ANNUITIES & LIFE

Experience
the Power of
Collaborative
Thinking

Fixed Indexed
ANNUITY

Accelerator Plus® 10 & YOU

Dependable growth potential, a vesting bonus, and options for guaranteed income, along with a death benefit to provide a legacy.

Accelerator Plus 10 helps you:

- **Maximize retirement income** with guaranteed payments for life
- **Preserve your savings** with indexed growth potential and no downside market risk
- **Leave a financial legacy** with a death benefit for peace of mind

Accelerator Plus 10, a flexible premium, deferred, fixed indexed annuity.

Who is F&G?

Since 1959, F&G has been the silent, unseen enabler of the hopes and dreams of millions of Americans.

Today, we provide annuities and life insurance for over 700,000 people across the United States.

The people who hold our policies were introduced to us by someone they know—their financial or insurance professional. We collaborate with them to be partners in prosperity with you and the people you care about most.

Working together we become something greater; we become agents of possibility, agents of empowerment, agents of stability and security in a volatile world.

We work together, think together, succeed together.
We collaborate to help you prosper.

What is an annuity?

An annuity is a long-term retirement tool that can be a cornerstone of your financial security and success.

You pay a premium (think of it as your principal) to F&G and F&G provides an annuity contract with unique benefits to you.

An annuity protects and potentially builds your savings, with the option of converting them into scheduled income payments for retirement.

If you're interested in an opportunity to grow your savings based on a market index–without the risk of actually participating in the market–a **FIXED INDEXED ANNUITY** may be a good choice for you.

This quick reference guide is intended to provide a helpful overview of Accelerator Plus 10. It is coupled with the Statement of Understanding (which will be referred to as the SOU) that explains this annuity in detail. The SOU contains product information that is important and specific to you, to give you an understanding of this annuity. If you decide to complete an application, your financial or insurance professional will ask you to sign an acknowledgement to confirm you've received and read the SOU. In the event of any conflict between this guide and the SOU, the SOU prevails.

Your financial or insurance professional is able to explain the benefits and restrictions that apply in your state.

Read on and learn how Accelerator Plus 10 can play an important part in your financial security.

Is Accelerator Plus 10 a good option for you?

Accelerator Plus 10 protects your savings from market risks while potentially giving you market-based growth with tax-deferred earnings. It is a long-term retirement planning product with these important features:

- We give you a bonus to your account that vests over 10 years.
- You can choose from several options for earning interest on your premium: one fixed interest option (with a guaranteed rate) and additional options tied to market indexes.
- Any growth of your savings is tax-deferred (you pay taxes only when you make withdrawals or receive income in the future).
- You have the option of guaranteed income for life.
- You'll have full access to your account for unexpected health care costs, namely qualifying nursing or home health care, or in the event of terminal illness. This benefit applies to conditions that arise one year or more after the contract begins.
- From day one you have death benefits for peace of mind.
- You may withdraw your money at any time. Withdrawals in year one, or withdrawals in years 2-10 of over 10% of your vested account value, will incur withdrawal charges.

GROWTH POTENTIAL

The premium you pay in the first year grows with a vesting bonus

The vesting bonus is 5% for ages 0-75 and 3.25% for ages 76 and above.

In the following states, the vesting bonus rate differs: AK, CA, DE, FL (ages 65+), MA, NJ, NV, OH, OK, SC, TX and UT. The vesting bonus in these states is 3% (ages 0-75) and 2.25% (ages 76+).

F&G adds a percentage of this vesting bonus to your account each year for 10 years.

You may add more premium later, if you like, increasing the amount of premium that may grow over time.

Your choice for tax-deferred growth

You choose any combination of these potential interest earning options:

- A fixed interest option (we set the rate annually; it's guaranteed not to be below 1%)
- Several options tied to **market indexes:**
  - Barclays Trailblazer Sectors 5
  - S&P 500® Index

Each index option is subject to caps, participation rates and/or spreads. The index options are linked to a market index, but you are not investing directly in the stock market or any index. We protect you from downside risk, and you are guaranteed not to lose money due to market declines.

Each index option is available with or without a fee. Index options with a fee may provide higher caps, participation rates and declared rates, or lower spreads than options without fees.

The fee is 1.25% of the option's account value.

At the end of each crediting period, any gains are locked in.

The index options are not available in all states, so please check with your financial or insurance professional.

KEY BENEFITS...

Guaranteed income

Accelerator Plus 10 gives you the option, for a fee, to receive scheduled income for life as Guaranteed Withdrawal Payments. If you haven't made excess withdrawals in any year, payments will never run out, no matter how long you live, even if your account value is depleted.

You may begin Guaranteed Withdrawal Payments any time after the first contract year, if you are at least 50 years old. The time to start is up to you, and you may stop income payments, and restart them later.

The payment amount is determined by the Income Base of your account at the time you begin withdrawal payments. The Income Base is different from your account value and cannot be surrendered or withdrawn.

Your Guaranteed Withdrawal Payments may increase if you become impaired to the extent you are unable to perform at least two out of six activities of daily living. These are defined terms, and may vary from state to state. Increased payments will continue until your account value is depleted or the impairment no longer qualifies you for the benefit. Payments then revert to the Guaranteed Withdrawal Payment.

Prior withdrawals reduce guaranteed withdrawal amounts.

Death benefit

Your account value is paid as a lump sum death benefit.

...AND PEACE OF MIND

Access for unexpected health care costs

If you need home health or nursing home care, or in the event of terminal illness, you may access your account value with no surrender charges or Market Value Adjustment (MVA). The diagnosis of terminal illness, or the beginning of home health or nursing home care, must occur at least one year after the contract is issued. These are defined conditions, and this benefit may vary from state to state.

