



Fidelity &
Guaranty Life®

Performance Pro[®]

Flexible Premium Fixed Deferred Indexed Annuity
Options for your retirement planning



Performance Pro is a flexible premium fixed deferred indexed annuity

What is that?

Flexible Premium: This means you can make multiple premium payments.

Deferred: This means the maturity date is in the future and annuitization does not begin immediately. Also, you pay no current income tax on interest earned. Taxes are deferred until you withdraw your earnings.¹

Fixed: This means that on the fixed interest rate option, Fidelity & Guaranty Life Insurance Company guarantees for one year periods a fixed rate of interest.

Indexed: This means that it offers indexed interest crediting options. The indexed interest crediting options earn interest depending on how a market index performs. On the indexed options you could earn indexed interest, limited to the declared cap, as applicable. **You will never be credited less than 0%.**

The annuity does not participate in any stock, bond or equity investments. You aren't buying shares of stock or an index. Dividends paid on the stocks on which the indices are based don't increase your annuity earnings.

Annuity: An annuity is a vehicle to provide payments to the holder at specified intervals, usually following retirement. It is designed to be a long-term retirement tool and not to be used to meet short-term financial goals.

¹ Tax deferral offers no additional value if the annuity is used to fund a qualified plan, such as an IRA and may not be available if the owner of the annuity is not a natural person such as a corporation or certain types of trusts.

² A tax penalty could theoretically apply if the person is under 59½.

*In this document are important points to think about before you buy the **Performance Pro**® annuity from Fidelity & Guaranty Life Insurance Company. Fidelity & Guaranty Life has prepared this summary to help you understand Performance Pro's many options, advantages and limitations.*

*Your agent will provide to you the **Performance Pro** Statement of Understanding disclosure form. Please review the Statement of Understanding, then confirm your understanding by completing and signing the Applicant Acknowledgement on the last page.*

Product features include:

- ✓ *Minimum guarantees that protect your principal from market decline.*
- ✓ *Upside interest potential through six indexed-linked interest crediting options or an annually declared interest rate.*
- ✓ *Downside protection – any indexed-linked interest credited is never taken away, due to market decline.*
- ✓ *A Guaranteed Minimum Withdrawal Benefit Rider that guarantees a level lifetime income without the need to annuitize.
(Rider charges may apply)*
- ✓ *Liquidity for life's unexpected events. Surrender charges are waived for home health care, diagnosis of a terminal illness or nursing home confinement. These riders (addendums to the contract) provide full access to your account value without penalty.²
(Certain conditions may apply and riders may not be available in all states.)*

Guarantees

- ✓ *The minimum guaranteed surrender value (MGSV) is the minimum you will receive if you surrender your contract. It is meant to provide a known value, a floor, and is required of products of this type. The minimum guaranteed surrender value is 87.5% of your premiums compounding at the minimum guaranteed surrender value rate. That rate is between 1% and 3%, is set at issue and fixed for the life of your contract.*

How does Performance Pro work?¹

1. HOW WILL THE VALUE OF MY ANNUITY GROW?

Eight Interest Crediting Options (Subject To Cap/Spread Rate)

Seven of the eight interest crediting options in your annuity will earn interest based on formulas linked to changes in an index or price. These are subject to a limit or cap/spread rate (please see Interest-Crediting Options 1 through 7 in the side box).

You choose which Interest-Crediting Options you wish to participate in. With respect to the indexed/commodity interest crediting options, interest, if any, is credited on each crediting option's anniversary and, because indexed/commodity interest will never be less than 0%, your account value will never decrease due to a declining index or price.

The eighth interest crediting option is the Fixed Interest Option. The initial interest rate is GUARANTEED for one year, and the rate thereafter is declared in advance and guaranteed in one year increments. The rate is guaranteed never to be less than 1%.

Performance Pro offers you the ability to reallocate your account value between these options at the end of each crediting option anniversary.

2. WHAT GUARANTEES ARE INCLUDED IN MY ANNUITY?

87.5% of Your Premium Compounding at a Rate Between 1% and 3% as a Minimum Guaranteed Surrender Value (MGSV)

Your annuity contains a protective floor. The minimum guaranteed surrender value on a full surrender is 87.5% of premium, plus daily interest accruing at the MGSV accumulation interest rate. That rate is between 1% and 3%, is set at issue and fixed for the life of the contract. The MGSV is reduced by prior withdrawals.

You will be paid the greater of the vested account value, less any applicable surrender charges, market value adjustment (MVA), and rider charges, or the MGSV.

¹ See the Performance Pro Statement of Understanding for additional details.

² Refer to your agent for the current caps and rates.

Indexed Interest Crediting Options

Barclays

- ✓ Barclays Trailblazer Sectors 5 Index Two year point to point with a spread. The Barclays Index can be found at <http://trailblazer.barclays.com>.

