

## FLEXIBLE PREMIUM DEFERRED ANNUITY

This policy is issued in consideration of the application and payment of the initial premium. The premium(s) 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. When you annuitize we will apply the surrender value to the annuity option then in effect.

READ YOUR POLICY CAREFULLY. This policy is part of a legal Contract between the Owner and the Company. It is evidence of Your benefits under the policy. Its terms are contained on this page and those which follow.

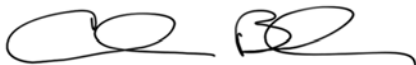
**RIGHT TO EXAMINE.** If you decide not to keep this policy, return it within 10 days (or longer if required by state law) after you receive it. If the policy is a replacement policy, you have a minimum of thirty (30) days (or longer if required by state law) beginning on the date the policy is delivered or issued for delivery to return it. The policy may be returned to any of our agents or it may be mailed to us. The return of this policy will void it from the beginning. Any premium paid will be refunded within 10 days of our receipt of this policy.

The credited interest rate for the fixed interest option is guaranteed for the time period shown on the Information page.

**YOU HAVE PURCHASED AN ANNUITY POLICY. CAREFULLY REVIEW THIS POLICY FOR LIMITATIONS. CANCELLATION MAY RESULT IN A SUBSTANTIAL PENALTY KNOWN AS A SURRENDER CHARGE.**

**Nonparticipating: dividends are not payable.**

Signed for the Company.



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, or need information about this policy, or need assistance in resolving a complaint, please call us at (888) 513-8797.

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SAMPLE CONTRACT

INFORMATION

Policy Number: [REDACTED]		
Owner(s) Name(s): [REDACTED]	Birth Date(s): [REDACTED]	
Annuitant(s) Name(s): [REDACTED]	Birth Date(s): [REDACTED]	Date of Issue: August 08, 2024
		Policy Anniversary: August 8th
Beneficiary: Beneficiary is as named in the application or in the most recent beneficiary change sent to our home office.		

(Second named annuitant, if any, is the joint or contingent annuitant, as applicable.)

Annuity Option: Option 2. Life Income With A Guaranteed Period Of 10 Years (This annuity option is described in the annuity benefits section.)  
Maturity Date: [REDACTED]

Interest Crediting Option(s)	Initial Premium Allocated	Index Interest Crediting Period	Cap/Spread*	Participation Rate In Index Interest Formula*	MGSV Accumulation Interest Rate
One-Year S&P 500 Annual Point-to-Point – 1YSP-CP	\$11,820	1	11.00%	100.00%	2.00%
Two-Year S&P 500 Point-to-Point – 2YSP-CP	\$0	2	19.75%	100.00%	2.00%
One-Year S&P 500 Annual Point-to-Point(PAR) – 1YSP-P	\$0	1	N/A	60.00%	2.00%
One-Year Balanced Asset 5 Point-to-Point – 1YBA5-P	\$0	1	N/A	235.00%	2.00%
Two-Year Balanced Asset 5 Point-to-Point-2YBA5-P	\$0	2	N/A	345.00%	2.00%
One-Year S&P 500 Gain Interest Annual Point-to-Point** - 1YDSP	\$0	1	N/A	N/A	2.00%
One-Year Balanced Asset 5 Gain Interest Annual Point-to-Point** - 1YDBA5	\$0	1	N/A	N/A	2.00%
Fixed Interest Option ***	\$0	NA	N/A	N/A	2.00%
Total Account Value/Initial Premium Paid:	\$11,820				

\* The cap, spread and/or participation rates are declared in advance and guaranteed for the index interest crediting period.

\*\* Index Gain Interest Rate: 1YDSP - 7.25%  
1YDBA5 - 9.00%

\*\*\* Any premium allocation to the fixed interest option will be credited with an effective annual interest rate of 4.00% from August 08, 2024 through August 07, 2025. The guaranteed minimum effective annual interest rate is 2.00% for each policy year until the Maturity Date. We may, at our discretion, declare current credited interest rates in excess of the guaranteed minimum rate. Any additional premiums paid into the fixed interest option will be credited with the then current credited interest rate.

Surrender Charges					
Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
9.00%	8.00%	7.00%	6.00%	5.00%	0.00%

## INFORMATION

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### **Riders and Endorsements Attached:**

Point-to-Point Fixed Indexed Interest Crediting Option Rider, ARI-1062(11-13) – 1YSP-CP  
Point-to-Point Fixed Indexed Interest Crediting Option Rider, ARI-1062(11-13) – 2YSP-CP  
Point-to-Point Fixed Indexed Interest Crediting Option Rider (PAR), ARI-1062(11-13) – 1YSP-P  
Point-to-Point Fixed Indexed Interest Crediting Option Rider, ARI-1062(11-13) – 1YBA5-P  
Point-to-Point Fixed Indexed Interest Crediting Option Rider, ARI-1062(11-13) – 2YBA5-P  
Point to Point Fixed Declared Rate on Index Gain Crediting Option Rider, ARI-1063(11-13) – 1YDSP  
Point to Point Fixed Declared Rate on Index Gain Crediting Option Rider, ARI-1063(11-13) – 1YDBA5  
Home Health Care Rider, ARI-1045(11-12)  
Nursing Home Rider, ARI-1049(11-12)  
Terminal Illness Rider, ARI-1050(11-12)  
Death of Owner Rider, ARI-1051(11-12)  
Free Surrender - Partial Withdrawal, ARI-1052(11-12)  
Market Value Adjustment Rider, ARI-1075(09-15)

The information regarding the owner, beneficiary, annuitant, and annuity option, is subject to any change submitted and on record.

SAMPLE CONTRACT

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## DEFINITIONS

### Age

Any provisions referring to age mean the age at the last birthday.

### Annuitant

The natural person on whose life the amount and duration of annuity payments depend. A joint annuitant or a contingent annuitant is a second person on whose life the amount and duration of annuity payments may depend. The annuitant may not be changed on or after the Maturity Date.

### Annuity Option

One of the annuity options described in the **Annuity Benefits** section.

### Beneficiary

The person last named by the Owner or his or her designee to receive the proceeds upon the death of the Owner. The beneficiary or contingent beneficiary may also become the Owner of this policy as described under the **Death of Owner** provision in the **Death Benefit** section.

### Code

The Internal Revenue Code, as amended. All references in this policy 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.

### Date of Issue

The date of issue is shown on the information page. Policy months, years, and anniversaries are measured from this date.

### Interest-Bearing Account

When this policy describes any amounts which are payable by us, whether it is for surrenders, withdrawals, annuity payments, or a lump-sum death benefit, at your option, those payments may be made into an interest-bearing account established in the name of the Owner, payee or recipient, as appropriate. The Owner, payee or recipient, as appropriate, will be able to withdraw all or part of the proceeds in this account at any time. This does not apply to payments which are requested to be made to companies other than us. You may contact us for any information regarding this account. You may also request that we do not place the payments into this account.

### Maturity Date

Is the last date this policy can remain in force. The Maturity Date is shown on the Information page. This date is fixed and cannot be changed under any circumstances. Upon this date you must start receiving annuity payments pursuant to **Annuity Payments** provision in the **Annuity Benefits** section.

### Nonnatural Person

A corporation, trust, estate, partnership, or other non-individual.

### Owner

The person named in the application or in the most recent change on record entitled to Ownership rights stated in this policy. "Owner" includes any person who succeeds to the Ownership rights of this policy under the **Death of Owner** provision in the **Death Benefits** section.

### Premiums

The initial premium is paid on the date of issue. At any time before the Maturity Date, additional premiums may be made in an amount equal or greater than \$2,000. The additional premiums are paid into the fixed interest option's account value initially.

### Policy Anniversary

The policy anniversary is the day and month that coincide with the date of issue in subsequent years after issue. References to the "prior policy anniversary" during the first year following the date of issue shall be deemed to refer to the date of issue.

### We, Our, Us, Company

Fidelity & Guaranty Life Insurance Company.

### Written Request

A request written to us and received by us on a form satisfactory to us.

### You, Your

The Owner.

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## GENERAL PROVISIONS

Any reference to annuitant, joint annuitant, beneficiary, contingent beneficiary, irrevocable beneficiary, Owner, contingent owner, and/or payee, may include multiple persons.

### Assignment

We will not be responsible for the validity or sufficiency of any assignment. To be binding on us, an executed assignment must be by written request and consented to by any irrevocable beneficiary. Your rights and any beneficiary's interest will be subject to the assignment. Assignment of this policy may subject you to income and gift tax. Assignments, unless otherwise specified by the owner, shall take effect on the date the notice of assignment is signed, subject to any payments made or actions taken by the company prior to receipt of the assignment.

### Changes to Policy

After we receive and record a written request for a change in Owner, annuitant, or beneficiary, the change will take effect on the date the 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 policy for endorsement or otherwise in the event of a change in Owner, annuitant, beneficiary, annuity option, or other change. We reserve the right to issue a revised Information page in the event of any change to this policy.

### Compliance With Internal Revenue Code

This policy will be interpreted in a manner consistent with the requirements of the Code section 72(s).

We reserve the right to amend this policy 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 policy. You should consult your tax advisor.

### Conformity With Statutes

If any provision in this policy is in conflict with the laws of the state which govern this policy, the provision will be deemed to be amended to conform with such laws.

### Entire Contract

The entire Contract consists of:

- This policy;
- The application, a copy of which is attached and made a part of this policy; and
- All amendments, endorsements, riders or revised Information page(s) which are attached to or mailed to your last known address.

All statements made by the applicant for the issuance of the contract shall, in the absence of fraud, be deemed representations and not warranties. 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.

### Incontestability

We will not contest this policy after the date of issue, except as provided in the **Misstatement of Birth Date** provision.

### Notification of Death

The death of any Owner or annuitant must be reported to us immediately. 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 or annuitant. From time to time we may require proof that the Owner or annuitant is still alive and may withhold any payments until such proof is received by us.

### Payments

All payments may be made into an interest-bearing account. However, you may by written request, receive all payments by check or draft. They will be sent to the recipient's last known address.

### Protection of Benefits

Only you can assign, encumber, or pledge any benefit paid under this policy. 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.

### Qualified Plans

This Contract is subject to a retirement plan providing special tax treatment for individual owned qualified plans. Examples might include IRA, Roth IRA, SEP IRA, or other similar type of plan.

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## OWNERSHIP

### Ownership Rights

During your lifetime, you may:

- Exercise any of the rights under this policy.
- Assign this policy.
- Subject to our agreement, change or amend this policy.

The **Death of Owner** provision in the **Death Benefit** section describes to whom Ownership of this policy will pass at the death of an Owner.

### Joint Owners

Two natural persons may be named as Joint Owners. They will own this policy as joint tenants with rights of survivorship. While both are alive, each must sign any written request made under this policy.

### Change of Owner

You may change ownership of this policy by written request. Changes in Owner designation, unless otherwise specified by the Owner, shall take effect on the date the notice of change is signed by the Owner, subject to any payments made or actions taken by the company prior to receipt of the notice. The new Owner's age may not exceed our then current underwriting requirements for new policy issues. A change in Ownership of this policy may have tax consequences. Please consult a tax advisor.

## BENEFICIARY

### Change of Beneficiary

Before the Maturity Date, you may change the beneficiary or any contingent beneficiary by written request. On or after the Maturity Date, you may change the beneficiary or contingent beneficiary by written request if the annuity option in effect is annuity option 1, 2, 5, or 7.

Changes in Beneficiary, unless otherwise specified by the Owner, shall take effect on the date the notice of change is signed by the Owner, subject to any payments made or actions taken by the company prior to receipt of the change. A beneficiary named irrevocably may not be changed without the written consent of that beneficiary.

### 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. Unless otherwise instructed, if there is more than one beneficiary, then any proceeds payable will be distributed equally among the beneficiaries.

## POLICY VALUES

### Account Value

The policy's account value before the Maturity Date consists of the fixed interest option's account value plus any other account value(s) which may be issued and attached by rider. The total account value is the sum of all of the account values.

### Surrender Value

For a full surrender, the surrender value is the greater of:

- Total account value, less surrender charges; or
- Total minimum guaranteed surrender value.

### Minimum Guaranteed Surrender Value

A minimum guaranteed surrender value is the minimum amount you will receive if you surrender in full.

At any time before the Maturity Date, the minimum guaranteed surrender value is the sum of the following:

- 87.5% of the premiums applied to the account value; plus
- Interest credited daily at the MGSV Accumulation Interest Rate shown on the information page; plus
- Any minimum guaranteed surrender value reallocated from other options; less
- Any amounts previously surrendered from the minimum guaranteed surrender value accumulated at the MGSV Accumulation Interest Rate shown on the information page; less
- Any minimum guaranteed surrender value reallocated to other options; less
- Any rider charges.

The minimum guaranteed surrender value from all of the account value option(s) is summed up to get the total minimum guaranteed surrender value.

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## POLICY VALUES (Cont'd)

### Basis of Policy Values

All benefits and values equal or exceed those required by the state in which the policy is delivered.

### Notice of Policy Values

At least once each year, we will send you a report of your current annuity values.

## FIXED INTEREST

### Fixed Interest Option

All premiums paid must be allocated to the fixed interest option or to any other available account value option which may be issued and attached by rider. Premiums may be reallocated from the fixed interest account value option on policy anniversaries only, in increments of no less than \$2,000. The amount remaining in the option's account value after that reallocation must be either zero, or at least \$2,000. Notification of reallocation must be received 2 days prior to the policy anniversary.

### Fixed Interest Option Account Value

The fixed interest option's account value before the Maturity Date equals all premium(s) allocated to this option; plus interest credited; less any amounts previously surrendered, including surrender charges thereon, less rider charges, if any; plus any adjustments for reallocations.

