

Fidelity & Guaranty Life Insurance Company
A STOCK COMPANY

Home Office:
801 Grand Avenue
Des Moines, IA 50309
(888)513-8797
www.fglife.com

Service Center:
P.O. Box 81497
Lincoln, NE 68501
888-513-8797

SINGLE PREMIUM DEFERRED ANNUITY
WITH WAIVER OF SURRENDER CHARGES AND MARKET VALUE ADJUSTMENT

This Contract is issued in consideration of the application and payment of the single Premium. The Premium and any interest credited thereon accumulate until the Maturity Date but no later than the Maturity Date. On the Maturity Date, You must start receiving annuity payments pursuant to the ANNUITY PAYMENTS provision in the ANNUITY BENEFITS section.

READ YOUR CONTRACT CAREFULLY. This is a legal Contract between the Owner and the Company. It is evidence of Your benefits under the Contract. Its terms are contained on this page and those which follow. This Contract may include one or more riders or endorsements containing definitions and additional terms affecting how the Contract may work. You should carefully read the entire Contract, including all riders and endorsements attached to such Contract.

RIGHT TO EXAMINE. Upon Written Request, We will provide You, within a reasonable time, reasonable factual information regarding the benefits and provisions of this Contract. If You decide not to keep this Contract, return it within 30 days after You receive it. If the Contract is a replacement Contract, You have 30 days beginning on the date the Contract is delivered or issued for delivery to return it. The Contract may be returned to any of Our agents or it may be mailed to Us. The return of this Contract will void it from the Issue Date. Any Premium paid will be refunded within 10 days of Our receipt of this Contract.

YOU HAVE PURCHASED AN ANNUITY CONTRACT. PLEASE BE AWARE THAT PURCHASE OF AN ANNUITY CONTRACT IS A LONG-TERM COMMITMENT AND MAY RESTRICT ACCESS TO YOUR MONEY. CAREFULLY REVIEW THIS CONTRACT FOR LIMITATIONS.

- Surrender Value may increase or decrease based on the Market Value Adjustment prior to the date or dates specified in the annuity. The Market Value Adjustment applies when a Surrender Charge applies.
- The Initial Fixed Interest Rate(s) are guaranteed for the Initial Interest Rate Guarantee Period shown on the Specifications Page.
- This is a non-participating Contract. No dividends will be paid.

Signed for the Company, to be effective as of the Issue Date



Chris Blunt

President



Jodi Ahlman

Secretary

AGENT NAME AND ADDRESS (If applicable)

Countersigned at:

City: _____ State: _____ Date: _____

By Agent: _____

NOTICE TO OWNER:

If You have questions, need information about this Contract, or need assistance in resolving a complaint, please call Us at 1-888-513-8797.

State Insurance Department's Contact Phone Numbers

State	Contact Number	
Alaska Division of Insurance	907-269-7900	In-State Only: 800-467-8725
Alabama Department of Insurance	334-269-3550	In-State Only: 800-433-3966
Arizona Department of Insurance	602-364-2499	In-State Only: 800-325-2548
Arkansas Insurance Department	501-371-2600	In-State Only: 800-282-9134
Colorado Division of Insurance	303-894-7499	In-State Only: 800-930-3745
Connecticut Insurance Department	860-297-3800	800-203-3447
Georgia Office of Insurance	404-656-2070	In-State Only: 800-656-2298
Hawaii Insurance Division	808-586-2790	
Iowa Insurance Division	515-654-6600	In-State Only: 877-955-1212
Idaho Department of Insurance	208-334-4250	In-State Only: 800-721-3272
Illinois Department of Insurance	312-814-2420	866-445-5364
Indiana Department of Insurance	317-232-2395	In-State Only: 800-622-4461
Kansas Department of Insurance	785-296-3071	In-State Only: 800-432-2484
Kentucky Office of Insurance	502-564- 6034	In-State Only: 800-595-6053
Louisiana Department of Insurance	225-342- 5900	In-State Only: 800-259-5300
Commonwealth of Massachusetts Division of Insurance	617-521-7794	877-563-4467
Maryland Insurance Administration	410-468-2244	800-492-6116
Maine Bureau of Insurance	207-624-8475	In-State Only: 800-300-5000
State of Michigan, Department of Insurance and Financial Services	517-284-8800	877-999-6442
Minnesota Department of Commerce	651-539-1600	In-State Only: 800-567-3602
Missouri Department of Insurance	573-751-4126	In-State Only: 800-726-7390
Mississippi Insurance Department	601-359-3569	In-State Only: 800-562-2957
Montana State Auditor, Securities and Insurance	406-444-2040	In-State Only: 800-332-6148
North Carolina Department of Insurance	855-408-1212	
Nebraska Department of Insurance	402-471-0888	In-State Only: 877-564-7323

New Hampshire Insurance Department	603-271-2261	800-852-3416
New Jersey Department of Banking and Insurance	609-292-7272	800-446-7467
New Mexico Office of Superintendent of Insurance	505-827-4549	855-427-5674
Nevada Division of Insurance	775-687-0700	In-State Only: 888-872-3234
Ohio Department of Insurance	614-644-2658	800-686-1526
Oklahoma Department of Insurance	405-521-2828	In-State Only: 800-522-0071
Oregon Division of Financial Regulation	503-378-4140	In-State Only: 888-877-4894
Pennsylvania Insurance Department	877-881-6388	
Puerto Rico Office of Commissioner of Insurance	787-304-8686	888-722-8686
Rhode Island Department of Business Regulation, Insurance Division	401-462-9520	
South Carolina Department. of Insurance	803-737-6180	In-State Only: 800-768-3467
Tennessee Department. of Commerce & Insurance	615-741 2218	In-State Only: 800-342-4029
Texas Department of Insurance	800-252 3439	800-578-4677
Utah Insurance Department	801-538-3800	In-State Only: 800-439-3805
Commonwealth of Virginia State Corporation Commission, Bureau of Insurance	804-371-9741	In-State Only: 800-552-7945
Vermont Department of Financial Regulation	802-828-3302	800-964-1784
Washington State Office of the Insurance Commissioner	360-725-7080	In-State Only: 800-562-6900
Washington, D.C., Department of Insurance Securities and Banking	202-727-8000	
Wisconsin Office of the Commissioner of Insurance	608-266-3585	In-State Only: 800-236-8517
West Virginia Offices of the Insurance Commissioner	304-558-3386	In-State Only: 888-879-9842
Wyoming Department of Insurance	307-777-7401	In-State Only: 800-438-5768

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Additional benefits, riders, and endorsements which apply to this Contract are described in the forms following the last page of this Contract.

SAMPLE CONTRACT

SPECIFICATIONS PAGE – GENERAL

Contract Number: [REDACTED]		
Tax Status: [REDACTED]	Plan Code: 5MYGM 1	Marketing Name: F&G SecureMYGA® MVA 5
Issue Date: August 9, 2024	Issue State: TN	
Owner Name(s): [REDACTED]	Birth Date: [REDACTED]	
[REDACTED]	[REDACTED]	
Annuitant Name: [REDACTED]	Birth Date: [REDACTED]	Annuitant Sex: MALE
[REDACTED]	[REDACTED]	FEMALE

Maturity Date: [REDACTED]

This Contract will be issued with a Maturity Date which is the Contract Anniversary on or first following the Annuitant's (or oldest Annuitant's if a Joint Annuitant is named) 100th birthday. In no event may any Maturity Date be earlier than the 1st Contract Anniversary or later than the Contract Anniversary on or first following the Annuitant's, or the oldest Annuitant's if a second Annuitant is named, 100th birthday.

The information regarding the Owner(s), Annuitant(s), Beneficiary, and Annuity Option is subject to any change submitted and accepted by Us and on record.

Premium: \$300,000.00

Maximum Aggregate Premium Limit: \$1,500,000.00

This is a Single Premium Deferred Annuity. Any additional premium received by the Company after the Issue Date will not be accepted.

Surrender Charge Schedule

Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5
9.00%	8.00%	7.00%	6.00%	5.00%

There are no Surrender Charges applicable after the 5th Contract Year.

Minimum Remaining Account Value: \$2,000.00

Minimum Scheduled Withdrawal Amount: \$100.00 per Withdrawal

Minimum Unscheduled Withdrawal Amount: \$500.00 per Withdrawal

Interest Rate Payable on Death Benefit: 10.00%

Underpayment Annual Interest Rate: 6%

Overpayment Annual Interest Rate: 6%

Minimum Required Annuitization Amount: \$2,000.00

Minimum Required Annuity Payment: \$20.00

MGSV Factor: 87.50%

MGSV Interest Rate: 3.00%*

*Applies only to Minimum Guaranteed Surrender Value.

SPECIFICATIONS PAGE – GUARANTEED MONTHLY PAYMENT TABLES

Amounts shown are for each \$1,000.00 applied. The guaranteed monthly payments are based on the actuarial basis described below.

For Ages, periods, and rates not shown, We will furnish the amount of payment upon request. We may offer guaranteed monthly payments that are more favorable than those contained in Your Contract.

Default Annuitization Guaranteed Period: 10 Years

Actuarial Basis for Annuity Option Payments

Annuity Option Interest Rate: 0.50%

Annuity Option Mortality Table: 2012 IAR ANB Mortality Table

Annuity Option 1 – Income for Fixed Period

Period (Years)	Monthly Payment	Period (Years)	Monthly Payment	Period (Years)	Monthly Payment
5	\$16.87	8	\$10.62	15	\$5.76
6	\$14.10	9	\$9.47	20	\$4.37
7	\$12.11	10	\$8.54	25	\$3.54

SAMPLE CONTRACT

SPECIFICATIONS PAGE – FIXED INTEREST CREDITING

Initial Fixed Interest Rate

Contract Years 1-5: 5.30%

Initial Interest Rate Guarantee Period: 5 Contract Year(s)

Renewal Interest Rate Guarantee Period: 1 Contract Year(s)

Guaranteed Minimum Fixed Interest Rate: 0.50%

SAMPLE CONTRACT

SPECIFICATIONS PAGE – FREE WITHDRAWAL

Free Withdrawal Start Year: Contract Year 1

Free Withdrawal Percentage: 10 %

Free Withdrawal Basis: Account Value at beginning of Contract Year

The Free Withdrawal Amount is recalculated each Contract Year, and, at the time of Withdrawal, deducts any amounts previously withdrawn in the current Contract Year which were not subject to Surrender Charges or Market Value Adjustment. Any unused Free Withdrawal Amount during a Contract Year is not carried over to any subsequent Contract Years.