S&P 500[®]

- ✓ One-year monthly point-to-point with a cap
- ✓ One-year annual point-to-point with a cap
- ✓ Two-year point-to-point with a cap
- ✓ Three-year point-to-point with a cap

Gold Commodity

- ✓ One-year Gold Commodity annual point-to-point with a cap. The gold price is the USD p.m. closing price of gold as printed by the London Bullion Market Association on a specified date and can be found at: www.lbma.org.uk

Dow Jones

- ✓ Dow Jones U.S. Real Estate Daily Risk Control 10% USD Total Return Index Five year point to point with a spread.

Fixed Interest Option²

The interest rate your annuity is issued with is guaranteed for one year. After the first contract anniversary, we will declare, on or before each contract anniversary, a new interest rate that is guaranteed for one year.

Indexed Interest Crediting Options²:
Minimum caps/spreads

Each interest crediting option has minimum caps/spread per year. These are the lowest the rates could be set at each crediting option anniversary.

- ✓ Two-year Barclays Trailblazer Sectors 5 Index with a spread. Maximum spread: 5% over 2 years
- ✓ One-year monthly point-to-point with a cap. Minimum cap per month: 1%
- ✓ One-year annual point-to-point with a cap. Minimum cap per year: 1%
- ✓ Two-year point-to-point with a cap. Minimum cap per period: 2%
- ✓ Three-year point-to-point with a cap. Minimum cap per period: 2%
- ✓ One-year Gold Commodity annual point-to-point with a cap. Minimum cap per year: 1%
- ✓ Five-year Dow Jones U.S. Real Estate Risk Control 10% Index with a spread. Maximum spread per year: 5% annually, 25% over 5 years.

3. HOW DO I GET INCOME FROM MY ANNUITY?

There are several ways to access your account value, including transforming your account in to annuity payments. If you take withdrawals during the surrender charge period, you may be assessed a surrender charge and MVA if the amount withdrawn is in excess of the free amount. In addition, you may be subject to a 10% penalty tax if you are under age 59½ at the time of the distribution.

Free Partial Withdrawals

Each contract year (after the first contract year), you may withdraw, surrender charge free, 10% of your vested account value as of the prior anniversary, less any free withdrawals taken during the current contract year. If your annuity was issued in connection with a tax qualified plan (such as an IRA), you may be required to take minimum distributions beginning at age 70½.

Partial Withdrawals and Option for Systematic Withdrawals

Before annuity payments begin you may take up to four withdrawals per year (\$500 minimum), or you may take regular systematic withdrawals on a monthly, quarterly, semi-annual or annual basis (\$100 minimum). During the surrender charge period, withdrawals that exceed the annual 10% free partial withdrawal amount will be subject to surrender charges and MVA. Interest will not be credited to any amounts withdrawn if taken prior to the interest crediting date for the options you have chosen and are currently in.¹

Annuity Payouts

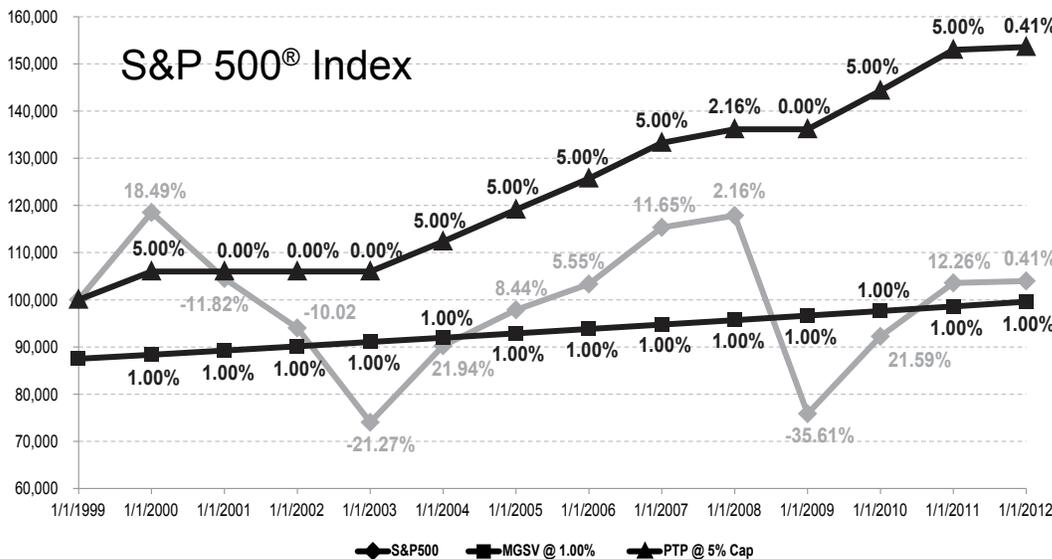
You must begin receiving annuity payments no later than the maturity date. The maturity date is fixed at contract issue and is no later than the contract anniversary following the annuitant's (or the oldest annuitant's if a second annuitant is named) 100th birthday. Annuity payments are based on the surrender value.² An annuity option may be changed any time before annuity payments begin.

If your annuity was issued in connection with a tax qualified plan, you may be required to take minimum distributions beginning at age 70½.

¹ Exceptions may apply to index terms greater than 3 years.