Ability to withdraw

You may withdraw your money at any time. We know you may have unexpected opportunities or expenses. You'll have penalty-free access to 10% of the vested account value in years 2-10. Any other withdrawals will incur surrender charges and MVA.

The surrender charge in contract year one is 14% of the withdrawal, and this percentage decreases each year for 10 years.

The following states follow an alternative surrender charge schedule: AK, CA, DE, FL (ages 65+), MA, NJ, NV, OH, OK, SC, TX and UT. In these states, the surrender charge in contract year one is 9% of the withdrawal, and this percentage decreases over 10 years.

What is a Market Value Adjustment? Any time a withdrawal incurs a surrender charge, an MVA will be made. The MVA is based on a formula that takes into account changes in the U.S. Treasury yields since the contract was issued. Generally, if treasury yields have risen, the MVA will decrease the surrender value; if they have fallen, the MVA will increase the surrender value.

The MVA does not apply in AK and MO.

Annuitization

You don't have to worry about outliving your assets – you always have the option of annuitizing your contract, which means turning your annuity into scheduled payments for life. If you keep your contract until its maturity date, you must annuitize it then. The maturity date of your Accelerator Plus 10 contract is set when the contract is issued.

TAX INFORMATION

The annuity is tax-deferred which means you don't pay taxes on the interest as it's earned, only when you withdraw it

Tax deferral may not be available if the annuity owner is an entity, such as a business.

Withdrawals are treated as coming from earnings first (taxable) and then as a return of your premium. If you withdraw money before age 59 ½, you may also pay a 10% penalty to the IRS.

Please keep in mind that buying an annuity in an IRA or other tax-qualified retirement account offers no additional tax benefit, since the retirement account is already tax-deferred. If your annuity contract is within a tax-qualified plan, you may be required to take minimum distributions beginning at age 72.

You may exchange one tax-deferred annuity for another without paying tax on the earnings when you make the exchange. Before you do, compare the benefits, features and costs of the two annuities. You may pay a surrender charge on the annuity you are exchanging, and you may start a new surrender charge period with the new annuity.

F&G does not offer tax or legal advice. Consult a tax professional regarding your specific situation.

This document is not a legal contract. For the exact terms and conditions, refer to the annuity contract, which is issued by Fidelity & Guaranty Life Insurance Company, Des Moines, IA.

Fidelity & Guaranty Life Insurance Company offers a diverse portfolio of fixed and fixed indexed deferred annuities, immediate annuities and optional additional features. Annuities are long-term vehicles to help with retirement income needs. Before purchasing, consider your financial situation and alternatives available to you. Visit us at **fglife.com** for more information, and consult a financial or insurance professional who can help you determine the alternatives for your goals and needs.

Form Numbers: API-1018 (11-13), ACI-1018 (11-13), ARI-1062 (11-13), OM FPS-VAV (10-07), FGL DOO1 (2003), FGL NH1 (2003), FGL TI1 (2003), ARI-1006 (02-11), ARI-1054 (02-13), ARI-1056 (06-13), ARI-1065 (11-13), et al.

This product is a deferred, fixed indexed annuity that provides a minimum guaranteed surrender value. You should understand how the minimum guaranteed surrender value is determined before purchasing an annuity contract.

Even though contract values may be affected by external indexes, the annuity is not an investment in the stock market and does not participate in any stock, bond, or equity investments. Indexed interest rates are subject to caps, participation rates and/or spreads, which may change at the discretion of F&G.

Interest rates are subject to change.

The provisions, riders and optional additional features of this product have limitations and restrictions, may have additional charges, and are subject to change. Contracts are subject to state availability, and certain restrictions may apply. See the SOU for details.

F&G may change your annuity contract from time to time, to follow federal and state laws and regulations. If this happens, we'll tell you about the changes in writing.

This product is offered on a group or individual basis, subject to state approval. For group contracts, the group certificate and master contract provide the terms and conditions, which are subject to the laws of the issuing state.

Surrender charges and MVA may apply to withdrawals. An MVA may increase or decrease the surrender value. Withdrawals may be taxable and may be subject to penalties prior to age 59 ½. Withdrawals will reduce the available death benefit.

Annuities that offer a vesting bonus may have higher fees, longer surrender charge periods, lower interest-crediting rates, lower participation rates, lower cap rates and higher spreads than annuities without vesting bonuses.

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It is important to note that when the declared participation rate is greater than 100% and the index change percentage at the end of the index term period is 0 or negative, no index interest credits will be applied to the account value. Please see the SOU for a detailed explanation.

Barclays Bank PLC and its affiliates ("Barclays") is not the issuer or producer of Fixed Indexed Annuities and Barclays has no responsibilities, obligations or duties to contract owners of Fixed Indexed Annuities. The Index is a trademark owned by Barclays Bank PLC and licensed for use by Fidelity & Guaranty Life Insurance Company as the Issuer of Fixed Indexed Annuities. Fidelity & Guaranty Life Insurance Company as Issuer of Fixed Annuities may for itself execute transaction(s) with Barclays in or relating to the Index in connection with Fixed Indexed Annuities. Contract owners acquire Fixed Indexed Annuities from Fidelity & Guaranty Life Insurance Company and contract owners neither acquire any interest in the Index nor enter into any relationship of any kind whatsoever with Barclays upon making an investment in Fixed Indexed Annuities. The Fixed Indexed Annuities are not sponsored, endorsed, sold or promoted by Barclays and Barclays makes no representation regarding the advisability of the Fixed Indexed Annuities or use of the Index or any data included therein. Barclays shall not be liable in any way to the Issuer, contract owners or to other third parties in respect of the use or accuracy of the Index or any data included therein.

For more information about Barclays Trailblazer Sectors 5 index, see http://trailblazer.barclays.com.

Volatility control seeks to provide smoother returns and mitigate sharp market fluctuations. While this type of strategy can lessen the impact of market downturns, it can also lessen the impact of market upturns, potentially limiting upside potential.

