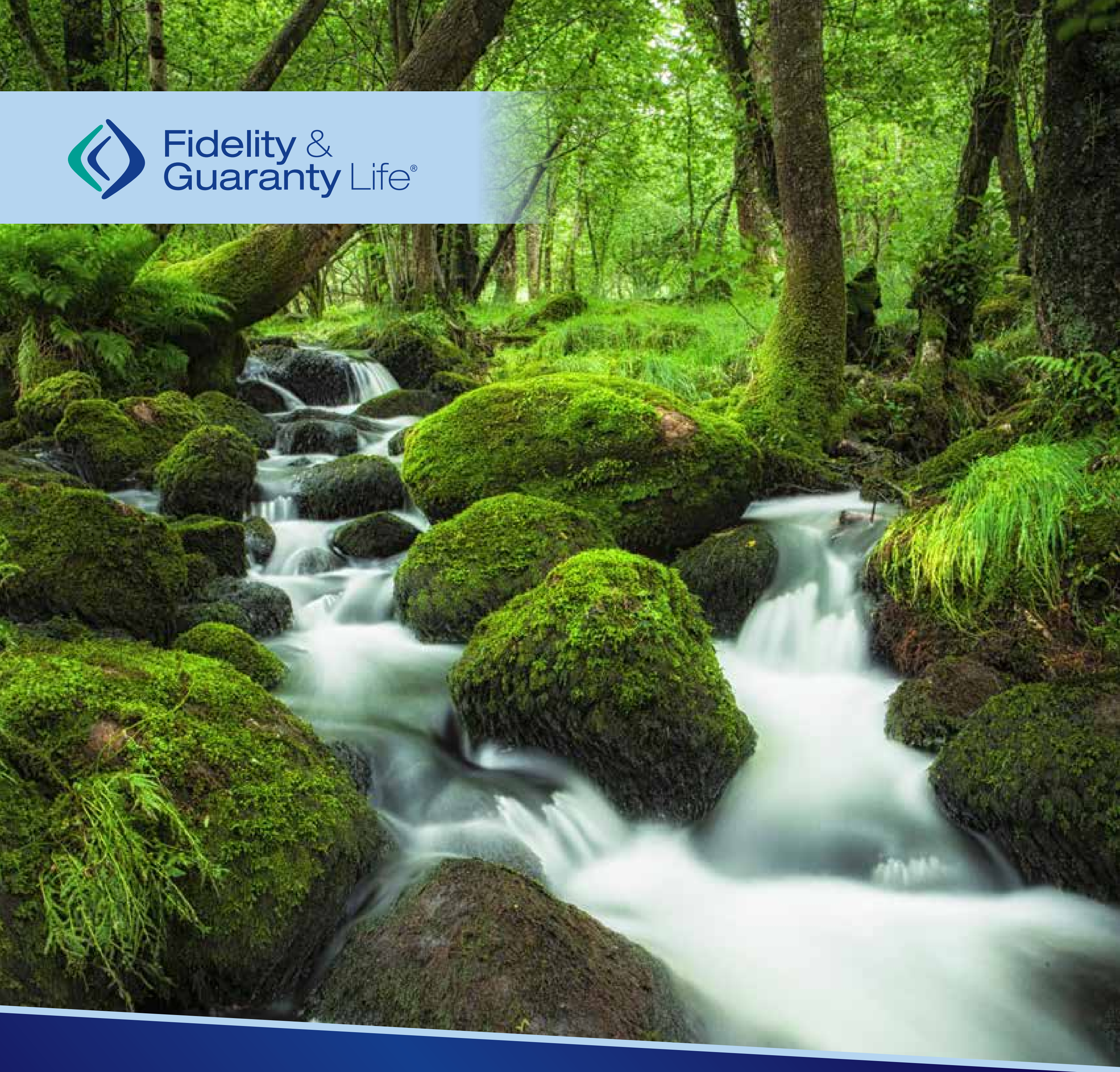
Notice of Changes to Performance Pro

Applicable in the following states: AK, DE, FL Issue Ages 65+ only, MA, NV, OH, OK, SC, TX & UT

Performance Pro annuity contracts issued 12/12/15 or later will receive a Vesting Premium Bonus of 7% for issue ages 0-75 and 3.5% for issue ages 76+.