### Fixed Interest Crediting

Interest is credited daily and applied to the fixed interest option's account value from the date of issue at a rate which is never less than the guaranteed minimum effective annual interest rate as shown on the information page. The information page shows the effective annual interest rate which is credited and the period for which the rate is guaranteed. We will determine and fix in advance a current effective annual interest rate applicable to the option's account value. The rate credited to the option's account value will not be changed more often than once in any 12 month period. Any additional premiums received in a given policy year will be credited with the same interest rate being credited to the option's account value. Current effective annual interest rates may vary based on factors such as the date the premium is received or the date a new rate applies to the option's account value.

## SURRENDERS

### Partial Surrender

Before the Maturity Date, you may surrender a part of the account value. Any surrender charges will be deducted from that value.

A partial surrender, including any charge thereon, may not reduce the account value to less than \$2,000. Such surrenders may be made:

- On a scheduled monthly, quarterly, semi-annual, or annual systematic basis, in an amount of at least \$100 per surrender.
- On an unscheduled basis no more than four times in a policy year, in an amount of at least \$500 per surrender.

You may withdraw from any of the account value option(s) or a combination of any of the account value option(s). If no election is made, we will withdraw an equal percentage from all of the account value options.

### Full Surrender

Before the Maturity Date, this policy may be surrendered in full for its surrender value. The amount paid will equal the surrender value as of the date we receive your written request.

### Surrender Charge

A surrender charge may be imposed on withdrawals, at death, and in calculating annuity payments. The surrender charge equals the surrender factor for the appropriate policy year, as shown on the information page, multiplied by the amount of the account value withdrawn. The account value withdrawn consists of the amount paid upon a surrender request, or applied to an annuity option, and the surrender charge thereon.

### Surrender Requirements

We will require:

- Your written request.
- Return of the policy to us for a full surrender.



## SURRENDERS (Cont'd)

### Deferral of Payment

After making written request and receiving the written approval of the commissioner, we may defer payment, of the surrender, for a period not to exceed six (6) months after we receive the request for surrender of the contract and as long as such deferral does not cause the policy to violate section 72(s) of the Code.

## DEATH BENEFIT

### Death of Owner

Ownership Succession. At your death, ownership of this policy will pass to the person(s) living on the date of your death in the order which follows:

- Surviving joint Owner, if any.
- Beneficiary.
- Contingent beneficiary.
- Estate of the last Owner to die.

If more than one natural person succeeds to the ownership rights of this policy, then such persons will own this policy as joint Owners. Any instructions or designations of the prior Owner(s) will continue unless changed in accordance with this policy by the succeeding Owner(s).

Death Before Maturity Date. If you die before the Maturity Date, the successor Owner(s) must fully surrender and receive a distribution of the entire proceeds of this policy within 5 years of your death except that:

- If a natural person continues or succeeds to ownership of this policy, such person may begin receiving annuity payments with respect to that person's proportionate interest within 1 year from the date of your death (or within any longer period of time permitted under the Code), provided annuity payments are distributed over such person's life or over a period not extending beyond the life expectancy of such person; and
- If the spouse (as defined under the Code) of the first Owner to die continues or succeeds to Ownership of this policy, he or she is not required to surrender his or her proportionate interest in the policy or receive any payments until the Maturity Date or, if earlier, until such spouse's death, in which case the **Death of Owner** provision will apply.

Death on or After Maturity Date. No distribution, other than annuity payments as scheduled, will be made if you die on or after the Maturity Date unless you were also the last surviving annuitant, in which case this section's **Death of Annuitant** provision will apply.

### Death of Annuitant

Death Before Maturity Date. Except as provided in this section's **Special Annuitant Rules for Nonnatural Owners** provision, no distribution is required nor will any death benefit be paid if an annuitant dies before the Maturity Date unless the deceased annuitant is also an Owner, in which case this section's **Death of Owner--Death Before Maturity Date** provision will apply. If the last remaining annuitant dies before the Maturity Date, then the current Owner or Owner's designee will become the annuitant.

Death on or After Maturity Date. At the death of the Annuitant(s) on or after the Maturity Date, the death benefit, if any, will be as described for the annuity option in effect. No death benefit will become payable until you notify us of the death of the annuitant(s), provide us with the required proof of death and other information, and, if required, return this policy to us. A death benefit will not be paid under annuity options 3, 4, or 6, or after the guaranteed benefits have been paid. Any death benefit due 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.
- Estate of the last Owner to die.

The recipient of any death benefit may name one or more persons to receive any remaining death benefit after such recipient's death. If no such beneficiary is named, any unpaid portion of the death benefit will be paid to the deceased recipient's estate. The death benefit may be paid in the form of a lump sum or the remaining guaranteed annuity payments, as scheduled instead of in a lump sum. Except for a death benefit under annuity option 7, 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(s) which is (are) 1% more than the rate(s) used by us to determine those payments. The 1% increase in the discount rate(s) 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.

### Special Rules for Nonnatural Owners

If a Nonnatural Person is named as Owner, then this policy must be fully surrendered and the entire amount distributed within 5 years of:

- The death, if before the Maturity Date, of the annuitant or a joint annuitant; or
- A change in the annuitant or joint annuitant.

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## ANNUITY BENEFITS

### Annuity Payments

The annuity payments will:

- Start no later than at the end of the first payment period following the Maturity Date.
- Be paid to the order of the Owner(s) or his or her (their) designee.
- Be paid on a monthly, quarterly, semi-annual, or annual basis, as chosen by you before payments begin.
- Cease at the death of all annuitants, 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:

- Surrender value;
- Annuity option chosen;
- Payment frequency chosen; and
- Age of the annuitant(s).

The annuity payments will not be less than those reflected in the **Table of Guaranteed Monthly Payments**.

### Misstatement of Birth Date

Before making any annuity payment, we may require proof of each annuitant's birth date. If the birth date of any annuitant is misstated, we will adjust the amount to be paid by us. It will be that which would have been paid if the correct birth date 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 of 6% per year to that payment.

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 of 6% per year against the balance of the amount overpaid.

### Maturity Date

The Maturity Date is the date upon which this policy matures and by operation of its terms you must start receiving annuity payments pursuant to the **Annuity Payments** provision in the **Annuity Benefits** section. The Maturity Date is fixed and may not be later than the policy anniversary following the annuitant's (or the oldest annuitant's if a second annuitant is named) 100<sup>th</sup> birthday. Under no circumstances will the Company change the Maturity Date beyond the date shown on the information page. The Maturity Date is shown on the Information page.

### Annuity Options

There are seven annuity options. You may elect to receive payments under any annuity option described in the policy or under any other annuity option which we may then offer. Unless another annuity option and payment frequency are requested before the Maturity Date, monthly payments will be made under:

- Annuity option 2 with a guaranteed period of 10 years, if there is only one annuitant.
- Annuity option 5 with 50% joint annuitant payments and a guaranteed period of 10 years, if there is a second annuitant.

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 \$2,000; or any payment would be less than \$20.

### Descriptions of Annuity Options

Descriptions of the annuity options follow. The tables of guaranteed payments follow. Any fixed or guaranteed periods under annuity options 1, 2, and 5 may not be less than 5 years nor more than 25. Any reduced rates under annuity options 4, 5, and 6 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 a Fixed Period

Payments are guaranteed for the number of years and months chosen. If the annuitant dies before the end of the fixed period, a death benefit, consisting of a lump sum amount equal to the commuted value, will be paid. The recipient of the death benefit may elect to receive the remaining guaranteed annuity payments, as scheduled, instead of the commuted value.

#### Annuity Option 2 - Life Income With a 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.

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## ANNUITY BENEFITS (Cont'd)

### **Annuity Option 3 - Life Income**

Payments will be made for as long as the annuitant is alive. No payments will be made after the annuitant's death.

### **Annuity Option 4 - Joint and Contingent Life Income**

Payments will be made for as long as either the annuitant or contingent annuitant is alive. The payments will:

- Be paid in the joint life income amount while both the annuitant and contingent annuitant are alive.
- Continue to be paid in that amount during the annuitant's lifetime at the contingent annuitant's death.
- Continue to be paid after the death of the annuitant at the reduced rate requested and for as long as the contingent annuitant survives.
- Cease at the death of both the annuitant and contingent annuitant.

### **Annuity Option 5 - 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.
- 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.

### **Annuity Option 6 - Joint and Survivor Life Income**

Payments will be made for as long as either the annuitant or joint annuitant is alive. The payments will:

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

### **Annuity Option 7 - Life Income With Lump Sum Refund at Death**

Payments will be made for as long as the annuitant is alive. If the annuitant dies before the total amount of the payments made equals the value applied to this annuity option (less any applicable state or federal premium tax deductions), a death benefit, consisting of a lump sum equal to such value (less any applicable state or federal premium tax deductions) less any annuity payments previously made, will be paid.

# TABLES OF GUARANTEED MONTHLY PAYMENTS\*

Amount for Each \$1,000 Applied

## Annuity Option 1. Income for a Fixed Period

Period (Years)	Payment	Period (Years)	Payment	Period (Years)	Payment
5	\$17.09	8	\$10.84	15	\$5.98
6	14.31	9	9.68	20	4.60
7	12.33	10	8.76	25	3.77

## Annuity Option 2. Life Income With a Guaranteed Period

Number of Payments for a Guaranteed Period											
Age	120	180	240	Age	120	180	240	Age	120	180	240
50	\$2.75	\$2.73	\$2.71	60	\$3.50	\$3.44	\$3.35	66	\$4.18	\$4.04	\$3.81
55	3.07	3.05	3.00	61	3.60	3.53	3.42	67	4.32	4.15	3.89
56	3.15	3.12	3.07	62	3.70	3.63	3.50	68	4.46	4.27	3.96
57	3.23	3.19	3.13	63	3.81	3.72	3.58	69	4.61	4.38	4.03
58	3.32	3.27	3.20	64	3.93	3.82	3.65	70	4.77	4.50	4.10
59	3.40	3.36	3.27	65	4.05	3.93	3.73	75	5.69	5.09	4.38

## Annuity Option 3. Life Income

Age	Payment	Age	Payment
50	\$2.75	63	\$3.87
55	3.09	64	3.99
56	3.17	65	4.13
57	3.25	66	4.27
58	3.34	67	4.42
59	3.43	68	4.59
60	3.53	69	4.77
61	3.64	70	4.96
62	3.75	75	6.16

# TABLES OF GUARANTEED MONTHLY PAYMENTS\*

## Annuity Option 4. Joint Life Income With 50% Contingent Annuitant Payments

Annuitant Age	Contingent Annuitant					
	50	55	60	65	70	75
50	\$2.61	\$2.65	\$2.69	\$2.71	\$2.73	\$2.74
55	2.83	2.91	2.97	3.01	3.04	3.06
60	3.08	3.19	3.29	3.38	3.44	3.48
65	3.35	3.51	3.67	3.81	3.92	4.00
70	3.64	3.87	4.10	4.33	4.53	4.68
75	3.97	4.26	4.59	4.93	5.25	5.54

## Annuity Option 5. Joint and 50% Survivor Life Income With a 10 Year Guaranteed Period

Annuitant Age	Contingent Annuitant					
	50	55	60	65	70	75
50	\$2.87	\$3.04	\$3.23	\$3.45	\$3.69	\$3.94
55	3.04	3.23	3.45	3.70	3.98	4.27
60	3.24	3.46	3.71	4.00	4.32	4.67
65	3.47	3.72	4.01	4.35	4.74	5.16
70	3.73	4.02	4.36	4.77	5.23	5.74
75	4.03	4.37	4.77	5.25	5.82	6.45

## Annuity Option 6. Joint and 50% Survivor Life Income Payments

Annuitant Age	Joint Annuitant					
	50	55	60	65	70	75
50	\$2.87	\$3.04	\$3.23	\$3.45	\$3.69	\$3.94
55	3.04	3.23	3.45	3.70	3.98	4.27
60	3.24	3.46	3.71	4.00	4.33	4.68
65	3.47	3.72	4.01	4.35	4.74	5.17
70	3.73	4.02	4.37	4.77	5.25	5.78
75	4.03	4.37	4.78	5.27	5.85	6.52

## Annuity Option 7. Life Income With Lump Sum Refund at Death

Age	Payment	Age	Payment	Age	Payment
50	2.56	60	3.11	66	3.58
55	2.81	61	3.18	67	3.67
56	2.86	62	3.25	68	3.76
57	2.92	63	3.33	69	3.86
58	2.98	64	3.41	70	3.97
59	3.05	65	3.49	75	4.57

\*For ages, periods, and rates not shown, we will furnish the amount of payment on request. The guaranteed monthly payments are based on a 1% effective annual interest rate and the US Annuity 2000 Table; female mortality shown.

## FLEXIBLE PREMIUM DEFERRED ANNUITY

# Point-to-Point Fixed Indexed Interest Crediting Option 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 provisions of this rider will supersede any conflicting provisions of the Contract.

## Definitions

Contract. When this rider is attached to a Certificate issued under a Group Contract, "Contract" herein means the Certificate. Otherwise, "Contract" may refer to either an Individual Contract or Policy.

Index. The applicable index is shown on the Information page.

You, Your. The Owner of the Contract.

## Effective Date

If this rider is attached on the Contract's date of issue, the rider's effective date is the Contract's date of issue. If this rider is attached after the Contract's date of issue, the rider is effective at the beginning of the next index crediting period.

## Benefit

The purpose of this rider is to provide one or more fixed indexed interest crediting options that are in addition to any fixed interest crediting option in your Contract. Once this rider is attached, the Contract will offer one or more account value options with fixed indexed based interest return. Any account value allocated to these options is subject to an interest crediting formula which uses the changes in the index as part of its calculation. The options offered under this rider shall be hereafter referred to as "the option" or "this option."