² For TX, surrender charges are waived for annuitization. Surrender charges are assessed for full surrenders.

The following hypothetical examples demonstrates how this indexed interest crediting option works, assuming an allocation of \$100,000 in premium without any additional premium payments. Keeping in mind that past performance is no guarantee of future results, let's assume no vesting bonus, no rider charges, deductions, or withdrawals are made, and no surrender charges or market value adjustments apply.

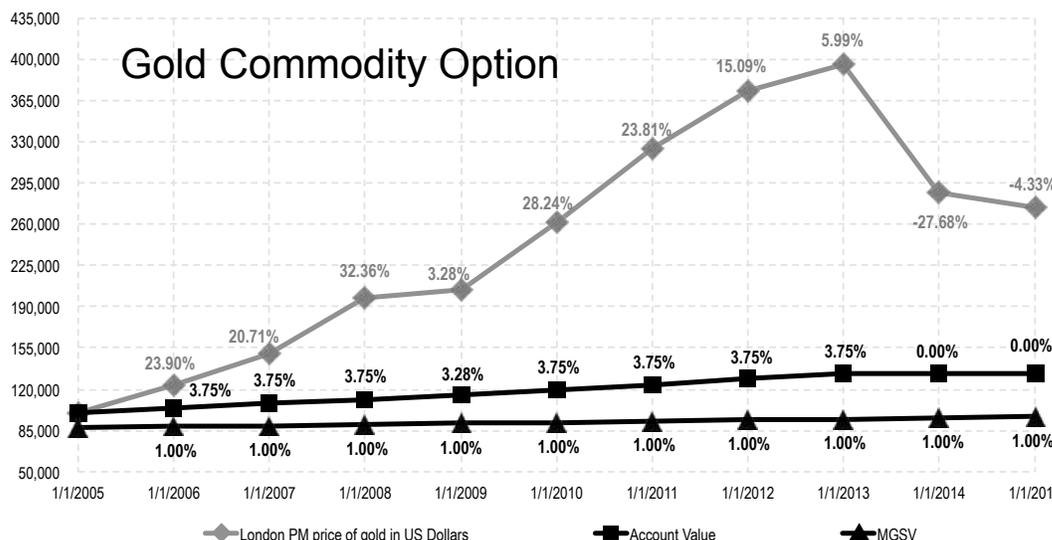


This hypothetical example assumes a new Performance Pro contract was issued on January 1, 2005, utilizing \$100,000 in premium allocated entirely to the one-year annual point-to-point with a cap Indexed Interest Crediting Option without any reallocation to other interest crediting options. This example further assumes the non-guaranteed cap rate was 3.50% and did not change throughout the entire period shown. In reality, cap rates are subject to change, subject to certain contractual minimum guarantees. The example further assumes that during the period shown, there were no additional premiums paid, no rider charges deducted, no premium bonus applied, no surrender, no withdrawals of any type and thus no surrender charges or market value adjustments applied. Performance Pro is not available for sale without the Enhanced Guaranteed Minimum Withdrawal Benefit Rider and rider charges will be deducted from the contract for this benefit. Although this product was not available for the time period referenced, actual historical prices of the S&P 500 Index have been used. The example is hypothetical, non-guaranteed and is not an indication of the annuity's past or future performance.

The use of alternate rates or assumptions would produce significantly different results.

The S&P 500 Index does not include dividends paid on the underlying stocks, and therefore does not reflect the total return of the underlying stocks; neither a market index nor any market indexed annuity is comparable to a direct investment in the financial markets. Indexed annuities do not directly participate in any stock or equity investments.

Minimum Guaranteed Surrender Value:
87.5% of premium accumulating at 1.00%



This hypothetical example assumes a new Performance Pro contract was issued on January 1, 2005, utilizing \$100,000 in premium allocated entirely to the Gold Commodity one-year annual point-to-point with a cap Interest Crediting Option without any reallocation to other interest crediting options. This example further assumes the non-guaranteed cap rate was 3.75% and did not change throughout the entire period shown. In reality, cap rates are subject to change, subject to certain contractual minimum guarantees. The example further assumes that during the period shown, there were no additional premiums paid, no rider charges deducted, no premium bonus applied, no surrender, no withdrawals of any type and thus no surrender charges or market value adjustments applied. Performance Pro is not available for sale without the Enhanced Guaranteed Minimum Withdrawal Benefit Rider and rider charges will be deducted from the contract for this benefit. Although this product was not available for the time period referenced, actual historical prices of the Gold Commodity Option have been used. The example is hypothetical, non-guaranteed and is not an indication of the annuity's past or future performance.

The use of alternate rates or assumptions would produce significantly different results.

Minimum Guaranteed Surrender Value:
87.5% of premium accumulating at 1.00%

SURRENDER CHARGES

What happens if I take out some or all of the money from my annuity?

A surrender charge and MVA applies for the first ten years on full or partial surrenders in excess of the 10% annual free amount allowed, and in calculating the annuity payments unless they do not apply under the conditions below.