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 income does not begin immediately. Also, you pay no current income tax on interest earned. Taxes are deferred until you withdraw your earnings.

Fixed: This means that Fidelity & Guaranty Life Insurance Company guarantees a fixed rate of interest.

Indexed: This means that it offers indexed interest crediting options. The indexed interest crediting options will earn interest that depends on how a market index performs. You could earn 0% indexed interest. **You could 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.

*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 and advantages. Please confirm your understanding by signing the enclosed confirmation statement.*

Product features include:

- *Minimum guarantees that protect your principal.*
- *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, even if the index declines.*
- *Ability to elect product with a Guaranteed Minimum Withdrawal Benefit Rider that guarantees a level lifetime income without the need to annuitize. (Additional 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. (Certain conditions may apply and riders may not be available in all states.)*

Guarantees

- *The guaranteed minimum surrender value is the minimum you would 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 (MGSV) rate. That rate is between 1% and 3%, is set at issue and fixed for the life of the contract.*

How does Performance **Pro** work?

1. HOW WILL THE VALUE OF MY ANNUITY GROW?

Seven Interest Crediting Options

(Subject To Cap/Spread Rate)

Six of the seven interest crediting options in your annuity will earn interest based on formulas linked to changes in an index. These are subject to a limit or cap/spread rate (please see Interest-Crediting Options 1 through 6 in the side box).

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

The seventh 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 account value, less any applicable surrender charges, or the MGSV.

Indexed Interest Crediting Options 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

Dow Jones

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

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

Fixed Interest Option

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 Options: 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.

✓ 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 and it is during the surrender charge period, you may be assessed a surrender charge.

Free Partial Withdrawals

Each contract year (after the first contract year), you may withdraw, surrender charge free, 10% of your 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, 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. 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]

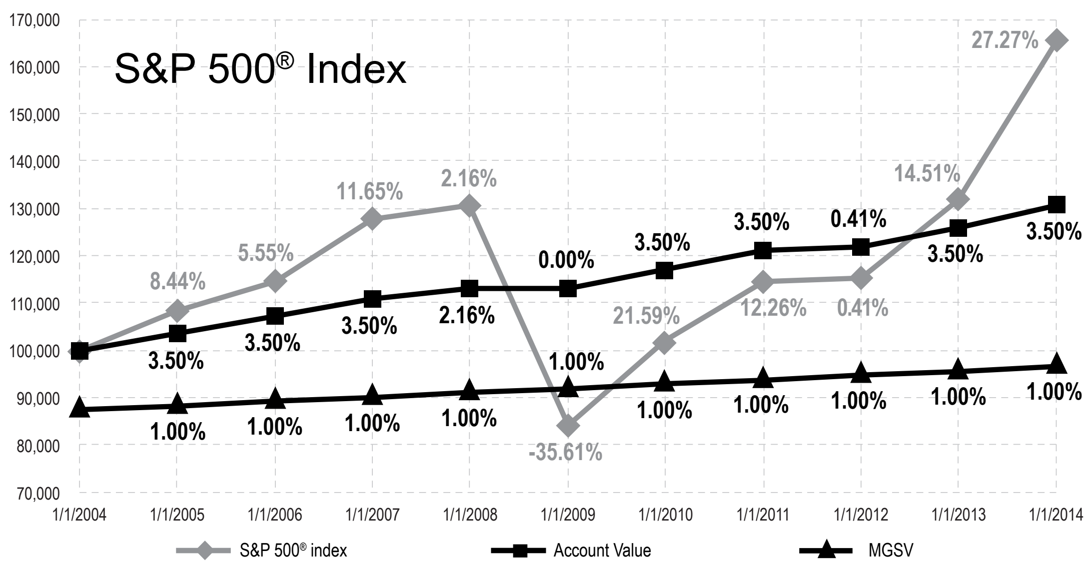
Annuity Payouts

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] FL and TX require waiver of surrender charges when payments begin.