Please contact us at 888.513.8797 or visit us at fglife.com for more information.

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

888.513.8797 fglife.com

Your annuity values are guaranteed by Fidelity & Guaranty Life Insurance Company, Des Moines, IA.

F&G offers our series of focused life insurance and annuity products through a network of independent marketing organizations (IMOs) and financial or insurance professionals. We pay the IMO, financial or insurance professional, or firm for selling the annuity to you, and factor that into our contract pricing. Their compensation isn't deducted from your premium.

Insurance products are offered through Fidelity & Guaranty Life Insurance Company in every state, other than New York, as well as the District of Columbia and Puerto Rico. In New York, products are offered through a wholly owned subsidiary, Fidelity & Guaranty Life Insurance Company of New York. Each company is solely responsible for its contractual obligations.

As a legal reserve company, we're required by state regulation to maintain reserves equal to or greater than guaranteed surrender values.

Ask your financial or insurance professional today about F&G and let's get to work ensuring you have a bright tomorrow.

F&G® ANNUITIES & LIFE

Experience the Power of Collaborative Thinking

Accelerator Plus 10–Statement of Understanding

INSURER: FIDELITY & GUARANTY LIFE INSURANCE COMPANY

Thank you for your interest in the Accelerator Plus 10 annuity from Fidelity & Guaranty Life Insurance Company (the "Company"). It is important that you understand the benefits, features, and limitations of this annuity before making your purchasing decision. Please read the following information and sign the last page of this disclosure document to acknowledge your understanding of the annuity Policy ("Policy") for which you are applying. This document is intended to provide you with a summary of the Policy, including benefits and limitations. To the extent the consumer product brochure conflicts with any information in this document, this document controls. To the extent this document conflicts with any provision of the Policy, the Policy controls. When you receive your Policy, read it carefully.

What is the Accelerator Plus 10 annuity?

Accelerator Plus 10 is a Flexible Premium Fixed Indexed Deferred Annuity that automatically includes for an additional charge the Enhanced Guaranteed Minimum Withdrawal Benefit Rider ("EGMWB Rider"). The Accelerator Plus 10 annuity is primarily intended for customers seeking a long-term retirement savings vehicle who also wish to trigger a lifetime withdrawal feature provided under the EGMWB Rider.

You may deposit premium (the amount of money you pay into the Policy) at any time prior to the Maturity Date (the date you must begin receiving annuity payments) and before you elect to begin the Withdrawal Period under the EGMWB Rider. Your initial premium (the amount of money you initially pay) must be at least $10,000 and any additional premium (the amount of money you may add prior to the Maturity Date or the Withdrawal Period under the EGMWB Rider) must be at least $2,000 and may not exceed $1,000,000.

When will my annuity be issued?

Annuities are issued with an effective date of the 1st, 8th, 15th or 22nd of the month. Premiums are held without interest until the next available effective date. Special rules apply if one of these dates falls on a weekend or holiday. If you withdraw money from an indexed interest crediting option on any day other than an interest crediting option anniversary you will not earn indexed interest, if any, on the amount you withdraw.

What if I decide I do not want my Policy after it is delivered?

After receipt of the Policy, it may be returned within the free look period for an unconditional refund of the premium. The free look period is the amount of time you have to request a refund. The actual free look period is stated on the cover page of your Policy.

How much interest will be credited to my Policy?

- **Vested Account Value / Total Account Value**

Your Policy has a vested account value which equals the sum of the fixed interest option and indexed interest option account values. These options are discussed below. The total account value is the sum of the vested account value plus any unvested premium bonus amount including any interest thereon.

Each option account value equals all premiums allocated thereto, plus any interest credited thereon; plus any applicable vested premium bonus plus interest thereon; less any amounts previously withdrawn including any applicable surrender charges (explained below) thereon; less any applicable rider charges, plus/minus any applicable Market Value Adjustments, plus any adjustments for reallocations.

The option account values either grow based on the fixed interest option or potentially grow based on the indexed interest options explained below. You may choose any one or combination of them subject to the Policy's reallocation provisions. You may only reallocate values among options once a Policy year effective for the next Policy year. For the fixed interest option, you must notify us of any reallocation at least 2 days prior to the Policy anniversary. For the indexed interest options, you must notify us of any reallocation at least 30 days prior to the start of a new index crediting period. After the initial premium, any additional premium will be automatically allocated to the fixed interest option account value.
The option account values are reduced by withdrawals of any type, any surrender charges thereon, any rider charges, and any positive Market Value Adjustment.

- **Fixed Interest Option**

We will declare an initial fixed interest rate and renewal fixed interest rates that will determine the fixed rate of interest credited to this option. These rates are guaranteed never to be less than the guaranteed minimum effective annual interest rate of 1.00%. The initial fixed interest rate is guaranteed for the first Policy year only. At the end of the first Policy year and any subsequent Policy year, we will declare a renewal fixed interest rate that will be guaranteed for one Policy year only. Interest credits are credited daily.

- **One–Year Annual Point-to-Point With A Cap and Participation Rate Indexed Interest Option (S&P 500® Index)**

Any index interest credits for this option are calculated and credited only on an index crediting date by using a formula that takes into account the beginning and ending values of the S&P 500® Index for a 1-year index crediting period. The participation rate and cap rate limit how much of any increase will be used to calculate any index interest credits. The participation rate and cap rate are declared at the beginning of each index crediting period.

We determine the index percentage change by subtracting the index value at the beginning of the 1-year index crediting period from the index value at the end of the 1-year index crediting period and then divide that value by the index value at the beginning of the 1-year index crediting period, minus any applicable spread rate, multiplied by any applicable participation rate, and then the result is subject to any applicable cap rate. If the index percentage change is zero or negative, no index interest credit is added. The annual participation rate will never be less than 100.00% for an index crediting period. The annual cap rate will never be less than 1.00% for an index crediting period.