Any interest is credited at the end of the index crediting period on the index crediting date. The index interest credit is calculated by using a formula that takes into account the point-to-point values of an index. The Information page shows the index interest crediting options available on the rider's effective date, and any allocated initial premium, index, index crediting period, and any applicable cap rate, participation rate, or spread rate for the option.

## Account Value

This option's account value equals any premium allocated to this option, plus any index interest credits; less: any amounts previously surrendered from this option's account value (including any surrender charges thereon), any rider charges (including any applicable rider charges shown on your Contract Information page under the rider charges section), and any adjustments for reallocations.

## Premiums

After the initial premium, all premium payments will be allocated to the fixed interest crediting option in your Contract. You may reallocate account value into and out of this option as described below. All allocations and reallocations of any account value into and out of this option's account value are subject to any changes, limitations, and suspensions that are in effect.

## Reallocation of Account Value

### Value Being Moved Out of Option

On any index crediting date and after any index interest credits are applied, this option's account value may be moved to any other option(s) in amounts of at least \$2,000. The amount remaining in this option's account value after that reallocation must be either zero, or at least \$2,000. You must notify us of any reallocation at least 30 days prior to the index crediting date.

### Value Being Moved Into Option

On any index crediting date and after any index interest credits are applied, you may move account value into this option in amounts of at least \$2,000. You must notify us of any reallocation at least 30 days prior to the index crediting date.

## Point-to-Point Fixed Indexed Interest Crediting Option Rider (Cont'd)

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### Allocation/Reallocation Limitations

The Company may decide to change, limit, or suspend any further allocations or reallocations to this option or any indices offered under this option. We will notify you at least 30 days prior to such change, limitation, or suspension. Any change, limitation, or suspension is effective on the next index crediting date for each index crediting period. At that time, you may request that we allocate this option's account value according to your election. If no election is made and if the change, limitation, or suspension requires a reallocation of account value out of the option, we will then allocate this option's account value proportionately across the remaining options in which you have account value allocated or we will allocate this option's account value to the fixed option if all remaining options offered have an account value equal to zero. We will notify you once the option is no longer limited or suspended.

### Interest Payable at Death

If an owner dies before the maturity date and the Contract is fully surrendered prior to the next index crediting date, we will apply a partial index interest credit to this option's account value. The partial index interest credit will be calculated as if the date of death was an index crediting date, but the Contract years and anniversary will not change. After applying such index interest credit, all index interest crediting will cease, and we will credit a fixed interest rate which is the same rate currently being credited in the Contract for the period following the date of death until the date of full surrender.

The Company may decide to change, limit, or suspend the partial index interest credit at death. We will notify you at least 30 days prior to such change, limitation, or suspension. Any change, limitation, or suspension is effective on the date stated in our notice. We will notify you once the partial index interest credit at death is no longer limited or suspended.

### Index Interest Credit

The index interest credit is the amount of interest credited to this option's account value on the index crediting date. Any index interest credits are calculated and applied as interest based on the formulas and definitions described herein. The index interest credit equals:

- The index change minus any applicable spread rate; multiplied by any applicable participation rate; and the result is subject to any applicable cap rate; multiplied by
- This option's account value on the prior index crediting date less: any amounts surrendered (including any applicable surrender charges), rider charges; including any applicable rider charges shown on your Contract Information page under the rider charges section, and adjustments for reallocations that may have occurred at the beginning of the index crediting period.

As shown on the Information page, if this option is not issued with a spread rate, participation rate, or cap rate, then they are not a part of any index interest credit calculation herein. The index interest credit will never be less than zero.

### Index Crediting Period

The index crediting period is the period over which the performance of any index is assessed to determine any potential index interest credit. The applicable index crediting period is shown on the Information page. An index crediting period begins on a Contract anniversary.

### Index Crediting Date

The date on which the index interest credit occurs. This date is at the end of the index crediting period and falls on a Contract anniversary.

### Index Value

The index value on any specified date is the closing value of the selected index at the close of business on that date. If no index value is published, we will use the index value on the next business day for which the index value is published. Subject to obtaining prior written approval from the Insurance Commissioner, if required by law of the state where the rider is delivered, if publication of the selected index is discontinued, or if we are unable to utilize it, or if the calculation is substantially changed, we will substitute a suitable alternative index and notify you at your last known address.

### Cap Rate

The cap rate is the maximum percentage rate that is applied at the end of the index crediting period on the index crediting date as part of the total calculation for index interest credit. As shown on the Information page, any applicable cap rate is declared by the Company at the beginning of the index crediting period, and is guaranteed for that index crediting period. The cap rate will never be less than 1.00%.

### Participation Rate

The participation rate determines how much of any increase in the index will be used to calculate any index interest credits. The index change for the index crediting period less any applicable spread rate; is multiplied by any applicable participation rate. As shown on the Information page, any applicable participation rate is declared by the Company at the beginning of the index crediting period and is guaranteed for the index crediting period. The participation rate will never be less than 100.00% for an index crediting period.

### Index Interest Credit Adjustment Rate (Spread Rate)

The spread rate is the rate which is subtracted from the index change for the index crediting period in determining any index interest credit. As shown on the Information page, any applicable spread rate is declared by the Company at the beginning of the index crediting period and is guaranteed for that index crediting period. The spread rate will never be greater than 0.00% for an index crediting period.

### Index Change

The index change is calculated on each index crediting date and is used to calculate any index interest credit. The index change equals the index value on the current index crediting date minus the index value on the prior index crediting date; divided by the index value on the prior index crediting date.

### Point-to-Point

An index value is captured on each index crediting date and is compared to the index value from the prior index crediting date to determine the index change. The Information page in your issued Contract shows the applicable index crediting period.

## Point-to-Point Fixed Indexed Interest Crediting Option Rider (Cont'd)

### **Surrender Value**

For a full surrender, the option's surrender value is the greater of: the option's account value, less surrender charges; or the option's minimum guaranteed surrender value.

For any partial surrender, the surrender value is the option's account value less surrender charges.

If you withdraw the option's entire account value, any surrender charges applied will not exceed the amount, if any, by which the option's account value exceeds the option's minimum guaranteed surrender value. If you withdraw less than all of the option's account value, then the entire surrender charge percentage will apply.

If the surrender occurs between index crediting dates, the surrender value will not include any index interest credits for the current index crediting period.

### **Minimum Guaranteed Surrender Value**

The minimum amount you will receive if you surrender all of the account value allocated to the option. The amount is described in the Contract to which this rider is attached, and the rate at which the minimum guaranteed surrender value increases is shown on the Information page.

### **Maturity Date**

If the maturity date is between index crediting dates, the annuity payment will not include any index interest credits for the current index crediting period.

### **Nonparticipating**

Dividends are not payable.

### **Termination of Rider**

The rider will terminate on the date the Contract terminates or on the date stated in our written notice of termination, which we will mail to you at least 30 days prior to the termination date. In no event, will we terminate the rider prior to the end of any index crediting period that is in effect when we give notice. If we terminate the rider, you may request that we allocate this option's account value according to your election. If no election is made, we will allocate this option's account value proportionately across the remaining options in which you have account value allocated or to the fixed option if all remaining options offered have an account value equal to zero.

**ANY INDEX INTEREST CREDITS ARE CREDITED AT THE END OF THE INDEX CREDITING PERIOD ON THE INDEX CREDITING DATE AND ARE BASED ON FORMULA(S) THAT TAKE INTO ACCOUNT THE POINT-TO-POINT VALUES OF THE INDEX. THE CONTRACT VALUES MAY BE AFFECTED BY EXTERNAL INDEX(ES), BUT THE CONTRACT DOES NOT PARTICIPATE IN ANY STOCK, BOND, OR EQUITY INVESTMENTS.**

### **Index Disclosure**

#### **S&P 500 Index**

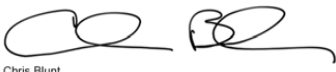
The index is used for calculating any index interest credit. The Index that will be used is the Standard & Poor's 500 Composite Stock Price Index (which excludes dividends). The Product is not sponsored, endorsed, sold or promoted by Standard & Poor's, a division of the McGraw-Hill Companies, Inc. ("S&P"). S&P makes no representation or warranty, express or implied, to the owners of the Product or any member of the public regarding the advisability of investing in securities generally or in the Product particularly or the ability of the S&P 500 Index to track general stock market performance. S&P's only relationship to the Licensee is the licensing of certain trademarks and trade names of S&P and of the S&P 500 Index which is determined, composed and calculated by S&P without regard to the Licensee or the Product.

S&P has no obligation to take the needs of the Licensee or the owners of the Product into consideration in determining, composing or calculating the S&P 500 Index. S&P is not responsible for and has not participated in the determination of the prices and amount of the Product or the timing of the issuance or sale of the Product or in the determination or calculation of the equation by which the Product is to be converted into cash. S&P has no obligation or liability in connection with the administration, marketing or trading of the Product.

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Signed for the Company.

**Fidelity & Guaranty Life Insurance Company**



Chris Blunt

President



## Point-to-Point Fixed Indexed Interest Crediting Option 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 provisions of this rider will supersede any conflicting provisions of the Contract.

### Definitions

Contract. When this rider is attached to a Certificate issued under a Group Contract, "Contract" herein means the Certificate. Otherwise, "Contract" may refer to either an Individual Contract or Policy.

Index. The applicable index is shown on the Information page.

You, Your. The Owner of the Contract.

### Effective Date

If this rider is attached on the Contract's date of issue, the rider's effective date is the Contract's date of issue. If this rider is attached after the Contract's date of issue, the rider is effective at the beginning of the next index crediting period.

### Benefit

The purpose of this rider is to provide one or more fixed indexed interest crediting options that are in addition to any fixed interest crediting option in your Contract. Once this rider is attached, the Contract will offer one or more account value options with fixed indexed based interest return. Any account value allocated to these options is subject to an interest crediting formula which uses the changes in the index as part of its calculation. The options offered under this rider shall be hereafter referred to as "the option" or "this option."

Any interest is credited at the end of the index crediting period on the index crediting date. The index interest credit is calculated by using a formula that takes into account the point-to-point values of an index. The Information page shows the index interest crediting options available on the rider's effective date, and any allocated initial premium, index, index crediting period, and any applicable cap rate, participation rate, or spread rate for the option.

### Account Value

This option's account value equals any premium allocated to this option, plus any index interest credits; less: any amounts previously surrendered from this option's account value (including any surrender charges thereon), any rider charges (including any applicable rider charges shown on your Contract Information page under the rider charges section), and any adjustments for reallocations.

### Premiums

After the initial premium, all premium payments will be allocated to the fixed interest crediting option in your Contract. You may reallocate account value into and out of this option as described below. All allocations and reallocations of any account value into and out of this option's account value are subject to any changes, limitations, and suspensions that are in effect.

### Reallocation of Account Value

#### Value Being Moved Out of Option

On any index crediting date and after any index interest credits are applied, this option's account value may be moved to any other option(s) in amounts of at least \$2,000. The amount remaining in this option's account value after that reallocation must be either zero, or at least \$2,000. You must notify us of any reallocation at least 30 days prior to the index crediting date.

#### Value Being Moved Into Option

On any index crediting date and after any index interest credits are applied, you may move account value into this option in amounts of at least \$2,000. You must notify us of any reallocation at least 30 days prior to the index crediting date.

## Point-to-Point Fixed Indexed Interest Crediting Option Rider (Cont'd)

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### **Allocation/Reallocation Limitations**

The Company may decide to change, limit, or suspend any further allocations or reallocations to this option or any indices offered under this option. We will notify you at least 30 days prior to such change, limitation, or suspension. Any change, limitation, or suspension is effective on the next index crediting date for each index crediting period. At that time, you may request that we allocate this option's account value according to your election. If no election is made and if the change, limitation, or suspension requires a reallocation of account value out of the option, we will then allocate this option's account value proportionately across the remaining options in which you have account value allocated or we will allocate this option's account value to the fixed option if all remaining options offered have an account value equal to zero. We will notify you once the option is no longer limited or suspended.

### **Interest Payable at Death**

If an owner dies before the maturity date and the Contract is fully surrendered prior to the next index crediting date, we will apply a partial index interest credit to this option's account value. The partial index interest credit will be calculated as if the date of death was an index crediting date, but the Contract years and anniversary will not change. After applying such index interest credit, all index interest crediting will cease, and we will credit a fixed interest rate which is the same rate currently being credited in the Contract for the period following the date of death until the date of full surrender.

The Company may decide to change, limit, or suspend the partial index interest credit at death. We will notify you at least 30 days prior to such change, limitation, or suspension. Any change, limitation, or suspension is effective on the date stated in our notice. We will notify you once the partial index interest credit at death is no longer limited or suspended.

### **Index Interest Credit**

The index interest credit is the amount of interest credited to this option's account value on the index crediting date. Any index interest credits are calculated and applied as interest based on the formulas and definitions described herein. The index interest credit equals:

- The index change minus any applicable spread rate; multiplied by any applicable participation rate; and the result is subject to any applicable cap rate; multiplied by
- This option's account value on the prior index crediting date less: any amounts surrendered (including any applicable surrender charges), rider charges; including any applicable rider charges shown on your Contract Information page under the rider charges section, and adjustments for reallocations that may have occurred at the beginning of the index crediting period.

As shown on the Information page, if this option is not issued with a spread rate, participation rate, or cap rate, then they are not a part of any index interest credit calculation herein. The index interest credit will never be less than zero.