The following hypothetical example demonstrates how the account value of a Performance Pro contract would have performed based on the non-guaranteed assumptions stated here: no withdrawals, no rider charges, and no surrender charges.



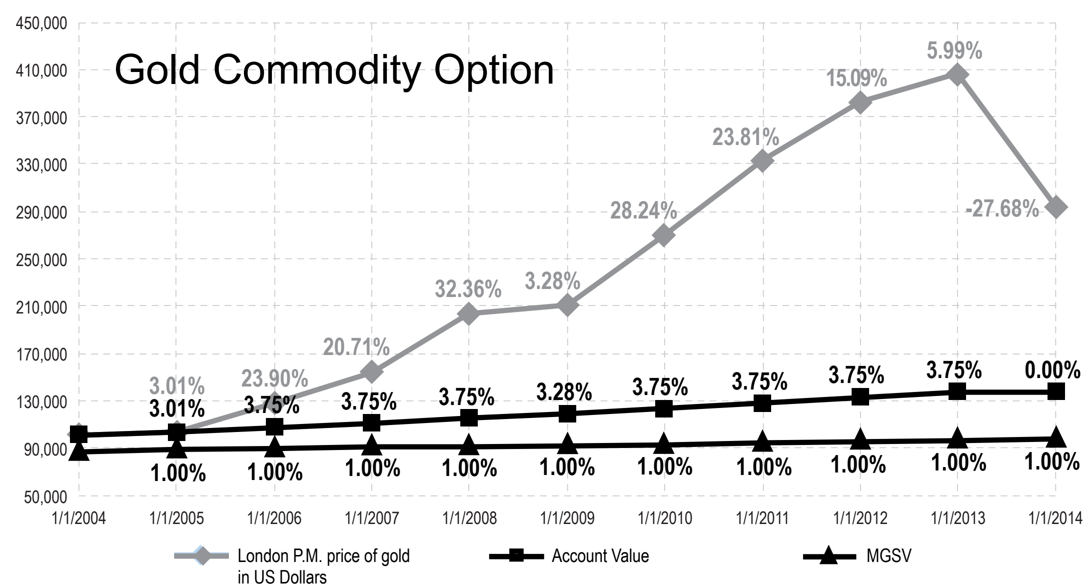
This hypothetical example assumes a new Performance Pro contract was issued on January 1, 2004, utilizing $100,000 in premium allocated entirely to the one-year annual point-to-point with a cap Indexed Interest Crediting Option without any reallocation to other interest crediting options. This example 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 surrender, no withdrawals of any type and thus no surrender charges or market value adjustments applied. It further assumes no optional riders were purchased, and thus no rider charges deducted or premium bonus applied. 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, 2004, 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 nonguaranteed 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 surrender, no withdrawals of any type and thus no surrender charges or market value adjustments applied. It further assumes no optional riders were purchased, and thus no rider charges deducted or premium bonus applied. 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%

Payment In The Event Of Death

Should you die before annuity payments begin, we will pay the greater of the 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 account value before the date annuity payments begin equals 100% of premium, plus premium bonus if any, plus interest credited to each interest crediting option, less any withdrawals.

Surrender Value

The annuity's surrender value is the greater of:

- Account value, less surrender charges; or
- Minimum guaranteed surrender value.

SURRENDER CHARGES

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

A surrender charge 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 account value as of the prior contract anniversary.

Waiver of surrender charge riders listed below.[2]

- **Home Health Care Rider** *If you require 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, surrender charges will be waived on withdrawals made while you are impaired.*
- **Nursing Home Benefit Rider** *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 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 will be waived during this period of terminal illness.*

Surrender charges 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] Lower surrender charges may apply in some states. They are declining for ten years, and are: 9%, 9%, 8%, 7%, 6%, 5%, 4%, 3%, 2%, 1%, 0%.

[2] Please refer to your representative for availability in your state.

See the Indexed Interest attachment 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

There are no initial sales charges or fees. Your full premium is available to earn interest from the effective date of your annuity (surrender charges apply for the first ten contract years on full or partial surrenders).

If you elect the optional Enhanced Guaranteed Minimum Withdrawal Benefit rider at issue, there is a charge 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% of 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 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 federal income tax penalty on earnings you withdraw before age 59 ½.