If the index percentage change limited by the annual cap is positive, this capped percentage is multiplied by the option's account value to determine the index interest credits. The index interest credits pursuant to this option will never be less than zero.

As with all the interest options, you decide how to allocate your premium. If you elect to allocate your premium to this option or any other indexed interest option, keep in mind that your premium is never invested directly in the external index. Linking your premiums to an external index only means that the underlying index will be used to determine your credited interest, if any. The investment performance of the S&P 500® Index does not directly pass through to you as an investment. You will not receive dividends off S&P 500® Index.

- **One-Year Annual Point-to-Point With a Cap and Participation Rate Indexed Interest Crediting Option with Rider Charge (S&P 500® Index)**

Any index interest credits for this option are calculated and credited only on an index crediting date by using a formula that takes into account the beginning and ending values of the S&P 500® Index for a 1-year index crediting period. The participation rate and cap rate limit how much of any increase will be used to calculate any index interest credits. The participation rate and cap rate are declared at the beginning of each index crediting period.

We determine the index percentage change by subtracting the index value at the beginning of the 1-year index crediting period from the index value at the end of the 1-year index crediting period and then divide that value by the index value at the beginning of the 1-year index crediting period, minus any applicable spread rate, multiplied by any applicable participation rate, and then the result is subject to any applicable cap rate. If the index percentage change is zero or negative, no index interest credit is added. The annual participation rate will never be less than 100.00% for an index crediting period. The annual cap rate will never be less than 1.00% for an index crediting period.

If the index percentage change limited by the annual cap is positive, this capped percentage is multiplied by the option's account value to determine the index interest credits. The index interest credits pursuant to this option will never be less than zero.

As with all the interest options, you decide how to allocate your premium. If you elect to allocate your premium to this option or any other indexed interest option, keep in mind that your premium is never invested directly in the external index. Linking your premiums to an external index only means that the underlying index will be used to determine your credited interest, if any. The investment performance of the S&P 500® Index does not directly pass through to you as an investment. You will not receive dividends off S&P 500® Index.

The Rider Charge is equal to 1.25% multiplied by this option's account value. The rider charge will be deducted from the vested account value at Policy issue and at the beginning of each index crediting period. There are no rider charges deducted while the option's account value is equal to zero.

- **One-Year Annual Point-to-Point With Participation Rate Indexed Interest Crediting Option with Rider Charge (S&P 500® Index)**

Any index interest credits for this option are calculated and credited only on an index crediting date by using a formula that takes into account the beginning and ending values of the S&P 500® Index for a 1-year index crediting period. The participation rate is the percentage of any index increase which will be used to calculate any index interest credits. The participation rate is declared at the beginning of each index crediting period.

We determine the index percentage change by subtracting the index value at the beginning of the 1-year index crediting period from the index value at the end of the 1-year index crediting period and then divide that value by the index value at the beginning of the 1-year index crediting period, and then multiply by any applicable participation rate. If the index percentage change is zero or negative, no index interest credit is added. The annual participation rate will never be less than 10.00% for an index crediting period.

The index interest credits pursuant to this option will never be less than zero.

As with all the interest options, you decide how to allocate your premium. If you elect to allocate your premium to this option or any other indexed interest option, keep in mind that your premium is never invested directly in the external index. Linking your premiums to an external index only means that the underlying index will be used to determine your credited interest, if any. The investment performance of the S&P 500® Index does not directly pass through to you as an investment. You will not receive dividends off S&P 500® Index.

The Rider Charge is equal to 1.25% multiplied by this option's account value. The rider charge will be deducted from the vested account value at Policy issue and at the beginning of each index crediting period. There are no rider charges deducted while the option's account value is equal to zero.

- **One–Year Annual Point-to-Point Fixed Declared Rate On Index Gain Indexed Interest Option (S&P 500® Index)**

Any index interest credits for this option are calculated and credited only on an index crediting date, using a formula that takes into account the beginning and ending values of the S&P 500® Index during a 1-year index crediting period. The index gain interest rate is declared prior to each 1-year index crediting period.

We determine the index change by comparing the beginning value of the 1-year index crediting period and the ending value of the 1-year index crediting period. The minimum index gain interest rate for this option is 1.00%.

If the change in the index value is zero or negative, no index interest is added. If the change in value of the index during that 1-year period is positive, the declared index gain interest rate is multiplied by the option's account value to determine the index interest credits. The index interest credits pursuant to this option will never be less than zero.

As with all the interest options, you decide how to allocate your premium. If you elect to allocate your premium to this option or any other indexed interest option, keep in mind that your premium is never invested directly in the external index. Linking your premiums to an external index only means that the underlying index will be used to determine your credited interest, if any. The investment performance of the S&P 500® Index does not directly pass through to you as an investment. You will not receive dividends off S&P 500® Index.

- **One–Year Annual Point-to-Point Fixed Declared Rate On Index Gain Indexed Interest Option with Rider Charge (S&P 500® Index)**

Any index interest credits for this option are calculated and credited only on an index crediting date, using a formula that takes into account the beginning and ending values of the S&P 500® Index during a 1-year index crediting period. The index gain interest rate is declared prior to each 1-year index crediting period.

We determine the index change by comparing the beginning value of the 1-year index crediting period and the ending value of the 1-year index crediting period. The minimum index gain interest rate for this option is 1.00%.

If the change in the index value is zero or negative, no index interest is added. If the change in value of the index during that 1-year period is positive, the declared index gain interest rate is multiplied by the option's account value to determine the index interest credits. The index interest credits pursuant to this option will never be less than zero.

