37	3.72	64	3.75	4.19
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	3.72	4.22	65	4.22	4.86
61	3.78	4.28	66	4.30	4.95
62	3.84	4.34	67	4.39	5.04
63	3.90	4.41	68	4.47	5.14
64	3.96	4.48	69	4.55	5.23
65	4.02	4.55	70	4.64	5.33
66	4.08	4.62	71	4.72	5.43
67	4.14	4.69	72	4.81	5.54
68	4.20	4.77	73	4.89	5.64
69	4.26	4.84	74	4.97	5.75
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	4.54	5.77	65	4.60	6.22
75	6.18	7.58	75	6.51	8.49
80	7.30	8.84	85	9.98	12.51
81	7.54	9.12	86	10.41	13.02
82	7.78	9.40	87	10.85	13.53
83	8.02	9.69	88	11.29	14.05
84	8.26	9.99	89	11.73	14.57
85	8.50	10.28	90	12.16	15.09
87	8.96	10.88	95	14.20	17.58
90	9.58	11.74	100	16.16	20.11

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 1.00%.}

# {PAYMENT OPTIONS TABLE

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## 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	84.09	11	8.42	21	4.85
2	42.46	12	7.80	22	4.67
3	28.59	13	7.26	23	4.51
4	21.65	14	6.81	24	4.36
5	17.49	15	6.42	25	4.22
6	14.72	16	6.07	26	4.10
7	12.74	17	5.77	27	3.98
8	11.25	18	5.50	28	3.87
9	10.10	19	5.26	29	3.77
10	9.18	20	5.04	30	3.68

---

## Life Income Option

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

Age of Payee at Nearest Birthday	Guaranteed Periods		
	None	5 Years	10 Years
50	3.33	3.33	3.32
51	3.39	3.39	3.38
52	3.46	3.45	3.44
53	3.53	3.52	3.51
54	3.60	3.59	3.58
55	3.68	3.67	3.65
56	3.76	3.75	3.73
57	3.84	3.84	3.81
58	3.93	3.93	3.90
59	4.03	4.02	3.99
60	4.13	4.12	4.08
61	4.24	4.23	4.18
62	4.36	4.34	4.29
63	4.48	4.46	4.40
64	4.61	4.59	4.52
65	4.75	4.73	4.65
66	4.90	4.87	4.78
67	5.06	5.03	4.91
68	5.23	5.19	5.06
69	5.42	5.37	5.21
70	5.62	5.56	5.37
73	6.30	6.20	5.89
76	7.16	6.99	6.46
79	8.24	7.92	7.05
82	9.59	9.02	7.63
85	11.30	10.26	8.12
88	13.40	11.57	8.52
91	15.89	12.83	8.80
93	17.76	13.61	8.93
95	19.81	14.35	9.04

## Joint and Survivor Annuity Option

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

One Payee Age 55 at Nearest Birthday			One Payee Age 60 at Nearest Birthday		
Other Payee Age at Nearest Birthday	Joint and Survivor Annuity	Joint and 2/3 Survivor Annuity	Other Payee Age at Nearest Birthday	Joint and Survivor Annuity	Joint and 2/3 Survivor Annuity
50	3.05	3.33	55	3.34	3.69
51	3.08	3.37	56	3.38	3.73
52	3.11	3.40	57	3.42	3.77
53	3.14	3.43	58	3.45	3.82
54	3.17	3.47	59	3.49	3.86
55	3.20	3.50	60	3.53	3.91
56	3.23	3.54	61	3.57	3.96
57	3.26	3.58	62	3.60	4.01
58	3.29	3.61	63	3.64	4.06
59	3.31	3.65	64	3.67	4.10

One Payee Age 65 at Nearest Birthday			One Payee Age 70 at Nearest Birthday		
Other Payee Age at Nearest Birthday	Joint and Survivor Annuity	Joint and 2/3 Survivor Annuity	Other Payee Age at Nearest Birthday	Joint and Survivor Annuity	Joint and 2/3 Survivor Annuity
60	3.71	4.16	65	4.21	4.79
61	3.76	4.21	66	4.28	4.87
62	3.81	4.27	67	4.35	4.96
63	3.87	4.33	68	4.45	5.04
64	3.92	4.40	69	4.50	5.13
65	3.97	4.46	70	4.57	5.22
66	4.02	4.52	71	4.64	5.31
67	4.07	4.59	72	4.71	5.40
68	4.12	4.66	73	4.77	5.49
69	4.16	4.72	74	4.84	5.59

One Payee Age 85 at Nearest Birthday			One Payee Age 95 at Nearest Birthday		
Other Payee Age at Nearest Birthday	Joint and Survivor Annuity	Joint and 2/3 Survivor Annuity	Other Payee Age at Nearest Birthday	Joint and Survivor Annuity	Joint and 2/3 Survivor Annuity
65	4.64	5.83	65	4.72	6.35
75	6.26	7.61	75	6.66	8.65
80	7.30	8.80	85	10.05	12.57
81	7.52	9.06	86	10.46	13.05
82	7.74	9.32	87	10.88	13.54
83	7.96	9.59	88	11.30	14.04
84	8.18	9.85	89	11.72	14.54
85	8.39	10.13	90	12.13	15.04
87	8.80	10.66	95	14.10	17.45
90	9.34	11.44	100	15.98	19.92

1. Amounts are based on your age (nearest birthday) or that 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 1.00%.}

STANDARD INSURANCE COMPANY

A STOCK LIFE INSURANCE COMPANY

1100 SW SIXTH AVENUE  
PORTLAND, OREGON 97204  
(800) 247-6888

AUTOMATIC ACCOUNT REBALANCING RIDER

---

**Owner(s):** [John Doe]  
**Contract Number:** [123456]  
**Annuitant(s):** [John Doe]  
**Rider Effective Date:** [July 1, 2011]

---

The Contract is amended as follows:

1. The section entitled **Account Allocation** is amended to add the following provision:

**C. Automatic Account Rebalancing**

Before the Annuity Date you may choose the Automatic Account Rebalancing feature.

Automatic Account Rebalancing means: Your annuity fund value will automatically be reallocated among your accounts on each Account Allocation Date according to the account allocation percentage you elect.

To choose this feature:

1. You must provide us with Written Notice of your choice.
2. Your Written Notice must be received by us no later than two business days before the Account Allocation Date on which the first Automatic Account Rebalancing is to occur. If we do not receive your Written Notice by such date, no Automatic Account Rebalancing will occur until the next Account Allocation Date.
3. Your Written Notice must identify the percentages, in whole numbers, of your annuity fund value you choose to allocate to each of your accounts.

If we cease to offer an account in which you have funds subject to Automatic Account Rebalancing, we will: (a) inform you; and (b) request your updated account allocation percentages.

We reserve the right to reallocate funds on a pro-rata share basis if: (a) we cease to offer an account subject to Automatic Account Rebalancing; and (b) we do not receive your Written Notice of your change of account allocation percentages at least two business days before the Account Allocation Date. We will inform you of the allocation.

Reallocation has a proportionate effect on an account's minimum nonforfeiture value. (See **Reallocation** in **Account Allocation**.)

2. **Rider Termination.** This rider and the benefits under it automatically terminate on the earliest of the following dates:
  - a. The date the Contract is surrendered.
  - b. The date the Contract is annuitized.
  - c. The date death benefits are paid under the Contract.
  - d. The date the Contract is terminated.

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

ANNUITY BENEFIT WAIVER OF SURRENDER CHARGE RIDER

---

<b>Owner(s):</b>	<b>[John Doe]</b>
<b>Contract Number:</b>	<b>[123456]</b>
<b>Annuitant(s):</b>	<b>[John Doe]</b>
<b>Rider Effective Date:</b>	<b>[July 1, 2011]</b>

---

The Contract is amended as follows:

1. The **Surrender Charge** provision of the **Surrender Benefits** section of the Contract is amended to provide:

There will be no surrender charge on a surrender for which you have chosen one of the following payment options with us:

1. A lifetime payment option; or
2. A period certain of at least five years.

Note: Any other payment option will result in a surrender charge, as applicable.

2. **Credited Index Interest.** The amount(s) of any surrender paid from the index interest account(s) that meets the requirements under item 1 above will be credited with its pro-rata share of interest, subject to any Index Rate Cap or Participation Rate shown in **Contract Data**.
3. **Rider Termination.** This rider and the benefits under it automatically terminate on the earliest of the following dates:
- a. The date the Contract is surrendered.
  - b. The date the Contract is annuitized.
  - c. The date death benefits are paid under the Contract.
  - d. The date the Contract is terminated.

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

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PORTLAND, OREGON 97204  
(800) 247-6888

DEATH OF ANNUITANT WAIVER OF SURRENDER CHARGE RIDER

**Owner(s):** [John Doe]  
**Contract Number:** [123456]  
**Annuitant(s):** [John Doe]  
**Rider Effective Date:** [July 1, 2011]

The Contract is amended as follows:

1. **Waiver of Surrender Charge Upon Annuitant Death.** The **Surrender Benefits** section is amended to provide that you may request a partial or total surrender without surrender charges if:

1. An Annuitant dies before the Annuity Date;
2. The Owner(s) is still living; and
3. You apply for the partial or total surrender within 180 days of the Annuitant's date of death.

