Performance **Pro**

Product Highlights
Performance **Pro**®
Fixed Deferred Indexed Annuities

Fidelity & Guaranty Life®

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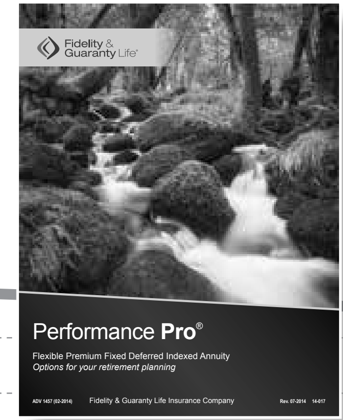
- Offers guarantees plus upside potential (Subject to caps/spread)
- Choice of seven interest crediting options
- Accumulation, Income, Wealth Transfer, Protection Needs



MINIMUM PREMIUM

$10,000 ($2,000 per option)

MAXIMUM PREMIUM

$1,000,000

ISSUE AGE (age last birthday)
Joint owners are permitted with the oldest joint owner as the basis of issue.

0-80 Non-Qualified/18-80 Qualified

INDEXED INTEREST CREDITING OPTIONS

1. One-year monthly point-to-point with a cap.
   Minimum cap per month: 1%
2. One-year annual point-to-point with a cap.
   Minimum cap per year: 1%
3. Two-year point-to-point with a cap.
   Minimum cap per period: 2%
4. Three-year point-to-point with a cap.
   Minimum cap per period: 2%
5. One-year Gold Commodity annual point-to-point with a cap.
   Minimum cap per year: 1%
6. Five-year Dow Jones U.S. Real Estate Risk Control 10% Index with a spread.
   Maximum spread per year: 5%

FIXED INTEREST OPTION

The initial interest rate is GUARANTEED for the first year. A new current interest rate is declared annually and will never be less than the guaranteed minimum effective annual interest rate which is set at issue between 1% and 3% for the life of the annuity contract. Interest is credited daily.

MINIMUM GUARANTEED SURRENDER VALUE

The minimum guaranteed surrender values on a full surrender is 87.5% of premium, plus daily interest accruing at the MGSV accumulation interest rate. That rate is between 1% and 3%, is set at issue and fixed for the life of the contract.

The MGSV is reduced by prior withdrawals.

Optional Enhanced Guaranteed Minimum Withdrawal Benefit Rider (EGMWB)[1]

Flexible, guaranteed lifetime income withdrawals allow your client to maintain control of his/her financial assets while helping them to avoid outliving their money.

Lifetime income withdrawals are available using the Enhanced Guaranteed Minimum Withdrawal Benefit (GMWB) rider. This EGMWB rider is innovatively designed to provide your clients with level, guaranteed income payments for life. In addition, it offers the opportunity to increase the income base in the first contract year by crediting a guaranteed percentage rate plus an add on rate that is calculated based on index option performance and the fixed rate. The guaranteed income amount grows the longer your client waits to exercise the benefit. This rider allows the opportunity to maintain control over the annuity and financial resources, giving your client the freedom to withdraw more or less or all of the surrender value. Withdrawing more than the guaranteed withdrawal payment will reduce the guarantee, and perhaps even eliminate it. There is an explicit charge for the EGMWB rider. The charge is 0.95% of the income base and is deducted from the contract's account value annually after the completion of the first contract year.

Protection against Impairment

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

In order to receive the enhanced guaranteed withdrawal payments your client must be certified by a physician as impaired and expected to be permanently unable to perform at least two out of six activities of daily living (ADLs). ADLs include eating, bathing, dressing, transferring, toileting, and continence. Care for the related impairment must be received by a licensed caregiver and cannot be an immediate member of your client's family.