SAMPLE CONTRACT

GENERAL DEFINITIONS

This section contains definition for some of the words and phrases used in this Contract. These terms are capitalized when used in the Contract with the meaning set forth below.

Age

Age means the attained age as of last birthday, unless specified otherwise. If Age is referenced in terms of two persons, Age means the attained age of the older of the two persons as of his or her last birthday, unless specified otherwise.

Annuitant/Joint Annuitant

Annuitant means the natural person on whose life the amount and duration of annuity payments depend. A Joint Annuitant is a second natural person on whose life the amount and duration of annuity payments may depend.

Annuity Option

Annuity Option means one of the payment options described in the Annuity Benefits section or another available on the Maturity Date. An Annuity Option provides for a series of payments after the Maturity Date.

Beneficiary/Contingent Beneficiary

Beneficiary means the person(s), if any, You name who may receive any Death Benefit or any remaining annuity benefits in accordance with the provisions of this Contract. Contingent Beneficiary means the person(s), if any, You select to become the Beneficiary if the Beneficiary dies.

Code

Code means the Internal Revenue Code, as amended. All references in this Contract or in any attached rider, to any section of the Code or regulations include any amended or successor sections or regulations, as appropriate or required.

Contract Anniversary

Contract Anniversaries are measured from the Issue Date. Contract Anniversary means the day and month that coincides with the Issue Date in subsequent years. References to the "prior Contract Anniversary" during the first Contract Year following the Issue Date refers to the Issue Date.

Contract Year

Contract Years are measured from the Issue Date. Contract Year means the 12-month period of time from the Issue Date or Contract Anniversary, as applicable, to the next Contract Anniversary.

Due Proof of Death

Due Proof of Death means a certified copy of an official death certificate or a certified copy of a decree of a court of competent jurisdiction as to the finding of death.

Issue Date

Issue Date is the date Your Contract becomes effective. The Issue Date is shown on the Specifications Page. Contract Years and Contract Anniversaries are measured from this date.

Maturity Date

The Maturity Date is shown on the Specifications Page. The Maturity Date shown on the Specifications Page is calculated using the methodology shown on the Specifications Page. On this date, You must start receiving annuity payments pursuant to the ANNUITY PAYMENTS provision in the ANNUITY BENEFITS section or Surrender Your Contract according to the SURRENDER provision.

The Maturity Date is determined by the age of the Annuitant(s) named in Your application and may not be extended due to a change in Annuitant, except that the Maturity Date may be based on a successor Annuitant's birth date if such Annuitant is also the Owner and was married to the Owner named on the application at such Owner's death.

The Maturity Date shown on the Specifications Page may be changed before such date by Written Request. The new Maturity Date must be after the date of Written Request and prior to the Maturity Date shown on the Specifications Page, subject to any additional limits included on the Specifications Page. It cannot begin prior to the first Contract Anniversary or be extended under any circumstances.

GENERAL DEFINITIONS (CONTINUED)

Non-Natural Owner

Non-Natural Owner means any Owner meeting the definition of Non-Natural Person.

Non-Natural Person

Non-Natural Person means a corporation, trust, estate, partnership, or other non-individual.

Non-Qualified Contract

Non-Qualified Contract means a Contract other than a Qualified Contract.

Owner

Owner means the person named in the application or in the most recent change on record entitled to ownership rights stated in this Contract. Owner includes any person who succeeds to the ownership rights of this Contract under the DEATH OF OWNER provision in the DEATH BENEFIT section. If the Owner's surviving Spouse continues the Contract after the Owner's death as described in the DEATH BENEFIT section, the surviving Spouse becomes the new Owner of the Contract.

Qualified Contract

Qualified Contract means a Contract that qualifies under the Code as an individual retirement annuity or a Contract purchased under a Qualified Plan that qualifies for special tax treatment under the Code.

Qualified Plan

Qualified Plan means a retirement plan that receives favorable tax treatment under Section 401, 403, 408, 408A, or 457 of the Code.

Service Center

Service Center is shown on the cover page of this Contract. We will notify You of any change in Our Service Center.

Specifications Page

Specifications Page means the pages of this Contract containing information specific to You, the Annuitant(s), and benefits under this Contract.

Spouse

Spouse means the person to whom You are legally married as defined under federal law.

Surrender

Surrender means Your voluntary surrender of this Contract to Us in exchange for the Surrender Value.

We, Our, Us, Company

We, Our, Us, and Company each mean Fidelity & Guaranty Life Insurance Company.

Withdrawal

Withdrawal means Your voluntary election to withdraw a portion of Your Contract's value. Surrender Charges and Market Value Adjustments may apply to Withdrawals.

Written Request

Written Request means a request in writing, signed by You, dated, and received by Us at Our Home Office, the Service Center, or any administrative office that We maintain. Written Request may include other forms of communication acceptable to Us, such as electronic means.

You, Your

You and Your refers to the Owner(s) of the Contract.

GENERAL PROVISIONS

This Contract will be interpreted so that it complies with section 72(s) of the Code. All distribution options available to a Beneficiary after an Owner's death will be limited to those that comply with such Code section.

We reserve the right to amend this Contract from time to time to comply with any changes in the Code, regulations issued thereunder, and administrative rulings. Any such amendment will be promptly mailed to You at Your last known address. We do not accept responsibility for the tax treatment of this Contract. You should consult Your tax advisor.

Any reference to Owner, Annuitant, Joint Annuitant, Beneficiary, Contingent Beneficiary, irrevocable Beneficiary, and/or payee may include multiple persons.

ASSIGNMENT

We will not be responsible for the validity or sufficiency of any allowable assignment. To be binding on Us, an executed assignment must be by Written Request and consented to by all irrevocable Beneficiaries, if any. Your rights and any Beneficiary's interest will be subject to the assignment. Assignment of this Contract may subject You to income and gift tax. Assignments, unless otherwise specified by the Owner, shall take effect on the date the Written Request for assignment is signed, subject to any payments made or actions taken by the Company prior to receipt of the assignment.

CHANGES TO CONTRACT

After We receive and record an allowable Written Request for a change in Owner, Annuitant, Joint Annuitant, Beneficiary, or Contingent Beneficiary, the change, unless otherwise specified by the Owner, will take effect on the date the Written Request was originally signed, even if the Owner who signed the request has since died. The change will be subject to any payments made or actions taken by Us before the Written Request for change was received and recorded.

We may require the return of this Contract for endorsement or otherwise in the event of an allowable change in Owner, Annuitant, Joint Annuitant, Beneficiary, Contingent Beneficiary, Annuity Option, or other change. We reserve the right to issue a revised Specifications Page in the event of any change to this Contract.

Only the President, the Secretary, or a Vice President in Our home office can agree to change or waive any provisions which are part of the entire Contract. The change or waiver must be in writing.

CONFORMITY WITH INTERSTATE INSURANCE PRODUCT REGULATION COMMISSION STANDARDS

This Contract was approved under the authority of the Interstate Insurance Product Regulation Commission and issued under the Commission standards. Any provision of this Contract, on the provision's effective date of Commission Contract approval, that is in conflict with the Interstate Insurance Product Regulation Commission standards for this product type is hereby amended to conform to the Interstate Insurance Product Regulation Commission standards for this product type as of the provision's effective date of Commission Contract approval.

DEFERRAL OF PAYMENT

After We receive Your Written Request for any type of Withdrawal or Surrender and We receive written approval from the Director of the Department of Insurance, We may defer payment of any amounts for a period not to exceed six (6) months if the regulatory authority in Our state of domicile approves such deferral and so long as such deferral does not cause the Contract to violate section 72(s) of the Code.

ENTIRE CONTRACT

The entire Contract consists of:

- This Contract, including any Specifications Page(s);
- The application, a copy of which is attached and made a part of this Contract; and
- All amendments, endorsements, riders, or revised Specifications Page(s) which are attached to this Contract or mailed to Your last known address.

INCONTESTABILITY

All statements made by the applicant for the issuance of the Contract shall, in the absence of fraud, in the procurement of the Contract, when permitted by law in the Issue State stated on the Specifications Page, be deemed representations and not warranties. We will not contest the validity of this Contract after the Issue Date, except as provided in the MISSTATEMENT OF BIRTH DATE AND/OR SEX provision. We will not contest this Contract after the Issue Date, except in instances of fraud, after the Contract has been in force while You are living for two (2) years from the Issue Date.

GENERAL PROVISIONS (CONTINUED)

NOTIFICATION OF DEATH

The death of any Owner, Annuitant, or Joint Annuitant must be reported to Us immediately with Due Proof of Death. We are entitled to recover immediately any overpayments made because of a failure to notify Us of any such death. We are not responsible for any incorrect payments which result from a failure to immediately notify Us of the death of any Owner, Annuitant, or Joint Annuitant. From time to time, We may require proof that any Owner, Annuitant, or Joint Annuitant is alive and may withhold any payments until such proof is received by Us.

PROTECTION OF BENEFITS

Only You can assign, encumber, or pledge any benefit paid under this Contract. Any such action may result in tax consequences, so You should consult a tax advisor before taking such actions. To the extent permitted by law, no benefit paid, or to become payable, will be subject to any claim or process of law by any creditor.

TERMINATION

Your Contract will terminate on the date on which all benefits are paid as required by Your Contract.