Note: If: (a) an Annuitant dies before the Annuity Date; and (b) the Owner is a non-natural person; then death benefits are payable under **Death of Owner**.

2. **Rider Termination.** This rider and the benefits under it automatically terminate on the earliest of the following dates:

- a. The date the Contract is surrendered.
- b. The date the Contract is annuitized.
- c. The date death benefits are paid under the Contract.
- d. The date the Contract is terminated.

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

DEATH BENEFIT WAIVER OF SURRENDER CHARGE RIDER

---

**Owner(s):** [John Doe]  
**Contract Number:** [123456]  
**Annuitant(s):** [John Doe]  
**Rider Effective Date:** [July 1, 2011]

---

The Contract is amended as follows:

1. The **Surrender Benefits** section and the **Death Benefits** section of the Contract are amended to provide that there will be no surrender charge for payment of a death benefit under the Contract.
2. **Rider Termination.** This rider and the benefits under it automatically terminate on the earliest of the following dates:
  1. The date the Contract is surrendered.
  2. The date the Contract is annuitized.
  3. The date death benefits are paid under the Contract.
  4. The date the Contract is terminated.

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

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PORTLAND, OREGON 97204  
(800) 247-6888

## EARNED INTEREST WAIVER OF SURRENDER CHARGE RIDER

---

<b>Owner(s):</b>	<b>[John Doe]</b>
<b>Contract Number:</b>	<b>[123456]</b>
<b>Annuitant(s):</b>	<b>[John Doe]</b>
<b>Rider Effective Date:</b>	<b>[July 1, 2011]</b>

---

The Contract is amended as follows:

1. The **Surrender Charge** provision of the **Surrender Benefits** section is amended to provide:

There will be no surrender charge on a partial surrender of earned interest only as scheduled withdrawals.

During any Contract Year you may not use the waiver of surrender charge features under both this rider and, if otherwise provided under the Contract, a rider providing for a waiver of surrender charge for surrender of an amount up to [10]% of the value of the annuity fund.

2. The **Surrender Benefits** section is amended to add the following **Partial Surrender of Earned Interest Only** provision:

### Partial Surrender of Earned Interest Only

#### Request for Partial Surrender.

If you have not requested a partial surrender in the current Contract Year, you may request that interest earned in the current and future Contract Years be paid to you on a regular basis. You must provide us Written Notice. No payment of less than \$100 will be made. You may later request that these payments cease by providing us Written Notice. If we do not approve your request for a partial surrender without surrender charges, we will not pay the surrender benefit until: (a) you are notified of our decision; and (b) you decide to proceed with payment of surrender benefits.

#### Fixed Interest Account(s).

Payment of interest earned from your fixed interest account(s) will be paid to you in accordance with the mode of payment you elected in your approved Written Notice.

#### Index Interest Account(s).

Interest is not credited to your index interest account(s) until the end of an Index Term. Payment of interest earned from your index interest account(s) will be paid to you on the modal payment date next following the end of the Index Term.

3. **Rider Termination.** This rider and the benefits under it automatically terminate on the earliest of the following dates:
- a. The date the Contract is surrendered.
  - b. The date the Contract is annuitized.
  - c. The date death benefits are paid under the Contract.
  - d. The date the Contract is terminated.

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

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A STOCK LIFE INSURANCE COMPANY

1100 SW SIXTH AVENUE  
PORTLAND, OREGON 97204  
(800) 247-6888

EARNED INTEREST WAIVER OF SURRENDER CHARGE RIDER

---

<b>Owner(s):</b>	[John Doe]
<b>Contract Number:</b>	[123456]
<b>Annuitant(s):</b>	[John Doe]
<b>Rider Effective Date:</b>	[July 1, 2011]

---

The Contract is amended as follows:

1. The **Surrender Charge** provision of the **Surrender Benefits** section is amended to provide:

There will be no surrender charge on a partial surrender of earned interest only as scheduled withdrawals from the fixed interest account.

During any Contract Year you may not use the waiver of surrender charge features under both this rider and, if otherwise provided under the Contract, a rider providing for a waiver of surrender charge for surrender of an amount up to [10]% of the value of the annuity fund.

2. The **Surrender Benefits** section is amended to add the following **Partial Surrender of Earned Interest Only – Fixed Interest Account** provision:

**Partial Surrender of Earned Interest Only – Fixed Interest Account**

**Request for Partial Surrender.**

If you have not requested a partial surrender in the current Contract Year, you may request that interest earned in the fixed interest account(s) in the current and future Contract Years be paid to you on a regular basis. You must provide us Written Notice. No payment of less than \$100 will be made. You may later request that these payments cease by providing us Written Notice. If we do not approve your request for a partial surrender without surrender charges, we will not pay the surrender benefit until: (a) you are notified of our decision; and (b) you decide to proceed with payment of surrender benefits.

3. **Rider Termination.** This rider and the benefits under it automatically terminate on the earliest of the following dates:

- a. The date the Contract is surrendered.
- b. The date the Contract is annuitized.
- c. The date death benefits are paid under the Contract.
- d. The date the Contract is terminated.

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

BAILOUT INDEX RATE CAP WAIVER OF SURRENDER CHARGE RIDER

**Owner(s):** [John Doe]  
**Contract Number:** [123456]  
**Annuitant(s):** [John Doe]  
**Rider Effective Date:** [July 1, 2011]

The Contract is amended as follows with respect to [index interest accounts; index interest account [A]] that include[s] an Index Rate Cap (see **Contract Data**):

1. **Bailout Index Rate Cap**

The Bailout Index Rate Cap for the applicable index interest account(s) under this rider is [x.xx]%.  
If we declare an Index Rate Cap below the Bailout Index Rate Cap, we will waive surrender charges on any surrender of funds from the Contract during the period of time the Index Rate Cap is below the Bailout Index Rate Cap.

2. **Rider Termination.** This rider and the benefits under it automatically terminate on the earliest of the following dates:

- a. The date the Contract is surrendered.
- b. The date the Contract is annuitized.
- c. The date death benefits are paid under the Contract.
- d. The date the Contract is terminated.

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

BAILOUT INDEX RATE CAP WAIVER OF SURRENDER CHARGE RIDER

**Owner(s):** [John Doe]  
**Contract Number:** [123456]  
**Annuitant(s):** [John Doe]  
**Rider Effective Date:** [July 1, 2011]

The Contract is amended as follows with respect [index interest accounts; index interest account [A]] that include[s] an Index Rate Cap (see **Contract Data**):

1. **Bailout Index Rate Cap**

The Bailout Index Rate Cap for the applicable index interest account(s) under this rider is [x.xx]%.

If we declare an Index Rate Cap below the Bailout Index Rate Cap, we will waive surrender charges on any surrender of funds from the applicable index interest account(s) during the period of time the Index Rate Cap is below the Bailout Index Rate Cap.

2. **Rider Termination.** This rider and the benefits under it automatically terminate on the earliest of the following dates:

- a. The date the Contract is surrendered.
- b. The date the Contract is annuitized.
- c. The date death benefits are paid under the Contract.
- d. The date the Contract is terminated.

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

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PORTLAND, OREGON 97204  
(800) 247-6888

BONUS INDEX RATE CAP RIDER

---

<b>Owner(s):</b>	<b>[John Doe]</b>
<b>Contract Number:</b>	<b>[123456]</b>
<b>Annuitant(s):</b>	<b>[John Doe]</b>
<b>Rider Effective Date:</b>	<b>[July 1, 2011]</b>

---

The Contract is amended as follows with respect to index interest accounts that include an Index Rate Cap (see **Contract Data**):

**1. Bonus Index Rate Cap**

The Initial Index Rate Cap includes a [1.00 to 10.00]% bonus for the [initial Index Term; the first [2 to 3] Index Terms; the first [1 to 3] year[s] of the first Index Term]. Renewal Index Rate Caps thereafter will not include this bonus feature.

**2. Rider Termination.** This rider and the benefits under it automatically terminate on the earliest of the following dates:

- a. The date the Contract is surrendered.
- b. The date the Contract is annuitized.
- c. The date death benefits are paid under the Contract.
- d. The date the Contract is terminated.

**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.

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President

  
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MARKET VALUE ADJUSTMENT RIDER

During the Market Value Adjustment Period, any amount surrendered or used to provide annuity benefits may be subject to a Market Value Adjustment. The Market Value Adjustment may increase or decrease the amounts payable under the Contract. The amounts payable under the Contract will not be less than the statutory minimum values of the state in which the Contract is delivered.

Owner(s): [John Doe]  
Contract Number: [123456]  
Annuitant(s): [John Doe]  
Rider Effective Date: [July 1, 2011]

[“Bloomberg Fair Value U.S. Dollar Denominated U.S. Industrial A” is an index developed by Bloomberg L.P. The Product is not sponsored, endorsed, sold or promoted by Bloomberg L.P. and Bloomberg L.P. makes no representation regarding the advisability of purchasing the Product.]

