



This disclosure is not intended to be a complete explanation of the Index Growth Annuity. Features may vary by state. Consult your contract for complete details and contact your representative of The Standard if you have any questions.

The Index Growth Annuity is a single premium deferred index annuity in which: (a) interest is earned during the accumulation phase; and (b) the annuity payments are deferred until the annuity date or upon annuitization. The Index Growth Annuity offers separate annuity account allocation options: the Fixed Interest account and the Index Interest account. You may allocate premium between the two accounts. The Index Growth Annuity's principal and earnings are not subject to income taxes until funds are withdrawn or distributed. A 10% IRS early-withdrawal penalty may apply to withdrawals or distributions prior to age 59½.

Issue Age

An Index Growth Annuity will be issued for annuitants and owners ages 0 – 90.

Contract Effective Date

An Index Growth Annuity's effective date is the date the premium is received in the home-office of The Standard. This date is indicated on the policy cover and in the contract's data pages.

Premium

An Index Growth Annuity may be established with an initial premium ranging from \$15,000 to \$1,000,000 (or more with prior home-office approval). Premium is allocated between the Fixed Interest account and the Index Interest account and will receive the interest rate and index rate cap in effect as of the date the application and premium are received in the home office.

Some states assess a premium tax, which will be deducted from the Annuity Fund by The Standard.

Maturity Date

The maturity date is the later of the anniversary nearest the date the annuitant reaches age 95 and the tenth contract anniversary. At this time the contract will annuitize and begin its payout phase, unless otherwise directed.

Interest Rates

Index Interest Account

Interest is credited at the end of an index term for the Index Interest account. The interest credited to the funds in the Index Interest account equals: (a) the growth of the S&P 500® index over the index term; multiplied by (b) the amount of funds in the Index Interest account at the end of the index term; subject to (c) the participation rate and index rate cap.

The growth in the S&P 500 index equals: (a) the value of the index as of the end of the index term; minus (b) the value of the index as of the beginning of the index term; divided by (c) the value of the index as of the beginning of the index term.

The interest credited to your Index Interest account is subject to an index rate cap and participation rate (see Index Rate Cap and Participation Rate below).

No interest will be credited if there is no growth in the S&P 500 index. No interest will be deducted if there is a loss in the S&P 500 index.

Example of Index Interest Account Growth

On October 15, 2004

- the S&P 500 value was 1103.29;
- a premium of \$20,000 was 100% allocated to the Index Interest account with an index rate cap of 7.00%.

On October 15, 2005

- the S&P 500 value was 1186.57;
- the participation rate was 100%;
- the interest credited to the Index Interest account would have been calculated as follows:
 1. The growth in the S&P 500 index over the index term must be determined and compared with the index rate cap:
 - $100\% [(1186.57-1103.29)/1103.29] = 7.5483\%$;
 - The lesser of 7.5483% and 7.00% is 7.00%.
 2. The interest credited amount is calculated:
 - $7.00\% * \$20,000 = \$1,400$

Index Rate Cap

The index rate cap is the maximum index change used in determining the interest rate to be credited to funds in the Index Interest account at the end of each index term.

An initial index rate cap is assigned to the Index Interest account (your representative of The Standard can tell you the current index rate cap). After the initial index term, a renewal index rate cap will be declared annually, based on the current interest-rate and economic environment.

Participation Rate

The participation rate is the maximum percentage of the index change that will be used to calculate the interest to be credited to the funds in the Index Interest account. The participation rate is guaranteed for the life of the contract.

Bailout Index Rate Cap

The contract is assigned a bailout index rate cap of 2% less than the initial index rate cap. If a declared renewal index rate cap is below the bailout index rate cap, surrender charges will be waived on the withdrawal of annuity funds from the Index Interest account during the period of time that the index rate cap is below the bailout index rate.

Fixed Interest Account

That portion of the premium placed in the Fixed Interest account will be credited with interest daily. The initial interest rate is guaranteed for one year. After the one-year guarantee period, the premium in the Fixed Interest account will receive a renewal rate based on the current interest-rate and economic environment.