Annuity Year:										
1	2	3	4	5	6	7	8	9	10	11+
Surrender Charge:										
14%	13%	12%	11%	10%	8%	6%	4%	2%	1%	0%

The surrender charge equals the surrender charge percentage for the applicable contract year multiplied by the amount of account value that exceeds the penalty free amount available. Please review your annuity for the appropriate surrender charge schedule.¹

Is there any way to withdraw money during the surrender charge period without paying a surrender charge?

Free partial withdrawals are available each contract year, after the first contract year, during the surrender charge period and you may withdraw up to 10% of your vested account value as of the prior contract anniversary.

Waiver of surrender charge riders listed below.

- **Home Health Care Rider²** *If the annuitant requires Home Health Care Services by a licensed Home Health Care provider as a result of being impaired in performing two out of six activities of daily living as outlined in your contract, and such care begins at least one year after the annuity's effective date, and the impairment has lasted at least 60 days and is expected to continue for at least 90 days following the request. Surrender charges and MVA will be waived on withdrawals made while the annuitant is impaired.*
- **Nursing Home Benefit Rider³** *If you are confined to a licensed nursing home for more than 60 days, and your confinement begins at least one year after the annuity's effective date, surrender charges and MVA will be waived on withdrawals made during the period of your confinement.*
- **Terminal Illness Benefit Rider** *If a licensed physician certifies that you have been diagnosed with an illness or condition that causes your life expectancy to be less than one year, and the diagnosis takes place at least one year after the annuity's effective date, surrender charges and MVA will be waived during this period of terminal illness.*

Surrender charges and MVA are not imposed if you die. If your spouse as beneficiary elects to continue the contract and subsequently surrenders, your spouse will be subject to a surrender charge if within the surrender charge period.

¹ The following states follow an alternate surrender charge schedule: CA, DE, IN, MA, NJ, NV, OH, OK, SC, TX and UT. For all of these states except IN, the surrender charge schedule is: 9%, 9%, 8%, 7%, 6%, 5%, 4%, 3%, 2%, 1%, 0%. For IN, the surrender charge schedule is: 12%, 11%, 10%, 9%, 8%, 7%, 6%, 5%, 4%, 3%, 0%.

² Not available in ID, MA, SD and WI.

³ Not available in MA and SD.

Payment In The Event Of Death

Should you die before annuity payments begin, we will pay the greater of the total account value and the MGSV to the beneficiary named in your annuity. We will also pay a partial interest credit, if applicable, up to the date of death.

Account Value

The annuity's total account value equals 100% of premium plus interest credited to each interest crediting option, less any previous withdrawals and associated surrender charges and MVA. For an explanation of the MGSV please see page 3.

Surrender Value

The annuity's surrender value is the greater of:

- Vested account value, less surrender charges; or
- Minimum guaranteed surrender value.

See the Statement of Understanding for detailed descriptions of the indexed interest crediting options. All of the indexed interest crediting options may not always be available for allocations. You may move your account value among the interest crediting options at the end of index crediting periods. Any premium paid between contract anniversaries is allocated to the fixed interest option until the next applicable indexed crediting period at which time your premium will be allocated to the chosen indexed interest option. Annuities are issued with an effective date of the 1st, 8th, 15th or 22nd of the month. Premiums are held without interest until the next available effective date. Special rules apply if one of these dates falls on a weekend or holiday. If you withdraw money from an indexed interest crediting option on any day other than an interest crediting option anniversary you will not earn indexed interest on the amount you withdraw. The minimum initial premium to purchase this contract is \$10,000 and the minimum allocation to any option is \$2,000.

4. DO I PAY ANY FEES OR CHARGES?

Fees, Expenses & Other Charges

Your full premium is available to potentially earn interest from the effective date of your annuity (surrender charges and MVA apply for the first ten contract years on full or partial surrenders in excess of the free amount).

There is a charge for the Enhanced Guaranteed Minimum Withdrawal Benefit rider which is deducted from the contract's account value annually after the completion of the first contract year. The annual charge for this rider is 0.95% multiplied by the income base.

5. DOES THIS AFFECT MY TAXES?

How will annuity payments and withdrawals from my annuity be taxed?

The annuity is tax-deferred, which means you don't pay taxes on the interest it earns until the money is considered paid to you. When you take payouts or make a withdrawal, you pay ordinary income taxes on the earned interest. Withdrawals are treated as coming from earnings first and then as a return of your premium. Payments under an annuity payment plan are treated as coming partially from earnings and partially as return of premium. You may pay a 10% federal income tax penalty on earnings you withdraw before age 59½.

If your state imposes a premium tax, it may be deducted from the money you receive. You may exchange one tax-deferred annuity for another without paying taxes on the earnings when you make the exchange. Before you do, compare the benefits, features, and costs of the two annuities. You may pay a surrender charge on the annuity you are exchanging. Also, you may start a new surrender charge period in the new annuity.

If your annuity was issued in connection with a tax qualified plan, you may be required to take minimum distributions beginning at age 70½.

Internal Revenue Code provides that if an annuity is held by a non-natural person and such person is not holding as an agent for a natural person, the contract shall not be treated as an annuity contract for income tax purposes.