### **Index Crediting Period**

The index crediting period is the period over which the performance of any index is assessed to determine any potential index interest credit. The applicable index crediting period is shown on the Information page. An index crediting period begins on a Contract anniversary.

### **Index Crediting Date**

The date on which the index interest credit occurs. This date is at the end of the index crediting period and falls on a Contract anniversary.

### **Index Value**

The index value on any specified date is the closing value of the selected index at the close of business on that date. If no index value is published, we will use the index value on the next business day for which the index value is published. Subject to obtaining prior written approval from the Insurance Commissioner, if required by law of the state where the rider is delivered, if publication of the selected index is discontinued, or if we are unable to utilize it, or if the calculation is substantially changed, we will substitute a suitable alternative index and notify you at your last known address.

### **Cap Rate**

The cap rate is the maximum percentage rate that is applied at the end of the index crediting period on the index crediting date as part of the total calculation for index interest credit. As shown on the Information page, any applicable cap rate is declared by the Company at the beginning of the index crediting period, and is guaranteed for that index crediting period. The cap rate will never be less than 2.00%.

### **Participation Rate**

The participation rate determines how much of any increase in the index will be used to calculate any index interest credits. The index change for the index crediting period less any applicable spread rate; is multiplied by any applicable participation rate. As shown on the Information page, any applicable participation rate is declared by the Company at the beginning of the index crediting period and is guaranteed for the index crediting period. The participation rate will never be less than 100.00% for an index crediting period.

### **Index Interest Credit Adjustment Rate (Spread Rate)**

The spread rate is the rate which is subtracted from the index change for the index crediting period in determining any index interest credit. As shown on the Information page, any applicable spread rate is declared by the Company at the beginning of the index crediting period and is guaranteed for that index crediting period. The spread rate will never be greater than 0.00% for an index crediting period.

### **Index Change**

The index change is calculated on each index crediting date and is used to calculate any index interest credit. The index change equals the index value on the current index crediting date minus the index value on the prior index crediting date; divided by the index value on the prior index crediting date.

### **Point-to-Point**

An index value is captured on each index crediting date and is compared to the index value from the prior index crediting date to determine the index change. The Information page in your issued Contract shows the applicable index crediting period.

## Point-to-Point Fixed Indexed Interest Crediting Option Rider (Cont'd)

### **Surrender Value**

For a full surrender, the option's surrender value is the greater of: the option's account value, less surrender charges; or the option's minimum guaranteed surrender value.

For any partial surrender, the surrender value is the option's account value less surrender charges.

If you withdraw the option's entire account value, any surrender charges applied will not exceed the amount, if any, by which the option's account value exceeds the option's minimum guaranteed surrender value. If you withdraw less than all of the option's account value, then the entire surrender charge percentage will apply.

If the surrender occurs between index crediting dates, the surrender value will not include any index interest credits for the current index crediting period.

### **Minimum Guaranteed Surrender Value**

The minimum amount you will receive if you surrender all of the account value allocated to the option. The amount is described in the Contract to which this rider is attached, and the rate at which the minimum guaranteed surrender value increases is shown on the Information page.

### **Maturity Date**

If the maturity date is between index crediting dates, the annuity payment will not include any index interest credits for the current index crediting period.

### **Nonparticipating**

Dividends are not payable.

### **Termination of Rider**

The rider will terminate on the date the Contract terminates or on the date stated in our written notice of termination, which we will mail to you at least 30 days prior to the termination date. In no event, will we terminate the rider prior to the end of any index crediting period that is in effect when we give notice. If we terminate the rider, you may request that we allocate this option's account value according to your election. If no election is made, we will allocate this option's account value proportionately across the remaining options in which you have account value allocated or to the fixed option if all remaining options offered have an account value equal to zero.

**ANY INDEX INTEREST CREDITS ARE CREDITED AT THE END OF THE INDEX CREDITING PERIOD ON THE INDEX CREDITING DATE AND ARE BASED ON FORMULA(S) THAT TAKE INTO ACCOUNT THE POINT-TO-POINT VALUES OF THE INDEX. THE CONTRACT VALUES MAY BE AFFECTED BY EXTERNAL INDEX(ES), BUT THE CONTRACT DOES NOT PARTICIPATE IN ANY STOCK, BOND, OR EQUITY INVESTMENTS.**

### **Index Disclosure**

#### **S&P 500 Index**

The index is used for calculating any index interest credit. The Index that will be used is the Standard & Poor's 500 Composite Stock Price Index (which excludes dividends). The Product is not sponsored, endorsed, sold or promoted by Standard & Poor's, a division of the McGraw-Hill Companies, Inc. ("S&P"). S&P makes no representation or warranty, express or implied, to the owners of the Product or any member of the public regarding the advisability of investing in securities generally or in the Product particularly or the ability of the S&P 500 Index to track general stock market performance. S&P's only relationship to the Licensee is the licensing of certain trademarks and trade names of S&P and of the S&P 500 Index which is determined, composed and calculated by S&P without regard to the Licensee or the Product.

S&P has no obligation to take the needs of the Licensee or the owners of the Product into consideration in determining, composing or calculating the S&P 500 Index. S&P is not responsible for and has not participated in the determination of the prices and amount of the Product or the timing of the issuance or sale of the Product or in the determination or calculation of the equation by which the Product is to be converted into cash. S&P has no obligation or liability in connection with the administration, marketing or trading of the Product.

**S&P DOES NOT GUARANTEE THE ACCURACY AND/OR THE COMPLETENESS OF THE S&P 500 INDEX OR ANY DATA INCLUDED THEREIN AND S&P SHALL HAVE NO LIABILITY FOR ANY ERRORS, OMISSIONS, OR INTERRUPTIONS THEREIN. S&P MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO RESULTS TO BE OBTAINED BY LICENSEE, OWNERS OF THE PRODUCT, OR ANY OTHER PERSON OR ENTITY FROM THE USE OF THE S&P 500 INDEX OR ANY DATA INCLUDED THEREIN. S&P MAKES NO EXPRESS OR IMPLIED WARRANTIES, AND EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE WITH RESPECT TO THE S&P 500 INDEX OR ANY DATA INCLUDED THEREIN. WITHOUT LIMITING ANY OF THE FOREGOING, IN NO EVENT SHALL S&P HAVE ANY LIABILITY FOR ANY SPECIAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.**

Signed for the Company.

**Fidelity & Guaranty Life Insurance Company**



Chris Blunt

President

## Point to Point Fixed Declared Rate on Index Gain Interest Crediting Option 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 provisions of this rider will supersede any conflicting provisions of the Contract.

### Definitions

Contract. When this rider is attached to a Certificate issued under a Group Contract, "Contract" herein means the Certificate. Otherwise, "Contract" may refer to either an Individual Contract or Policy.

Index. The applicable index is shown on the Information page.

You, Your. The Owner of the Contract.

### Effective Date

If this rider is attached on the Contract's date of issue, the rider's effective date is the Contract's date of issue. If this rider is attached after the Contract's date of issue, the rider is effective at the beginning of the next index crediting period.

### Benefit

The purpose of this rider is to provide one or more fixed indexed interest crediting options that are in addition to any fixed interest crediting option in your Contract. Once this rider is attached, the Contract will offer one or more account value options with fixed indexed based interest return. Any account value allocated to these options is subject to an interest crediting formula which uses the changes in the index as part of its calculation. The options offered under this rider shall be hereafter referred to as "the option" or "this option."

Any interest is credited at the end of the index crediting period on the index crediting date. The index interest credit is calculated by using a formula that takes into account the point-to-point values of an index at the beginning and end of the index crediting period. The index gain interest rate is declared annually and applies for a one (1) year period. The Information page shows the index interest crediting options available on the rider's effective date and any allocated initial premium, index, index crediting period and the index gain interest rate for the option. The index gain interest rate shown on the Information page is for the first Contract year only.

### Account Value

This option's account value equals any premium allocated to this option, plus any index interest credits; less: any amounts previously surrendered from this option's account value (including any surrender charges thereon), any rider charges (including any applicable rider charges shown on your Contract Information page under the rider charges section), and any adjustments for reallocations.

### Premiums

After the initial premium, all premium payments will be allocated to the fixed interest crediting option in your Contract. You may reallocate account value into and out of this option as described below. All allocations and reallocations of any account value into and out of this option's account value are subject to any changes, limitations, and suspensions that are in effect.

### Reallocation of Account Value

#### Value Being Moved Out of Option

On any index crediting date and after any index interest credits are applied, this option's account value may be moved to any other option(s) in amounts of at least \$2,000. The amount remaining in this option's account value after that reallocation must be either zero, or at least \$2,000. You must notify us of any reallocation at least 30 days prior to the index crediting date.

#### Value Being Moved Into Option

On any index crediting date and after any index interest credits are applied, you may move account value into this option in amounts of at least \$2,000. You must notify us of any reallocation at least 30 days prior to the index crediting date.

### Allocation/Reallocation Limitations

The Company may decide to change, limit, or suspend any further allocations or reallocations to this option or any indices offered under this option. We will notify you at least 30 days prior to such change, limitation, or suspension. Any change, limitation, or suspension is effective on the next index crediting date for each index crediting period. At that time, you may request that we allocate this option's account value according to your election. If no election is made and if the change, limitation, or suspension requires a reallocation of account value out of the option, we will then allocate this option's account value proportionately across the remaining options in which you have account value allocated or we will allocate this option's account value to the fixed option if all remaining options offered have an account value equal to zero. We will notify you once the option is no longer limited or suspended.

## Point to Point Fixed Declared Rate on Index Gain Interest Crediting Option Rider (Cont'd)

### Interest Payable at Death

If an owner dies before the maturity date and the Contract is fully surrendered prior to the next index crediting date, we will apply a partial index interest credit to this option's account value. The partial index interest credit will be calculated as if the date of death was an index crediting date, but the Contract years and anniversary will not change. After applying such index interest credit, all index interest crediting will cease, and we will credit a fixed interest rate which is the same rate currently being credited in the Contract for the period following the date of death until the date of full surrender.

The Company may decide to change, limit, or suspend the partial index interest credit at death. We will notify you at least 30 days prior to such change, limitation, or suspension. Any change, limitation, or suspension is effective on the date stated in our notice. We will notify you once the partial index interest credit at death is no longer limited or suspended.

### Index Interest Credit

The index interest credit is the amount of interest credited to this option's account value on the index crediting date. Any index interest credits are applied as interest based on the index gain interest rate for the crediting period. If the index value at the end of the index crediting period is greater than the index value at the beginning of the index crediting period then the index interest credit is determined by multiplying the index gain interest rate by this option's account value on the prior index crediting date less: any amounts surrendered (including any applicable surrender charges), rider charges; (including any applicable rider charges shown on your Contract Information page under the rider charges section), and adjustments for reallocations that may have occurred at the beginning of the index crediting period.

If the index value at the end of the index crediting period is less than or equal to the index value at the beginning of the index crediting period then the index interest credit will be zero.

The index interest credit will never be less than zero.

### Index Crediting Period

The index crediting period is the period over which the performance of any index is assessed to determine any potential index interest credit. The applicable index crediting period is shown on the Information page. An index crediting period begins on a Contract anniversary.

### Index Crediting Date

The date on which the index interest credit occurs. This date is at the end of the index crediting period and falls on a Contract anniversary.

### Index Value

The index value on any specified date is the closing value of the selected index at the close of business on that date. If no index value is published, we will use the index value on the next business day for which the index value is published. Subject to obtaining prior written approval from the Insurance Commissioner, if required by law of the state where the rider is delivered, if publication of the selected index is discontinued, or if we are unable to utilize it, or if the calculation is substantially changed, we will substitute a suitable alternative index and notify you at your last known address.

### Index Gain Interest Rate

The index gain interest rate is the percentage rate that is applied at the end of the index crediting period on the index crediting date which takes in to account the current index value compared to the index value from the prior index crediting date. As shown on the Information page, any applicable index gain interest rate is declared by the Company at the beginning of the index crediting period and is guaranteed for that index crediting period. The index gain interest rate will never be less than 1% for an index crediting period.

### Point-to-Point

The index value is captured on the index crediting date and is compared to the index value from the prior index crediting date to determine if the index interest option's account value will be credited with the index gain interest rate. If at the end of the period there is any increase in the index value, the index interest option's account value will be credited with the index gain interest rate. If at the end of the period there is a decrease or no change in the index value then there will be no credit to the index interest option's account.

The Information page in your issued Contract shows the applicable index crediting period and index gain interest rate

### Surrender Value

For a full surrender, the option's surrender value is the greater of: the option's account value, less surrender charges; or the option's minimum guaranteed surrender value.

For any partial surrender, the surrender value is the option's account value less surrender charges.

If you withdraw the option's entire account value, any surrender charges applied will not exceed the amount, if any, by which the option's account value exceeds the option's minimum guaranteed surrender value. If you withdraw less than all of the option's account value, then the entire surrender charge percentage will apply.

If the surrender occurs between index crediting dates, the surrender value will not include any index interest credits for the current index crediting period.

## Point to Point Fixed Declared Rate on Index Gain Interest Crediting Option Rider (Cont'd)

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### **Minimum Guaranteed Surrender Value**

The minimum amount you will receive if you surrender all of the account value allocated to the option. The amount is described in the Contract to which this rider is attached, and the rate at which the minimum guaranteed surrender value increases is shown on the Information page.

### **Maturity Date**

If the maturity date is between index crediting dates, the annuity payment will not include any index interest credits for the current index crediting period.

### **Nonparticipating**

Dividends are not payable.