The Fixed Interest account will include a minimum guaranteed rate below which the crediting rate will never fall. This minimum is set in accordance with state requirements. Once set, it is guaranteed for the life of the contract.

Safety And Guarantees

Minimum Surrender Value Guarantee

The annuity contract includes a minimum surrender value that will grow as the contract remains in force. The minimum surrender value equals: (a) 100% of the premium, accumulated at the guaranteed minimum interest rate; minus (b) surrender charges applied to the total surrender.

If any partial surrenders (withdrawals) have been made prior to a total surrender, the amount of premium accumulated at the contract guaranteed minimum interest rate will be reduced by those partial surrenders, including applicable surrender charges. In all instances, the minimum surrender value will meet or exceed state minimum nonforfeiture requirements.

Example of Minimum Surrender Value Guarantee

In a contract with:

- a premium of \$20,000;
- 100% allocated to the Index Interest account;
- a guaranteed minimum interest rate of 2.00%;
- no withdrawals; and
- no premium tax

the minimum surrender value in the fourth contract year would be:

- \$20,869.29 for the Index Growth Annuity 5; and
- \$20,479.62 for the Index Growth Annuity 7.

Guaranteed Contract Minimum Interest Rate

The Annuity Fund is assigned a guaranteed contract minimum interest rate. The Annuity Fund is guaranteed to grow at a rate which equals or exceeds that rate. This rate is set in accordance with state requirements. Once set, it is guaranteed for the life of the contract.

Statutory Minimum Nonforfeiture Value

The contract surrender value will never be less than the statutory minimum nonforfeiture value. The statutory minimum nonforfeiture value is: (a) 87.5% of the premium allocated to the fixed interest account, accumulated at the guaranteed fixed interest account minimum annual interest rate; plus (b) 87.5% of the premium allocated to the index interest account, accumulated at the contract guaranteed minimum interest rate; adjusted as required for account reallocations and amounts surrendered (excluding surrender charges for prior partial surrenders).

Optional Feature

Principal Guarantee

A special, optional feature available in the Index Growth Annuity allows the addition of a principal guarantee. If this feature is added at the time of application, the owner or beneficiary will never receive less than 100% of the total premium payments, net of any withdrawals that may have been taken. If this feature is selected, the contract will have a lower index rate cap than will a contract without the rider.

Surrender Schedules

The surrender charges below represent a percentage of the annuity balance and may apply to withdrawals made during the contract's surrender-charge period. Withdrawals must be \$500 or more and \$2,000 must remain in the account for the contract to remain in force. A 10% IRS penalty may apply to withdrawals made before age 59½.

IGA 5	Year	1	2	3	4	5		
	Charge	8%	7%	6%	4%	2%		
IGA 7	Year	1	2	3	4	5	6	7
	Charge	9%	8%	7%	6%	5%	4%	2%

Accessing Funds

The Index Growth Annuity offers many ways to access funds without incurring a surrender charge. There are no surrender charges associated with the following options, but an IRS penalty may apply before age 59½. See the marketing information for more details.

- Annual withdrawals of up to 10% of your annuity fund (inclusive of all other partial withdrawals)
- Nursing home and terminal condition waiver ^{①②③}
- Substantially Equal Periodic Payments
- IRS Required Minimum Distributions
- Out-of-surrender-charge-period withdrawals

Annuitization[®]

An Index Growth Annuity may be converted into an income annuity with The Standard at any time to begin receiving regular payments without surrender charge. A life income option or an income option with a payout period of five years or more must be chosen.

Death Benefit[®]

The greater of (a) the value of the annuity fund as of the date of death; or (b) the minimum surrender value as of the date of death is paid to the beneficiary upon the death of the owner. Such death benefit must be must begin within one year of the date of death, may not extend beyond the beneficiary's life expectancy and must be paid within 5 years of the date of death unless the beneficiary is the spouse, in which case the spouse may continue to contract as though the spouse were the original owner.