The Contract is amended as follows:

- The **Definitions** section of the Contract is amended to add the following definitions:  
**Market Value Adjustment:** An adjustment to an amount surrendered or used to provide annuity benefits commencing during the Market Value Adjustment Period.  
**Market Value Adjustment Period:** The period beginning on the Rider Effective Date and ending on the [first to tenth (1<sup>st</sup> to 10<sup>th</sup>)] anniversary of the rider effective date.
- The **Benefit Provisions** section of the Contract is amended to add the following **Market Value Adjustment** section:

Market Value Adjustment

A. Market Value Adjustment.

Amounts surrendered or used to provide annuity benefits commencing during the Market Value Adjustment Period are subject to a Market Value Adjustment. The Market Value Adjustment is determined as follows:

(A – B – C) times D; where:

A = The amount surrendered or used to provide annuity benefits.

B = The amount surrendered or used to provide annuity benefits that is not subject to a surrender charge.

C = The applicable surrender charge.

D = The Market Value Adjustment Factor.

The Market Value Adjustment Factor is determined as follows:

$$\left\{ \left( \frac{1 + X}{1 + Y} \right)^{N/12} \right\} - 1; \text{ where:}$$

X = The index rate as of the beginning of the Market Value Adjustment Period.

Y = The index rate as of the date we receive the request for surrender or payment of annuity benefits.

N = The number of months remaining to the end of the Market Value Adjustment Period, rounded up to the next higher number of months.

The index rate as of any given date is based on:

- a. The four-week average of the [Bloomberg Fair Value U.S. Dollar Denominated U.S. Industrial A 5 Year; Bloomberg Fair Value U.S. Dollar Denominated U.S. Industrial A 7 Year; or Bloomberg Fair Value U.S. Dollar Denominated U.S. Industrial A 10 Year]; ending on
- b. The third Friday of the preceding calendar month.

When “X” is greater than “Y”, the Market Value Adjustment: (1) is positive; and (2) increases the surrender value or the annuity benefit.

When “X” is less than “Y”, the Market Value Adjustment: (1) is negative; and (2) decreases the surrender value or the annuity benefit.

The Market Value Adjustment will not increase or decrease your surrender value by more than:

- a. The minimum nonforfeiture value (see **Contract Data**); minus
- b. The minimum fund value (see **Contract Data**).

## **B. Change of Index**

If the index of the [Bloomberg Fair Value U.S. Dollar Denominated U.S. Industrial A 5 Year; Bloomberg Fair Value U.S. Dollar Denominated U.S. Industrial A 7 Year; Bloomberg Fair Value U.S. Dollar Denominated U.S. Industrial A 10 Year] is discontinued: (1) we may change the method for determining the index rates, subject to approval by the IIPRC; and (2) we will provide you with Written Notice of the change.

## **C. Waiver of Market Value Adjustment.**

During the Market Value Adjustment Period, we will not apply a Market Value Adjustment for any surrender for which surrender charges are waived during the surrender period.

3. The value of the annuity fund, the surrender value, and the prospective fund value are subject to adjustment under the terms of the **Market Value Adjustment** section of the Contract.
4. The **Annuity Benefit Amount** provision in the **Annuity Benefits** section is amended to provide:

The value of the annuity fund, the surrender value, and the prospective fund value used to determine the amount of the annuity benefit are subject to adjustment under the terms of the **Market Value Adjustment** section of the Contract.
5. The **Total Surrender** and the **Partial Surrender** provisions in the **Surrender Benefits** section are amended to provide:

The amount of any total surrender or partial surrender under the Contract is subject to adjustment under the terms of the **Market Value Adjustment** section of the Contract. Accordingly, the value of the annuity fund and the prospective fund value used to determine total surrender value are subject to adjustment under the terms of the **Market Value Adjustment** section of the Contract.

6. The **Amount of Death Benefit** provision in the **Death Benefits** section is amended to provide:
- The value of the annuity fund, the surrender value, and the prospective fund value used to determine the amount of the death benefit are subject to adjustment under the terms of the **Market Value Adjustment** section of the Contract.
7. The **Reports** provision in the **General Provisions** section of the Contract is amended to provide that with respect to the market value adjustment feature, the report will include at least the following:
- a. An indication of whether or not the surrender value is prior to or after the application of any market value adjustment formula; and
  - b. The market value adjustment formula or market value adjustment amount used to determine the surrender value.
8. **Rider Termination.** This rider and the benefits under it automatically terminate on the earliest of the following dates:
- a. The date the Contract is surrendered.
  - b. The date the Contract is annuitized.
  - c. The date death benefits are paid under the Contract.
  - d. The date the Contract is terminated.

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

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PORTLAND, OREGON 97204  
(800) 247-6888

## NURSING HOME BENEFIT WAIVER OF SURRENDER CHARGE 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.

---

<b>Owner(s):</b>	<b>[John Doe]</b>
<b>Contract Number:</b>	<b>[123456]</b>
<b>Annuitant(s):</b>	<b>[John Doe]</b>
<b>Rider Effective Date:</b>	<b>[July 1, 2011]</b>
<b>Benefit Eligibility Date:</b>	<b>[July 1, 2012]</b>

---

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; or (b) 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. If we do not approve your request for a partial or total surrender without surrender charges, we will not pay the surrender benefit until: (a) you are notified of our decision; and (b) you decide to proceed with payment of surrender benefits.

### 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**.

3. **Rider Termination.** This rider and the benefits under it automatically terminate on the earliest of the following dates:
- a. The date the Contract is surrendered.
  - b. The date the Contract is annuitized.
  - c. The date death benefits are paid under the Contract.
  - d. The date the Contract is terminated.

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]

PERCENT OF ANNUITY FUND VALUE WAIVER OF SURRENDER  
CHARGE RIDER

---

**Owner(s):** [John Doe]  
**Contract Number:** [123456]  
**Annuitant(s):** [John Doe]  
**Rider Effective Date:** [February 1, 2010]  
**{Benefit Eligibility Date:** [February 1, 2011]}

---

The Contract is amended as follows:

1. The **Surrender Charge** provision of the **Surrender Benefits** section of the Contract is amended to provide that there will be no surrender charge {after the first Contract Year}:
  - a. 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.
  - b. On the amount of:
    - 1) A partial surrender; or
    - 2) 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.

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.

If we do not approve your request for a partial surrender or total surrender without surrender charges, we will not pay the surrender benefit until: (a) you are notified of our decision; and (b) you decide to proceed with payment of surrender benefits.

2. **Rider Termination.** This rider and the benefits under it automatically terminate on the earliest of the following dates:
  - a. The date the Contract is surrendered.
  - b. The date the Contract is annuitized.
  - c. The date death benefits are paid under the Contract.
  - d. The date the Contract is terminated.

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

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Corporate Secretary

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(800) 247-6888

## POINT-TO-POINT INDEX RIDER

---

<b>Owner(s):</b>	[John Doe]
<b>Contract Number:</b>	[123456]
<b>Annuitant(s):</b>	[John Doe]
<b>Rider Effective Date:</b>	[July 1, 2011]
<b>Index:</b>	[Standard & Poor's 500]

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["Standard & Poor's 500" is a trademark of The McGraw-Hill Companies, Inc. and has been licensed for use by Standard Insurance Company. The Product is not sponsored, endorsed, sold or promoted by Standard & Poor's and Standard & Poor's makes no representation regarding the advisability of purchasing the Product.]

1. The Contract is amended to include the following provision for index interest accounts that use a point-to-point index determination method (see **Contract Data**):

### Point-To-Point Index

#### A. Credited Interest.

We will credit interest to the funds in the index interest account(s) at the end of each Index Term while: (a) the Contract is in force; and (b) the Contract includes the applicable index interest account(s). 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 point-to-point index interest account(s) 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 index interest account(s).

#### B. 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.

#### C. Index Rate Cap.

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

**D. Index Term.**

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

**E. Participation Rate.**

The Participation Rate under this rider is the maximum percentage of the Index Change used to determine the interest to be credited to the funds in the applicable index interest account(s) at the end of an Index Term. The Initial Participation Rate is shown in **Contract Data**. We may declare a new Participation Rate for each Index Term.

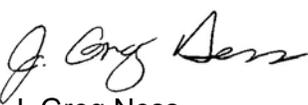
2. **Rider Termination.** This rider and the benefits under it automatically terminate on the earliest of the following dates:

1. The date the Contract is surrendered.
2. The date the Contract is annuitized.
3. The date death benefits are paid under the Contract.
4. The date the Contract is terminated.

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.

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TERMINAL CONDITION BENEFIT WAIVER OF SURRENDER CHARGE  
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.

---

<b>Owner(s):</b>	[John Doe]
<b>Contract Number:</b>	[123456]
<b>Annuitant(s):</b>	[John Doe]
<b>Rider Effective Date:</b>	[July 1, 2011]
<b>Benefit Eligibility Date:</b>	[July 1, 2012]

---

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 Rider Effective Date.