If your state imposes a premium tax, it may be deducted from the money you receive.[1] 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.

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. 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 IRA plans.[2] 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 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.

2 Taxation on 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 – Certain tax qualified annuities are subject to required minimum distributions which generally require that distributions begin no later than April 1st of the year following your attainment of age 70½ and that amounts 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.

Indexed Interest attachment

ONE-YEAR MONTHLY POINT-TO-POINT WITH A CAP

The monthly point-to-point index percentage change is determined by adding 12 months of monthly index percentage changes. Positive monthly percentage changes are limited to the declared monthly percentage cap; negative monthly percentage changes are not limited. If the sum of the monthly index percentage changes is negative, 0% will be used as the index percentage change. The resulting index percentage change is multiplied by the option's account value to determine the index interest credit.

ONE-YEAR ANNUAL POINT-TO-POINT WITH A CAP

The one-year annual point-to-point index percentage change is determined by subtracting the prior year's index value from the current year's index value then dividing by the prior year's index value, limited to the declared annual percentage cap. If the index percentage change is negative, 0% will be used as the index percentage change. The resulting index percentage change is multiplied by the option's account value to determine the index interest credit.

TWO-YEAR POINT-TO-POINT WITH A CAP

The two-year point-to-point index percentage change is determined by subtracting the starting index value of the crediting period from the index value two years from your index starting date then dividing by the starting index value, limited to the declared percentage cap. If the index percentage change is negative, 0% will be used as the index percentage change. The resulting index percentage change is multiplied by the option's account value to determine the index interest credit.

THREE-YEAR POINT-TO-POINT WITH A CAP

The three-year point-to-point index percentage change is determined by subtracting the starting index value of the crediting period from the index value three years from your index starting date then dividing by the starting index value, limited to the declared percentage cap. If the index percentage change is negative, 0% will be used as the index percentage change. The resulting index percentage change is multiplied by the option's account value to determine the index interest credit.

FIVE-YEAR POINT-TO-POINT WITH A SPREAD

The five-year point-to-point index percentage change is determined by subtracting the starting index value of the crediting period from the index value five years from your index starting date. The spread rate is the rate which is subtracted from the index percentage change for the index crediting period in determining any index interest credit. The spread rate is declared at the beginning of the index crediting period and is guaranteed for that index crediting period. If the index percentage change is negative, 0% will be the index interest credit.

ONE-YEAR GOLD COMMODITY ANNUAL POINT-TO-POINT WITH A CAP

This option uses an interest crediting formula which takes into account the point-to-point values of the afternoon (P.M.) closing price of gold as printed by the London Bullion Market Association (the "Gold Price") as part of its calculation. The calculation measures the Gold Price using two points in time, a beginning value and an ending value of the Gold Price. Any interest is calculated based on the difference between these two values. The interest credited, if any, is then subject to an Index Cap Rate, Spread Rate and/or a Participation Rate.

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 *monthly cap rate = 1.50%*
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 *annual cap rate = 2.00%*
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 *annual cap rate = 2.00%*
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 *monthly cap rate = 1.50%*
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 *annual cap rate = 2.00%*
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 *annual cap rate = 2.00%*
Initial	800.00		
1st Anniversary	725.00	-9.38%	-9.38%
Annual Interest Credit - Gold Annual Point-to-Point			**0.00%**

Optional Enhanced Guaranteed Minimum Withdrawal Benefit Rider[1]

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 surrender value. 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%.

1 EGMWB is subject to state availability of the annuity and the rider.

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.

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 rate[1] plus the add-on rate.

The add on rate is the sum of the values (a x 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.[2]

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.[3]

[1] Please refer to your agent for the current EGMWB annual roll-up rate.

[2] If you begin taking withdrawals the accumulation period will end, starting the withdrawal period.

[3] 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 Period[1]

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 Percentages[4]:

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.

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 Subject to change.

A time to live off of your savings, *cont'd*

Vesting Bonus[5] of 9%[6] of All Premium Received in the First Contract Year when EGMWB is elected.

How does it work?