As with all the interest options, you decide how to allocate your premium. If you elect to allocate your premium to this option or any other indexed interest option, keep in mind that your premium is never invested directly in the external index. Linking your premiums to an external index only means that the underlying index will be used to determine your credited interest, if any. The investment performance of the S&P 500® Index does not directly pass through to you as an investment. You will not receive dividends off S&P 500® Index

The Rider Charge is equal to 1.25% multiplied by this option's account value. The rider charge will be deducted from the vested account value at Policy issue and at the beginning of each index crediting period. There are no rider charges deducted while the option's account value is equal to zero.

- **One-Year Monthly Point-to-Point With A Cap and Participation Rate Indexed Interest Option (S&P 500® Index)**

Any index interest credits for this option are calculated and credited only on an index crediting date by using a formula that takes into account the monthly beginning and ending values of the S&P 500® Index during a 1-year index crediting period. We add together 12 months of capped monthly index percentage changes and that result is multiplied by the applicable participation rate. The participation rate and monthly cap rate are declared prior to each 1-year index crediting period.

The monthly index percentage change equals the index value of the current monthly anniversary divided by the index value on the prior monthly anniversary; minus one. A positive monthly index percentage change will be limited to a monthly cap rate. A negative monthly index percentage change will not be subject to any floor. The monthly cap rate for this option will never be less than 1.00%. The participation rate for any 1-year index crediting period will never be less than 100.00% for this option.

If the sum of the 12 monthly percentage changes is zero or negative, no index interest credits will be added. If the sum of the 12 monthly percentage changes is positive, this sum is then multiplied by the participation rate, then this result will be multiplied by the option's account value to determine the amount of index interest credited. Index interest credits will never be less than zero.

As with all the interest options, you decide how to allocate your premium. If you elect to allocate your premium to this option or any other indexed interest option, keep in mind that your premium is never invested directly in the external index. Linking your premiums to an external index only means that the underlying index will be used to determine your credited interest, if any. The investment performance of the S&P 500® Index does not directly pass through to you as an investment. You will not receive dividends off S&P 500® Index.

- **One-Year Monthly Point-to-Point With a Cap and Participation Rate Indexed Interest Crediting Option with Rider Charge (S&P 500® Index)**

Any index interest credits for this option are calculated and credited only on an index crediting date by using a formula that takes into account the monthly beginning and ending values of the S&P 500® Index during a 1-year index crediting period. We add together 12 months of capped monthly index percentage changes and that result is multiplied by the applicable participation rate. The participation rate and monthly cap rate are declared prior to each 1-year index crediting period.

The monthly index percentage change equals the index value of the current monthly anniversary divided by the index value on the prior monthly anniversary; minus one. A positive monthly index percentage change will be limited to a monthly cap rate. A negative monthly index percentage change will not be subject to any floor. The monthly cap rate for this option will never be less than 1.00%. The participation rate for any 1-year index crediting period will never be less than 100.00% for this option.

If the sum of the 12 monthly percentage changes is zero or negative, no index interest credits will be added. If the sum of the 12 monthly percentage changes is positive, this sum is then multiplied by the participation rate, then this result will be multiplied by the option's account value to determine the amount of index interest credited. Index interest credits will never be less than zero.

As with all the interest options, you decide how to allocate your premium. If you elect to allocate your premium to this option or any other indexed interest option, keep in mind that your premium is never invested directly in the external index. Linking your premiums to an external index only means that the underlying index will be used to determine your credited interest, if any. The investment performance of the S&P 500® Index does not directly pass through to you as an investment. You will not receive dividends off S&P 500® Index.

The Rider Charge is equal to 1.25% multiplied by this option's account value. The rider charge will be deducted from the vested account value at Policy issue and at the beginning of each index crediting period. There are no rider charges deducted while the option's account value is equal to zero.

- **Two–Year Point-to-Point With A Spread and Participation Rate Indexed Interest Option (Barclays Trailblazer Sectors 5 Index) (BXIITBZ5)**

If you allocate premium to the two–year point-to-point with a spread and participation rate indexed interest option (Barclays Trailblazer Sectors 5 Index), interest is calculated and credited based on the change in value of the Barclays Trailblazer Sectors 5 Index subject to the interest crediting methodology discussed below.

The Barclays Trailblazer Sectors 5 Index aims to select a portfolio of index components that has the potential to maximize potential returns for a given level of risk. More specifically, the index tracks a dynamic notional portfolio selected from a universe of exchange-traded funds (ETFs) that provide exposure to US equity sectors and fixed-income assets (each an index component) and cash, while targeting a volatility of 5%. On a daily basis, a notional financing cost is deducted from each index component and an index fee of 0.85% per annum is deducted from the index. Each US equity sector is represented by an ETF that invests primarily in equity securities of companies in the relevant sector, and the fixed-income assets are represented by three ETFs that invest primarily in high-yield corporate bond securities of US companies, long-duration Treasury bonds issued by the US government or investment-grade mortgage-backed pass-through securities issued and/or guaranteed by US government agencies.

It is important to note the following information with respect to the Barclays Trailblazer Sectors 5 Index:

- The rationale of the index may prove to be unsuccessful.
- The index may not achieve its intended objectives of keeping the target volatility level for the Index approximately equal to 5%.
- The index has limited actual history and may perform in an unanticipated manner.
- As noted above, the daily level of the index reflects the deduction of a fee of 0.85% per annum and a notional financing cost (equal to 3 month USD LIBOR). Because of such fees and costs, the value of the index will be less than the value of a hypothetical, identically constituted portfolio from which no such fees or costs are deducted.

- The index may at any time be invested in only one or a small number of index components, which produce lower returns than an investment in a more diversified pool of assets.
- Any exposure to cash in the portfolio will earn no return. In addition, if the volatility control mechanism causes exposure to the index portfolio to be less than 100%, the difference will be uninvested and will earn no return.
- The performance of the index will be subject to risks associated with investments in ETFs and with investments in the US sectors and fixed- income assets that are represented by the components of the index at any given time.