Proof satisfactory to us includes a written statement from a Physician verifying 1 and 2 above. If we do not approve your request for a partial or total surrender without surrender charges, we will not pay the surrender benefit until: (a) you are notified of our decision; and (b) you decide to proceed with payment of surrender benefits.

**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**.

3. **Rider Termination.** This rider and the benefits under it automatically terminate on the earliest of the following dates:
- a. The date the Contract is surrendered.
  - b. The date the Contract is annuitized.
  - c. The date death benefits are paid under the Contract.
  - d. The date the Contract is terminated.

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

  
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President

  
Holley Y. Franklin  
Corporate Secretary



Standard Insurance Company

Individual Annuities 800.247.6888 Tel  
1100 SW Sixth Avenue Portland OR 97204-1093 www.standard.com

# Index Annuity Application

Upon written request by the owner, Standard Insurance Company will provide reasonable factual information about the contract benefits and provisions within a reasonable time. The owner may cancel and return the contract for any reason within thirty (30) days after it is received.

## 1 Purchase

Index Growth Annuity	<input type="checkbox"/> IGA5	<input type="checkbox"/> IGA7 (Attach form [15784.]
Index Select Annuity	<input type="checkbox"/> ISA5	<input type="checkbox"/> ISA7 (Attach form [SI 15910.]
Index Select Annuity	<input type="checkbox"/> ISA10 (Attach form [SI 15911.]	
Other	<input type="checkbox"/> _____	

## 2 Owner(s)

PRIMARY FULL LEGAL NAME	SSN OR TIN	BIRTH DATE	EMAIL
TRUST NAME (IF APPLICABLE)	TRUSTEE NAME (IF APPLICABLE)	TRUST DATE (IF APPLICABLE)	
ADDRESS	CITY	STATE	ZIP CODE
GENDER <input type="checkbox"/> Female <input type="checkbox"/> Male <input type="checkbox"/> Not Applicable	PHONE		
JOINT FULL LEGAL NAME (AVAILABLE ONLY FOR NON-QUALIFIED ANNUITIES)	SSN OR TIN	BIRTH DATE	EMAIL
ADDRESS	CITY	STATE	ZIP CODE
GENDER <input type="checkbox"/> Female <input type="checkbox"/> Male	PHONE		

## 3 Annuitant (Only if other than Owner(s). Limit to living Annuitant(s).)

PRIMARY FULL LEGAL NAME	SSN OR TIN	BIRTH DATE	EMAIL
ADDRESS	CITY	STATE	ZIP CODE
GENDER <input type="checkbox"/> Female <input type="checkbox"/> Male	PHONE		
JOINT FULL LEGAL NAME (AVAILABLE ONLY FOR NON-QUALIFIED ANNUITIES)	SSN OR TIN	BIRTH DATE	EMAIL
ADDRESS	CITY	STATE	ZIP CODE
GENDER <input type="checkbox"/> Female <input type="checkbox"/> Male	PHONE		

## 4 Premium

AMOUNT ATTACHED	ESTIMATED AMOUNT(S) FORTHCOMING	TOTAL AMOUNT EXPECTED
-----------------	---------------------------------	-----------------------

## 5 Allocation Direction

INDEX INTEREST ACCOUNT	FIXED INTEREST ACCOUNT	TOTAL
%	%	= 100%

## 6 Owner, Annuitant and Broker Remarks (If additional remarks are attached to this application, be sure to sign and date all papers.)

7 Contract Type (Choose one.)

Non-Qualified Funds

New Investment  1035 Exchange (Attach form **[12213.]**)  Transfer (Attach form **[12213.]**)

Traditional IRA

New Investment  Rollover (Attach form **[12213.]**)  Transfer (Attach form **[12213.]**)

Roth IRA

New Investment  Rollover (Attach form **[12213.]**)  Transfer (Attach form **[12213.]**)

Simplified Employee Pension (SEP) IRA

New Investment  Rollover (Attach form **[12213.]**)  Transfer (Attach form **[12213.]**)

Inherited IRA

Rollover (Attach form **[12213]** and **[13668.]**)  Transfer (Attach form **[12213]** and **[13668.]**)

Non-ERISA 403(b) Tax-Sheltered Annuity with Contributions from  Participant  Employer

New Investment  Rollover (Attach form **[12213-TSA-A.]**)  Transfer (Attach form **[12213-TSA-A.]**)

ERISA 403(b) Tax-Sheltered Annuity with Contributions from  Participant  Employer

New Investment  Rollover (Attach form **[12213-TSA-A.]**)  Transfer (Attach form **[12213-TSA-A.]**)

Qualified Pension for Plan Year \_\_\_\_\_, for Plan Type  Defined Benefit  Defined Contribution

New Investment (Attach form **[5835]**)  Transfer (Attach form **[12213]** and **[5835]**)

8 Beneficiary Designation (To designate more primary and/or contingent beneficiaries, attach your written instructions with your signature

**Primary Beneficiary(ies)**

<b>PRIMARY</b> FULL LEGAL NAME	SSN OR TIN	BIRTH DATE	RELATIONSHIP
TRUST NAME (IF APPLICABLE)	TRUSTEE NAME (IF APPLICABLE)	TRUST DATE (IF APPLICABLE)	
ADDRESS	CITY	STATE	ZIP CODE
<b>PRIMARY</b> FULL LEGAL NAME	SSN OR TIN	BIRTH DATE	RELATIONSHIP
TRUST NAME (IF APPLICABLE)	TRUSTEE NAME (IF APPLICABLE)	TRUST DATE (IF APPLICABLE)	
ADDRESS	CITY	STATE	ZIP CODE

**Contingent Beneficiary(ies)**

<b>CONTINGENT</b> FULL LEGAL NAME	SSN OR TIN	BIRTH DATE	RELATIONSHIP
TRUST NAME (IF APPLICABLE)	TRUSTEE NAME (IF APPLICABLE)	TRUST DATE (IF APPLICABLE)	
ADDRESS	CITY	STATE	ZIP CODE
<b>CONTINGENT</b> FULL LEGAL NAME	SSN OR TIN	BIRTH DATE	RELATIONSHIP
TRUST NAME (IF APPLICABLE)	TRUSTEE NAME (IF APPLICABLE)	TRUST DATE (IF APPLICABLE)	
ADDRESS	CITY	STATE	ZIP CODE

**Contract Return;**

If the contract is returned, Standard Insurance Company will: (a) cancel the contract form from the beginning; and (b) promptly refund any premium paid by the owner, less any prior partial withdrawals, within 10 days after receiving: (1) a written notice of cancellation; (2) the original contract document; and (3) a completed form [5031] or IRS forms W-9 and W-4P from the owner.

**Applies if the annuity is purchased through a bank or credit union.**

The annuity is not a deposit. The annuity is not guaranteed by any bank or credit union. The annuity is not insured by the FDIC or by any other governmental agency. The purchase of an annuity is not a provision or condition of bank or credit union activity. Some annuities are subject to investment risk and may go down in value.

**State Fraud Notices**

**AR, KY, LA, ME, NM, OH, PA and TN Residents** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

**CO Residents** It is unlawful to knowingly provide false, incomplete or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of any insurance company who knowingly provides false, incomplete, or misleading information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division Of Insurance of Regulatory Services.

**DC, RI Residents** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**MD Residents** Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**FL Residents** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

**NJ Residents** Any person who includes any misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**OK Residents: WARNING.** Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony

**WA Residents** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

**Privacy Statement**

I understand that, in the course of processing my application, Standard Insurance Company may collect personal information about: (a) me; and (b) others I have identified in this application, e.g. beneficiaries, policyowners and annuitants. I understand that the personal information may include information about my: (a) age; (b) occupation; (c) income; (d) finances; and (e) other insurance. Standard Insurance Company may obtain personal information from: (a) this application; (b) other forms I submit to Standard Insurance Company; (c) an employer; (d) an insurance sales representative; (e) other insurance companies; (f) Standard Insurance Company's web sites; and (g) any other person, organization or institution having records or knowledge of me that are necessary to process this transaction. In the course of processing this transaction there may be circumstances in which Standard Insurance Company discloses to other parties the information collected about me. I authorize Standard Insurance Company to disclose personal information to: (a) an employer (e.g. name, employment status and Social Security number); (b) organizations or persons, including insurance sales representatives, that perform services or functions necessary to process this transaction; and (c) other insurance companies. No other disclosure may be made without my further authorization except: (a) to the extent necessary for the conduct of Standard Insurance Company's business; or (b) as permitted or required by law. I understand that failure to sign the authorization may: (a) impair the ability to process my application; and (b) be the basis for denying my application. I understand that this authorization: (a) will automatically expire 24 months following the date of my signature below; (b) may be revoked by me at any time by sending a written request for revocation to Standard Insurance Company at the address above; and (c) such revocation may be the basis for denying my application. I also understand that: (a) I (or my authorized representative) have the right to request a copy of my authorization and to learn the nature and substance of any personal information about me in Standard Insurance Company's file; (b) I (or my authorized representative) have the right to ask Standard Insurance Company to correct or amend such information, if necessary; and (c) Standard Insurance Company will carefully review my request and, where appropriate, make the necessary change. To obtain further information about these rights and information practices, I have been informed that I may request a copy of the *Privacy Notice* by contacting Standard Insurance Company at the address above.