Information provided regarding tax or estate planning should not be considered tax or legal advice. Consult your own tax professional or attorney regarding your unique situation.

Does buying an annuity in a retirement plan provide extra tax benefit?

Buying an annuity within an IRA doesn't give you any extra tax benefit, although contributions to an IRA to purchase the contract may be tax deductible. The annuity is tax-deferred, which means you generally don't pay taxes on the money until it is paid to you. Payments under an annuity payment plan are generally entirely taxable under most traditional IRA plans.¹ Choose the annuity based on its other features and benefits as well as its risks and costs, not its tax benefits. Please consult your tax advisor regarding your unique situation.

¹ Taxation of IRA plans varies depending on the type of IRA, traditional IRA, Roth IRA, SEP IRA you own.

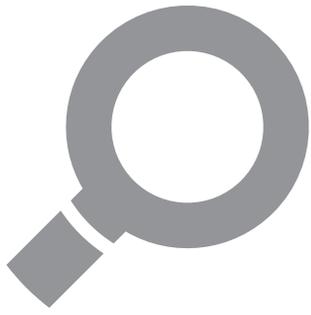
6. WHAT ELSE DO I NEED TO KNOW?

Other Information

- This annuity is designed for people who are willing to let their assets build for at least ten years.
- We may change your annuity contract from time to time to follow federal or state laws and regulations. If we do, we'll tell you about the changes in writing.
- You have a set number of days (at least 10) to look at the annuity after you buy it. If you decide during that time that you don't want it, you can return the annuity and get your premium back. Read the cover page of your annuity contract as soon as you receive it to understand how many days you have to decide if you want to keep it.
- At least once each year, we will send you a report of the current annuity values.
- We pay the agent, broker, or firm for selling the annuity to you. Compensation is not deducted from your premium.
- Required Minimum Distributions – Under certain tax qualified annuities, required minimum distributions must begin no later than April 1st of the year following your attainment of age 70½ and must be paid to you over a period not longer than your life expectancy.
- Your annuity values are guaranteed by Fidelity & Guaranty Life Insurance Company. As a legal reserve company, Fidelity & Guaranty Life Insurance Company is required by state regulation to maintain reserves equal to or greater than guaranteed surrender values.

7. WHAT SHOULD I KNOW ABOUT FIDELITY & GUARANTY LIFE?

Incorporated in 1959, Fidelity & Guaranty Life Insurance Company has a solid commitment to serving the individuals it knows best – middle market consumers seeking the safety, protection, accumulation and income features of secure life insurance and annuity products. Fidelity & Guaranty Life offers its series of focused life insurance and annuity products through its network of independent marketing organizations. Insurance products are offered through Fidelity & Guaranty Life Insurance Company in every state, other than New York, as well as the District of Columbia. In New York, products are offered through a wholly owned subsidiary, Fidelity & Guaranty Life Insurance Company of New York.



Hypothetical Examples

The following examples are not intended to be representations of past or future performance of Performance Pro.

These examples use hypothetical caps and index value changes and are intended to demonstrate how the various options work under a variety of conditions.

Steadily increasing index or Gold Price as applicable

Assume the index or Gold Price rises steadily. Performance Pro's indexed-linked formula results in the following hypothetical interest credit for the indexed interest options shown below:

MONTHLY POINT-TO-POINT WITH A CAP

Month	Index	Monthly Change in Index %	Capped Increase monthly cap rate = 1.50%
1	900.00		
2	909.30	1.03%	1.03%
3	911.20	0.21%	0.21%
4	913.30	0.23%	0.23%
5	914.40	0.12%	0.12%
6	921.30	0.75%	0.75%
7	922.80	0.16%	0.16%
8	926.20	0.37%	0.37%
9	928.10	0.21%	0.21%
10	936.70	0.93%	0.93%
11	947.30	1.13%	1.13%
12	952.90	0.59%	0.59%
13	972.10	2.01%	1.50%

Total of monthly capped changes 7.23%

Annual Interest Credit - Monthly Point to Point 7.23%

ANNUAL POINT-TO-POINT WITH A CAP

Date	Index	Change in Index %	Capped Increase annual cap rate = 2.00%
Initial	900.00		
1st Anniversary	972.10	8.01%	2.00%

Annual Interest Credit - Annual Point to Point 2.00%

GOLD - ANNUAL POINT-TO-POINT WITH A CAP

Date	Gold Price	Change in Gold Price %	Capped Increase annual cap rate = 2.00%
Initial	800.00		
1st Anniversary	850.00	6.25%	2.00%

Annual Interest Credit - Gold Annual Point-to-Point 2.00%

Sharply increasing index or Gold Price as applicable

Assume the index or Gold Price rises sharply. Performance Pro's indexed-linked formula results in the following hypothetical interest credit for the indexed interest options shown below:

MONTHLY POINT-TO-POINT WITH A CAP

Month	Index	Monthly Change in Index %	Capped Increase monthly cap rate = 1.50%
1	900.00		
2	925.65	2.85%	1.50%
3	923.61	-0.22%	-0.22%
4	939.13	1.68%	1.50%
5	1,004.96	7.01%	1.50%
6	1,008.28	0.33%	0.33%
7	1,014.43	0.61%	0.61%
8	1,032.99	1.83%	1.50%
9	1,041.15	0.79%	0.79%
10	1,040.22	-0.09%	-0.09%
11	1,116.78	7.36%	1.50%
12	1,123.37	0.59%	0.59%
13	1,126.51	0.28%	0.28%

Total of monthly capped changes 9.79%

Annual Interest Credit - Monthly Point to Point 9.79%

ANNUAL POINT-TO-POINT WITH A CAP

Date	Index	Change in Index %	Capped Increase annual cap rate = 2.00%
Initial	900.00		
1st Anniversary	1,126.51	25.17%	2.00%

Annual Interest Credit - Annual Point to Point 2.00%

GOLD - ANNUAL POINT-TO-POINT WITH A CAP

Date	Gold Price	Change in Gold Price %	Capped Increase annual cap rate = 2.00%
Initial	800.00		
1st Anniversary	950.00	18.75%	2.00%

Annual Interest Credit - Gold Annual Point-to-Point 2.00%



Steadily increasing and a sharp drop in the index or Gold Price as applicable

Assume the index or Gold Price rises steadily, sharply drops and then sharply increases. Performance Pro's indexed-linked formula results in the following hypothetical interest credit for the indexed interest options shown below:

MONTHLY POINT-TO-POINT WITH A CAP

Month	Index	Monthly Change in Index %	Capped Increase <i>monthly cap rate = 1.50%</i>
1	900.00		
2	983.25	9.25%	1.50%
3	1,020.91	3.83%	1.50%
4	1,033.98	1.28%	1.28%
5	1,118.87	8.21%	1.50%
6	967.37	-13.54%	-13.54%
7	1,026.48	6.11%	1.50%
8	983.16	-4.22%	-4.22%
9	995.84	1.29%	1.29%
10	1,014.86	1.91%	1.50%
11	1,077.38	6.16%	1.50%
12	1,094.51	1.59%	1.50%
13	1,123.73	2.67%	1.50%

Total of monthly capped changes -3.19%

Annual Interest Credit - Monthly Point to Point 0.00%

ANNUAL POINT-TO-POINT WITH A CAP

Date	Index	Change in Index %	Capped Increase <i>annual cap rate = 2.00%</i>
Initial	900.00		
1st Anniversary	1,123.73	24.86%	2.00%

Annual Interest Credit - Annual Point to Point 2.00%

GOLD - ANNUAL POINT-TO-POINT WITH A CAP

Date	Gold Price	Change in Gold Price %	Capped Increase <i>annual cap rate = 2.00%</i>
Initial	800.00		
1st Anniversary	925.00	15.63%	2.00%

Annual Interest Credit - Gold Annual Point-to-Point 2.00%

Decreasing index or Gold Price as applicable

Assume the index or Gold Price decreases throughout the year and ends with a decrease. Performance Pro's indexed-linked formula results in the following hypothetical interest credit for the indexed interest options shown below:

MONTHLY POINT-TO-POINT WITH A CAP

Month	Index	Monthly Change in Index %	Capped Increase <i>monthly cap rate = 1.50%</i>
1	900.00		
2	803.25	-10.75%	-10.75%
3	834.01	3.83%	1.50%
4	844.69	1.28%	1.28%
5	914.04	8.21%	1.50%
6	790.28	-13.54%	-13.54%
7	838.56	6.11%	1.50%
8	803.18	-4.22%	-4.22%
9	813.54	1.29%	1.29%
10	769.20	-5.45%	-5.45%
11	780.43	1.46%	1.46%
12	788.62	1.05%	1.05%
13	809.68	2.67%	1.50%

Total of monthly capped changes -22.88%

Annual Interest Credit - Monthly Point to Point 0.00%

ANNUAL POINT-TO-POINT WITH A CAP

Date	Index	Change in Index %	Capped Increase <i>annual cap rate = 2.00%</i>
Initial	900.00		
1st Anniversary	809.68	-10.04%	-10.04%

Annual Interest Credit - Annual Point to Point 0.00%

GOLD - ANNUAL POINT-TO-POINT WITH A CAP

Date	Gold Price	Change in Gold Price %	Capped Increase <i>annual cap rate = 2.00%</i>
Initial	800.00		
1st Anniversary	725.00	-9.38%	-9.38%

Annual Interest Credit - Gold Annual Point-to-Point 0.00%

Enhanced Guaranteed Minimum Withdrawal Benefit Rider¹

Flexible, guaranteed lifetime income withdrawals allow you to maintain control of your financial assets while helping you to avoid outliving your money.