OWNERSHIP

OWNERSHIP RIGHTS

An Owner of this Contract may:

- Exercise any of the rights under this Contract; or
- Assign this Contract, except in situations where restrictions are required for purposes of satisfying applicable laws or regulations; or
- Change or amend this Contract, subject to Our agreement.

If the Owner's surviving Spouse continues the Contract after the Owner's death as described in the Death Benefit section, the surviving Spouse becomes the new Owner of the Contract.

JOINT OWNERS

Two natural persons may be named as Joint Owners. While both are alive, each must sign any Written Request made under this Contract. This Contract cannot have Joint Owners if issued as a Qualified Contract.

CHANGE OF OWNER

You may change ownership of this Contract by Written Request, in accordance with the CHANGES TO CONTRACT provision. We reserve the right to refuse Your request to change the Owner if We receive the Written Request more than 30 days after You signed it. A change in Owner of this Contract may have tax consequences. Please consult a tax advisor.

BENEFICIARY

BENEFICIARY

The Beneficiary is the person (or persons) last named by the Owner or his or her designee as being entitled to receive any Death Benefit payable upon the death of an Owner. If You name more than one Beneficiary, the Beneficiaries will share any benefits equally, unless You specify otherwise in the application or by Written Request. The rights of any Beneficiary who is a natural person, including an irrevocable Beneficiary, will end if he or she dies prior to an Owner and will pass to any other Beneficiary which, if a natural person, must then be living as described in this provision unless You provide a Written Request to Us directing otherwise. If there is no Beneficiary designated at the Owner's death or if all Beneficiaries have predeceased the Owner, the Owner's estate is the Beneficiary. See the Death Benefit section for more information regarding Beneficiaries.

Joint Owners, if applicable, shall be each other's sole primary Beneficiary. Any other Beneficiary designation will be treated as a Contingent Beneficiary. Joint Owners may name Contingent Beneficiaries; however, the named Contingent Beneficiaries will only be eligible for a Death Benefit if the Joint Owners die Simultaneously. Upon the death of a Joint Owner and if Spousal Continuation is elected, the spousal Beneficiary becomes the new Owner and may name a new primary Beneficiary in writing.

BENEFICIARY (CONTINUED)

CHANGE OF BENEFICIARY

Subject to the terms of any existing assignment or irrevocable election, the Owner may designate a new Beneficiary by Written Request in accordance with the CHANGES TO CONTRACT provision. Changes in a Beneficiary may affect the benefits available under this Contract and any riders or endorsements. Any change to Beneficiary may only occur while the Owner is alive. A Beneficiary named irrevocably may not be changed without the written consent of that Beneficiary included in the Written Request. We reserve the right to refuse Your request to change the Beneficiary if We receive the Written Request more than 30 days after You signed it.

PAYMENT TO BENEFICIARY

Before making any payment, We may require evidence as to the identity, age, and other facts about any person or class designated as the Beneficiary. We are entitled to make payments based on that evidence.

CONTINGENT BENEFICIARY

The Contingent Beneficiary is the person (or persons) last named by the Owner as succeeding to the status of a Beneficiary if all other Beneficiaries (including the last surviving Joint Owner) predecease the Owner.

CONTRACT VALUES

PREMIUM

The Premium is the amount of money You pay to Us to establish Your Contract. The Premium is paid on the Issue Date and is shown on the Specifications Page. Additional premium is not accepted after the Issue Date. The Premium shall not exceed the Maximum Aggregate Premium Limit shown on the Specifications Page, except with Company approval.

ACCOUNT VALUE

On the Issue Date, the Account Value is equal to the Premium.

On any day after the Issue Date, the Account Value will increase for any Interest Credits and decrease if any Withdrawals are taken. The Account Value after these transactions is equal to $A + B - C$, where:

- **A** is the Account Value as of the previous day, after all transactions have been recorded for that day;
- **B** is Interest Credits for that day, calculated as described in the FIXED INTEREST CREDITING section of this Contract; and
- **C** is the amount of any Withdrawal, including any applicable Surrender Charge, as described in the SURRENDER CHARGE provision, or Market Value Adjustment thereon.

To keep this Contract in force, Your Account Value must be equal to or greater than the Minimum Remaining Account Value. The Minimum Remaining Account Value is shown on the Specifications Page and will not change. If, at any time, Your Account Value is less than the Minimum Remaining Account Value, We reserve the right to terminate Your Contract and pay You any remaining Account Value.

SURRENDER VALUE

On or before the Maturity Date and before any Death Benefit becomes payable, You may Surrender Your Contract for the Surrender Value. The Surrender Value is equal to the **greater of A and B**, where:

- **A** is equal to $C - D$, where:
 - **C** is the Account Value; and
 - **D** is the Surrender Charge applicable upon Surrender and applicable Market Value Adjustment.
- **B** is the Minimum Guaranteed Surrender Value.

MINIMUM GUARANTEED SURRENDER VALUE

The Minimum Guaranteed Surrender Value is the minimum amount You will receive if You Surrender Your Contract. The Minimum Guaranteed Surrender Value does not apply on Withdrawals.

At any time before the Maturity Date, the Minimum Guaranteed Surrender Value is equal to $A + B - C$; where:

- **A** is equal to the MGSV Factor multiplied by Premium;
- **B** is interest credited daily at the daily equivalent of the annual MGSV Interest Rate; and
- **C** is any reductions for any Withdrawals.

The MGSV Factor and MGSV Interest Rate are shown on the Specifications Page and will not change.

CONTRACT VALUES (CONTINUED)

BASIS OF CONTRACT VALUES

All benefits and values equal or exceed those required by the Interstate Insurance Product Regulation Commission Standards. Paid-up annuity, cash surrender values, or death benefits that may be available under this Contract are not less than the minimum benefits required by the NAIC Standard Nonforfeiture Law for Individual Deferred Annuities, model #805.

STATEMENT OF CONTRACT VALUES

At least once each year, We will send You a statement of Your Contract activity and values. At a minimum, the statement will include:

- the beginning and ending date of the current statement period;
- the Account Value at the beginning and end of the current statement period;
- all amounts credited to or debited from the Account Value during the current statement period;
- the Surrender Value at the end of the current statement period; and
- the Death Benefit at the end of the current statement period.

Additional statements shall be made available to You upon request.

FIXED INTEREST CREDITING

INTEREST RATE GUARANTEE PERIODS

An Interest Rate Guarantee Period is the length of time during which a Fixed Interest Rate is guaranteed. The Initial Interest Rate Guarantee Period is shown on the Specifications Page. The Initial Interest Rate Guarantee Period begins on the Issue Date.

Beginning immediately following the end of the Initial Interest Rate Guarantee Period, the entire Account Value will automatically renew into a Renewal Interest Rate Guarantee Period as defined on the Specifications Page and continue to renew into a new Renewal Interest Rate Guarantee Period thereafter.

INTEREST CREDITS

Fixed Interest is calculated and credited to the Account Value daily over the course of a Contract Year.

During the Initial Interest Rate Guarantee Period, the Account Value will be credited at the daily equivalent rate of the annual-effective Initial Fixed Interest Rate for that Contract Year. The Initial Fixed Interest Rate(s) are shown on the Specification Page.

At the end of the Initial Interest Rate Guarantee Period, We will declare an annual-effective Fixed Interest Rate to be effective for the upcoming Renewal Interest Rate Guarantee Period, as described on the Specifications Page, subject to the Guaranteed Minimum Fixed Interest Rate. The Guaranteed Minimum Fixed Interest Rate is shown on the Specifications Page. During subsequent Renewal Interest Rate Guarantee Periods, the Account Value will be credited with interest at the daily equivalent rate of the currently declared, annual-effective Fixed Interest Rate.

WITHDRAWAL/SURRENDER

WITHDRAWAL

Before the Maturity Date and before any Death Benefit becomes payable, You may request Withdrawals from the Account Value by submitting a Written Request. Any such Withdrawal may not exceed the Surrender Value. Withdrawals may not exceed the current Account Value unless the Surrender Value exceeds the Account Value and the Contract is Surrendered according to the SURRENDER provision.

Withdrawals, including any applicable Surrender Charge and Market Value Adjustment thereon, will reduce the Account Value. A Withdrawal, including any Surrender Charge and Market Value Adjustment thereon, may not reduce the Account Value to less than the Minimum Remaining Account Value as described in the ACCOUNT VALUE provision.

Withdrawals may be made:

- On a scheduled monthly, quarterly, semi-annual, or annual systematic basis, in an amount of at least the Minimum Scheduled Withdrawal Amount; or
- On an unscheduled basis no more than four times in a Contract Year, in an amount of at least the Minimum Unscheduled Withdrawal Amount.

The Minimum Scheduled Withdrawal Amount and Minimum Unscheduled Withdrawal Amount are per-Withdrawal minimums. The Minimum Scheduled Withdrawal Amount and Minimum Unscheduled Withdrawal Amount are stated on the Specifications Page and will not change.

SURRENDER

Before or on the Maturity Date and before any Death Benefit becomes payable, this Contract may be Surrendered for its Surrender Value. For a Surrender, We will require:

- Your Written Request; and
- return of the Contract to Us.

SURRENDER CHARGE

While the Contract is still in the period during the Surrender Charge Schedule, a Surrender Charge may be imposed on Withdrawals and Surrender, and in calculating annuity payments. A Surrender Charge will apply to any portion of the value withdrawn or Surrendered. The Surrender Charge equals $A \times B$, where:

- **A** is the Surrender Charge Percentage applicable for that Contract Year as shown in the Surrender Charge Schedule on the Specifications Page; and
- **B** is the amount deducted from the Contract as a result of the Withdrawal or Surrender.

DEATH BENEFIT

DEATH BENEFIT

The Death Benefit is the amount payable if You die before the Maturity Date. On the date of Your death, the Death Benefit is equal to the greater of **A** and **B**, where:

- **A** is the Account Value; and
- **B** is the Minimum Guaranteed Surrender Value.