10 Owner(s) and Annuitant(s) Declarations

I represent that all statements and information provided herein are true and complete to the best of my belief and knowledge. I understand that the application will be attached to and made a part of the annuity contract. Additionally, I declare the following:

- A  Yes  No To the best of my knowledge, the owner has existing life insurance policies or annuity contracts.
- B  Yes  No To the best of my knowledge, the contract applied for will replace an existing life insurance policy or annuity contract. If so, the broker has left with me all materials used in this presentation.
- C  Yes  No I have received a *Buyer's Guide To Fixed Deferred Annuities*.
- D  Yes  No I have received and read the applicable product disclosure and understand the various product features, including but not limited to: (a) surrenders and withdrawals; (b) surrender charges; (c) surrender charge period; (d) early withdrawal tax penalty; and (e) annuitization.
- E  Yes  No I am a full-time, active-duty member of the US Armed Forces (to include a reserve unit serving under published orders for training).
- F  Yes  No I understand that I am purchasing an index annuity. I also understand that although the annuity values may be affected by the external index, the contract does not directly participate in any stock or equity investments. In the event of index gain, no interest will be credited to the Index Interest Account until the end of an Index Term, except as shown in the contract.
- G  Yes  No I am purchasing an [ISA5, ISA7, ISA10]. If yes:
  - Yes  No I understand that this annuity includes a market value adjustment feature. During the market value adjustment period, any amount surrendered or used to provide annuity benefits may be subject to a market value adjustment. The adjustment may increase or decrease the amounts payable under the contract. I understand that: (a) if interest rates rise after the contract effective date, the market value adjustment will generally decrease the surrender value; and (b) if interest rates fall after the contract effective date, the market value adjustment will generally increase the surrender value.
- H  Yes  No I understand and acknowledge that The Standard does not offer legal, financial, tax, investment or estate-planning advice and I have had the opportunity to seek such advice from the proper sources before purchasing this annuity. I agree that the purchase of this annuity is appropriate to my particular legal, financial, tax, investment, estate-planning goals and other circumstances.

PRIMARY OWNER SIGNATURE	DATE	SIGNED AT (CITY, STATE)
Signing as <input type="checkbox"/> Owner <input type="checkbox"/> Trustee <input type="checkbox"/> Attorney in Fact (Attach certified Power of Attorney and form <b>[14389]</b> ) <input type="checkbox"/> Other _____		
JOINT OWNER SIGNATURE	DATE	SIGNED AT (CITY, STATE)
PRIMARY ANNUITANT SIGNATURE (IF NOT OWNER)	DATE	SIGNED AT (CITY, STATE)
JOINT ANNUITANT SIGNATURE (IF NOT OWNER)	DATE	SIGNED AT (CITY, STATE)

11 Insurance Broker Declarations

FULL LEGAL NAME	E-MAIL	PHONE	
BUSINESS OR INSTITUTION NAME	PAYMENT OPTION <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C		
ADDRESS	CITY	STATE	ZIP CODE
INSURANCE LICENSE NUMBER	STANDARD INSURANCE COMPANY PRODUCER IDENTIFICATION		

I declare that the application was signed and dated by the annuitant and owner, if not the annuitant, after all answers and information were recorded herein; and I have truly and accurately recorded on this form all of the information provided by the annuitant and owner, if not the annuitant. Additionally, I certify:

- A  Yes  No To the best of my knowledge, the owner has existing life insurance policies or annuity contracts. In those states using replacement form **[10443]**, that form is attached, if the answer is yes, even if not used as a replacement.
- B  Yes  No To the best of my knowledge, the contract applied for will replace an existing life insurance policy or annuity contract. If Yes, an appropriate replacement form is attached.
- C  Yes  No I have delivered a *Buyer's Guide To Fixed Deferred Annuities* to the owner.
- D  Yes  No I have delivered an appropriate product disclosure to the owner and have explained the information contained therein. I believe the applicant understands the various product features, including but not limited to: (a) surrenders and withdrawals; (b) surrender changes; (c) surrender charge period; (d) early withdrawal tax penalty; and (e) annuitization.
- E  Yes  No To the best of my knowledge, the owner is a full-time, active-duty member of the US Armed Forces (to include a reserve unit serving under published orders for training). If Yes, form **[3995]** attached.
- F  Yes  No With respect to the suitability of this annuity sale, the requirements have been met. I have completed form **[12216 or 15510, as applicable]** with the owner; the original of that form is attached, a copy has been left with the owner and a copy is on file with me.
- G  Yes  No I have verified the identity of the owner and annuitant, if not the annuitant, by reviewing a government-issued photo identification.

\_\_\_\_\_  
INSURANCE BROKER SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNED AT (CITY, STATE)

STANDARD INSURANCE COMPANY HOME OFFICE USE

Any changes to the application as noted here must be signed in writing by the applicant.

SERFF Tracking Number: STAN-127701814 State: Arkansas  
 Filing Company: Standard Insurance Company State Tracking Number: 50038  
 Company Tracking Number: ISA5/7/10  
 TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed  
 Product Name: ISA5/7/10  
 Project Name/Number: ISA5/7/10/

## Supporting Document Schedules

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Flesch Certification		
<b>Comments:</b>		
<b>Attachment:</b> Readability Certification.pdf		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Bypassed - Item:</b> Application		
<b>Bypass Reason:</b> Application Form SI 15904 is submitted under the Form Schedule tab.		
<b>Comments:</b>		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Life & Annuity - Acturial Memo		
<b>Comments:</b>		
<b>Attachment:</b> Actuarial_Memo_Generic ISA_v2.pdf		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Explanation of Variability		
<b>Comments:</b>		
<b>Attachment:</b> EOV.pdf		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Certifications of Compliance		
<b>Comments:</b> Compliance Certifications for:		

*SERFF Tracking Number:* STAN-127701814      *State:* Arkansas  
*Filing Company:* Standard Insurance Company      *State Tracking Number:* 50038  
*Company Tracking Number:* ISA5/7/10  
*TOI:* A071 Individual Annuities - Special      *Sub-TOI:* A071.001 Equity Indexed  
*Product Name:* ISA5/7/10  
*Project Name/Number:* ISA5/7/10/

Regulation 19s 10B

External-Indexed Contract Guidelines

**Attachments:**

Compliance Certification -- Reg 19s 10B.pdf

Certification - External Indexed Contract Guidelines.pdf

STANDARD INSURANCE COMPANY  
1100 SW SIXTH AVENUE  
PORTLAND, OREGON 97204

## CERTIFICATION OF READABILITY

**Re:** Individual Single Premium Deferred Index Annuity Contract Form No. SPDA-IA2(07/11)

Contract Data Form Nos. SPDA-ISA5(07/11), SPDA-ISA7(07/11), SPDA-ISA10(07/11)

Payment Options Table Form Nos. DST(07/11), DST-Q(07/11)

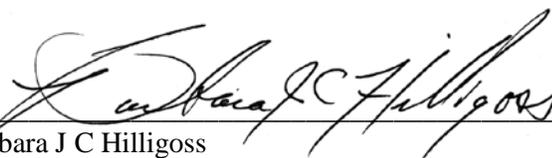
Rider Form Nos. R-PTP(07/11), R-IRCBO-C(07/11), R-IRCBO-I(07/11), R-MVA(07/11), R-DB(07/11), R-ANN(07/11), R-TCB(07/11), R-NHB(07/11), R-ANNDW(07/11), R-POF(07/11), R-EIO(07/11), R-EIO-F(07/11), R-IRC-BONUS(07/11), R-AAR(07/11)

Individual Deferred Annuity Application Form No. SI 15904

I hereby certify that with respect to the above-referenced forms, the forms meet or exceed the minimum reading ease score and all other required readability requirements

<u>Form Number</u>	<u>Flesch Reading Ease Score</u>
SPDA-IA2(07/11)*	61.0
SPDA-ISA5(07/11)*	61.0
SPDA-ISA7(07/11)*	61.0
SPDA-ISA10(07/11)*	61.0
DST(07/11)*	61.0
DST-Q(07/11)*	61.0
R-PTP(07/11)	69.0
R-IRCBO-C(07/11)	76.0
R-IRCBO-I(07/11)	74.0
R-MVA(07/11)	57.0
R-DB(07/11)	77.0
R-ANN(07/11)	72.0
R-TCB(07/11)	62.0
R-NHB(07/11)	62.0
R-ANNDW(07/11)	75.0
R-POF(07/11)	67.0
R-EIO(07/11)	69.0
R-EIO-F(07/11)	69.0
R-IRC-BONUS(07/11)	79.0
R-AAR(07/11)	62.0
SI 15904	58.0

\*Scored together as one component.