Lifetime income withdrawals are available using the Enhanced Guaranteed Minimum Withdrawal Benefit (EGMWB) rider.² This EGMWB rider is innovatively designed to provide you with level, guaranteed income payments for life.³ In addition, it offers the opportunity to increase your contributions in the first contract year by crediting a guaranteed percentage rate plus an add on rate that is calculated based on index option performance and the fixed rate. The guaranteed income amount grows the longer you wait to exercise the benefit. This rider allows you the opportunity to maintain control over your annuity and financial resources, giving you the freedom to withdraw more or less or all of your guaranteed lifetime income withdrawals. Withdrawing more than the guaranteed withdrawal payment will reduce your guaranteed payment, perhaps even eliminate it, therefore you should carefully consider whether you need or want to do this.

Protection against Impairment

EGMWB includes a valuable feature that guarantees a higher guaranteed income stream while impaired and the account value is more than zero. If you are a single annuitant, the enhanced guaranteed withdrawal payment will be 2 times the standard guaranteed withdrawal payment. If you are joint annuitants, the enhanced guaranteed withdrawal payment will be 1.5 times the standard guaranteed withdrawal payment.

In order to receive the enhanced guaranteed withdrawal payments you must be certified by a physician as impaired and expected to be permanently unable to perform at least two out of six activities of daily living (ADLs). ADLs include eating, bathing, dressing, transferring, toileting, and continence. Care for the related impairment must be received by a licensed professional.

To qualify for this benefit all of the following conditions must apply:

- The contract must be in force for a minimum of three years with no premiums paid for at least three years. (This benefit will not be available until the completion of three contract years.)
- The impairment begins at least 1 year after the contract's date of issue.
- The annuitant is age 60 or older,
- The annuitant must be a U.S. resident on the approval date and;
- Must meet ADL guidelines listed above.

If impairment conditions cease or if the account value has been reduced to \$0 (assuming no excess withdrawals), the owner can continue GMWB payments at the original level of 100%.

A time to build your savings

Accumulation Period

During the accumulation period the income base is the value used to determine the guaranteed withdrawal payment. It is a value that is tracked separately from your account value and is not cash, but a means to determine the guaranteed withdrawal payment. The income base is the greater of: Premiums paid in the first year accruing for up to 10 years or age 85 or when withdrawals begin at the current EGMWB annual roll up rate; or premiums paid in the first year accruing for up to 10 years or age 85 or when withdrawals begin at the current EGMWB annual roll up rate⁴ plus the add-on rate.

The add on rate is the sum of the values $(a \times c)/b$, for all interest crediting options to which account value is allocated at the end of a Contract year, where:

- a** Is the interest crediting option account value at the end of the Contract year before interest is credited.
- b** Is the Contract account value at the end of the Contract year before interest is credited.
- c** Is (i) the current fixed interest rate for that Contract year; (ii) the indexed crediting option's interest rate for the indexed crediting option on that Contract anniversary; or (iii) zero (0) for indexed crediting options where the index crediting period has not ended.

There is a 0.95% of income base annual charge for the EGMWB rider. During the accumulation period, any withdrawals will cause the income base to be reduced in proportion to the reduction in the account value.

During the accumulation period the income base can grow as defined above, adjusted proportionately for any withdrawals you may take prior to beginning the guaranteed withdrawal payments. If the income base grows, your guaranteed withdrawal payment will also grow.⁵

During the accumulation period, you may elect to "restart" a new 10-year roll-up period. Restarting a new 10-year period extends the accumulation period and continues the growth of the income base at the annual roll-up rate.⁶

¹ Not available in all states. See your Statement of Understanding for additional details.

² There is an explicit charge for the EGMWB rider. The charge is 0.95% of the income base and is deducted from the contract's account value annually after the completion of the first contract year.

³ If you elect annuitization under your contract, you must elect a lifetime only payment option as defined in the contract in order to receive payments for life. Annuitization amount may be different than guaranteed withdrawal amount.

⁴ Please refer to your agent for the current EGMWB annual roll-up rate.

⁵ If you begin taking withdrawals the accumulation period will end, starting the withdrawal period.

⁶ Fidelity & Guaranty Life reserves the right to change the EGMWB roll-up rate upon restart. The roll-up rate is not to be less than the guaranteed rate of 2%. Restart is not available in all states. Please refer to your representative for state availability.

A time to live off of your savings

Withdrawal Period¹

You may begin taking payments through a series of withdrawals annually, semiannually, quarterly or monthly at ANY time after the first contract year, (subject to surrender charges, if any) and after having reached age 50. These withdrawal payments can be stopped and started at any time. You may take up to the guaranteed withdrawal payment amount, which is the maximum amount that can be withdrawn each contract year without negatively affecting your income base. This is the amount guaranteed to be paid for your lifetime, even if your annuity's account value falls to zero (provided no excess withdrawals are taken). The amount of the guaranteed withdrawal payment is a percentage of the income base, an amount tracked separately from the account value.

Your guaranteed withdrawal payment amount is calculated by multiplying your income base by your guaranteed withdrawal percentage and is based on your age at the time you elect to receive income payments.