No Surrender Charge or Market Value Adjustment applies to payment of the Death Benefit. No Death Benefit applies at or after the Maturity Date, at which point the Contract is annuitized.

INTEREST PAYABLE ON DEATH BENEFIT

We will pay interest on the Death Benefit from the date of Your death to the date on which the benefit is paid by the Company. Interest will accrue at the rate in effect as of the date of Your death.

We will pay additional interest daily if the Death Benefit is not paid within 31 days from the latest of the following:

- the date We receive Due Proof of Death;
- the date We receive sufficient information to determine Our liability, the extent of Our liability, and the appropriate payee legally entitled to the Death Benefit; or
- the date any legal impediments to payment of proceeds that depend on the action of parties other than Us are resolved and sufficient evidence of the same is provided to Us. Legal impediments include, but are not limited to:
 - the establishment of guardianships or conservatorships;
 - the appointment and qualification of trustees, executors, and administrators; and
 - the submission of information required to satisfy state or federal reporting requirements.

Interest will be credited at the daily equivalent rate of the annual effective Interest Rate Payable on Death Benefit. The Interest Rate Payable on Death Benefit is shown on the Specifications Page.

DEATH OF OWNER

Compliance with Code Section 72(s). If any Owner dies, the entire interest in this Contract must be distributed to the Beneficiary as described below in accordance with the requirements of section 72(s) of the Code and all the terms of this Contract shall be interpreted in accordance with that Code section.

Death Before Maturity Date. If any Owner dies before the Maturity Date, the Death Benefit will be distributed to the Beneficiary within five years of the Owner's death except as allowed and applied in the following Spouse Beneficiary provision.

Spouse Beneficiary

A Beneficiary who is the deceased Owner's Spouse may, upon notice to Us, continue his or her interest in the Contract as the new Owner, pursuant to section 72(s) of the Code, and the following will apply:

- the Spouse Beneficiary's proportionate interest in the Contract will not be distributed by reason of the deceased Owner's death;
- the Surrender Charge Schedule will continue to apply;
- the DEATH OF OWNER provision will apply upon the death of the surviving Spouse Owner.
- this Spouse Beneficiary provision may not apply a second time if the surviving Spouse Owner remarries and then dies before the Maturity Date.

If the Spouse Beneficiary does not choose to continue his or her interest in the Contract as the new Owner, the Spouse Beneficiary's interest in the Contract will be distributed as stated below for a non-Spouse Beneficiary.

Non-Spouse Beneficiary

A Beneficiary who is a natural person other than the deceased Owner's Spouse may upon notice to Us receive that person's proportionate interest in the Contract, commencing within one year of the Owner's death (or within any longer period of time permitted under the Code):

- over the life of the Beneficiary, or
- over a period not extending beyond the Beneficiary's life expectancy.

If the non-Spouse Beneficiary dies before his or her proportionate interest in the Contract is distributed, any remaining interest will be distributed to such Beneficiary's estate or as otherwise directed by the Beneficiary in a notice to Us.

DEATH BENEFIT (CONTINUED)

Death on or After Maturity Date. No distributions, other than any payments as provided under the Annuity Option in effect, will be made if an Owner dies on or after the Maturity Date unless the deceased Owner was also the last surviving Annuitant or Joint Annuitant, in which case the DEATH OF ANNUITANT-Death on or After Maturity Date provision will apply. In all events, the entire remaining interest in the Contract will be distributed at least as rapidly as under the method of distribution being used on the date of the Owner's death.

Simultaneous Death of Owner and Beneficiary. Death Benefit will be paid as though any Beneficiary died before the Owner if there is no sufficient evidence that the Owner and Beneficiary have died other than simultaneously.

DEATH OF ANNUITANT

Death Before Maturity Date. No distribution is required nor will any Death Benefit be paid if an Annuitant or Joint Annuitant dies before the Maturity Date unless the deceased Annuitant or Joint Annuitant is also an Owner or the Owner is a Non-Natural Person, in which case the DEATH OF OWNER-Death Before Maturity Date provision will apply.

If the Owner is not the Annuitant or Joint Annuitant, and any Annuitant dies while this Contract is in force, all Owners must:

- notify Us within 90 days; and
- choose a new Annuitant.

If all Owners do not choose a new Annuitant within 90 days of the Annuitant's death, then the oldest of all Owners becomes the Annuitant and the Joint Annuitant no longer applies.

Death on or After Maturity Date. After the death of the last remaining Annuitant on or after the Maturity Date, no distribution, other than any payments as provided under the Annuity Option in effect will be made. No amounts will be paid after the guaranteed benefits have been paid. Any payments to be made will be paid to the person(s) living on the date of such death in the order which follows

- Owner(s) or surviving Joint Owner, if any.
- Beneficiary.
- Contingent Beneficiary who becomes the Beneficiary.
- estate of the last Owner to die.

The recipient of any amounts payable after the last Annuitant's or Joint Annuitant's death may name one or more persons to receive any remaining amounts payable after such recipient's death. If no such person is named, any amounts payable will be paid to the deceased recipient's estate. The amounts payable may be paid in the form of a lump sum or the remaining guaranteed annuity payments as scheduled instead of a lump sum.

Any lump sum payment will be equal to the commuted value. The commuted value is determined by discounting the remaining guaranteed annuity payments at an annually compounded interest rate which is one percent more than the rate used by Us to determine those payments. The one percent increase in the discount rate results in a decrease in the value received. The commuted value will always be less than the sum of the remaining guaranteed annuity payments. The commuted value will be calculated as of the date such payment will be made.

Any election to receive a form of payment other than that provided under the Annuity Option in effect must be made within 60 days of the date the death benefit first becomes payable; such amounts must also be paid within the time period required under section 72(s) of the Code. In all events, the entire remaining interest in the Contract will be distributed at least as rapidly as under the method of distributions being used as of the date of the Annuitant's death.

SPECIAL RULES FOR NON-NATURAL OWNER

If the Contract has a Non-Natural Owner, then the death of the Annuitant shall be treated as the death of an Owner.

ANNUITY BENEFITS

CHANGE OF ANNUITANT

No Annuitant or Joint Annuitant may be changed on or after the Maturity Date. If the Owner is a Non-Natural Owner, no Annuitant or Joint Annuitant may be changed at any time. If the Owner is a natural Person, prior to the Maturity Date, You may change any Annuitant or Joint Annuitant by Written Request in accordance with the CHANGES TO CONTRACT provision. Changes in an Annuitant may affect the benefits available under this Contract and any riders or endorsements. We reserve the right to refuse Your request to change the Annuitant or Joint Annuitant if We receive the Written Request more than 30 days after You signed it.

ANNUITY PAYMENTS

If an Owner survives to the Maturity Date, the annuity payments will:

- start at the end of the first payment period that begins on the Maturity Date;
- be paid to the order of the Owner or to his or her (their) designee;
- be made on a monthly, quarterly, semi-annual, or annual basis, as chosen by You before payments begin; and
- cease at the death of Annuitant and Joint Annuitant, in which case the DEATH OF ANNUITANT-Death on or After Maturity Date provision in the Death Benefit section may apply.

ANNUITY PAYMENT AMOUNT

The amount of annuity payments, less any applicable state or federal premium taxes, may depend on the:

- date annuity payments begin;
- Account Value;
- Annuity Option;
- payment frequency; and
- age of the Annuitant(s).

Annuity payments may not begin earlier than the Maturity Date. The Annuity Option, payment frequency, and annuity payment amount cannot be changed after the date annuity payments begin. The amount of annuity payments for the options shown will not be less than those reflected in the Guaranteed Monthly Payment Tables on the Specifications Page. The amount of annuity payments for an Annuity Option shown will not be less than the amount that would be provided by the application of the Surrender Value to purchase a single premium immediate annuity contract at purchase rates offered by the Company for that Annuity Option on the Maturity Date to the same class of annuitants.

MISSTATEMENT OF BIRTH DATE AND/OR SEX

Before making any annuity payment, We may require proof of the Annuitant's and Joint Annuitant's birth dates. If the birth date of any Annuitant or Joint Annuitant has been misstated, We will adjust the amount to be paid by Us. The adjusted amount will be that which would have been paid if the correct birth date had been stated.

If the sex of an Annuitant or Joint Annuitant has been misstated, We will adjust the amount to be paid by Us. The adjusted amount will be that which would have been paid if the correct sex had been stated.

For misstatements which result in underpayments, We will include the full amount of the underpayment in Our next payment, and add interest at the Underpayment Annual Interest Rate to that payment. The Underpayment Annual Interest Rate is an annual effective interest rate stated on the Specifications Page. The Underpayment Annual Interest Rate is set on the Issue Date and will not change.

For misstatements which result in overpayments, We will spread the full amount of the overpayment over the remaining guaranteed payment period, if any, or 10 years, whichever is less, deduct a level portion of that amount from each of those future payments, and charge interest at the Overpayment Annual Interest Rate against the balance of the amount overpaid. The Overpayment Annual Interest Rate is an annual effective interest rate stated on the Specifications Page. The Overpayment Annual Interest Rate is set on the Issue Date and will not change.

ANNUITY BENEFITS (CONTINUED)

ANNUITY OPTIONS

There are three Annuity Options guaranteed under Your Contract. You may elect to receive payments under any Annuity Option described in this Contract under any other Annuity Option which We may then offer. Unless another Annuity Option and payment frequency are available and requested before the Maturity Date, monthly payments will be made under:

- Annuity Option 2 with a guaranteed period equal to the Default Annuitization Guaranteed Period, if there is only one Annuitant; and
- Annuity Option 3 with 50% Joint Annuitant payments and a guaranteed period equal to the Default Annuitization Guaranteed Period, if there is a Joint Annuitant.

The Default Annuitization Guaranteed Period is shown on the Specifications Page.