As with all the interest options, you decide how to allocate your premium. If you elect to allocate your premium to this option or any other indexed interest option, keep in mind that your premium is never invested directly in the external index. Linking your premiums to an external index only means that the underlying index will be used to determine your credited interest, if any. The investment performance of the Barclays Trailblazer Sectors 5 Index does not directly pass through to you as an investment. You will not receive dividends off the Barclays Trailblazer Sectors 5 Index.

Any index interest credits for this option are calculated and credited only on an index crediting date by using a formula that takes into account the beginning and ending values of the Barclays Trailblazer Sectors 5 Index for a 2-year index crediting period. The participation rate limits how much of any increase will be used to calculate any index interest credits. The spread rate is the rate which is subtracted from any positive index percentage change prior to applying the participation rate. The participation rate and spread rate are declared prior to each 2-year index crediting period.

We determine the index percentage change by subtracting the index value at the beginning of the 2-year index crediting period from the index value at the end of the 2-year index crediting period and then divide that value by the index value at the beginning of the 2-year index crediting period, minus any applicable spread rate, multiplied by the participation rate. The participation rate for any 2- year index crediting period will never be less than 100.00% for this option. The maximum spread is 5% over 2 years for this option.

If the index percentage change is zero or negative, no index interest is added. If the index percentage change is positive, this percentage is multiplied by the option's account value to determine the index interest credits. The index interest credits pursuant to this option will never be less than zero.

- **Two–Year Point-to-Point With A Spread and Participation Rate Indexed Interest Option with Rider Charge (Barclays Trailblazer Sectors 5 Index) (BXIITBZ5)**

If you allocate premium to the two–year point-to-point with a spread and participation rate indexed interest option (Barclays Trailblazer Sectors 5 Index), interest is calculated and credited based on the change in value of the Barclays Trailblazer Sectors 5 Index subject to the interest crediting methodology discussed below.

The Barclays Trailblazer Sectors 5 Index aims to select a portfolio of index components that has the potential to maximize potential returns for a given level of risk. More specifically, the index tracks a dynamic notional portfolio selected from a universe of exchange-traded funds (ETFs) that provide exposure to US equity sectors and fixed-income assets (each an index component) and cash, while targeting a volatility of 5%. On a daily basis, a notional financing cost is deducted from each index component and an index fee of 0.85% per annum is deducted from the index. Each US equity sector is represented by an ETF that invests primarily in equity securities of companies in the relevant sector, and the fixed-income assets are represented by three ETFs that invest primarily in high-yield corporate bond securities of US companies, long-duration

Treasury bonds issued by the US government or investment-grade mortgage-backed pass-through securities issued and/or guaranteed by US government agencies.

It is important to note the following information with respect to the Barclays Trailblazer Sectors 5 Index:

- The rationale of the index may prove to be unsuccessful.
- The index may not achieve its intended objectives of keeping the target volatility level for the Index approximately equal to 5%.
- The index has limited actual history and may perform in an unanticipated manner.
- As noted above, the daily level of the index reflects the deduction of a fee of 0.85% per annum and a notional financing cost (equal to 3 month USD LIBOR). Because of such fees and costs, the value of the index will be less than the value of a hypothetical, identically constituted portfolio from which no such fees or costs are deducted.
- The index may at any time be invested in only one or a small number of index components, which produce lower returns than an investment in a more diversified pool of assets.
- Any exposure to cash in the portfolio will earn no return. In addition, if the volatility control mechanism causes exposure to the index portfolio to be less than 100%, the difference will be uninvested and will earn no return.
- The performance of the index will be subject to risks associated with investments in ETFs and with investments in the US sectors and fixed- income assets that are represented by the components of the index at any given time.

As with all the interest options, you decide how to allocate your premium. If you elect to allocate your premium to this option or any other indexed interest option, keep in mind that your premium is never invested directly in the external index. Linking your premiums to an external index only means that the underlying index will be used to determine your credited interest, if any. The investment performance of the Barclays Trailblazer Sectors 5 Index does not directly pass through to you as an investment. You will not receive dividends off the Barclays Trailblazer Sectors 5 Index.

Any index interest credits for this option are calculated and credited only on an index crediting date by using a formula that takes into account the beginning and ending values of the Barclays Trailblazer Sectors 5 Index for a 2-year index crediting period. The participation rate limits how much of any increase will be used to calculate any index interest credits. The spread rate is the rate which is subtracted from any positive index percentage change prior to applying the participation rate. The participation rate and spread rate are declared prior to each 2-year index crediting period.

We determine the index percentage change by subtracting the index value at the beginning of the 2-year index crediting period from the index value at the end of the 2-year index crediting period and then divide that value by the index value at the beginning of the 2-year index crediting period, minus any applicable spread rate, multiplied by the participation rate. The participation rate for any 2- year index crediting period will never be less than 100.00% for this option. The maximum spread is 5% over 2 years for this option.

If the index percentage change is zero or negative, no index interest is added. If the index percentage change is positive, this percentage is multiplied by the option's account value to determine the index interest credits. The index interest credits pursuant to this option will never be less than zero.

The Rider Charge is equal to 1.25% multiplied by this option's account value. The rider charge will be deducted from the vested account value at Policy issue and at the beginning of each index crediting period. There are no rider charges deducted while the option's account value is equal to zero.

Does my Policy have a vesting premium bonus?

Yes. The vesting premium bonus is included with your annuity policy. Bonus annuities may include higher surrender charges, longer surrender periods, lower caps, higher spreads, or other restrictions that are not included in similar annuities that don't offer a bonus.