### **Termination of Rider**

The rider will terminate on the date the Contract terminates or on the date stated in our written notice of termination, which we will mail to you at least 30 days prior to the termination date. In no event, will we terminate the rider prior to the end of any index crediting period that is in effect when we give notice. If we terminate the rider, you may request that we allocate this option's account value according to your election. If no election is made, we will allocate this option's account value proportionately across the remaining options in which you have account value allocated or to the fixed option if all remaining options offered have an account value equal to zero.

**ANY INDEX INTEREST CREDITS ARE CREDITED AT THE END OF THE INDEX CREDITING PERIOD ON THE INDEX CREDITING DATE AND ARE BASED ON FORMULA(S) THAT TAKE INTO ACCOUNT THE POINT-TO-POINT VALUES OF THE INDEX. THE CONTRACT VALUES MAY BE AFFECTED BY EXTERNAL INDEX(ES), BUT THE CONTRACT DOES NOT PARTICIPATE IN ANY STOCK, BOND, OR EQUITY INVESTMENTS.**

SAMPLE CONTRACT

**Index Disclosure**

**S&P 500 Index**

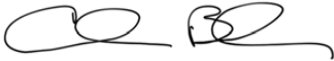
The index is used for calculating any index interest credit. The Index that will be used is the Standard & Poor's 500 Composite Stock Price Index (which excludes dividends). The Product is not sponsored, endorsed, sold or promoted by Standard & Poor's, a division of the McGraw-Hill Companies, Inc. ("S&P"). S&P makes no representation or warranty, express or implied, to the owners of the Product or any member of the public regarding the advisability of investing in securities generally or in the Product particularly or the ability of the S&P 500 Index to track general stock market performance. S&P's only relationship to the Licensee is the licensing of certain trademarks and trade names of S&P and of the S&P 500 Index which is determined, composed and calculated by S&P without regard to the Licensee or the Product.

S&P has no obligation to take the needs of the Licensee or the owners of the Product into consideration in determining, composing or calculating the S&P 500 Index. S&P is not responsible for and has not participated in the determination of the prices and amount of the Product or the timing of the issuance or sale of the Product or in the determination or calculation of the equation by which the Product is to be converted into cash. S&P has no obligation or liability in connection with the administration, marketing or trading of the Product.

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Signed for the Company.

**Fidelity & Guaranty Life Insurance Company**



Chris Blunt

President

## Point-to-Point Fixed Indexed Interest Crediting Option 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 provisions of this rider will supersede any conflicting provisions of the Contract.

### Definitions

Contract. When this rider is attached to a Certificate issued under a Group Contract, "Contract" herein means the Certificate. Otherwise, "Contract" may refer to either an Individual Contract or Policy.

Index. The applicable index is shown on the Information page.

You, Your. The Owner of the Contract.

### Effective Date

If this rider is attached on the Contract's date of issue, the rider's effective date is the Contract's date of issue. If this rider is attached after the Contract's date of issue, the rider is effective at the beginning of the next index crediting period.

### Benefit

The purpose of this rider is to provide one or more fixed indexed interest crediting options that are in addition to any fixed interest crediting option in your Contract. Once this rider is attached, the Contract will offer one or more account value options with fixed indexed based interest return. Any account value allocated to these options is subject to an interest crediting formula which uses the changes in the index as part of its calculation. The options offered under this rider shall be hereafter referred to as "the option" or "this option."

Any interest is credited at the end of the index crediting period on the index crediting date. The index interest credit is calculated by using a formula that takes into account the point-to-point values of an index. The Information page shows the index interest crediting options available on the rider's effective date, and any allocated initial premium, index, index crediting period, and any applicable cap rate, participation rate, or spread rate for the option.

### Account Value

This option's account value equals any premium allocated to this option, plus any index interest credits; less: any amounts previously surrendered from this option's account value (including any surrender charges thereon), any rider charges (including any applicable rider charges shown on your Contract Information page under the rider charges section), and any adjustments for reallocations.

### Premiums

After the initial premium, all premium payments will be allocated to the fixed interest crediting option in your Contract. You may reallocate account value into and out of this option as described below. All allocations and reallocations of any account value into and out of this option's account value are subject to any changes, limitations, and suspensions that are in effect.

### Reallocation of Account Value

#### Value Being Moved Out of Option

On any index crediting date and after any index interest credits are applied, this option's account value may be moved to any other option(s) in amounts of at least \$2,000. The amount remaining in this option's account value after that reallocation must be either zero, or at least \$2,000. You must notify us of any reallocation at least 30 days prior to the index crediting date.

#### Value Being Moved Into Option

On any index crediting date and after any index interest credits are applied, you may move account value into this option in amounts of at least \$2,000. You must notify us of any reallocation at least 30 days prior to the index crediting date.



## Point-to-Point Fixed Indexed Interest Crediting Option Rider (Cont'd)

### Allocation/Reallocation Limitations

The Company may decide to change, limit, or suspend any further allocations or reallocations to this option or any indices offered under this option. We will notify you at least 30 days prior to such change, limitation, or suspension. Any change, limitation, or suspension is effective on the next index crediting date for each index crediting period. At that time, you may request that we allocate this option's account value according to your election. If no election is made and if the change, limitation, or suspension requires a reallocation of account value out of the option, we will then allocate this option's account value proportionately across the remaining options in which you have account value allocated or we will allocate this option's account value to the fixed option if all remaining options offered have an account value equal to zero. We will notify you once the option is no longer limited or suspended.

### Interest Payable at Death

If an owner dies before the maturity date and the Contract is fully surrendered prior to the next index crediting date, we will apply a partial index interest credit to this option's account value. The partial index interest credit will be calculated as if the date of death was an index crediting date, but the Contract years and anniversary will not change. After applying such index interest credit, all index interest crediting will cease, and we will credit a fixed interest rate which is the same rate currently being credited in the Contract for the period following the date of death until the date of full surrender.

The Company may decide to change, limit, or suspend the partial index interest credit at death. We will notify you at least 30 days prior to such change, limitation, or suspension. Any change, limitation, or suspension is effective on the date stated in our notice. We will notify you once the partial index interest credit at death is no longer limited or suspended.

### Index Interest Credit

The index interest credit is the amount of interest credited to this option's account value on the index crediting date. Any index interest credits are calculated and applied as interest based on the formulas and definitions described herein. The index interest credit equals:

- The index change minus any applicable spread rate; multiplied by any applicable participation rate; and the result is subject to any applicable cap rate; multiplied by
- This option's account value on the prior index crediting date less: any amounts surrendered (including any applicable surrender charges), rider charges; including any applicable rider charges shown on your Contract Information page under the rider charges section, and adjustments for reallocations that may have occurred at the beginning of the index crediting period.

As shown on the Information page, if this option is not issued with a spread rate, participation rate, or cap rate, then they are not a part of any index interest credit calculation herein. The index interest credit will never be less than zero.

### Index Crediting Period

The index crediting period is the period over which the performance of any index is assessed to determine any potential index interest credit. The applicable index crediting period is shown on the Information page. An index crediting period begins on a Contract anniversary.

### Index Crediting Date

The date on which the index interest credit occurs. This date is at the end of the index crediting period and falls on a Contract anniversary.

### Index Value

The index value on any specified date is the closing value of the selected index at the close of business on that date. If no index value is published, we will use the index value on the next business day for which the index value is published. Subject to obtaining prior written approval from the Insurance Commissioner, if required by law of the state where the rider is delivered, if publication of the selected index is discontinued, or if we are unable to utilize it, or if the calculation is substantially changed, we will substitute a suitable alternative index and notify you at your last known address.

### Participation Rate

The participation rate determines how much of any increase in the index will be used to calculate any index interest credits. The index change for the index crediting period less any applicable spread rate; is multiplied by any applicable participation rate. As shown on the Information page, any applicable participation rate is declared by the Company at the beginning of the index crediting period and is guaranteed for the index crediting period. The participation rate will never be less than 10% for an index crediting period.

### Index Change

The index change is calculated on each index crediting date and is used to calculate any index interest credit. The index change equals the index value on the current index crediting date minus the index value on the prior index crediting date; divided by the index value on the prior index crediting date.

### Point-to-Point

An index value is captured on each index crediting date and is compared to the index value from the prior index crediting date to determine the index change. The Information page in your issued Contract shows the applicable index crediting period.

### Surrender Value

For a full surrender, the option's surrender value is the greater of: the option's account value, less surrender charges; or the option's minimum guaranteed surrender value.

For any partial surrender, the surrender value is the option's account value less surrender charges.

## Point-to-Point Fixed Indexed Interest Crediting Option Rider (Cont'd)

If you withdraw the option's entire account value, any surrender charges applied will not exceed the amount, if any, by which the option's account value exceeds the option's minimum guaranteed surrender value. If you withdraw less than all of the option's account value, then the entire surrender charge percentage will apply.

If the surrender occurs between index crediting dates, the surrender value will not include any index interest credits for the current index crediting period.

### Minimum Guaranteed Surrender Value

The minimum amount you will receive if you surrender all of the account value allocated to the option. The amount is described in the Contract to which this rider is attached, and the rate at which the minimum guaranteed surrender value increases is shown on the Information page.

### Maturity Date

If the maturity date is between index crediting dates, the annuity payment will not include any index interest credits for the current index crediting period.

### Nonparticipating

Dividends are not payable.

### Termination of Rider

The rider will terminate on the date the Contract terminates or on the date stated in our written notice of termination, which we will mail to you at least 30 days prior to the termination date. In no event, will we terminate the rider prior to the end of any index crediting period that is in effect when we give notice. If we terminate the rider, you may request that we allocate this option's account value according to your election. If no election is made, we will allocate this option's account value proportionately across the remaining options in which you have account value allocated or to the fixed option if all remaining options offered have an account value equal to zero.

**ANY INDEX INTEREST CREDITS ARE CREDITED AT THE END OF THE INDEX CREDITING PERIOD ON THE INDEX CREDITING DATE AND ARE BASED ON FORMULA(S) THAT TAKE INTO ACCOUNT THE POINT-TO-POINT VALUES OF THE INDEX. THE CONTRACT VALUES MAY BE AFFECTED BY EXTERNAL INDEX(ES), BUT THE CONTRACT DOES NOT PARTICIPATE IN ANY STOCK, BOND, OR EQUITY INVESTMENTS.**

### Index Disclosure

#### S&P 500 Index

The index is used for calculating any index interest credit. The Index that will be used is the Standard & Poor's 500 Composite Stock Price Index (which excludes dividends). The Product is not sponsored, endorsed, sold or promoted by Standard & Poor's, a division of the McGraw-Hill Companies, Inc. ("S&P"). S&P makes no representation or warranty, express or implied, to the owners of the Product or any member of the public regarding the advisability of investing in securities generally or in the Product particularly or the ability of the S&P 500 Index to track general stock market performance. S&P's only relationship to the Licensee is the licensing of certain trademarks and trade names of S&P and of the S&P 500 Index which is determined, composed and calculated by S&P without regard to the Licensee or the Product.

S&P has no obligation to take the needs of the Licensee or the owners of the Product into consideration in determining, composing or calculating the S&P 500 Index. S&P is not responsible for and has not participated in the determination of the prices and amount of the Product or the timing of the issuance or sale of the Product or in the determination or calculation of the equation by which the Product is to be converted into cash. S&P has no obligation or liability in connection with the administration, marketing or trading of the Product.

**S&P DOES NOT GUARANTEE THE ACCURACY AND/OR THE COMPLETENESS OF THE S&P 500 INDEX OR ANY DATA INCLUDED THEREIN AND S&P SHALL HAVE NO LIABILITY FOR ANY ERRORS, OMISSIONS, OR INTERRUPTIONS THEREIN. S&P MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO RESULTS TO BE OBTAINED BY LICENSEE, OWNERS OF THE PRODUCT, OR ANY OTHER PERSON OR ENTITY FROM THE USE OF THE S&P 500 INDEX OR ANY DATA INCLUDED THEREIN. S&P MAKES NO EXPRESS OR IMPLIED WARRANTIES, AND EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE WITH RESPECT TO THE S&P 500 INDEX OR ANY DATA INCLUDED THEREIN. WITHOUT LIMITING ANY OF THE FOREGOING, IN NO EVENT SHALL S&P HAVE ANY LIABILITY FOR ANY SPECIAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.**

Signed for the Company.

**Fidelity & Guaranty Life Insurance Company**



Chris Blunt

President

## Point-to-Point Fixed Indexed Interest Crediting Option Rider

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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 provisions of this rider will supersede any conflicting provisions of the Contract.

### Definitions

Contract. When this rider is attached to a Certificate issued under a Group Contract, "Contract" herein means the Certificate. Otherwise, "Contract" may refer to either an Individual Contract or Policy.

Index. The applicable index is shown on the Information page.

You, Your. The Owner of the Contract.

### Effective Date

If this rider is attached on the Contract's date of issue, the rider's effective date is the Contract's date of issue. If this rider is attached after the Contract's date of issue, the rider is effective at the beginning of the next index crediting period.

### Benefit

The purpose of this rider is to provide one or more fixed indexed interest crediting options that are in addition to any fixed interest crediting option in your Contract. Once this rider is attached, the Contract will offer one or more account value options with fixed indexed based interest return. Any account value allocated to these options is subject to an interest crediting formula which uses the changes in the index as part of its calculation. The options offered under this rider shall be hereafter referred to as "the option" or "this option."

Any interest is credited at the end of the index crediting period on the index crediting date. The index interest credit is calculated by using a formula that takes into account the point-to-point values of an index. The Information page shows the index interest crediting options available on the rider's effective date, and any allocated initial premium, index, index crediting period, and any applicable cap rate, participation rate, or spread rate for the option.