We reserve the right to pay Your Account Value in a lump sum if the amount to be applied to the Annuity Option is less than the Minimum Required Annuitization Amount or if the monthly payment would be less than the Minimum Required Annuity Payment. The Minimum Required Annuitization Amount and Minimum Required Annuity Payment are shown on the Specifications Page and will not change.

DESCRIPTIONS OF ANNUITY OPTIONS

Any guaranteed periods provided by the Annuity Options below may not be less than 5 years nor more than 25 years. Under Annuity Option 3, any reduced rates following the death of an Annuitant must be based on whole percentages and in no case may be less than 25% of the joint life income amount.

Annuity Option 1 – Income for Fixed Period

Payments are guaranteed for the number of years and months chosen. If the Annuitant or Joint Annuitant dies before the end of the guaranteed period, the remaining guaranteed annuity payments, as scheduled, will be paid. Alternatively, the recipient of the death benefit may elect to receive a lump sum death benefit equal to the commuted value of the remaining guaranteed annuity payments.

Annuity Option 2 – Life Income with Guaranteed Period

Payments are guaranteed for the number of years chosen. If the Annuitant is alive at the end of the guaranteed period, payments will continue for as long as the Annuitant is alive. If the Annuitant dies before the end of the guaranteed period, the remaining guaranteed annuity payments, as scheduled, will be paid. Alternatively, the recipient of the death benefit may elect to receive a lump sum death benefit equal to the commuted value of the remaining guaranteed annuity payments.

Annuity Option 3 – Joint and Survivor Income with Guaranteed Period

Payments are guaranteed for the number of years chosen. If either the Annuitant or Joint Annuitant is alive at the end of the guaranteed period, payments will continue for as long as either is alive. The payments will:

- Be paid in the joint life income amount while both the Annuitant and Joint Annuitant are alive; and
- Continue to be paid after the death of either Annuitant at the rate requested and for so long as the remaining Annuitant survives.

If the Annuitant and Joint Annuitant die before the end of the guaranteed period, the remaining guaranteed annuity payments, as scheduled, will be paid. Alternatively, the recipient of the death benefit may elect to receive a lump sum death benefit equal to the commuted value of the remaining guaranteed annuity payments.

SAMPLE CONTRACT

Fidelity & Guaranty Life Insurance Company
A STOCK COMPANY
801 Grand Avenue
Des Moines, IA 50309
www.fglife.com

SINGLE PREMIUM DEFERRED ANNUITY

READ THIS CONTRACT CAREFULLY!

SURRENDER CHARGE WAIVER RIDER – NURSING HOME CONFINEMENT

This rider is a part of the Contract to which it is attached. It is subject to the terms, conditions, and provisions contained in the Contract. The following provisions are added to the Contract. This rider will supersede any conflicting provisions of the Contract.

The availability of access to benefit guarantees or values is not intended to provide for nursing home insurance.

RIDER SPECIFICATIONS TABLE

Nursing Home Qualifying Life	Owner(s)
Nursing Home Ineligibility Period	1 Contract Year
Nursing Home Qualification Period	60 consecutive days

RIDER OVERVIEW**WHEN IS THIS RIDER EFFECTIVE?**

The rider effective date is the Issue Date.

WHAT BENEFIT DOES THIS RIDER PROVIDE?

Subject to the terms and qualification criteria outlined in this rider, any applicable Surrender Charges and Market Value Adjustment may be waived on Withdrawal and Surrender if the Nursing Home Qualifying Life is confined to a Nursing Home; this waiver is in lieu of, and not in addition to, any other Surrender Charge waiver available under Your Contract, including those attached by rider and/or endorsement.

When this waiver is available and applied, the Contract's Surrender Value will equal the Surrender Value without application of a Surrender Charge or Market Value Adjustment. If the Contract is Surrendered, the Minimum Guaranteed Surrender Value will be paid if greater than the Surrender Value without application of Surrender Charge or Market Value Adjustment.

RIDER SPECIFICATIONS**WHAT SPECIFICATIONS APPLY TO THIS SURRENDER CHARGE WAIVER?**

This rider uses a Nursing Home Qualifying Life, Nursing Home Ineligibility Period, and Nursing Home Qualification Period.

WHERE ARE THE SPECIFICATIONS LOCATED FOR THIS SURRENDER CHARGE WAIVER?

All specifications applicable under this rider are shown in the Rider Specifications Table.

WHICH SPECIFICATIONS ARE GUARANTEED?

All specifications under this rider are guaranteed, including Nursing Home Qualifying Life, Nursing Home Ineligibility Period, and Nursing Home Qualification Period. These specifications are set on the rider effective date and will not change.

WHICH SPECIFICATIONS ARE NOT GUARANTEED AND ARE SUBJECT TO CHANGE?

All specifications applicable under this rider are guaranteed. However, the person(s) considered the Nursing Home Qualifying Life may change due to underlying changes in Your base Contract. For example, if the Nursing Home Qualifying Life is Owner(s) and a change in Owner occurs, then qualification after the change is based on the new Owner(s). Similarly, if the Nursing Home Qualifying Life is Annuitant(s) and a change in Annuitant occurs, then qualification after the change is based on the new Annuitant(s).

Any change to Owner(s) or Annuitant(s) is subject to the limitations of Your base Contract. If the Nursing Home Qualifying Life is Owner(s), then in the case of Non-Natural Owners, the Nursing Home Qualifying Life shall be any Annuitant(s).

SURRENDER CHARGE WAIVER RIDER – NURSING HOME CONFINEMENT (CONTINUED)

RIDER DEFINITIONS

NURSING HOME

Nursing Home means a state-licensed, nursing long-term care facility that provides skilled, continuous nursing care or service under the supervision of a licensed nurse or physician.

NURSING HOME QUALIFYING LIFE

Nursing Home Qualifying Life means the person or persons whose confinement to a Nursing Home may result in qualification to utilize the Surrender Charge waiver, assuming all other qualifications outlined in this rider are met. Nursing Home Qualifying Life is shown in the Rider Specifications Table.

WRITTEN PROOF OF CONFINEMENT

Written Proof of Confinement means documentation providing sufficient detail that the Nursing Home Qualifying Life is confined to a Nursing Home.

SURRENDER CHARGE WAIVER REQUEST

WHAT CONFINEMENT QUALIFICATIONS MUST BE MET TO REQUEST THE SURRENDER CHARGE WAIVER?

Surrender Charges and Market Value Adjustment may be waived upon receipt of Written Request for this benefit if all the following qualification criteria are met:

- The Nursing Home Qualifying Life shown in the Rider Specifications Table is confined to a Nursing Home.
- Confinement to such Nursing Home begins after the rider effective date.
- Confinement to the Nursing Home has continued for at least the Nursing Home Qualification Period. The Nursing Home Qualification Period is shown in the Rider Specifications Table and is measured in terms of consecutive days. Confinement to the Nursing Home may begin during the Nursing Home Ineligibility Period; however, the Surrender Charge Waiver request may not be made until both the Nursing Home Ineligibility Period and Nursing Home Qualification Period have elapsed. No Surrender Charge or Market Value Adjustment applied during the Nursing Home Ineligibility Period will be waived.

WHEN CAN THE SURRENDER CHARGE WAIVER REQUEST BE MADE?

You may request the waiver of Surrender Charges and Market Value Adjustment after the Nursing Home Ineligibility Period has elapsed and all requirements outlined in the WHAT CONFINEMENT QUALIFICATIONS MUST BE MET PRIOR TO WAIVER REQUEST provision are satisfied. The waiver is not available during the Nursing Home Ineligibility Period.

WHAT DOCUMENTATION IS REQUIRED TO REQUEST THE SURRENDER CHARGE WAIVER?

We will require a Written Request for the Surrender Charge waiver. Written Request must be subsequently accompanied by Written Proof of Confinement while the Nursing Home Qualifying Life is Confined or within 90 days of the date on which the Nursing Home Qualifying Life was last Confined. An exception to this time limit will be made for a period of up to one year when it can be shown that it was not reasonably possible to make a Written Request and provide Written Proof of Confinement within the required time period. This time limit will be waived altogether in the absence of legal capacity. We reserve the right to request documentation at least annually of continued confinement to a Nursing Home.

WHEN DOES THE WAIVER APPLY, IF APPROVED?

Surrender Charges and Market Value Adjustment will be waived on any Withdrawals or Surrender which occur after the Written Request and Written Proof of Confinement are received, subject to Our approval. Written Proof of Confinement must be provided to Us according to the WHAT CONFINEMENT QUALIFICATIONS MUST BE MET PRIOR TO WAIVER REQUEST and WHAT DOCUMENTATION IS REQUIRED TO REQUEST THE SURRENDER CHARGE WAIVER provisions. If Written Proof of Confinement is not provided within the required time frame, then the Surrender Charge Waiver request will be denied and Surrender Charges and Market Value Adjustment will apply to any applicable Withdrawal or Surrender as described in the CAN THE REQUEST FOR SURRENDER CHARGE WAIVER BE DENIED AND WHAT HAPPENS IF IT IS DENIED provision.

CAN THE REQUEST FOR SURRENDER CHARGE WAIVER BE DENIED AND WHAT HAPPENS IF IT IS DENIED?

Yes; the request may be denied if (i) any of the above confinement qualification criteria are not met or (ii) the required documentation is not provided. If Your request is denied, Withdrawal or Surrender proceeds will not be disbursed until You are notified of the denial and provided with the opportunity to accept or reject the proceeds including any Surrender Charge and Market Value Adjustment.

SURRENDER CHARGE WAIVER RIDER – NURSING HOME CONFINEMENT (CONTINUED)

GENERAL PROVISIONS

IS THIS RIDER PARTICIPATING AND DOES IT PROVIDE FOR PAYMENT OF DIVIDENDS?

No; this Rider is not participating and dividends are not payable.

IS THERE A CHARGE FOR THIS RIDER?

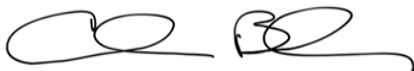
No; there is no charge for this rider.