  
\_\_\_\_\_  
Barbara J C Hilligoss  
2<sup>nd</sup> Vice President and Associate Actuary, Individual Annuities

October 3, 2011

\_\_\_\_\_  
Date

STANDARD INSURANCE COMPANY  
1100 SW SIXTH AVENUE  
PORTLAND, OREGON 97204

EXPLANATION OF VARIABILITY  
SINGLE PREMIUM DEFERRED INDEX ANNUITY

**Re:** Single Premium Deferred Index Annuity Contract Form No. SPDA-IA2(07/11)  
Contract Data Form No. SPDA-ISA5(07/11)  
Contract Data Form No. SPDA-ISA7(07/11)  
Contract Data Form No. SPDA-ISA10(07/11)  
Payment Options Table Form No. DST(07/11)  
Payment Options Table Form No. DST-Q(07/11)  
Point-To-Point Index Rider Form No. R-PTP(07/11)  
Market Value Adjustment Rider Form No. R-MVA(07/11)  
Bailout Index Rate Cap Waiver of Surrender Charge Rider Form No. R-IRCBO-C(07/11)  
Bailout Index Rate Cap Waiver of Surrender Charge Rider Form No. R-IRCBO-I(07/11)  
Percent of Annuity Fund Value Waiver of Surrender Charge Rider Form No. R-POF(07/11)  
Terminal Condition Benefit Waiver of Surrender Charge Rider Form No. R-TCB(07/11)  
Nursing Home Benefit Waiver of Surrender Charge Rider Form No. R-NHB(07/11)  
Annuity Benefit Waiver of Surrender Charge Rider Form No. R-ANN(07/11)  
Death Benefit Waiver of Surrender Charge Rider Form No. R-DB(07/11)  
Death of Annuitant Waiver of Surrender Charge Rider Form No. R-ANNDW(07/11)  
Automatic Account Rebalancing Rider Form No. R-AAR(07/11)  
Bonus Index Rate Cap Rider Form No. R-IRC-BONUS(07/11)  
Earned Interest Waiver of Surrender Charge Rider Form No. R-EIO(07/11)  
Earned Interest Waiver of Surrender Charge Rider Form No. R-EIO-F(07/11)  
Index Annuity Application Form No. SI 15904

**VARIABILITY** – Variability, as noted within this Explanation of Variability, shall be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination

**BRACKETS**

- Soft Brackets { } – Denote that provision or text is optional, i.e., may be or may not be included in policy.
- Hard Brackets [ ] – Denote that provision or text is variable.

**CONTRACT – SPDA-IA2(07/11)**

- **Contract Cover**
  1. Address and Phone Number – Will insert company home office's Individual Annuities Administration address and phone number.
  2. Owner(s) – Will insert name(s) of Owner(s).
  3. Contract Number – Will insert contract number.
  4. Annuitant(s) – Will insert name(s) of Annuitant(s).
  5. Contract Effective Date – Will insert contract effective date.
  6. Signatures, Titles – Will insert signature and appropriate title of current company President and Corporate Secretary.
- **Contract Data – SPDA-ISA5(07/11), SPDA-ISA7(07/11) and SPDA-ISA10(07/11)**

- General Contract Information
  7. Contract Number – Will insert contract number.
  8. Owner(s) – Will insert name(s) of Owner(s).
  9. Annuitant(s) – Will insert name(s) of Annuitant(s).
  10. (Older) Annuitant's Age at Issue – Will insert (older) Annuitant's age as of contract effective date.
  11. Contract Effective Date – Will insert contract effective date.
  12. Annuity Date – Will insert annuity date. The annuity date will be (a) the contract anniversary nearest the (older) Annuitant's 95th birthday or (b) the 10th contract anniversary date, whichever is later.
  13. Initial Premium – Will insert the amount of the initial premium.
  14. Additional Riders
    - Will include when any of the optional riders are issued with the contract.
    - Will list the name(s) and form number(s) of the rider(s) issued with the contract.
    - We are filing optional riders for plan design flexibility purposes. We plan the initial roll-out to use these riders included in this submission: Point-To-Point Index Rider; Market Value Adjustment Rider; Bailout Index Rate Cap Waiver of Surrender Charge Rider (form number R-IRCBO-I(07/11)); Terminal Condition Benefit Waiver of Surrender Charge Rider; Nursing Home Benefit Waiver of Surrender Charge Rider; Annuity Benefit Waiver of Surrender Charge Rider; Death Benefit Waiver of Surrender Charge Rider; Death of Annuitant Waiver of Surrender Charge Rider. We also plan the initial roll-out to use the previously approved Percent of Annuity Fund Value Waiver of Surrender Charge Rider. Any change in plan design as determined by us relative to optional riders will be within the variability noted herein and in our filing cover letter, and will be administered uniformly in a non-discriminatory manner.
- Insurance Department Information
  15. Name, Address and Phone Number – Will insert state insurance department information.
- Initial Account Allocation Percentages
  16. Fixed Interest Account(s)
    - Will insert the percentage of premium allocated to the fixed interest account(s).
    - In the event that more than one fixed interest account is available according to the plan design, we will use an identifier to distinguish among the types of fixed interest accounts, e.g., A, B, I, II, point-to-point, monthly averaging, etc.
    - For plan design flexibility, we are including the possibility of providing more than one fixed interest account. We plan the initial roll-out to include one fixed interest account. Any change in plan design to provide more than one fixed interest account, as determined by us, will be within the variability noted herein and administered uniformly on a prospective basis in a non-discriminatory manner.
  17. Index Interest Account(s)
    - Will insert the percentage of premium allocated to the index interest account(s).
    - In the event that more than one index interest account is available according to the plan design, we will use an identifier to distinguish among the types of index interest accounts, e.g., A, B, I, II, point-to-point, monthly averaging, etc.
    - For plan design flexibility, we are including the possibility of providing more than one index interest account. We plan the initial roll-out to include one index interest account. Any change in plan design to provide more than one index interest account, as determined by us, will be within the variability noted

herein and administered uniformly on a prospective basis in a non-discriminatory manner.

➤ Minimum Nonforfeiture Value

18. Prospective Fund Value Effective Annual Interest Rates

- Will insert the rate for both the fixed interest account(s) and the index interest account(s). The range is 0.00% to 2.63% (see Actuarial Memorandum).

19. Minimum Fund Value Effective Annual Interest Rates

- Will insert the rate for both the fixed interest account(s) and the index interest account(s). The range is 1.00% to 3.00% (see Actuarial Memorandum).

➤ Fixed Interest Account(s)

- For plan design flexibility, we are including the possibility of providing more than one fixed interest account. We plan the initial roll-out to include one fixed interest account. Any change in plan design to provide more than one fixed interest account, as determined by us, will be within the variability noted herein and administered uniformly on a prospective basis in a non-discriminatory manner.
- In the event that more than one fixed interest account is available according to the plan design, we will use an identifier to distinguish among the types of fixed interest accounts, e.g., A, B, I, II, point-to-point, monthly averaging, etc.

20. Initial Fixed Interest Account Premium – Will insert the amount of premium allocated to the fixed interest account.

21. Initial Premium's Guaranteed Effective Annual Interest Rate – Will insert the current interest rate applicable to the initial premium for the first 12 months.

➤ Index Interest Account(s)

- For plan design flexibility, we are including the possibility of providing more than one index interest account. We plan the initial roll-out to include one index interest account. Any change in plan design to provide more than one index interest account, as determined by us, will be within the variability noted herein and administered uniformly on a prospective basis in a non-discriminatory manner.
- In the event that more than one index interest account is available according to the plan design, we will use an identifier to distinguish among the types of index interest accounts, e.g., A, B, I, II, point-to-point, monthly averaging, etc.

22. Initial Index Interest Account Premium – Will insert the amount of premium allocated to the index interest account.

23. Initial Index Rate Cap – Will insert the initial index rate cap. Ranges from 1.00% to a percentage supported by the current economic environment. The index rate cap may be revised on a regular basis after the initial index term, generally at renewal of new index terms. Any declared rate cap will be within the variability noted herein and administered uniformly on a prospective basis in a non-discriminatory manner.

24. Initial Index Interest Account Allocation Date – Will insert the date the initial premium allocated to the index interest account is placed in that account.

25. Participation Rate – Will insert participation rate. Ranges from 15% to 100%. Any declared participation rate will be within the variability noted herein and administered uniformly on a prospective basis in a non-discriminatory manner.

26. Index Term – Will insert the index term. Ranges from 12 to 36 months. We are filing a range for plan design flexibility. We plan the initial roll-out to have a 12-month index term. Any change in plan design to change the length of the index term, as determined by us, will be within the variability noted herein and administered uniformly on a prospective basis in a non-discriminatory manner.

27. Index Determination Method – Will insert the applicable index determination method.

• **Payment Options Table**

28. DST(07/11) will be used for non-qualified plans. DST-Q(07/11) will be used for qualified plans.

- **Contract Back Cover**

29. Address and Phone Number – Will insert company home office’s Individual Annuities Administration address and phone number.