Example Illustration Based on S&P 500 Index

The following illustrates product performance based on historical S&P 500 index results.

Assumptions for Illustration

- Index Growth Annuity 7
- Index rate cap is 7.50%
- \$25,000 premium
- Fixed Interest crediting rate is 3.25%
- 11/15/2000 contract effective date
- Participation rate is 100%
- 100% allocated to Index Interest account

Date	S&P 500 Index	Change in S&P 500	Cap Rate	Account Credit	Account Value	Surrender Charge	Surrender Value	Guarantee Minimum Surrender Value
11/15/2000	1389.81				\$25,000.00			
11/15/2001	1142.24	-17.81%	7.50%	0.00%	\$25,000.00	9.00%	\$23,434.50	\$23,434.50
11/15/2002	909.83	-20.35%	7.50%	0.00%	\$25,000.00	8.00%	\$24,137.28	\$24,137.28
11/15/2003	1050.35	15.44%	7.50%	7.50%	\$26,875.00	7.00%	\$25,181.88	\$24,858.80
11/15/2004	1183.81	12.71%	7.50%	7.50%	\$28,890.63	6.00%	\$27,330.53	\$25,599.52
11/15/2005	1229.01	3.82%	7.50%	3.82%	\$29,993.72	5.00%	\$28,644.00	\$26,359.93

① Available after the first contract year.

② The nursing home waiver is not available in Massachusetts. State-specific conditions apply to the terminal condition waiver.

③ If initiated on other than the anniversary date of the account allocation, there will be a partial index credit if there were index gains.

Guarantees are based on the claims-paying ability of Standard Insurance Company.

Policy SPDA-IA (6/05); Rider R-ANNPTP-B20 (6/05), R-NHB-IA (6/05), R-TCB-IA (6/05), R-TEN-IA (6/05), R-GOP-IA (6/05), R-SEPP-IA (6/05), R-ERTSA (11/08), R-NERTSA (11/08), IRA (7/02), Roth IRA (7/02), R-QPP (9/03)

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The S&P 500 index does not reflect dividends paid on the underlying stocks.

1 Owner(s) Acknowledgement

I affirm that I am purchasing an Index Growth Annuity from Standard Insurance Company. I understand that: (a) the contract provides for a choice in allocating monies between an Index Interest account and a Fixed Interest account; (b) the final decision regarding the allocation of monies between the accounts is mine; and (c) my agent is not acting as a registered investment adviser. I certify that the percentages provided on the application (form **12601**) are my intent. I understand that: (a) the contract is not a registered security or stock-market investment and does not directly participate in any stock or equity investment; and (b) the S&P 500 index is a price index and does not reflect dividends paid on the underlying stocks. I understand that the contract is intended as a long-term savings vehicle and as such may have substantial penalties for early surrenders. I further understand that annuities are not insured by the FDIC or any federal government agency; deposits of or guaranteed by any bank or credit union; or a provision or condition of any bank or credit union activity. Some annuities are subject to investment risk and may lose value. I certify that: (a) I have read and fully understand the IGA product brochure, the application and this disclosure statement; and (b) I have retained a copy of all solicitation materials used during the course of the sale. I also certify that: (a) the index rate cap and participation rate plan features have been explained to me; and (b) I understand how they work in terms of calculating the growth of funds in the Index Interest account.

PRIMARY OWNER NAME

JOINT OWNER NAME

PRIMARY OWNER SIGNATURE

DATE

JOINT OWNER SIGNATURE

DATE

2 Broker Acknowledgement

I certify that I have read and fully understand the *Index Growth Annuity Sales Guide* (form **12274**) and all consumer materials for this product. Additionally, I have provided the Owner(s) with the consumer materials used during the course of the presentation, the application and this disclosure statement and have made no statements, representations or promises about product features or future rate performance that are in any way inconsistent with those materials. I further certify that all suitability requirements have been discussed with the applicant and have been met.

INSURANCE BROKER NAME

STANDARD INSURANCE COMPANY IDENTIFICATION NUMBER

INSURANCE BROKER SIGNATURE

DATE