WHEN DOES THIS RIDER TERMINATE?

The rider will terminate when the Contract terminates. Termination shall not prejudice the waiver of any Surrender Charges or Market Value Adjustment while the rider was in force.

Signed for the Company.

Fidelity & Guaranty Life Insurance Company



Chris Blunt

President

SAMPLE CONTRACT

SURRENDER CHARGE WAIVER RIDER – TERMINAL ILLNESS

This rider is a part of the Contract to which it is attached. It is subject to the terms, conditions, and provisions contained in the Contract. The following provisions are added to the Contract. This rider will supersede any conflicting provisions of the Contract.

RIDER SPECIFICATIONS TABLE

Terminal Illness Qualifying Life	Owner(s)
Terminal Illness Life Expectancy	12 months
Terminal Illness Ineligibility Period	1 Contract Year

RIDER OVERVIEW

WHEN IS THIS RIDER EFFECTIVE?

The rider effective date is the Issue Date.

WHAT BENEFIT DOES THIS RIDER PROVIDE?

Subject to the terms and qualification criteria outlined in this rider, any applicable Surrender Charges and Market Value Adjustment may be waived on Withdrawal and Surrender if the Terminal Illness Qualifying Life is diagnosed with a Terminal Illness; this waiver is in lieu of, and not in addition to, any other Surrender Charge waiver available under Your Contract, including those attached by rider and/or endorsement.

When this waiver is available and applied, the Contract's Surrender Value will equal the Surrender Value without application of a Surrender Charge or Market Value Adjustment. If the Contract is Surrendered, the Minimum Guaranteed Surrender Value will be paid if greater than the Surrender Value without application of Surrender Charge or Market Value Adjustment.

RIDER SPECIFICATIONS

WHAT SPECIFICATIONS APPLY TO THIS SURRENDER CHARGE WAIVER?

This rider uses a Terminal Illness Qualifying Life, Terminal Illness Life Expectancy, and Terminal Illness Ineligibility Period.

WHERE ARE THE SPECIFICATIONS LOCATED FOR THIS SURRENDER CHARGE WAIVER?

All specifications applicable under this rider are shown in the Rider Specification Table.

WHICH SPECIFICATIONS ARE GUARANTEED?

All specifications under this rider are guaranteed, including Terminal Illness Qualifying Life, Terminal Illness Life Expectancy, and Terminal Illness Ineligibility Period. These specifications are set on the rider effective date and will not change.

WHICH SPECIFICATIONS ARE NOT GUARANTEED AND ARE SUBJECT TO CHANGE?

All specifications applicable under this rider are guaranteed. However, the person(s) considered the Terminal Illness Qualifying Life may change due to underlying changes in Your base Contract. For example, if the Terminal Illness Qualifying Life is Owner(s) and a change in Owner occurs, then qualification after the change is based on the new Owner(s). Similarly, if the Terminal Illness Qualifying Life is Annuitant(s) and a change in Annuitant occurs, then qualification after the change is based on the new Annuitant(s).

Any change to Owner(s) or Annuitant(s) is subject to the limitations of Your base Contract. If the Terminal Illness Qualifying Life is Owner(s), then in the case of Non-Natural Owners, the Terminal Illness Qualifying Life shall be any Annuitant(s).

RIDER DEFINITIONS

PHYSICIAN

Physician means a doctor of medicine who is:

- Duly qualified;
- Licensed in the United States of America; and
- Performing within the scope of his or her license.

A Physician must not be: You; the Annuitant; or the brother, sister, parent, Spouse, or child of either You or the Annuitant or any spouse of the above.

TERMINAL ILLNESS

Terminal Illness means illness or physical condition that results in the Terminal Illness Qualifying Life having a life expectancy which does not exceed the Terminal Illness Life Expectancy. The Terminal Illness Life Expectancy is shown in the Rider Specifications Table. Terminal Illness must be certified by a licensed Physician.

SURRENDER CHARGE WAIVER RIDER – TERMINAL ILLNESS (CONTINUED)**TERMINAL ILLNESS QUALIFYING LIFE**

Terminal Illness Qualifying Life means the person or persons whose Terminal Illness diagnosis may result in qualification to utilize the Surrender Charge waiver, assuming all other qualifications outlined in this rider are met. Terminal Illness Qualifying Life is shown in the Rider Specifications Table.

WRITTEN PROOF OF TERMINAL ILLNESS

Written Proof of Terminal Illness includes, but is not limited to, certification by a Physician who provides medical care to the Terminal Illness Qualifying Life in connection with their Terminal Illness.

SURRENDER CHARGE WAIVER REQUEST**WHAT DOCUMENTATION IS REQUIRED TO REQUEST THE SURRENDER CHARGE WAIVER?**

We will require a Written Request for the Waiver of Surrender Charge Benefit. Written Request must be accompanied by Written Proof of Terminal Illness.

We reserve the right to obtain a second medical certification, at Our expense, from a Physician selected by Us. In the case of conflicting opinions, qualification for the Surrender Charge waiver shall be determined by a third medical opinion by a Physician that is mutually acceptable to You and Us. Any third opinion will be made at Our expense.

WHAT QUALIFICATIONS MUST BE MET TO REQUEST THE SURRENDER CHARGE WAIVER?

Surrender Charges and Market Value Adjustment may be waived upon receipt of Written Request for this benefit if all the following qualification criteria are met:

- The Terminal Illness Qualifying Life is diagnosed with a Terminal Illness.
- Waiver request occurs after the Terminal Illness Ineligibility Period has elapsed. The Terminal Illness Ineligibility Period is shown in the Rider Specifications Table and measured from the rider effective date. The waiver is not available during the Terminal Illness Ineligibility Period.
- The Terminal Illness is diagnosed after the rider effective date.
- The Withdrawal or Surrender is made after the Terminal Illness Qualifying Life is diagnosed with a Terminal Illness.
- Written Proof of Terminal Illness is received at Our Home Office.

CAN THE REQUEST FOR SURRENDER CHARGE WAIVER BE DENIED AND WHAT HAPPENS IF IT IS DENIED?

Yes; the request may be denied if any of the above qualification criteria are not met. If Your request is denied, Withdrawal or Surrender proceeds will not be disbursed until You are notified of the denial and provided with the opportunity to accept or reject the proceeds including any Surrender Charge and Market Value Adjustment.

GENERAL PROVISIONS**IS THIS RIDER PARTICIPATING AND DOES IT PROVIDE FOR PAYMENT OF DIVIDENDS?**

No; this Rider is not participating and dividends are not payable.

IS THERE A CHARGE FOR THIS RIDER?


No; there is no charge for this rider.

WHEN DOES THIS RIDER TERMINATE?

The rider will terminate when the Contract terminates. Termination shall not prejudice the waiver of any Surrender Charges or Market Value Adjustment while the rider was in force.

Signed for the Company.

Fidelity & Guaranty Life Insurance Company



Chris Blunt

President

MARKET VALUE ADJUSTMENT ENDORSEMENT

This endorsement is a part of the Contract to which it is attached. It is subject to the terms, conditions, and provisions contained in the Contract. The following provisions are added to the Contract. This endorsement will supersede any conflicting provisions of the Contract.

ENDORSEMENT SPECIFICATIONS TABLE

MVA Period	5 Contract Years
MVA Reference Index	Bloomberg Barclays US Aggregate Index Yield to Worst
Initial MVA Reference Rate	4.5400000%
<p>MVA Reference Index Disclosure</p> <p>BLOOMBERG® is a trademark and service mark of Bloomberg Finance L.P. BARCLAYS® is a trademark and service mark of Barclays Bank Plc, used under license. Bloomberg Finance L.P. and its affiliates, including Bloomberg Index Services Limited ("BISL") (collectively, "Bloomberg"), or Bloomberg's licensors own all proprietary rights in the "Bloomberg Barclays US Aggregate Index."</p> <p>Neither Barclays Bank PLC, Barclays Capital Inc., nor any affiliate (collectively "Barclays") nor Bloomberg is the issuer or producer of this product and neither Bloomberg nor Barclays has any responsibilities, obligations or duties to investors in this product. The Bloomberg Barclays US Aggregate Index is licensed for use by Fidelity & Guaranty Life Insurance Company as the Issuer of this product. 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MARKET VALUE ADJUSTMENT ENDORSEMENT (CONTINUED)

ENDORSEMENT OVERVIEW**WHEN IS THIS ENDORSEMENT EFFECTIVE?**

The endorsement effective date is the Issue Date.

HOW DOES THIS ENDORSEMENT AFFECT YOUR CONTRACT?

When this endorsement is attached to Your contract, amounts withdrawn during the MVA Period may be adjusted upward or downward based on the Market Value Adjustment formula specified in this endorsement. The MVA Period begins on the endorsement effective date and is measured in terms of Contract Years.

WHAT IS A MARKET VALUE ADJUSTMENT?

A Market Value Adjustment is a separate adjustment applied to amounts withdrawn during the MVA Period which is in addition to any applicable Surrender Charge. The Market Value Adjustment applies during the Surrender Charge Schedule.

ENDORSEMENT SPECIFICATIONS**WHAT SPECIFICATIONS APPLY TO THIS ENDORSEMENT?**

This endorsement uses an MVA Period and Initial MVA Reference Rate to calculate the Market Value Adjustment.

- The Initial MVA Reference Rate is the MVA Reference Rate on the endorsement effective date.

WHERE ARE THE SPECIFICATIONS LOCATED FOR THIS ENDORSEMENT?

All specifications applicable under this endorsement are shown in the Endorsement Specifications Table. The Endorsement Specifications Table includes MVA Period, MVA Reference Index, and Initial MVA Reference Rate.

WHICH SPECIFICATIONS ARE GUARANTEED?

All specifications under this endorsement are guaranteed, including: MVA Period, MVA Reference Index, and Initial MVA Reference Rate. These specifications are set on the endorsement effective date and will not change.