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

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

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

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

ACCUMULATION PERIOD

During the accumulation period the income base is the value used to determine the guaranteed withdrawal payment. It is a value that is tracked separately from the account value and is not cash, but a means to determine the guaranteed withdrawal payment. The income base is the greater of: Premiums paid in the first year accruing for up to 10 years or age 85 or when the withdrawal period begins at the current EGMWB roll up rate; or premiums paid in the first year accruing for up to 10 years or age 85 or when the withdrawal period begins at the current EGMWB roll up rate[1] plus the add on rate.

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

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

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

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

During the accumulation period, your client may elect to "restart" a new 10-year roll-up period. Restarting a new 10-year period extends the accumulation period and continues the growth of the income base at the annual roll-up rate.[2]

WITHDRAWAL PERIOD[4]

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

The guaranteed withdrawal payment amount is calculated by multiplying the income base by the guaranteed withdrawal percentage and is based on age at the time income payments are elected.

SPOUSAL CONTINUATION

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

CONTRACT MATURITY

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

1 Please refer Saleslink for the current EGMWB annual roll-up rate.

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

EXCESS WITHDRAWAL

Under the enhanced guaranteed minimum withdrawal benefit, an excess withdrawal is a withdrawal that causes the total withdrawals for the contract year to exceed the guaranteed withdrawal payment amount. The income base will be reduced in proportion to the reduction in the account value.

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

GUARANTEED WITHDRAWAL PERCENTAGES FOR THE ENHANCED GUARANTEED MINIMUM WITHDRAWAL BENEFIT RIDER[1]

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

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

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

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

Payout percentages are subject to change at the company's discretion.

A vesting bonus is included when the EGMWB is elected.

BONUS

A vesting bonus of 9% of premiums received in the first contract year is applied for issue ages 0-75 and 4.5% for issue ages 76 and above.

10 The bonus amount, plus any interest earned on that amount, then vests over a period of ten years. The vesting schedule is as follows:

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

FREE PARTIAL WITHDRAWALS

Each contract year, after the end of the first contract year, free partial withdrawals of up to 10% of the account value as of the prior anniversary. The account value, less any applicable surrender charges, is available for full or partial surrender.

SURRENDER CHARGES

10

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

Lower surrender charges may apply in some states. Please refer to Product Details on SalesLink.

SURRENDER VALUES

On a full surrender, the surrender value will not be less than the MGSV. When a vesting bonus is attached, the vested account value is used as the basis for surrender values.

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

UNSCHEDULED WITHDRAWALS	Up to four unscheduled partial withdrawals may be taken in any annuity year at a minimum withdrawal amount of $500.
SYSTEMATIC WITHDRAWALS	The client can choose an automatic payment of either a specific amount or interest only on a recurring basis. Surrender charges may apply. Frequency can be monthly, quarterly, semiannual or annual. Minimum payment per mode is $100.
LIQUIDITY RIDERS	Surrender charges will be waived when any of the following benefits are exercised under the terms as defined by these riders. Payout is based on the Account Value. Please refer to the Product Training Module for specific terms and conditions. • Nursing Home • Terminal Illness • Home Health Care Riders subject to state availability. For more information refer to State Availability on SalesLink.
DEATH BENEFIT	Surrender charges will be waived if the owner dies. If the MGSV is greater than the account value, the MGSV will be paid. For more information refer to Product Details on SalesLink.
ANNUITIZATION	The client must annuitize no later than the maturity date. The maturity date is fixed at contract issue and is no later than the contract anniversary following the annuitant's (or the oldest annuitant's if a second annuitant is named) 100th birthday. Annuity payments are based on the surrender value. Some states allow the waiver of surrender charges upon annuitization. An annuity option may be changed anytime before annuity payments begin.
REALLOCATION OF ACCOUNT VALUES	Account value may be moved among interest crediting options on interest crediting anniversaries after any applicable indexed interest credits are applied. The amount allocated must be moved in increments of at least $2,000, subject to minimum account value constraints for each option. The reallocation will become effective on the interest crediting anniversary.
ISSUE DATES	Annuities are issued with an effective date of the 1st, 8th, 15th or 22nd of the month. Applications and premium must be received in good order two business days prior to the effective date. Applications and premium are held without interest until the next available effective date.
QUALIFIED PLANS	Rollovers from 403b, 401k into IRAs, rollovers from IRAs. We do not accept rollovers from all qualified plans. Please check with the Service Center first.
FREE LOOK	10 days or longer as required by state law.
RATE PROTECTION ON SECTION 1035 EXCHANGES/QUALIFIED TRANSFERS	60 days