Spousal Continuation: If the rider is in the accumulation period on the date of the first owner's death, this rider will continue if your spouse continues the contract. The guaranteed withdrawal percentage will be based on your spouse's age, single life, at the time income payments begin. If the rider is in the withdrawal period and the spouse was a joint annuitant under the contract, guaranteed withdrawal payments will continue based on the same annuitant's as it was at the time of owner's death.²

Contract Maturity: At contract maturity (age 100), should you elect a life only payment option of income, then the annuity payment amount is the greater of the annuity payment amount provided under the base contract for that payout option and the guaranteed withdrawal payment.³ Should you choose another payment option available under the contract, the annuity payment amount will be based on the annuity payment amount provided under the base contract.

Excess Withdrawal: An excess withdrawal is a withdrawal that causes the total withdrawals for the contract year to exceed the guaranteed withdrawal payment amount. The income base will be reduced in proportion to the reduction in the account value.

The guaranteed withdrawal payment amount will be recalculated following an excess withdrawal. Depending on the amount of the withdrawal, surrender charges and other penalties may apply.

Guaranteed Withdrawal Percentages⁴:

Annuitant's Age:	50	51	52	53	54	55	60	65	70	75	80	85+
Single Annuitant:	3.75%	3.75%	3.75%	3.75%	3.75%	4.25%	4.75%	5.25%	5.75%	6.25%	6.75%	7.25%

Payout percentages vary for age. While only certain ages are represented in the chart above, payout percentages increase by 0.50% every 5 years to age 85.

Annuitant's Age:	50	51	52	53	54	55	60	65	70	75	80	85+
Joint Annuitant:	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	4.25%	4.25%	5.25%	5.25%	6.25%	6.25%

Payout percentages vary for age. While only certain ages are represented in the chart above, payout percentages increase by 1% every 10 years to age 85.

Vesting Bonus⁵ of All Premium Received in the First Contract Year.⁶

How does it work?

- Your annuity offers a premium bonus that is calculated as 9% of all premium received in the first contract year for issue ages 0-75 and 4.5% for issue ages 76 and above.⁷
- The bonus is credited to your account value at issue, is split proportionally to each crediting option you elect, and is eligible to earn interest based on the crediting options you elect.
- The bonus amount, plus any interest earned on that amount, then vests over a period of ten years.

The vesting schedule is as follows:

Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10+
10%	20%	30%	40%	50%	60%	70%	80%	90%	100% Fully Vested

Vested percentages shown in the vesting schedule are as of the end of the contract year for each crediting option you elect.

The vested account value available to you at any given time for free withdrawals, surrenders, or annuitization includes only the vested portion of the bonus amount at that time.

The account value available as a death benefit includes 100% of any bonus amounts regardless of the portion vested at that time.

¹ If you elect to begin taking withdrawals the Accumulation Period will end, starting the Withdrawal Period.

² In order for payments to continue until the death of the second annuitant, the second annuitant must elect spousal continuation of the contract and, at contract maturity must annuitize as defined in the rider.

³ If you annuitize under your contract, you must select a lifetime only payment option as defined in the contract in order to receive payments for life. Annuitization amount may be different than guaranteed withdrawal amount.

⁴ Subject to change.

⁵ Annuities that offer bonus interest features may have higher fees and charges, longer surrender charge periods, lower credited interest rates and/or lower cap rates than annuities that do not provide the bonus feature.

⁶ The vesting bonus rates listed on this brochure are subject to change.

⁷ For the following states, the vesting bonus rates differ: California, Delaware, Massachusetts, New Jersey, Nevada, Ohio, Oklahoma, South Carolina, Texas and Utah. For these states, your annuity offers a premium bonus that is calculated as 7% of all premium received in the first contract year for issue ages 0-75 and 3.5% for issue ages 76 and above.

Contracts issued by Fidelity & Guaranty Life Insurance Company, Des Moines, IA.

Fidelity & Guaranty Life Insurance Company offers a diverse portfolio of fixed and indexed interest annuities and optional additional features. Before purchasing, consider your financial situation and alternatives available to you. Your Fidelity & Guaranty Life Insurance Company financial professional can help you determine the best alternatives for your goals and needs, or visit us at www.fglife.com for more information.

Form numbers: API-1018 (06-11), ACI-1018 (06-11); et al.

Provisions and riders may have limitations, restrictions and additional charges. Subject to state availability. Certain restrictions may apply.

This product is offered on a group or individual basis as determined by state approval.

For group contracts, terms and conditions are set forth in the group certificate and master contract and are subject to the laws of the state in which they were issued.

This document is not a legal contract. For the exact terms and conditions, please refer to the annuity contract.

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Annuities are long-term vehicles to help with retirement income needs.

Indexed interest rates are subject to a cap and/or a spread. Caps and spreads are subject to change at the discretion of Fidelity & Guaranty Life Insurance Company.

Interest rates subject to change at insurer’s discretion and are effective annual rates.

You are purchasing a fixed deferred indexed annuity contract that provides minimum guaranteed surrender values. You should understand how the minimum guaranteed surrender values are determined and the product features used to determine the values. Even though contract values may be affected by external indices, the contract annuity is not an investment in the stock market and does not participate in any stock, bond, or equity investments.

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