WHICH SPECIFICATIONS ARE NOT GUARANTEED AND ARE SUBJECT TO CHANGE?

All specifications applicable under this endorsement are guaranteed.

MARKET VALUE ADJUSTMENT ENDORSEMENT (CONTINUED)

ENDORSEMENT DEFINITIONS

BUSINESS DAY

Business Day means any day of the week except for Saturday, Sunday, and United States Federal Holidays.

MVA REFERENCE INDEX

MVA Reference Index refers to any approved series of external values used to calculate the Market Value Adjustment. The Initial MVA Reference Rate is shown in the Endorsement Specifications Table. MVA Reference Index may include, but is not limited to, a stock market index, exchange-traded fund, commodity, or other security.

The applicable MVA Reference Index is shown in the Endorsement Specifications Table. The MVA Reference Index is set on the endorsement effective date and will not change, except as provided by the WHAT IF AN INDEX IS DISCONTINUED OR SUBSTANTIALLY CHANGED provision of this endorsement.

WHAT IF AN MVA REFERENCE INDEX IS DISCONTINUED OR SUBSTANTIALLY CHANGED?

If publication of the MVA Reference Index is discontinued, or if We are unable to utilize it, or if the calculation is substantially changed, We will substitute a suitable alternative MVA Reference Index subject to approval by the Interstate Insurance Product Regulation Commission and notify You and any assignee at the last known address before using the substitute MVA Reference Index.

MVA REFERENCE RATE

MVA Reference Rate on any specified date is the value of the MVA Reference Index on that specified date. MVA Reference Rates are used to calculate the Market Value Adjustment, if any. If no MVA Reference Rate is published on that date, We will use the MVA Reference Rate on the next Business Day for which the MVA Reference Rate is published.

SURRENDER REQUEST

Surrender Request includes request to Surrender Your Contract or request to make payments under an Annuity Option.

MARKET VALUE ADJUSTMENT

WHAT ARE THE POSSIBLE VALUES FOR THE MARKET VALUE ADJUSTMENT?

The Market Value Adjustment can be positive, negative, or zero. A positive Market Value Adjustment will decrease the annuity contract's Withdrawal amount or Surrender Value, and a negative Market Value Adjustment will increase the Withdrawal amount or Surrender Value.

WHEN DOES A MARKET VALUE ADJUSTMENT APPLY?

A Market Value Adjustment will be applied to any portion of a Withdrawal or Surrender Request that is subject to a Surrender Charge. The Market Value Adjustment is calculated and applied at the time of Withdrawal or Surrender Request is processed. A Market Value Adjustment will not be applied to any portion of a Withdrawal or Surrender Request that is not subject to a Surrender Charge, including any Withdrawal or Surrender which occurs during the Surrender Charge Waiver Window.

HOW IS THE MARKET VALUE ADJUSTMENT CALCULATED?

Step 1. Calculate the Market Value Adjustment Factor. The Market Value Adjustment Factor is equal to:

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

- **A** is the Initial MVA Reference Rate shown in the Endorsement Specifications Table;
- **B** is the MVA Reference Rate as of the date We process the Withdrawal or Surrender Request; and
- **N** is the number of months remaining to the end of the MVA Period, rounded up to the next higher number of months.

Step 2. Calculate the Unlimited Market Value Adjustment. The Unlimited Market Value Adjustment is equal to **D x E**, where:

- **D** is the Market Value Adjustment Factor calculated in Step 1 above;
- **E** is the Market Value Adjustment Base.

The Market Value Adjustment Base is equal to the sum of all funds that may be withdrawn from Your Contract which are subject to Surrender Charges.

MARKET VALUE ADJUSTMENT ENDORSEMENT (CONTINUED)

Step 3. Calculate the Market Value Adjustment Limit. The Market Value Adjustment Limit is the largest amount (positive or negative) of a Market Value Adjustment that will apply to a Withdrawal or Surrender Request. The Market Value Adjustment is symmetric; any Market Value Adjustment (positive or negative) will not exceed the lesser of (i) the Surrender Charge applicable on Surrender; and (ii) the difference between the Surrender Value prior to application of Market Value Adjustment and the Minimum Guaranteed Surrender Value.

The Market Value Adjustment Limit is equal to **(F / E) x (the lesser of G and H)**, where:

- **E** is the Market Value Adjustment Base as calculated in Step 2 above;
- **F** is the amount withdrawn which is subject to Surrender Charges;
- **G** is equal to the Surrender Charge MVA Limit; and
- **H** is the MGSV MVA Limit.

The Surrender Charge MVA Limit is equal to the Surrender Charge currently applicable if You Surrender Your Contract.

The MGSV MVA Limit is equal to the **greater of (i) zero; or (ii) J – K**, where:

- **J** is the current Surrender Value of Your Contract; and
- **K** is the current Minimum Guaranteed Surrender Value of Your Contract.

Step 4. Calculate the Market Value Adjustment. The Market Value Adjustment formula depends on whether the Unlimited Market Value Adjustment calculated in Step 2 above is greater than, less than, or equal to zero.

If the Unlimited Market Value Adjustment is equal to zero, then the Market Value Adjustment is equal to zero.

If the Unlimited Market Value Adjustment is less than zero, then the Market Value Adjustment is equal to the **greater of (i) L x (F / E) or (ii) M**, where:

- **L** is equal to the Unlimited Market Value Adjustment;
- **E** is the Market Value Adjustment Base;
- **F** is the amount withdrawn which is subject to Surrender Charges; and
- **M** is equal to -1 x Market Value Adjustment Limit calculated in Step 3 above.

If the Unlimited Market Value Adjustment is greater than zero, then the Market Value Adjustment is equal to the **lesser of (i) N x (F / E) or (ii) P**, where:

- **N** is equal to the Unlimited Market Value Adjustment;
- **E** is the Market Value Adjustment Base;
- **F** is the amount withdrawn which is subject to Surrender Charges; and
- **P** is equal to the Market Value Adjustment Limit calculated in Step 3 above.

CONTRACT VALUES

DOES THE STATEMENT OF CONTRACT VALUES REFLECT THE MARKET VALUE ADJUSTMENT?

Yes; in addition to the items listed in Your base Contract, the statement will also include:

- an indication that the Surrender Value at the end of the current statement period is prior to application of the Market Value Adjustment; and
- the amount of the Market Value Adjustment as of the end of the current statement period.

MARKET VALUE ADJUSTMENT ENDORSEMENT (CONTINUED)

GENERAL PROVISIONS

IS THIS ENDORSEMENT PARTICIPATING AND DOES IT PROVIDE FOR PAYMENT OF DIVIDENDS?

No; this endorsement is not participating and dividends are not payable.

IS THERE A CHARGE FOR THIS ENDORSEMENT?

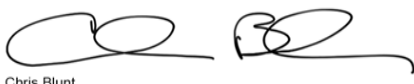
No; there is no charge for this endorsement.

WHEN DOES THIS ENDORSEMENT TERMINATE?

The endorsement will terminate at the earlier of (i) when the Contract terminates or (ii) the date on which the MVA Period has elapsed.

Signed for the Company.

Fidelity & Guaranty Life Insurance Company

A handwritten signature in blue ink, appearing to read 'CB', is written over a horizontal line.

Chris Blunt

President

SAMPLE CONTRACT

FREE WITHDRAWAL RIDER

This rider is a part of the Contract to which it is attached. It is subject to the terms, conditions, and provisions contained in the Contract. The following provisions are added to the Contract. This rider will supersede any conflicting provisions of the Contract.

RIDER OVERVIEW

WHEN IS THIS RIDER EFFECTIVE?

The rider effective date is the Issue Date.

WHAT BENEFIT DOES THIS RIDER PROVIDE?

Under Your base Contract, Surrender Charges and Market Value Adjustment are assessed on Withdrawals and Surrender. The Free Withdrawal Amount provided by this rider is the amount that may be withdrawn from this Contract during a Contract Year without incurring a Surrender Charge or Market Value Adjustment.

RIDER SPECIFICATIONS

WHAT SPECIFICATIONS APPLY TO THIS FREE WITHDRAWAL RIDER?

This rider uses a Free Withdrawal Start Year, Free Withdrawal Percentage, and Free Withdrawal Basis to determine the Free Withdrawal Amount for each Contract Year.

WHERE ARE THE SPECIFICATIONS LOCATED FOR THIS FREE WITHDRAWAL RIDER?

All specifications applicable under this rider are shown on the Specifications Page.

WHICH SPECIFICATIONS ARE GUARANTEED?

All specifications under this rider are guaranteed, including Free Withdrawal Start Year, Free Withdrawal Percentage, and Free Withdrawal Basis. These specifications are set on the rider effective date and will not change.

WHICH SPECIFICATIONS ARE NOT GUARANTEED AND ARE SUBJECT TO CHANGE?

All specifications applicable under this rider are guaranteed, though the current value used in the Free Withdrawal Amount calculation is determined according to the Free Withdrawal Basis and may vary by Contract Year.

FREE WITHDRAWAL

WHAT IS A FREE WITHDRAWAL?

A Free Withdrawal is any amount withdrawn which does not exceed the Free Withdrawal Amount. The Free Withdrawal Amount may vary by Contract Year.

Free Withdrawals do not incur a Surrender Charge or Market Value Adjustment.

HOW IS THE FREE WITHDRAWAL AMOUNT CALCULATED?

For any Contract Year prior to the Free Withdrawal Start Year, the Free Withdrawal Amount is zero (0).

For any Contract Year beginning with the Free Withdrawal Start Year, the Free Withdrawal Amount is equal to **(A x B)**, where:

- **A** is the Free Withdrawal Percentage; and
- **B** is the value of the Free Withdrawal Basis. The timing and value of the Free Withdrawal Basis is described on the Specifications Page.

CAN A WITHDRAWAL EXCEED THE FREE WITHDRAWAL AMOUNT?