- Your annuity offers a premium bonus that is calculated as 9%[6] of all premium received in the first contract year for issue ages 0-75 and 4.5%[6] for issue ages 76 and above.
- 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 Subject to change.

GOLD COMMODITY-DISCLOSURE SUPPLEMENT

Allocating premium to the Gold interest crediting option does not constitute a purchase of or direct investment in Gold or any Gold Index. The Gold interest crediting option is based on the changes in the price of Gold over time; it may experience more fluctuation than a composite interest crediting option which includes a variety of companies from different industries.

GOLD PRICE

For this annuity contract interest is credited based on the change in value of the Gold Price subject to the interest crediting methodology discussed below. The Gold Price is established by the London P.M price of gold in US Dollars as printed by the London Bullion Market Association. The Gold Price can be found at www.lbma.org.uk. If the publication of the Gold Price is discontinued at www.lbma.org.uk then the Company will substitute another widely published source of the Gold Price and will notify the Owner of the change.

INTEREST CREDITING METHOD

POINT-TO-POINT

The Gold interest crediting option uses an interest crediting formula which takes into account the point-to-point values of the Gold Price as part of its calculation. The calculation measures the Gold Price using two points in time, a beginning value and an ending value of the Gold Price. Any interest is calculated based on the difference between these two values. The interest credited, if any, is then subject to an Index Cap Rate, Spread Rate and/or a Participation Rate.

YOUR PREMIUM

You decide how to allocate your premium. The Gold interest crediting option is one of your choices. If you elect to allocate your premium to the Gold interest crediting option or any other index option, keep in mind that your premium is not invested directly in the external index. Linking your premiums to an external index only means that the underlying index will be used to determine your credited interest. The investment performance of the interest crediting option does not directly pass through to you as an investment. You will not receive dividends off the index.

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.

Optional 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.

"S&P 500®" is a trademarks of The McGraw-Hill Companies, Inc. and has been licensed for use by Fidelity & Guaranty Life Insurance Company. Standard & Poor's does not sponsor, endorse, promote, or make any representation regarding the advisability of purchasing the contract.

The "DJ U.S. Real Estate Daily Risk Control 10% USD Total Return Index" is a product of S&P Dow Jones Indices LLC or its affiliates ("SPDJI") and has been licensed for use by Fidelity & Guaranty Life Insurance Company. Standard & Poor's® and S&P® are registered trademarks of Standard & Poor's Financial Services LLC ("S&P"); Dow Jones® is a registered trademark of Dow Jones Trademark Holdings LLC ("Dow Jones"); and these trademarks have been licensed for use by SPDJI and sublicensed for certain purposes by Fidelity & Guaranty Life. This annuity is not sponsored, endorsed, sold or promoted by SPDJI, Dow Jones, S&P, their respective affiliates, and none of such parties make any representation regarding the advisability of investing in such product(s) nor do they have any liability for any errors, omissions, or interruptions of the DJ U.S. Real Estate Daily Risk Control 10% USD Total Return Index.

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.

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.

1.888.513.8797 www.fglife.com

No bank guarantee. • Not FDIC/NCUA/NCUSIF insured. • May lose value if surrendered early.

Fidelity & Guaranty Life®

Fidelity & Guaranty Life®

Market Value Adjustment

What is a Market Value Adjustment?

A Market Value Adjustment (MVA) is an adjustment that is made during the annuity's surrender charge period to any portion of account value withdrawn or applied to an annuity option that exceeds the free withdrawal amount. The MVA is applied in addition to the applicable surrender charge amount. Depending on the change in interest rates since you purchased your annuity, the MVA may increase or decrease the amount of the withdrawal or the surrender value. Generally, if interest rates have risen since you purchased your annuity, the MVA will decrease your surrender value; if interest rates have fallen, the MVA will increase your surrender value.

The net total of all MVA and surrender charges will not reduce the surrender value to an amount that is less than the minimum guaranteed surrender value. If the MVA results in an increase to the surrender value, the amount of the increase will not be greater than the amount of the remaining surrender charge.

A Market Value Adjustment is triggered when you make a withdrawal to which a surrender charge is applied.