### Account Value

This option's account value equals any premium allocated to this option, plus any index interest credits; less: any amounts previously surrendered from this option's account value (including any surrender charges thereon), any rider charges (including any applicable rider charges shown on your Contract Information page under the rider charges section), and any adjustments for reallocations.

### Premiums

After the initial premium, all premium payments will be allocated to the fixed interest crediting option in your Contract. You may reallocate account value into and out of this option as described below. All allocations and reallocations of any account value into and out of this option's account value are subject to any changes, limitations, and suspensions that are in effect.

### Reallocation of Account Value

#### Value Being Moved Out of Option

On any index crediting date and after any index interest credits are applied, this option's account value may be moved to any other option(s) in amounts of at least \$2,000. The amount remaining in this option's account value after that reallocation must be either zero, or at least \$2,000. You must notify us of any reallocation at least 30 days prior to the index crediting date.

#### Value Being Moved Into Option

On any index crediting date and after any index interest credits are applied, you may move account value into this option in amounts of at least \$2,000. You must notify us of any reallocation at least 30 days prior to the index crediting date.

## Point-to-Point Fixed Indexed Interest Crediting Option Rider (Cont'd)

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### Allocation/Reallocation Limitations

The Company may decide to change, limit, or suspend any further allocations or reallocations to this option or any indices offered under this option. We will notify you at least 30 days prior to such change, limitation, or suspension. Any change, limitation, or suspension is effective on the next index crediting date for each index crediting period. At that time, you may request that we allocate this option's account value according to your election. If no election is made and if the change, limitation, or suspension requires a reallocation of account value out of the option, we will then allocate this option's account value proportionately across the remaining options in which you have account value allocated or we will allocate this option's account value to the fixed option if all remaining options offered have an account value equal to zero. We will notify you once the option is no longer limited or suspended.

### Interest Payable at Death

If an owner dies before the maturity date and the Contract is fully surrendered prior to the next index crediting date, we will apply a partial index interest credit to this option's account value. The partial index interest credit will be calculated as if the date of death was an index crediting date, but the Contract years and anniversary will not change. After applying such index interest credit, all index interest crediting will cease, and we will credit a fixed interest rate which is the same rate currently being credited in the Contract for the period following the date of death until the date of full surrender.

The Company may decide to change, limit, or suspend the partial index interest credit at death. We will notify you at least 30 days prior to such change, limitation, or suspension. Any change, limitation, or suspension is effective on the date stated in our notice. We will notify you once the partial index interest credit at death is no longer limited or suspended.

### Index Interest Credit

The index interest credit is the amount of interest credited to this option's account value on the index crediting date. Any index interest credits are calculated and applied as interest based on the formulas and definitions described herein. The index interest credit equals:

- The index change minus any applicable spread rate; multiplied by any applicable participation rate; and the result is subject to any applicable cap rate; multiplied by
- This option's account value on the prior index crediting date less: any amounts surrendered (including any applicable surrender charges), rider charges, including any applicable rider charges shown on your Contract Information page under the rider charges section, if any; and adjustments for reallocations that may have occurred at the beginning of the index crediting period.

As shown on the Information page, if this option is not issued with a spread rate, participation rate, or cap rate, then they are not a part of any index interest credit calculation herein. The index interest credit will never be less than zero.

### Index Crediting Period

The index crediting period is the period over which the performance of any index is assessed to determine any potential index interest credit. The applicable index crediting period is shown on the Information page. An index crediting period begins on a Contract anniversary.

### Index Crediting Date

The date on which the index interest credit occurs. This date is at the end of the index crediting period and falls on a Contract anniversary.

### Index Value

The index value on any specified date is the closing value of the selected index at the close of business on that date. If no index value is published, we will use the index value on the next business day for which the index value is published. Subject to obtaining prior written approval from the Insurance Commissioner, if required by law of the state where the rider is delivered, if publication of the selected index is discontinued, or if we are unable to utilize it, or if the calculation is substantially changed, we will substitute a suitable alternative index and notify you at your last known address.

### Participation Rate

The participation rate determines how much of any increase in the index will be used to calculate any index interest credits. The index change for the index crediting period less any applicable spread rate; is multiplied by any applicable participation rate. As shown on the Information page, any applicable participation rate is declared by the Company at the beginning of the index crediting period and is guaranteed for the index crediting period. The participation rate will never be less than 40% for an index crediting period.

## Point-to-Point Fixed Indexed Interest Crediting Option Rider (Cont'd)

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### Index Change

The index change is calculated on each index crediting date and is used to calculate any index interest credit. The index change equals the index value on the current index crediting date minus the index value on the prior index crediting date; divided by the index value on the prior index crediting date.

### Point-to-Point

An index value is captured on each index crediting date and is compared to the index value from the prior index crediting date to determine the index change. The Information page in your issued Contract shows the applicable index crediting period.

### Surrender Value

For a full surrender, the option's surrender value is the greater of: the option's account value, less surrender charges; or the option's minimum guaranteed surrender value.

For any partial surrender, the surrender value is the option's account value less surrender charges.

If you withdraw the option's entire account value, any surrender charges applied will not exceed the amount, if any, by which the option's account value exceeds the option's minimum guaranteed surrender value. If you withdraw less than all of the option's account value, then the entire surrender charge percentage will apply.

If the surrender occurs between index crediting dates, the surrender value will not include any index interest credits for the current index crediting period.

### Minimum Guaranteed Surrender Value

The minimum amount you will receive if you surrender all of the account value allocated to the option. The amount is described in the Contract to which this rider is attached, and the rate at which the minimum guaranteed surrender value increases is shown on the Information page.

### Maturity Date

If the maturity date is between index crediting dates, the annuity payment will not include any index interest credits for the current index crediting period.

### Nonparticipating

Dividends are not payable.

### Termination of Rider

The rider will terminate on the date the Contract terminates or on the date stated in our written notice of termination, which we will mail to you at least 30 days prior to the termination date. In no event, will we terminate the rider prior to the end of any index crediting period that is in effect when we give notice. If we terminate the rider, you may request that we allocate this option's account value according to your election. If no election is made, we will allocate this option's account value proportionately across the remaining options in which you have account value allocated or to the fixed option if all remaining options offered have an account value equal to zero.

**ANY INDEX INTEREST CREDITS ARE CREDITED AT THE END OF THE INDEX CREDITING PERIOD ON THE INDEX CREDITING DATE AND ARE BASED ON FORMULA(S) THAT TAKE INTO ACCOUNT THE POINT-TO-POINT VALUES OF THE INDEX. THE CONTRACT VALUES MAY BE AFFECTED BY EXTERNAL INDEX(ES), BUT THE CONTRACT DOES NOT PARTICIPATE IN ANY STOCK, BOND, OR EQUITY INVESTMENTS.**

## Point-to-Point Fixed Indexed Interest Crediting Option Rider (Cont'd)

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### Index Disclosure

The Balanced Asset 5 Index™ (the “Index”) is the exclusive property of Canadian Imperial Bank of Commerce (Canadian Imperial Bank of Commerce, together with its affiliates, “CIBC”). CIBC has engaged Bloomberg Finance L.P. (“Bloomberg”) to maintain and to make certain calculations related to the Index. “Canadian Imperial Bank of Commerce”, “CIBC”, and “Index” (collectively, the “CIBC Marks”) are trademarks or service marks of CIBC. CIBC has licensed use of the CIBC Marks to Fidelity & Guaranty Life Insurance Company (“FGL”) for use in one or more fixed indexed annuities offered by FGL (the “Product(s)"). CIBC is not the issuer of the Products and its sole contractual relationship with FGL is to license the Index and the CIBC Marks to FGL.

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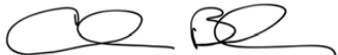
## Point-to-Point Fixed Indexed Interest Crediting Option Rider (Cont'd)

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In calculating the level of the Index, the index methodology deducts a maintenance fee of 0.85% per year, calculated daily. This fee will reduce the level of the Index and thus the amount of interest, if any, that will be credited to any Product. Furthermore, while the volatility control applied by CIBC may result in less fluctuation in rates of return as compared to indices without volatility controls, it may also reduce the overall rate of return as compared to other indices not subject to volatility controls.

Signed for the Company.

### Fidelity & Guaranty Life Insurance Company

  
Chris Blunt

President

SAMPLE CONTRACT

## Point-to-Point Fixed Indexed Interest Crediting Option Rider

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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 provisions of this rider will supersede any conflicting provisions of the Contract.

### Definitions

Contract. When this rider is attached to a Certificate issued under a Group Contract, "Contract" herein means the Certificate. Otherwise, "Contract" may refer to either an Individual Contract or Policy.

Index. The applicable index is shown on the Information page.

You, Your. The Owner of the Contract.

### Effective Date

If this rider is attached on the Contract's date of issue, the rider's effective date is the Contract's date of issue. If this rider is attached after the Contract's date of issue, the rider is effective at the beginning of the next index crediting period.

### Benefit

The purpose of this rider is to provide one or more fixed indexed interest crediting options that are in addition to any fixed interest crediting option in your Contract. Once this rider is attached, the Contract will offer one or more account value options with fixed indexed based interest return. Any account value allocated to these options is subject to an interest crediting formula which uses the changes in the index as part of its calculation. The options offered under this rider shall be hereafter referred to as "the option" or "this option."

Any interest is credited at the end of the index crediting period on the index crediting date. The index interest credit is calculated by using a formula that takes into account the point-to-point values of an index. The Information page shows the index interest crediting options available on the rider's effective date, and any allocated initial premium, index, index crediting period, and any applicable cap rate, participation rate, or spread rate for the option.

### Account Value

This option's account value equals any premium allocated to this option, plus any index interest credits; less: any amounts previously surrendered from this option's account value (including any surrender charges thereon), any rider charges (including any applicable rider charges shown on your Contract Information page under the rider charges section), and any adjustments for reallocations.

### Premiums

After the initial premium, all premium payments will be allocated to the fixed interest crediting option in your Contract. You may reallocate account value into and out of this option as described below. All allocations and reallocations of any account value into and out of this option's account value are subject to any changes, limitations, and suspensions that are in effect.

### Reallocation of Account Value

#### Value Being Moved Out of Option

On any index crediting date and after any index interest credits are applied, this option's account value may be moved to any other option(s) in amounts of at least \$2,000. The amount remaining in this option's account value after that reallocation must be either zero, or at least \$2,000. You must notify us of any reallocation at least 30 days prior to the index crediting date.

#### Value Being Moved Into Option

On any index crediting date and after any index interest credits are applied, you may move account value into this option in amounts of at least \$2,000. You must notify us of any reallocation at least 30 days prior to the index crediting date.



## Point-to-Point Fixed Indexed Interest Crediting Option Rider (Cont'd)

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### Allocation/Reallocation Limitations

The Company may decide to change, limit, or suspend any further allocations or reallocations to this option or any indices offered under this option. We will notify you at least 30 days prior to such change, limitation, or suspension. Any change, limitation, or suspension is effective on the next index crediting date for each index crediting period. At that time, you may request that we allocate this option's account value according to your election. If no election is made and if the change, limitation, or suspension requires a reallocation of account value out of the option, we will then allocate this option's account value proportionately across the remaining options in which you have account value allocated or we will allocate this option's account value to the fixed option if all remaining options offered have an account value equal to zero. We will notify you once the option is no longer limited or suspended.

### Interest Payable at Death

If an owner dies before the maturity date and the Contract is fully surrendered prior to the next index crediting date, we will apply a partial index interest credit to this option's account value. The partial index interest credit will be calculated as if the date of death was an index crediting date, but the Contract years and anniversary will not change. After applying such index interest credit, all index interest crediting will cease, and we will credit a fixed interest rate which is the same rate currently being credited in the Contract for the period following the date of death until the date of full surrender.

The Company may decide to change, limit, or suspend the partial index interest credit at death. We will notify you at least 30 days prior to such change, limitation, or suspension. Any change, limitation, or suspension is effective on the date stated in our notice. We will notify you once the partial index interest credit at death is no longer limited or suspended.

### Index Interest Credit

The index interest credit is the amount of interest credited to this option's account value on the index crediting date. Any index interest credits are calculated and applied as interest based on the formulas and definitions described herein. The index interest credit equals:

- The index change minus any applicable spread rate; multiplied by any applicable participation rate; and the result is subject to any applicable cap rate; multiplied by
- This option's account value on the prior index crediting date less: any amounts surrendered (including any applicable surrender charges), rider charges, including any applicable rider charges shown on your Contract Information page under the rider charges section, if any; and adjustments for reallocations that may have occurred at the beginning of the index crediting period.

As shown on the Information page, if this option is not issued with a spread rate, participation rate, or cap rate, then they are not a part of any index interest credit calculation herein. The index interest credit will never be less than zero.

### Index Crediting Period

The index crediting period is the period over which the performance of any index is assessed to determine any potential index interest credit. The applicable index crediting period is shown on the Information page. An index crediting period begins on a Contract anniversary.

### Index Crediting Date

The date on which the index interest credit occurs. This date is at the end of the index crediting period and falls on a Contract anniversary.

### Index Value

The index value on any specified date is the closing value of the selected index at the close of business on that date. If no index value is published, we will use the index value on the next business day for which the index value is published. Subject to obtaining prior written approval from the Insurance Commissioner, if required by law of the state where the rider is delivered, if publication of the selected index is discontinued, or if we are unable to utilize it, or if the calculation is substantially changed, we will substitute a suitable alternative index and notify you at your last known address.

### Participation Rate

The participation rate determines how much of any increase in the index will be used to calculate any index interest credits. The index change for the index crediting period less any applicable spread rate; is multiplied by any applicable participation rate. As shown on the Information page, any applicable participation rate is declared by the Company at the beginning of the index crediting period and is guaranteed for the index crediting period. The participation rate will never be less than 55% for an index crediting period.