Yes, Withdrawals can be made in any amount, subject to the limitations of Your Contract. Any amount withdrawn from the Contract in excess of the Free Withdrawal Amount will be subject to any applicable Surrender Charge and Market Value Adjustment.

FREE WITHDRAWAL RIDER (CONTINUED)

GENERAL PROVISIONS

IS THIS RIDER PARTICIPATING AND DOES IT PROVIDE FOR PAYMENT OF DIVIDENDS?

No; this Rider is not participating and dividends are not payable.

IS THERE A CHARGE FOR THIS RIDER?

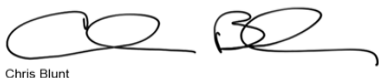
No; there is no charge for this rider.

WHEN DOES THIS RIDER TERMINATE?

The rider will terminate when the Contract terminates.

Signed for the Company.

Fidelity & Guaranty Life Insurance Company



Chris Blunt

President

SAMPLE CONTRACT

SURRENDER CHARGE WAIVER RIDER – IMPAIRMENT

This rider is a part of the Contract to which it is attached. It is subject to the terms, conditions, and provisions contained in the Contract. The following provisions are added to the Contract. This rider will supersede any conflicting provisions of the Contract.

The availability of access to benefit guarantees or values is not intended to provide for long term care insurance.

RIDER SPECIFICATIONS TABLE

Impairment Qualifying Life	Owner(s)
Impairment Ineligibility Period	1 Contract Year
Impairment Qualification Period	60 consecutive days

RIDER OVERVIEW

WHEN IS THIS RIDER EFFECTIVE?

The rider effective date is the Issue Date.

WHAT BENEFIT DOES THIS RIDER PROVIDE?

Subject to the terms and qualification criteria outlined in this rider, any applicable Surrender Charges and Market Value Adjustment may be waived on Withdrawal and Surrender if the Impairment Qualifying Life is Impaired; this waiver is in lieu of, and not in addition to, any other Surrender Charge waiver available under Your Contract, including those attached by rider and/or endorsement.

When this waiver is available and applied, the Contract's Surrender Value will equal the Surrender Value without application of a Surrender Charge or Market Value Adjustment. If the Contract is Surrendered, the Minimum Guaranteed Surrender Value will be paid if greater than the Surrender Value without application of Surrender Charge or Market Value Adjustment.

RIDER SPECIFICATIONS

WHAT SPECIFICATIONS APPLY TO THIS SURRENDER CHARGE WAIVER?

This rider uses an Impairment Qualifying Life, Impairment Ineligibility Period, and Impairment Qualification Period.

WHERE ARE THE SPECIFICATIONS LOCATED FOR THIS SURRENDER CHARGE WAIVER?

All specifications applicable under this rider are shown in the Rider Specifications Table.

WHICH SPECIFICATIONS ARE GUARANTEED?

All specifications under this rider are guaranteed, including Impairment Qualifying Life, Impairment Ineligibility Period, and Impairment Qualification Period. These specifications are set on the rider effective date and will not change.

WHICH SPECIFICATIONS ARE NOT GUARANTEED AND ARE SUBJECT TO CHANGE?

All specifications applicable under this rider are guaranteed. However, the person(s) considered the Impairment Qualifying Life may change due to underlying changes in Your base Contract. For example, if the Impairment Qualifying Life is Owner(s) and a change in Owner occurs, then qualification after the change is based on the new Owner(s). Similarly, if the Impairment Qualifying Life is Annuitant(s) and a change in Annuitant occurs, then qualification after the change is based on the new Annuitant(s).

Any change to Owner(s) or Annuitant(s) is subject to the limitations of Your base Contract. If the Impairment Qualifying Life is Owner(s), then in the case of Non-Natural Owners, the Impairment Qualifying Life shall be any Annuitant(s).

SURRENDER CHARGE WAIVER RIDER – IMPAIRMENT (CONTINUED)

RIDER DEFINITIONS**ACTIVITIES OF DAILY LIVING (ADL)**

Activities of Daily Living include:

- Bathing: washing oneself by sponge bath or in either a tub or shower, including the tasks of getting into or out of the tub or shower;
- Dressing: putting on and taking off all items of clothing and any necessary braces, fasteners, or artificial limbs;
- Transferring: sufficient mobility to move into or out of a bed, chair, or wheelchair or to move from place to place, either via walking, a wheelchair, or other means;
- Toileting: getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene;
- Continence: ability to maintain control of bowel or bladder function or, when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene (including caring for catheter or colostomy bag);
- Eating: feeding oneself by getting food into the body from a receptacle (such as a cup, plate, or table) or by feeding tube or intravenously.

IMPAIRMENT QUALIFYING LIFE

Impairment Qualifying Life means the person or persons whose Impairment may result in qualification to utilize the Surrender Charge waiver, assuming all other qualifications outlined in this rider are met. Impairment Qualifying Life is shown in the Rider Specifications Table.

IMPAIRED

Impaired means unable to perform at least two (2) of the six (6) Activities of Daily Living without the physical assistance of another person, or the presence of another person within arm's reach to prevent, by physical intervention, injury to the Impaired individual while performing the two (2) of six (6) Activities of Daily Living.

IMPAIRMENT

Impairment means the state of being Impaired. Impairment must be certified by a licensed Physician.

PHYSICIAN

Physician means a doctor of medicine who is:

- Duly qualified;
- Licensed in the United States of America; and
- Performing within the scope of his or her license.

A Physician must not be: You; the Annuitant; or the brother, sister, parent, Spouse, or child of either You or the Annuitant or any spouse of the above.

WRITTEN PROOF OF IMPAIRMENT

Written Proof of Impairment means documentation from the attending Physician of the Impairment Qualifying Life providing sufficient detail as to the Impairment Qualifying Life's Impairment.

SURRENDER CHARGE WAIVER RIDER – IMPAIRMENT (CONTINUED)

SURRENDER CHARGE WAIVER REQUEST

WHAT IMPAIRMENT QUALIFICATIONS MUST BE MET PRIOR TO WAIVER REQUEST?

All of the following conditions must be met to be approved for the Surrender Charge Waiver:

- The Impairment Qualifying Life shown in the Rider Specifications Table is Impaired.
- Impairment begins after the rider effective date.
- Impairment has continued for at least the Impairment Qualification Period. The Impairment Qualification Period is shown in the Rider Specifications Table and is measured in terms of consecutive days. The Impairment Qualification Period may begin during the Impairment Ineligibility Period; however, the Surrender Charge Waiver request may not be made until both the Impairment Ineligibility Period and Impairment Qualification Period have elapsed. No Surrender Charge or Market Value Adjustment applied during the Impairment Ineligibility Period will be waived.

WHEN CAN THE SURRENDER CHARGE WAIVER REQUEST BE MADE?

You may request the waiver of Surrender Charges and Market Value Adjustment after the Impairment Ineligibility Period has elapsed and all requirements outlined in the WHAT IMPAIRMENT QUALIFICATIONS MUST BE MET PRIOR TO WAIVER REQUEST provision are satisfied. The waiver is not available during the Impairment Ineligibility Period.

WHAT DOCUMENTATION IS REQUIRED TO REQUEST THE SURRENDER CHARGE WAIVER?

We will require a Written Request for the Surrender Charge waiver. Written Request must be subsequently accompanied by Written Proof of Impairment while the Impairment Qualifying Life is Impaired or within 90 days of the date on which the Impairment Qualifying Life was last Impaired. An exception to this time limit will be made for a period of up to one year when it can be shown that it was not reasonably possible to make a Written Request and provide Written Proof of Impairment within the required time period. This time limit will be waived altogether in the absence of legal capacity. We reserve the right to request documentation at least annually of continued Impairment.

WHEN DOES THE WAIVER APPLY, IF APPROVED?

Surrender Charges and Market Value Adjustment will be waived on any Withdrawals or Surrender which occur after the Written Request and Written Proof of Impairment are received, subject to Our approval. Written Proof of Impairment must be provided to Us according to the WHAT IMPAIRMENT QUALIFICATIONS MUST BE MET PRIOR TO WAIVER REQUEST and WHAT DOCUMENTATION IS REQUIRED TO REQUEST THE SURRENDER CHARGE WAIVER provisions. If Written Proof of Impairment is not provided within the required time frame, then the Surrender Charge Waiver request will be denied and Surrender Charges and Market Value Adjustment will apply to any applicable Withdrawal or Surrender as described in the CAN THE REQUEST FOR SURRENDER CHARGE WAIVER BE DENIED AND WHAT HAPPENS IF IT IS DENIED provision.

CAN THE REQUEST FOR SURRENDER CHARGE WAIVER BE DENIED AND WHAT HAPPENS IF IT IS DENIED?

Yes; the request may be denied if (i) any of the above impairment qualification criteria are not met or (ii) the required documentation is not provided. If Your request is denied, Withdrawal or Surrender proceeds will not be disbursed until You are notified of the denial and provided with the opportunity to accept or reject the proceeds including any Surrender Charge and Market Value Adjustment.

SURRENDER CHARGE WAIVER RIDER – IMPAIRMENT (CONTINUED)

GENERAL PROVISIONS

IS THIS RIDER PARTICIPATING AND DOES IT PROVIDE FOR PAYMENT OF DIVIDENDS?

No; this Rider is not participating and dividends are not payable.

IS THERE A CHARGE FOR THIS RIDER?

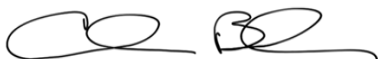
No; there is no charge for this rider.

WHEN DOES THIS RIDER TERMINATE?

The rider will terminate when the Contract terminates. Termination shall not prejudice the waiver of any Surrender Charges or Market Value Adjustment while the rider was in force.

Signed for the Company.

Fidelity & Guaranty Life Insurance Company

A handwritten signature in dark ink, consisting of a stylized 'C' followed by a series of loops and a final flourish.

Chris Blunt

President

SAMPLE CONTRACT