**POINT-TO-POINT INDEX RIDER – R-PTP(07/11)**

30. Address and Phone Number – Will insert company home office’s Individual Annuities Administration address and phone number.

31. Owner(s) – Will insert name of Owner(s).

32. Contract Number – Will insert contract number.

33. Annuitant(s) – Will insert name of Annuitant(s).

34. Rider Effective Date – Will insert the effective date of the rider.

35. Index – Will insert the applicable name of the index. For plan design flexibility, we are filing for variability in the index that will be used. We may (1) revise the index used for prospective business as of a given date, (2) change the current index used if the index in use is no longer available, and (3) add index choices. We plan the initial roll-out to use the S&P 500. Any change in plan design to use any other or additional indices, as determined by us, will be within the variability noted herein and administered uniformly on a prospective basis in a non-discriminatory manner.

36. Standard & Poor’s Disclaimer – Will include when using the S&P 500 as the index. The disclaimer is required by McGraw-Hill and its use as written has been agreed upon between Standard Insurance Company and McGraw-Hill.

37. Index Term – Will insert the length of the index term. Ranges from 12 to 36 months. We are filing such range for plan design flexibility. We plan the initial roll-out to use 12 months. Any change in plan design, as determined by us, will be within the variability herein and administered uniformly on a prospective basis in a non-discriminatory manner.

38. Signatures, Titles – Will insert signature and appropriate title of current company President and Corporate Secretary.

**MARKET VALUE ADJUSTMENT RIDER – R-MVA(07/11)**

39. Address and Phone Number – Will insert company home office’s Individual Annuities Administration address and phone number.

40. Owner(s) – Will insert name of Owner(s).

41. Contract Number – Will insert contract number.

42. Annuitant(s) – Will insert name of Annuitant(s).

43. Rider Effective Date – Will insert the effective date of the rider.

44. Index – Will include when using the Bloomberg index. We plan the initial roll-out to use the Bloomberg indices noted in our rider. We understand that any change in index will require a filing submission and approval prior to use.

45. Market Value Adjustment Period – Will insert the number of the rider’s effective date anniversary. The number is generally determined by the end of the surrender period or the market value adjustment period, according to plan design. We plan the initial roll-out of our submitted plan designs to use the following anniversaries of the rider effective date:

SPDA-ISA5(07/11) 5<sup>th</sup> anniversary of the rider effective date

SPDA-ISA7(07/11) 7<sup>th</sup> anniversary of the rider effective date

Any change in plan design, as determined by us, will be within the variability noted herein and administered uniformly on a prospective basis in a non-discriminatory manner.

46. Index Used to Determine the Index Rate – Will insert the applicable index. The index will be that which closely approximates or equals the greater of the surrender period or the market

value adjustment period. We plan the initial roll-out of our submitted plan designs to use the following indices:

SPDA-ISA5(07/11)	Bloomberg Fair Value U.S. Dollar Denominated U.S. Industrial A 5 Year
SPDA-ISA7(07/11)	Bloomberg Fair Value U.S. Dollar Denominated U.S. Industrial A 7 Year
SPDA-ISA10(07/11)	Bloomberg Fair Value U.S. Dollar Denominated U.S. Industrial A 10 Year

Any change in plan design, as determined by us, will be within the variability noted herein and administered uniformly on a prospective basis in a non-discriminatory manner.

47. Change of Index – Will insert the applicable index. See “Index Used to Determine the Index Rate” above.
48. Signatures, Titles – Will insert signature and appropriate title of current company President and Corporate Secretary.

#### **BAILOUT INDEX RATE CAP WAIVER OF SURRENDER CHARGE RIDERS – R-IRCBO-C(07/11) and R-IRCBO-I(07/11)**

- For plan design flexibility, we are including the possibility of waiving surrender charges under a rider when funds are surrendered from either the applicable index interest account(s) or from the entire contract. Form R-IRCBO-C(07/11) will be used when the plan design applies the surrender charge waiver to a surrender of funds from the entire contract. Form R-IRCBO-I(07/11) will be used when the plan design applies the surrender charge waiver to a surrender of funds from the applicable index interest account(s). We plan that the initial roll-out will not include a bailout index rate cap waiver of surrender charge. Any change to application of a bailout index rate cap waiver of surrender charges in a plan design, as determined by us, will be within the variability noted herein and administered uniformly on a prospective basis in a non-discriminatory manner.
49. Address and Phone Number – Will insert company home office’s Individual Annuities Administration address and phone number.
  50. Owner(s) – Will insert name of Owner(s).
  51. Contract Number – Will insert contract number.
  52. Annuitant(s) – Will insert name of Annuitant(s).
  53. Rider Effective Date – Will insert the effective date of the rider.
  54. Affected Index Interest Account(s) – In the event that more than one index interest account is available according to the plan design, we will identify to which index interest account(s) a bailout index rate cap is applied. We will distinguish among the types of index interest accounts, e.g., A, B, I, II, point-to-point, monthly averaging, etc. Any application of a bailout index rate cap to a particular index interest account or accounts, as determined by us, will be within the variability noted herein and administered uniformly on a prospective basin a non-discriminatory manner
  55. Bailout Index Rate Cap Percentage – Will insert the bailout rate cap interest rate. Please see the Actuarial Memorandum for how the bailout index rate cap is calculated. Any application of or change to the bailout rate cap interest rate, as determined by us, will be within the variability noted herein and administered uniformly on a prospective basin a non-discriminatory manner.
  56. Signatures, Titles – Will insert signature and appropriate title of current company President and Corporate Secretary.

#### **PERCENT OF ANNUITY FUND VALUE WAIVER OF SURRENDER CHARGE RIDER – R-POF(07/11)**

57. Address and Phone Number – Will insert company home office’s Individual Annuities Administration address and phone number.
58. Owner(s) – Will insert name of Owner(s).

59. Contract Number – Will insert contract number.
60. Annuitant(s) – Will insert name of Annuitant.
61. Rider Effective Date – Will insert the effective date of the rider.
62. Benefit Eligibility Date
  - Will include if the plan design with which the optional rider is to be used includes a one-contract-year wait to become eligible for the waiver benefit. We plan the initial roll-out to include a one-contract-year wait.
  - Will insert the benefit eligibility date, the first anniversary of the rider effective date.
63. After the first Contract Year – Will include if the plan design with which the optional rider is to be used includes a one-contract-year wait to become eligible for the waiver benefit. We plan the initial roll-out to include a one-contract-year wait.
64. Percentage – Will insert the percentage of the value of the annuity fund upon which surrender charges will be waived at the time of total or partial surrender. Ranges from 10% to 20%. We plan the initial roll-out to include a 10% of annuity fund waiver of surrender charges under this rider. Any change to the percentage, as determined by us, will be within the variability noted herein and administered uniformly on a prospective basis in a non-discriminatory manner.
65. Signatures, Titles – Will insert signature and appropriate title of current company President and Corporate Secretary.

**TERMINAL CONDITION BENEFIT WAIVER OF SURRENDER CHARGE RIDER – R-TCB(07/11)**

66. Address and Phone Number – Will insert company home office's Individual Annuities Administration address and phone number.
67. Owner(s) – Will insert name of Owner(s).
68. Contract Number – Will insert contract number.
69. Annuitant(s) – Will insert name of Annuitant.
70. Rider Effective Date – Will insert the effective date of the rider.
71. Benefit Eligibility Date – Will insert the first anniversary of the rider effective date.
72. Signatures, Titles – Will insert signature and appropriate title of current company President and Corporate Secretary.

**NURSING HOME BENEFIT WAIVER OF SURRENDER CHARGE RIDER – R-NHB(07/11)**

73. Address and Phone Number – Will insert company home office's Individual Annuities Administration address and phone number.
74. Owner(s) – Will insert name of Owner(s).
75. Contract Number – Will insert contract number.
76. Annuitant(s) – Will insert name of Annuitant(s).
77. Rider Effective Date – Will insert the effective date of the rider.
78. Benefit Eligibility Date – Will insert the first anniversary of the rider effective date.
79. Signatures, Titles – Will insert signature and appropriate title of current company President and Corporate Secretary.

**ANNUITY BENEFIT WAIVER OF SURRENDER CHARGE RIDER – R-ANN(07/11)**

80. Address and Phone Number – Will insert company home office's Individual Annuities Administration address and phone number.
81. Owner(s) – Will insert name of Owner(s).
82. Contract Number – Will insert contract number.
83. Annuitant(s) – Will insert name of Annuitant(s).
84. Rider Effective Date – Will insert the effective date of the rider.
85. Signatures, Titles – Will insert signature and appropriate title of current company President and Corporate Secretary.

**DEATH BENEFIT WAIVER OF SURRENDER CHARGE RIDER – R-DB(07/11)**

86. Address and Phone Number – Will insert company home office's Individual Annuities Administration address and phone number.

87. Owner(s) – Will insert name of Owner(s).
88. Contract Number – Will insert contract number.
89. Annuitant(s) – Will insert name of Annuitant(s).
90. Rider Effective Date – Will insert the effective date of the rider.
91. Signatures, Titles – Will insert signature and appropriate title of current company President and Corporate Secretary.