## Point-to-Point Fixed Indexed Interest Crediting Option Rider (Cont'd)

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### Index Change

The index change is calculated on each index crediting date and is used to calculate any index interest credit. The index change equals the index value on the current index crediting date minus the index value on the prior index crediting date; divided by the index value on the prior index crediting date.

### Point-to-Point

An index value is captured on each index crediting date and is compared to the index value from the prior index crediting date to determine the index change. The Information page in your issued Contract shows the applicable index crediting period.

### Surrender Value

For a full surrender, the option's surrender value is the greater of: the option's account value, less surrender charges; or the option's minimum guaranteed surrender value.

For any partial surrender, the surrender value is the option's account value less surrender charges.

If you withdraw the option's entire account value, any surrender charges applied will not exceed the amount, if any, by which the option's account value exceeds the option's minimum guaranteed surrender value. If you withdraw less than all of the option's account value, then the entire surrender charge percentage will apply.

If the surrender occurs between index crediting dates, the surrender value will not include any index interest credits for the current index crediting period.

### Minimum Guaranteed Surrender Value

The minimum amount you will receive if you surrender all of the account value allocated to the option. The amount is described in the Contract to which this rider is attached, and the rate at which the minimum guaranteed surrender value increases is shown on the Information page.

### Maturity Date

If the maturity date is between index crediting dates, the annuity payment will not include any index interest credits for the current index crediting period.

### Nonparticipating

Dividends are not payable.

### Termination of Rider

The rider will terminate on the date the Contract terminates or on the date stated in our written notice of termination, which we will mail to you at least 30 days prior to the termination date. In no event, will we terminate the rider prior to the end of any index crediting period that is in effect when we give notice. If we terminate the rider, you may request that we allocate this option's account value according to your election. If no election is made, we will allocate this option's account value proportionately across the remaining options in which you have account value allocated or to the fixed option if all remaining options offered have an account value equal to zero.

**ANY INDEX INTEREST CREDITS ARE CREDITED AT THE END OF THE INDEX CREDITING PERIOD ON THE INDEX CREDITING DATE AND ARE BASED ON FORMULA(S) THAT TAKE INTO ACCOUNT THE POINT-TO-POINT VALUES OF THE INDEX. THE CONTRACT VALUES MAY BE AFFECTED BY EXTERNAL INDEX(ES), BUT THE CONTRACT DOES NOT PARTICIPATE IN ANY STOCK, BOND, OR EQUITY INVESTMENTS.**

## Point-to-Point Fixed Indexed Interest Crediting Option Rider (Cont'd)

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### Index Disclosure

The Balanced Asset 5 Index™ (the "Index") is the exclusive property of Canadian Imperial Bank of Commerce (Canadian Imperial Bank of Commerce, together with its affiliates, "CIBC"). CIBC has engaged Bloomberg Finance L.P. ("Bloomberg") to maintain and to make certain calculations related to the Index. "Canadian Imperial Bank of Commerce", "CIBC", and "Index" (collectively, the "CIBC Marks") are trademarks or service marks of CIBC. CIBC has licensed use of the CIBC Marks to Fidelity & Guaranty Life Insurance Company ("FGL") for use in one or more fixed indexed annuities offered by FGL (the "Product(s)"). CIBC is not the issuer of the Products and its sole contractual relationship with FGL is to license the Index and the CIBC Marks to FGL.

CIBC developed the Index without considering the needs of FGL or any annuitant. None of CIBC, Bloomberg, or any other third-party licensor (collectively, the "Index Parties") to CIBC is acting, or has been authorized to act, as an agent of FGL or has in any way sponsored, promoted, solicited, negotiated, endorsed, offered, sold, issued, supported, structured or priced the Products or provided investment advice or any other advice to FGL or any annuitant. The Index Parties are not the issuer of the Products. Purchasers of the Products neither acquire an interest in the Index nor enter into any relationship of any kind whatsoever with the Index Parties.

No Index Party has passed on the legality or suitability of, or the accuracy or adequacy of the descriptions and disclosures relating to, any Product, including those disclosures with respect to the Index. The Index Parties make no representation whatsoever, whether express or implied, as to the advisability of purchasing, selling or holding any product linked to the Index, including the Products, or the ability of the Index to meet its stated objectives, including meeting its target volatility. The Index Parties have no obligation to, and will not, take the needs of FGL or any annuitant into consideration in determining, composing or calculating the Index. The selection of the Index as a crediting option under the Products does not obligate FGL to invest annuity premiums in the components of the Index.

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No Index Party is a fiduciary or agent of any purchaser, seller or holder of any Product, or has made any representation or warranty, express or implied, regarding the advisability of purchasing, selling or holding any Product or the ability of the Index to track corresponding or relative market performance. No Index Party shall have any liability with respect to any Product in which an interest crediting option is based on the Index, nor for any loss relating to any Product, whether arising directly or indirectly from the use of the Index, its methodology, or otherwise. Any obligation to invest annuity premiums received under the Products are determined solely by FGL.

No purchaser, seller or holder of any Product, or any other person or entity, should use or refer to any trademark or tradename of any Index Party to sponsor, endorse, market or promote any Product without first contacting CIBC. Under no circumstances may any person or entity claim any affiliation with CIBC or any Index Party without the prior written permission of CIBC and such Index Party.

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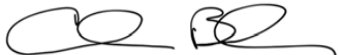
## Point-to-Point Fixed Indexed Interest Crediting Option Rider (Cont'd)

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In calculating the level of the Index, the index methodology deducts a maintenance fee of 0.85% per year, calculated daily. This fee will reduce the level of the Index and thus the amount of interest, if any, that will be credited to any Product. Furthermore, while the volatility control applied by CIBC may result in less fluctuation in rates of return as compared to indices without volatility controls, it may also reduce the overall rate of return as compared to other indices not subject to volatility controls.

Signed for the Company.

### Fidelity & Guaranty Life Insurance Company

  
Chris Blunt

President

SAMPLE CONTRACT

## Point-to-Point Fixed Declared Rate on Index Gain Interest Crediting Option Rider

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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 provisions of this rider will supersede any conflicting provisions of the Contract.

### Definitions

Contract. When this rider is attached to a Certificate issued under a Group Contract, "Contract" herein means the Certificate. Otherwise, "Contract" may refer to either an Individual Contract or Policy.

Index. The applicable index is shown on the Information page.

You, Your. The Owner of the Contract.

### Effective Date

If this rider is attached on the Contract's date of issue, the rider's effective date is the Contract's date of issue. If this rider is attached after the Contract's date of issue, the rider is effective at the beginning of the next index crediting period.

### Benefit

The purpose of this rider is to provide one or more fixed indexed interest crediting options that are in addition to any fixed interest crediting option in your Contract. Once this rider is attached, the Contract will offer one or more account value options with fixed indexed based interest return. Any account value allocated to these options is subject to an interest crediting formula which uses the changes in the index as part of its calculation. The options offered under this rider shall be hereafter referred to as "the option" or "this option."

Any interest is credited at the end of the index crediting period on the index crediting date. The index interest credit is calculated by using a formula that takes into account the point-to-point values of an index at the beginning and end of the index crediting period. The index gain interest rate is declared annually and applies for a one (1) year period. The Information page shows the index interest crediting options available on the rider's effective date, and any allocated initial premium, index, index crediting period, and the index gain interest rate for the option. The index gain interest rate shown on the Information page is for the first Contract year only.

### Account Value

This option's account value equals any premium allocated to this option, plus any index interest credits; less: any amounts previously surrendered from this option's account value (including any surrender charges thereon), any rider charges (including any applicable rider charges shown on your Contract Information page under the rider charges section), and any adjustments for reallocations.

### Premiums

After the initial premium, all premium payments will be allocated to the fixed interest crediting option in your Contract. You may reallocate account value into and out of this option as described below. All allocations and reallocations of any account value into and out of this option's account value are subject to any changes, limitations, and suspensions that are in effect.

### Reallocation of Account Value

#### Value Being Moved Out of Option

On any index crediting date and after any index interest credits are applied, this option's account value may be moved to any other option(s) in amounts of at least \$2,000. The amount remaining in this option's account value after that reallocation must be either zero, or at least \$2,000. You must notify us of any reallocation at least 30 days prior to the index crediting date.

#### Value Being Moved Into Option

On any index crediting date and after any index interest credits are applied, you may move account value into this option in amounts of at least \$2,000. You must notify us of any reallocation at least 30 days prior to the index crediting date.

## Point-to-Point Fixed Declared Rate on Index Gain Interest Crediting Option Rider (Cont'd)

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### Allocation/Reallocation Limitations

The Company may decide to change, limit, or suspend any further allocations or reallocations to this option or any indices offered under this option. We will notify you at least 30 days prior to such change, limitation, or suspension. Any change, limitation, or suspension is effective on the next index crediting date for each index crediting period. At that time, you may request that we allocate this option's account value according to your election. If no election is made and if the change, limitation, or suspension requires a reallocation of account value out of the option, we will then allocate this option's account value proportionately across the remaining options in which you have account value allocated or we will allocate this option's account value to the fixed option if all remaining options offered have an account value equal to zero. We will notify you once the option is no longer limited or suspended.

### Interest Payable at Death

If an owner dies before the maturity date and the Contract is fully surrendered prior to the next index crediting date, we will apply a partial index interest credit to this option's account value. The partial index interest credit will be calculated as if the date of death was an index crediting date, but the Contract years and anniversary will not change. After applying such index interest credit, all index interest crediting will cease, and we will credit a fixed interest rate which is the same rate currently being credited in the Contract for the period following the date of death until the date of full surrender.

The Company may decide to change, limit, or suspend the partial index interest credit at death. We will notify you at least 30 days prior to such change, limitation, or suspension. Any change, limitation, or suspension is effective on the date stated in our notice. We will notify you once the partial index interest credit at death is no longer limited or suspended.

### Index Interest Credit

The index interest credit is the amount of interest credited to this option's account value on the index crediting date. Any index interest credits are applied as interest based on the index gain interest rate for the crediting period. If the index value at the end of the index crediting period is greater than the index value at the beginning of the index crediting period then the index interest credit is determined by multiplying the index gain interest rate by this option's account value on the prior index crediting date less: any amounts surrendered (including any applicable surrender charges), rider charges, (including any applicable rider charges shown on your Contract Information page under the rider charges section), and adjustments for reallocations that may have occurred at the beginning of the index crediting period.

If the index value at the end of the index crediting period is less than or equal to the index value at the beginning of the index crediting period, then the index interest credit will be zero.

The index interest credit will never be less than zero.

### Index Crediting Period

The index crediting period is the period over which the performance of any index is assessed to determine any potential index interest credit. The applicable index crediting period is shown on the Information page. An index crediting period begins on a Contract anniversary.

### Index Crediting Date

The date on which the index interest credit occurs. This date is at the end of the index crediting period and falls on a Contract anniversary.

### Index Value

The index value on any specified date is the closing value of the selected index at the close of business on that date. If no index value is published, we will use the index value on the next business day for which the index value is published. Subject to obtaining prior written approval from the Insurance Commissioner, if required by law of the state where the rider is delivered, if publication of the selected index is discontinued, or if we are unable to utilize it, or if the calculation is substantially changed, we will substitute a suitable alternative index and notify you at your last known address.

## Point-to-Point Fixed Declared Rate on Index Gain Interest Crediting Option Rider (Cont'd)

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### Index Gain Interest Rate

The index gain interest rate is the percentage rate that is applied at the end of the index crediting period on the index crediting date which takes in to account the current index value compared to the index value from the prior index crediting date. As shown on the Information page, any applicable index gain interest rate is declared by the Company at the beginning of the index crediting period and is guaranteed for that index crediting period. The index gain interest rate will never be less than 1.75% for an index crediting period.

### Point-to-Point

The index value is captured on the index crediting date and is compared to the index value from the prior index crediting date to determine if the index interest option's account value will be credited with the index gain interest rate. If at the end of the period there is any increase in the index value, the index interest option's account value will be credited with the index gain interest rate. If at the end of the period there is a decrease or no change in the index value then there will be no credit to the index interest option's account.

The Information page in your issued Contract shows the applicable index crediting period and index gain interest rate.

### Surrender Value

For a full surrender, the option's surrender value is the greater of: the option's account value, less surrender charges; or the option's minimum guaranteed surrender value.

For any partial surrender, the surrender value is the option's account value less surrender charges.

If you withdraw the option's entire account value, any surrender charges applied will not exceed the amount, if any, by which the option's account value exceeds the option's minimum guaranteed surrender value. If you withdraw less than all of the option's account value, then the entire surrender charge percentage will apply.

If the surrender occurs between index crediting dates, the surrender value will not include any index interest credits for the current index crediting period.

### Minimum Guaranteed Surrender Value

The minimum amount you will receive if you surrender all of the account value allocated to the option. The amount is described in the Contract to which this rider is attached, and the rate at which the minimum guaranteed surrender value increases is shown on the Information page.

### Maturity Date

If the maturity date is between index crediting dates, the annuity payment will not include any index interest credits for the current index crediting period.

### Nonparticipating

Dividends are not payable.

### Termination of Rider

The rider will terminate on the date the Contract terminates or on the date stated in our written notice of termination, which we will mail to you at least 30 days prior to the termination date. In no event, will we terminate the rider prior to the end of any index crediting period that is in effect when we give notice. If we terminate the rider, you may request that we allocate this option's account value according to your election. If no election is made, we will allocate this option's account value proportionately across the remaining options in which you have account value allocated or to the fixed option if all remaining options offered have an account value equal to zero.