How the account value is credited using MONTHLY POINT-TO-POINT WITH A CAP

1. The monthly point-to-point index change is determined by subtracting the prior month's index value from the current month's index value and dividing it by the prior month's index value.
2. If this results in a positive index change and is not more than the declared cap, it is used as the capped index change for that month. If the index change is greater than the declared cap, the declared cap rate is used as the capped index change for that month. If the index change is negative, a negative index change is used for that month. A negative monthly point-to-point index change is not subject to a floor.
3. At the end of the annual index interest crediting period, the positive capped and negative index changes for each month during the period will be added together on the index interest crediting date. The sum will be the rate used in calculating the index interest credit. If the sum of the index changes results in a negative value, the index interest credit applied will be zero. There will never be a negative index interest credit.

How the account value is credited using ANNUAL POINT-TO-POINT WITH A CAP

1. The index value on the current year's contract anniversary is compared to the index value on the prior year's contract anniversary.
2. The index change is determined by subtracting the prior contract anniversary's index value from the current contract anniversary's index value and dividing it by the prior anniversary's index value.
3. If this results in a positive index change and is not more than the declared cap, it is the rate used to calculate the index credit on the index crediting date.
4. If the index change is negative, a 0% credit is applied. If the index change is greater than the declared cap, the declared cap rate is used as the index change. The cap is set at the beginning of each contract year and is guaranteed for one year.
5. The two-year point-to-point index percentage change is determined by subtracting the starting index value of the crediting period from the index value two years from the index starting date then dividing by the starting index value, limited to the declared cap.
6. The three-year point-to-point index percentage change is determined by subtracting the starting index value of the crediting period from the index value three years from the index starting date then dividing by the starting index value, limited to the declared cap.

How the account value is credited using FIVE YEAR POINT-TO-POINT WITH A SPREAD

1. The five -year point-to-point index percentage change is determined by subtracting the starting index value of the crediting period from the index value five years from your index starting date.
2. The spread rate is the rate which is subtracted from the index change for the index crediting period in determining any index interest credit.
3. The spread rate is declared at the beginning of the index crediting period and is guaranteed for that index crediting period. If the index percentage change is negative, 0% will be used as the index percentage change.
4. The resulting index percentage change is multiplied by the option's account value to determine the index interest credit.
5. If the index percentage change is negative, 0% will be the index interest credit.

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WHAT SHOULD I KNOW ABOUT FIDELITY & GUARANTY LIFE?

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

1.800.445.6758 www.fglife.com

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

Guarantees are based upon the claims paying ability of the issuing insurer. Subject to state availability. Certain restrictions may apply. Interest rates subject to change. Indexed interest rates are subject to a cap and/or spread. Surrender charges may apply to withdrawals.

Withdrawals may be taxable and, when made prior to age 59½, may result in tax penalties. Withdrawals will reduce available death benefit. This product is offered on a group or individual basis as determined by state approval.

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

Optional provisions and riders may have limitations, restrictions and additional charges.

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

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Market Value Adjustment

What is a Market Value Adjustment?

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

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

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

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

How does a Market Value Adjustment work?

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

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

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

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

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

(Over)

Fidelity & Guaranty Life®

Market Value Adjustment

Market Value Adjustment Example

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

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

Contracts issued by

Fidelity & Guaranty Life®

Fidelity & Guaranty Life Insurance Company, Des Moines, IA

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

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

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

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