#### **DEATH OF ANNUITANT WAIVER OF SURRENDER CHARGE RIDER – R-ANNDW(07/11)**

92. Address and Phone Number – Will insert company home office's Individual Annuities Administration address and phone number.
93. Owner(s) – Will insert name of Owner(s).
94. Contract Number – Will insert contract number.
95. Annuitant(s) – Will insert name of Annuitant(s).
96. Rider Effective Date – Will insert the effective date of the rider.
97. Signatures, Titles – Will insert signature and appropriate title of current company President and Corporate Secretary.

#### **AUTOMATIC ACCOUNT REBALANCING RIDER – R-AAR(07/11)**

- For plan design flexibility, we are including Form R-AAR(07/11) which will be used when a plan design includes an automatic account rebalancing feature that may be elected by the owner(s). We plan the initial roll-out not to include an automatic account rebalancing feature. Any change to inclusion of an automatic account rebalancing feature, as determined by us, will be within the variability noted herein and administered uniformly on a prospective basis in a non-discriminatory manner.
98. Address and Phone Number – Will insert company home office's Individual Annuities Administration address and phone number.
  99. Owner(s) – Will insert name of Owner(s).
  100. Contract Number – Will insert contract number.
  101. Annuitant(s) – Will insert name of Annuitant(s).
  102. Rider Effective Date – Will insert the effective date of the rider.
  103. Signatures, Titles – Will insert signature and appropriate title of current company President and Corporate Secretary.

#### **BONUS INDEX RATE CAP RIDER – R-IRC-BONUS(07/11)**

- For plan design flexibility, we are including Form R-IRC-BONUS(07/11) which will be used when a plan design includes a bonus index rate cap feature. We plan the initial roll-out not to include a bonus index rate cap feature. Any change to inclusion of a bonus index rate cap feature, as determined by us, will be within the variability noted herein and administered uniformly on a prospective basis in a non-discriminatory manner.
104. Address and Phone Number – Will insert company home office's Individual Annuities Administration address and phone number.
  105. Owner(s) – Will insert name of Owner(s).
  106. Contract Number – Will insert contract number.
  107. Annuitant(s) – Will insert name of Annuitant(s).
  108. Rider Effective Date – Will insert the effective date of the rider.
  109. Bonus Index Rate Cap Percentage – Will insert the bonus rate cap percentage. Ranges from 1.00% to 10.00%. Any application of a bonus index rate cap percentage or change to the bonus index rate cap percentage, as determined by us, will be within the variability noted herein and administered uniformly on a prospective basis in a non-discriminatory manner.
  110. Time Period – Will insert the time period for which the bonus applies. Ranges from the first year of the initial Index Term to the first three index terms (Index Terms are filed as variable from 12 to 36 months). Any change to the time period for which the bonus applies, as determined by us, will be within the variability noted and administered uniformly on a prospective basis in a non-discriminatory manner.

111. Signatures, Titles – Will insert signature and appropriate title of current company President and Corporate Secretary.

**EARNED INTEREST WAIVER OF SURRENDER CHARGE RIDER – R-EIO(07/11) and R-EIO-F(07/11)**

- For plan design flexibility, we are including the possibility of waiving surrender charges on partial surrenders equaling a percentage of the annuity fund. Form R-EIO(07/11) will be used when a plan design applies a surrender charge waiver to a percentage of funds surrendered from the contract. Form R-EIO-F(07/11) will be used when a plan design applies a surrender charge waiver to a percentage of funds surrendered from a fixed interest account. We plan the initial roll-out not to apply an earned interest waiver of surrender charges. Any change to application of an earned interest waiver of surrender charges in a plan design, as determined by us, will be within the variability noted herein and administered uniformly on a prospective basis in a non-discriminatory manner.
112. Address and Phone Number – Will insert company home office's Individual Annuities Administration address and phone number.
113. Owner(s) – Will insert name of Owner(s).
114. Contract Number – Will insert contract number.
115. Annuitant(s) – Will insert name of Annuitant(s).
116. Rider Effective Date – Will insert the effective date of the rider.
117. Surrender Amount Percentage – Will insert the percentage of the annuity fund upon which surrender charges may be waived. Ranges from 10% to 20%. We are filing this range for plan design flexibility. Any application of a surrender amount percentage or change to the surrender amount percentage, as determined by us, will be within the variability noted herein and administered uniformly on a prospective basis in a non-discriminatory manner.
118. Signatures, Titles – Will insert signature and appropriate title of current company President and Corporate Secretary.

**APPLICATION – SI 15904**

119. Logo – Will insert current logo.
120. Address and Phone Number – Will insert company home office's Individual Annuities Administration address and phone number.
121. Purchase – The submissions of any new products that may use the application will include reference to use of the application. The listing of products will be revised to add new products upon state approval of such product and to delete products that are no longer marketed.
122. Owner(s) – The order in which the information is requested may be revised. Generally the order of requested information is shifted due to size/format differences when provided in a format other than 8½" by 11" print.
123. Annuitant – The order in which the information is requested may be revised. Generally the order of requested information is shifted due to size/format differences when provided in a format other than 8½" by 11" print.
124. Contract Type – The order in which the information is requested may be revised. Generally the order of requested information is shifted due to size/format differences when provided in a format other than 8½" by 11" print.
125. Beneficiary Designation – The order in which the information is requested may be revised. Generally the order of requested information is shifted due to size/format differences when provided in a format other than 8½" by 11" print.

Notices and Disclosures

126. Fraud Statements – Specific fraud statements may be revised based upon revised state law or regulation regarding such statements. Additional state fraud statements may be added upon newly enacted statute or newly adopted regulation in a given state that requires such on our application forms. Any changes to state law listed will be resubmitted for review purposes.

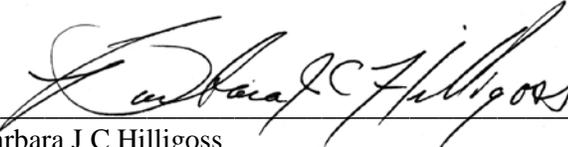
127. Privacy Statement – The privacy statement may be revised based on revised or enacted/adopted state and federal statute or regulation.
128. Insurance Broker Declarations
  - a) The order in which the information is requested may be revised. Generally the order of requested information is shifted due to size/format differences when provided in a format other than 8½” by 11” print.
  - b) Payment Option – May be revised if we begin offering alternative commission payment schedules.
129. List of Policy Forms – The listing of policy form numbers will be revised to add new individual deferred annuity products upon state approval and to delete products that are no longer marketed.
130. References to Administrative Forms – As administrative forms are revised and updated, new form numbers are generally given to such forms. Any revisions to form numbers of administrative forms referenced in the application will be updated.

STANDARD INSURANCE COMPANY  
1100 SW SIXTH AVENUE  
PORTLAND, OREGON 97204

CERTIFICATION OF COMPLIANCE  
ARKANSAS REGULATION 19S 10B  
UNFAIR SEX DISCRIMINATION IN THE SALE OF INSURANCE

**Re:** Individual Single Premium Deferred Index Annuity Contract Form No. SPDA-IA2(07/11), et al.

I hereby certify that the above-referenced form(s) meet the requirements of Arkansas Regulation 19s 10B.

  
\_\_\_\_\_  
Barbara J C Hilligoss  
2<sup>nd</sup> Vice President and Associate Actuary, Individual Annuities

\_\_\_\_\_  
October 31, 2011

Date

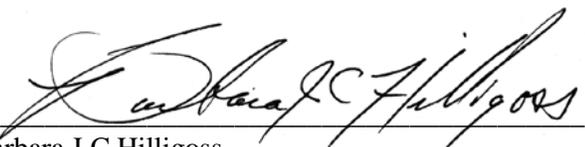
STANDARD INSURANCE COMPANY  
1100 SW SIXTH AVENUE  
PORTLAND, OREGON 97204

CERTIFICATION OF COMPLIANCE  
ARKANSAS EXTERNAL INDEXED CONTRACT GUIDELINES

**Re:** Individual Single Premium Deferred Index Annuity Contract Form No. SPDA-IA2(07/11), et al.

I hereby certify that the above-referenced form(s) meet the requirements of the Arkansas External Indexed Guidelines. Accordingly, I hereby certify that:

1. I have reviewed the contract summary disclosure for use with the above form. It is in no way deceptive, confusing or misleading and contains the requisite items per the guidelines;
2. Standard Insurance Company provides product training for the above form. The contract will not be solicited by any person who is not trained and qualified;
3. Standard Insurance Company will address external-indexed contracts separately in the annual (Section 8) actuarial opinion and memorandum addressing each year the amount and type of assets held and the level of reserves and how developed; and
4. Standard Insurance Company will establish and maintain a detailed file defining the system for hedging. Results of regular analysis of the effectiveness of the system should be made a part of the file.

  
\_\_\_\_\_  
Barbara J C Hilligoss  
2<sup>nd</sup> Vice President and Associate Actuary, Individual Annuities

\_\_\_\_\_  
November 15, 2011  
Date