For contracts issued in Delaware, the positive or negative MVA will not exceed the remaining surrender charge. The maximum increase or decrease to the otherwise payable surrender value will be an amount equal to the remaining surrender charge.

How does a Market Value Adjustment work?

The MVA is determined by multiplying the amount that is subject to the MVA by the Market Value Adjustment Factor. The Market Value Adjustment Factor is equal to:

$$1 - \left(\frac{1 + A}{1 + B + .0025} \right)^{N/12}$$, where:

- A and B are index rates based on the Treasury Constant Maturity Series published by the Federal Reserve;
- A is the index rate determined as of the contract date of issue;
- B is the index rate determined as of the date the surrender or annuitization request is processed; and
- N is the number of months remaining until the end of the surrender charge period, rounded up to the next higher number of months.

10-Year Surrender Charge Period — The MVA is based on a formula that takes into account changes in yields of the U.S. Treasury Constant Maturity (TCM) Series (10-year maturity) between the date of contract issue and the date of the withdrawal.

14-Year Surrender Charge Period — Straight line interpolation utilizing the Treasury Constant Maturity Series 10-year and 20-year maturities is used to determine the index rate for A and B. Interpolation is a mathematical means of determining the applicable index rate (A or B) based on the values of two surrounding rates (in this case, the rates for the 10-year and 20-year Treasury Constant Maturity Series). Straight line interpolation assumes a linear relationship between these two rates; it essentially means a time weighted averaging of the two rates over the interpolation period.

(Over)

Market Value Adjustment

Market Value Adjustment Example

	10-Year Surrender Charge Period		14-Year Surrender Charge Period	
	TCM Rate Decreases From 3.00% to 2.00%	**TCM Rate Increases From 3.00% to 4.00%**	**TCM Rate Decreases From 3.00% to 2.00%**	**TCM Rate Increases From 3.00% to 4.00%**
TCM rate at issue (A)	3.00%	3.00%	3.00%	3.00%
Premium	$100,000.00	$100,000.00	$100,000.00	$100,000.00
Surrender charge period (months)	120	120	168	168
TCM rate at surrender (B)	2.00%	4.00%	2.00%	4.00%
Number of months remaining (N)	96	96	144	144
Account value surrendered	$110,000.00	$110,000.00	$110,000.000	$110,000.00
Free withdrawal allowed	$11,000.00	$11,000.00	$11,000.00	$11,000.00
Surrender amount subject to charges	$99,000.00	$99,000.00	$99,000.00	$99,000.00
Surrender charge percentage	10.00%	10.00%	12.75%	12.75%
Surrender charge	$9,900.00	$9,900.00	$12,662.50	$12,622.50
MVA percentage $1 - \left(\frac{1+A}{1+B+.0025}\right)^{N/12}$	-6.02%	9.20%	-9.17%	13.48%
Amount subject to MVA	$99,000.00	$99,000.00	$99,000.00	$99,000.00
MVA percentage limitation	-6.02%	9.20%	-9.17%	8.20%
Market Value Adjustment	-$5,960.64	$9,107.29	-$9,074.22	$8,118.75
A negative MVA will increase the surrender value, and a positive MVA will decrease the surrender value.				
Account value surrendered	$110,000.00	$110,000.00	$110,000.00	$110,000.00
Surrender charge	$9,900.00	$9,900.00	$12,622.50	$12,622.50
MVA	-$5,960.64	$9,107.29	-$9,074.22	$8,118.75
Surrender Value	**$106,060.64**	**$90,992.71**	**$106,451.72**	**$89,258.75**

THIS INSERT SHOULD BE USED IN CONJUNCTION WITH THE PRODUCT BROCHURE.

Contracts issued by

Fidelity & Guaranty Life Insurance Company, Des Moines, IA

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

Policy Form Numbers:
Safe Income Plus API-1018 (06-11), ACI-1018 (06-11); et al.
Performance Pro API-1018 (06-11), ACI-1018 (06-11); et al.
FG Index-Choice 10 API-1018(06-11), ACI-1018(06-11); et al.
AccumulatorPlus API-1018(06-11), ACI-1018(06-11); et al.

Rider Number: ARl -1053(06-13).

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