Here is how the vesting bonus works. You will receive a premium bonus of 5% (for issue ages 0-75) or 3.25% (for issue ages 76+) of your premiums paid in the first Policy year only, which is subject to the premium bonus vesting schedule in this section.

For the following states, the vesting bonus works with alternate rates: California, Delaware, Florida (issue ages 65-85), Massachusetts, New Jersey, Nevada, Ohio, Oklahoma, South Carolina, Texas and Utah. For these states, you will receive a premium bonus of 3% (for issue ages 0-75) or 2.25% (for issue ages 76+) of your premiums paid in the first Policy year only, which is subject to the following premium bonus vesting schedule.

End of Policy Year	1	2	3	4	5	6	7	8	9	10
Percentage	10%	20%	30%	40%	50%	60%	70%	80%	90%	100%

The premium bonus vesting schedule is the number of years over which the premium bonus and any interest thereon vests and the percentage of the premium bonus and interest thereon that vests on Policy anniversaries each year during that period. Once any portion of the premium bonus and any interest credited thereon vests, it becomes part of the vested account value available for surrender or withdrawal. Any unvested premium bonus and any interest thereon are not available for surrender or withdrawal and is not part of the surrender value (explained below).

Do I have access to my Policy value before the Maturity Date (the date the Policy starts annuity payments)?

Yes, the Accelerator Plus 10 provides access to the value of your Policy in several ways. However, any values accessed during the first 10 Policy years may also be subject to a surrender charge, a Market Value Adjustment, and the premium bonus vesting schedule.

- **Penalty Free Withdrawal**

Surrender charges and Market Value Adjustments will not apply to any penalty free withdrawal amounts, which include required minimum distributions, or any payments received under the Terminal Illness Rider, Nursing Home Rider and Home Health Care Rider (described below). Withdrawals from your annuity may be taxable and may result in a tax penalty for those under the age 59 ½. Please consult with a tax advisor prior to utilizing these provisions.

In the first Policy year, all withdrawals will be subject to a surrender charge and Market Value Adjustment. After the first Policy year, and prior to the end of the tenth Policy year, up to 10% of the vested account value, as of the prior Policy anniversary less any penalty free withdrawals taken during the current Policy year, is available without a surrender charge and Market Value Adjustment. If you withdraw less than the penalty free withdrawal amount in any Policy year, your penalty free withdrawal amount in future Policy years will not be increased. No surrender charges or Market Value Adjustments will apply after the end of the 10th Policy year.

Any required minimum distribution under the Internal Revenue Code attributable to your Policy is part of and is not in addition to the penalty free withdrawal amount. Please refer to the IRA Disclosure Statement for additional information.

Penalty free withdrawal benefits under the Terminal Illness Rider

If you (as owner) meet all the conditions stated below and you become Terminally Ill (the owner has an illness or physical condition that results in having a life expectancy of 12 months or less), you may withdraw all or part of your vested account value without application of a surrender charge and Market Value Adjustment. If on full surrender, the minimum guaranteed surrender value is greater than the vested account value, the minimum guaranteed surrender value will be paid.

You qualify for this benefit if:

- 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 must 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.

There is no additional charge for this benefit.

Penalty free withdrawal benefits under the Nursing Home Rider

If you (as owner) meet all the conditions stated below and you become confined to a Nursing Home (a state-licensed, nursing long-term care facility that provides skilled, continuous nursing care or services under the supervision of a licensed nurse or physician), you may withdraw all or part of your vested account value without application of a surrender charge and Market Value Adjustment. If on full surrender, the minimum guaranteed surrender value is greater than the vested account value, the minimum guaranteed surrender value will be paid.

You qualify for this benefit if:

- Confinement to such Nursing Home first begins at least 1 year after the Policy's date of issue;
- Confinement has continued for at least 60 consecutive days;
- The surrender/withdrawal is made while you are confined; and
- Written proof of confinement is received at our home office.

There is no additional charge for this benefit. The Nursing Home Rider is not available in Massachusetts.

Penalty free withdrawal benefits under the Home Health Care Rider

If any annuitant meets all the conditions stated herein and a Physician certifies that he/she has an Impairment (cannot perform without the physical assistance of another person; or the presence of another person within arm's reach to prevent, by physical intervention, injury to the annuitant while performing at least 2 out of 6 Activities of Daily Living as defined herein) that requires need for Home Health Care Services (defined below), you may withdraw all or part of your vested account value without application of a surrender charge and Market Value Adjustment. If on full surrender, the minimum guaranteed surrender value is greater than the vested account value, the minimum guaranteed surrender value will be paid.

The 6 Activities of Daily Living are:

- 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.

Home Health Care Services means nursing care received in the annuitant's 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 at least 2 of the 6 Activities of Daily Living.

The annuitant qualifies for the benefit if:

- Home HealthCare Services begin at least 1 year after the Policy date of issue;
- Impairment in at least 2 of the 6 Activities of Daily Living has continued for at least 60 consecutive days;
- The surrender/withdrawal is made while the annuitant is receiving Home Health Care Services;
- Satisfactory written proof is received, at our Home Office, that the annuitant is unable to perform, at least 2 of the 6 Activities of Daily Living and that the annuitant's impairment requires the need for Home Health Care Services; and
- Impairment is expected to last 90 days from the date of request.

There is no additional charge for this benefit. Home Health Care rider is not available in Florida and Massachusetts.

What is the death benefit?

If the owner dies before the Maturity Date, the ownership of the Policy passes to the person(s) living in the order as follows:

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

If a spousal continuation does not apply or is not invoked, the Policy must be fully surrendered and receive a distribution of the entire proceeds within 5 years of the owner's death except that a non-spouse may elect to begin receiving payments with respect to his or her proportionate share within 1 year from the date of the death provided such payments are distributed over the life or a period not to exceed the life expectancy of such person. No surrender charge and Market Value Adjustment will be deducted and the vesting bonus will fully vest. The surrender value will equal the total account value. If the minimum guaranteed surrender value is greater than the total account value, the minimum guaranteed surrender value will be paid.