**ANY INDEX INTEREST CREDITS ARE CREDITED AT THE END OF THE INDEX CREDITING PERIOD ON THE INDEX CREDITING DATE AND ARE BASED ON FORMULA(S) THAT TAKE INTO ACCOUNT THE POINT-TO-POINT VALUES OF THE INDEX. THE CONTRACT VALUES MAY BE AFFECTED BY EXTERNAL INDEX(ES), BUT THE CONTRACT DOES NOT PARTICIPATE IN ANY STOCK, BOND, OR EQUITY INVESTMENTS.**

## Point-to-Point Fixed Declared Rate on Index Gain Interest Crediting Option Rider (Cont'd)

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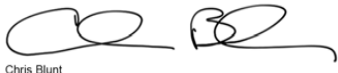
## Point-to-Point Fixed Declared Rate on Index Gain Interest Crediting Option Rider (Cont'd)

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In calculating the level of the Index, the index methodology deducts a maintenance fee of 0.85% per year, calculated daily. This fee will reduce the level of the Index and thus the amount of interest, if any, that will be credited to any Product. Furthermore, while the volatility control applied by CIBC may result in less fluctuation in rates of return as compared to indices without volatility controls, it may also reduce the overall rate of return as compared to other indices not subject to volatility controls.

Signed for the Company.

### Fidelity & Guaranty Life Insurance Company



Chris Blunt

President

SAMPLE CONTRACT

## Free Surrender – Partial Withdrawal

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 new provisions are added to the Contract. This rider will supersede any conflicting provisions of the Contract.

The **SURRENDER** section is amended to add the following provision:

**Free Surrender** In addition to the circumstances stated in the Policy, after the first Policy year, a portion of the account value withdrawn will not be subject to a surrender charge. The amount that can be surrendered without charge is an amount equal to ten percent of the account value as of the prior policy anniversary, less any amounts previously surrendered in the current Policy year which were not subject to surrender charges. The amount that can be surrendered without charge per Policy year is noncumulative, and any unused amount during a Policy year is not carried over to any subsequent Policy years.

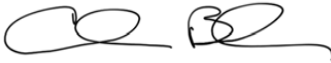
**Effective Date** This rider is effective on the same day as the Policy is effective.

**Termination of Rider** This rider will terminate when the Policy terminates.

**Nonparticipating** Dividends are not payable.

Signed for the company.

**Fidelity & Guaranty Life Insurance Company**

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

Chris Blunt

President

## Waiver of Surrender Charge Rider – Death of Owner

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 new provisions are added to the Contract. This rider will supersede any conflicting provisions of the Contract.

The following is added to the **Waiver of Surrender Charge** provision in the **SURRENDER** section.

**Waiver of Surrender Charge**

In addition to the circumstances stated in the Policy, the surrender charge does not apply after the death of an Owner, unless the spouse of the first Owner to die continues or succeeds to ownership of the Policy.

The following is added to the **Death of Owner** provision in the **DEATH** section.

Surrender charges are waived after the death of an Owner, unless the spouse of the first Owner to die continues or succeeds to ownership of the Policy.

**Effective Date**

This rider is effective on the same day as the Policy is effective.

**Termination of Rider**

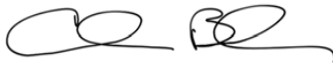
This rider will terminate when the Policy terminates.

**Nonparticipating**

Dividends are not payable.

*Signed for the Company.*

**Fidelity & Guaranty Life Insurance Company**

  
Chris Blunt

President

## Waiver of Surrender Charge 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 new provisions are added to the Contract. This rider will supersede any conflicting provisions of the Contract.

<b>Definitions</b>	<p><u>Annuitant.</u> The Annuitant's name as shown on page 3 of the policy.</p> <p><u>You, Your.</u> The Owner(s) of the policy.</p> <p><u>Nursing Home.</u> 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.</p>
<b>Effective Date</b>	This rider's effective date is the policy's Date of Issue.
<b>Written Request</b>	We will require a written request for the <b>Waiver of Surrender Charge Benefit</b> .
<b>Waiver of Surrender Charge Benefit</b>	<p>In addition to the circumstances stated in the policy, the surrender charge does not apply if you are confined to a nursing home provided:</p> <ul style="list-style-type: none"><li>• Confinement to such nursing home first begins at least 1 year after the policy's Date of Issue;</li><li>• Confinement has continued for at least 60 consecutive days;</li><li>• The surrender is made while you are confined; and</li><li>• Written proof of confinement is received at our Home Office.</li></ul>
<b>Nonparticipating</b>	Dividends are not payable.
<b>Termination of Rider</b>	You may terminate this rider at any time by written request.

*Signed for the Company.*

### Fidelity & Guaranty Life Insurance Company



Chris Blunt

President

## Waiver of Surrender Charge 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 new provisions are added to the Contract. This rider will supersede any conflicting provisions of the Contract.

### Definitions

Annuitant. The Annuitant's name as shown on page 3 of the policy.

You, Your. The Owner(s) of the policy.

Physician. 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 any of the above.

Terminal Illness. Illness or physical condition that results in your having a life expectancy of 12 months or less.

### Effective Date

This rider's effective date is the policy's Date of Issue.

### Written Request

We will require a written request for the **Waiver of Surrender Charge Benefit**.

### Waiver of Surrender Charge Benefit

In addition to the circumstances stated in the policy, the surrender charge does not apply if you have a terminal illness provided:

- The terminal illness is diagnosed at least 1 year after the policy's Date of Issue; and
- Written proof of the terminal illness is received at our Home Office. This proof will include, but is not limited to, certification by a physician who provides medical care to you in connection with your terminal illness. We reserve the right to obtain a second medical certification, at our expense, from a physician selected by us.

### Nonparticipating

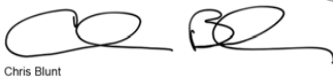
Dividends are not payable.

### Termination of Rider

You may terminate this rider at any time by written request.

*Signed for the Company.*

## Fidelity & Guaranty Life Insurance Company



Chris Blunt

President

## Market Value Adjustment 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 new provisions are added to the Contract. This rider will supersede any conflicting provisions of the Contract.

### Definitions

Market Value Adjustment Period. Market Value Adjustments are applicable during the Market Value Adjustment Period. The Market Value Adjustment Period is equal to the number of years that the surrender charge percentage in the surrender charge schedule (shown on the contract's information page) is greater than zero.

Surrender Request. Any request to surrender, in full or in part, or to make payments under an annuity option.

Market Value Adjustment Factor. The Market Value Adjustment Factor is calculated as of the date a Surrender Request is processed and is equal to:

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

- A and B are rates (based on the Bloomberg Barclays US Aggregate Index Yield to Worst);
- A is the rate determined as of the beginning of the Market Value Adjustment Period;
- B is the rate determined as of the date we process the Surrender Request; and
- N is the number of months remaining to the end of the Market Value Adjustment Period, rounded up to the next higher number of months.

Straight line interpolation is used to determine the rate for a period to maturity not published.

If the rates (based on the Bloomberg Barclays US Aggregate Index Yield to Worst) are discontinued, or if we are unable to utilize them, or if the calculation is substantially changed, we may substitute another method of determining the rates and notify you at your last known address.

### Effective Date

The rider's effective date is the date of issue of the annuity contract to which this rider is attached.

### Market Value Adjustment

A Market Value Adjustment will be applied to any portion of a Surrender Request that is subject to a surrender charge and will be calculated as a separate adjustment that is in addition to any applicable surrender charge. A Market Value Adjustment will not be applied to any portion of a Surrender Request that is not subject to a surrender charge.

The Market Value Adjustment equals the Market Value Adjustment Factor multiplied by the greater of zero or (A – B), where:

- A is the account value withdrawn or applied to an annuity option, and
- B is an amount equal to that portion of the account value which can be withdrawn without surrender charge.

The Market Value Adjustment can be positive, negative, or zero. A positive Market Value Adjustment will decrease the annuity contract's surrender value, and a negative Market Value Adjustment will increase the surrender value. The Market Value Adjustment will not exceed the limitations as described in the Maximum Market Value Adjustment and Market Value Adjustment Limit provisions below.

### Maximum Market Value Adjustment

Market Value Adjustments and surrender charges will not reduce the surrender value to an amount which is less than the minimum guaranteed surrender value.

If the Market Value Adjustment results in an increase to the surrender value, the amount of the increase will not be greater than the amount of the applicable surrender charge.

## Market Value Adjustment Rider (Cont'd)

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<b>Market Value Adjustment Limit</b>	<p>The Market Value Adjustment Limit is the largest amount (positive or negative) of a Market Value Adjustment that will apply to a Surrender Request. The Market Value Adjustment Limit is zero if the account value less the amount withdrawn without a surrender charge is less than or equal to zero.</p> <p>The Market Value Adjustment Limit equals <math>W \times (\text{the lesser of } A \text{ or } B)</math>, where:</p> <ul style="list-style-type: none"><li>• <math>W</math> is the greater of zero or <math>(C / D)</math>, where:<ul style="list-style-type: none"><li>• <math>C</math> is the gross withdrawal less the remaining amount not subject to a surrender charge for the policy/contract year, and</li><li>• <math>D</math> is the account value less the remaining amount not subject to a surrender charge for the policy/contract year;</li></ul></li><li>• <math>A</math> is the account value minus the surrender charge applicable on full surrender minus the minimum guaranteed surrender value, but not less than zero; and</li><li>• <math>B</math> is the surrender charge applicable on full surrender.</li></ul>
<b>Rider Charge</b>	There is no charge for this rider.
<b>Nonparticipating</b>	Dividends are not payable.
<b>Rider Termination</b>	<p>This rider will end the earlier of:</p> <ul style="list-style-type: none"><li>• the day the annuity contract to which it is attached ends; or</li><li>• the day the surrender charge percentage (shown on the contract's information page) for the annuity contract to which it is attached is equal to zero.</li></ul>

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## Market Value Adjustment Rider (Cont'd)

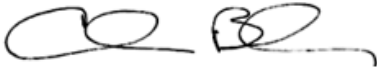
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Signed for the Company.

**Fidelity & Guaranty Life Insurance Company**



Chris Blunt  
President

SAMPLE CONTRACT



# Home Health Care Rider

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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 new provisions are added to the Contract. This rider will supersede any conflicting provisions of the Contract.

## Benefit

If You require Home Health Care Services and a partial or a full surrender of the Contract is made by You; no surrender charge will be deducted from the account value(s). The surrender value will equal the sum of the account value(s) of any options surrendered. If the minimum guaranteed surrender value is greater than the account value which was surrendered, the minimum guaranteed surrender value will be paid.

## Definitions

### Activities of Daily Living:

- Bathing: washing oneself by sponge bath or in either a tub or shower, including the tasks of getting into or out of the shower;
- Dressing: putting on and taking off all items of clothing and any required braces, fasteners, or artificial limbs;
- Transferring: moving into and out of a bed, chair or wheelchair;
- Toileting: getting to and from the toilet, getting on and off the toilet and performing related personal hygiene;
- Continence: ability to maintain control of bowel or bladder function or, when not able to maintain control of bowel or bladder function, ability to perform related 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.

Contract. When this rider is attached to a Certificate issued under a Group Contract, "Contract" herein means the Certificate. Otherwise, "Contract" may refer to either an individually issued Contract or Policy.

Home Health Care Agency. An agency licensed to primarily engage in providing Home Health Care Services under applicable state law. The agency has policies that are established by a group of professional personnel including a full time administrator and at least one physician and one registered nurse who maintains clinical records on all patients.

Home Health Care Services. Nursing care received in Your residence from a licensed Home Health Care Agency. Home Health Care services includes, but is not limited to, part-time and intermittent skilled nursing services, home health aid services, physical therapy, occupational therapy, or speech therapy and audiology services, and medical social services by a social worker. Home Health Care Services must be required due to Impairment in two (2) of the six (6) Activities of Daily Living.

Impaired/Impairment. The inability to perform 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 You while performing the two (2) of the six (6) Activities of Daily Living. Impairment must be certified by a licensed Physician.

Physician. 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; the brother, sister, parent, spouse, or child of either You or the annuitant or any spouse of any of the above.

You, Your. The Owner of the Contract.

We, Our, Company. Fidelity & Guaranty Life Insurance Company

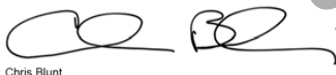
## Home Health Care Rider (Cont'd)

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<b>Effective Date</b>	This rider's effective date is the Contract's date of issue.
<b>Written Request</b>	<p>We will require a written request for the Benefit. A written request for the Benefit must be accompanied by documentation from Your attending Physician providing sufficient detail as to Your Impairment that requires Home Health Care services.</p> <p>We reserve the right to request documentation, at least annually, from Your attending Physician of Your continued inability to perform two (2) of six (6) Activities of Daily Living</p>
<b>Home Health Care Conditions</b>	<p>You qualify for this benefit if:</p> <ul style="list-style-type: none"><li>• Home Health Care Services begin at least 1 year after the Contract date of issue;</li><li>• Impairment in two (2) of the six (6) Activities of Daily Living has continued for at least 60 consecutive days;</li><li>• The surrender is made while You are receiving Home Health Care Services;</li><li>• Satisfactory written proof is received, at our home office, that You are unable to perform, at least two (2) of the (6) Activities of Daily Living and that Your Impairment requires need for Home Health Care Services; and</li><li>• Impairment is expected to last 90 days from date of request.</li></ul>
<b>Rider Charge</b>	There is no charge for this rider.
<b>Nonparticipating</b>	Dividends are not payable.
<b>Termination of Rider</b>	The rider will terminate when the Contract ends.

Signed for the Company.

**Fidelity & Guaranty Life Insurance Company**



Chris Blunt

President