A partial index interest credit, if any, will be calculated and credited under applicable indexed interest crediting options as if the date of death was on an index crediting date. After performing such calculation and crediting any applicable index interest credits, all index interest crediting will stop, and the fixed interest option rate will apply until the date of full surrender.

If the spouse of the first owner to die elects to continue the Policy, surrender charges, Market Value Adjustment, and premium bonus vesting schedule will continue to apply. Additionally, no partial index interest credit calculation will occur.

What happens on the Policy's Maturity Date?

On the Policy's Maturity Date, you will receive the entire value of your Policy in the form of annuity payments. There are a number of payout options from which to select. Regardless of the payout option selected, once the amount of the payments is determined, your payments are guaranteed and can never be changed. You should review the available payout options with your tax advisor to select the most appropriate one based on your financial situation.

What if I decide to surrender (cancel) my Policy prior to the Maturity Date?

Prior to the Maturity Date, you may decide to surrender your Policy. If you elect to do this, the Company will pay you the Policy's surrender value. The surrender value is equal to the greater of the following values:

- The vested account value, less any applicable surrender charges, plus/minus any applicable Market Value Adjustment; or
- The total minimum guaranteed surrender value.

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

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

- 87.5% of the premiums; plus

- Interest credited daily at the MGSV Accumulation Interest Rate; less
- Any amounts previously surrendered from the minimum guaranteed surrender value accumulated at the MGSV Accumulation Interest Rate.

The MGSV Accumulation Interest Rate is a rate between 1% and 3%, which is shown on your Policy Information page and is guaranteed for the life of the Policy.

What is a surrender charge?

A surrender charge is the cost you incur if the Policy is surrendered or if any amount withdrawn exceeds the penalty free withdrawal amount during the period the surrender charge schedule is in effect. The surrender charge on these amounts is applied at the time of the surrender or withdrawal. Any amount withdrawn above the penalty free withdrawal amount will be multiplied by the applicable percentages below, which determines the amount of the surrender charge.

Surrender Charge Schedule

Policy Year	1	2	3	4	5	6	7	8	9	10	11+
Percentage	14%	13%	12%	11%	10%	8%	6%	4%	2%	1%	0%

The following states follow an alternate surrender charge schedule: California, Delaware, Florida (issue ages 65-85), Massachusetts, New Jersey, Nevada, Ohio, Oklahoma, South Carolina, Texas and Utah. For these states, the surrender charge schedule is: 9%, 9%, 8%, 7%, 6%, 5%, 4%, 3%, 2%, 1%, 0%.

For Florida and Texas, surrender charges are waived for annuitization. Surrender charges are assessed for full surrenders

<u>If you surrender the Policy before the end of the 10th Policy year, you may receive less than your premium.</u>

The following chart shows hypothetical surrender charges to demonstrate sample surrender charges.

Policy Year	Hypothetical Vested Account Value	Penalty Free Withdrawal	Surrender Charge Percentage*	Surrender Charge	(1) Vested Account Value less Surrender Charge	(2) Minimum Guaranteed Surrender Value	Surrender Value = Greater of (1) and (2)**
1	100,000	0	14%	14,000	86,000	87,500	87,500
5	104,000	10,400	10%	9,360	94,640	91,053	94,640
10	110,000	11,000	1%	990	109,010	95,697	109,010
20	150,000	150,000	0%	0	150,000	105,710	150,000

*Surrender Charge Percentages are based on a hypothetical Surrender Charge Schedule. Refer to your policy for the surrender charge percentage applicable each policy year.
**The Surrender Value in this example does not account for any applicable Market Value Adjustment. Application of a Market Value Adjustment may increase or decrease the Surrender Value. Refer to your policy for Market Value Adjustment details.

What is a Market Value Adjustment?

A Market Value Adjustment (MVA) is an adjustment made during the time the surrender charge schedule is in effect. The MVA is applied to the portion of the vested account value withdrawn or applied to an annuity option that exceeds the penalty free withdrawal amount. The MVA is in addition to the applicable surrender charge amount. The MVA may increase or decrease the amount of the withdrawal or the surrender value depending on the change in interest rates since you purchased your annuity. Generally, if interest rates have risen since you purchased your annuity, the MVA will decrease your surrender value; and 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 which 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.

The MVA is based on a formula that takes into account changes in yields of the U.S. Treasury Constant Maturity Series between the date of Policy issue and the date of the withdrawal. We multiply the amount of the vested account value withdrawn or applied to an annuity option 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 (10 year maturity) published by the Federal Reserve;
* A is the index rate determined as of the Policy date of issue;
* B is the index rate determined as of the date we process the surrender or annuitization request; and
* N is the number of months remaining to the end of the surrender charge schedule, rounded up to the next higher number of months.

The net total of all MVA and Surrender charges will not reduce the surrender value to an amount which is less than the minimum guaranteed surrender value. A positive MVA will decrease the surrender value, and a negative MVA will increase the surrender value.

For Policies issued in Delaware and Ohio, the MVA, positive or negative, 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.

In the state of Ohio, the .0025 factor in the MVA Formula in the above example does not apply.

The following are examples of both a negative and a positive Market Value Adjustment:

Example A - Treasury Constant Maturity (TCM) Rate Decreases from 3.00% to 2.00%

TCM rate at Issue (A)	3.00%
Premium	$100,000.00
Surrender charge period (months)	120
TCM rate at surrender (B)	2.00%
Number of months remaining (N)	96
Vested account value surrendered	$110,000.00
Free withdrawal allowed	$11,000.00
Surrender amount subject to charges	$99,000.00
Surrender charge percentage	12.00%
Surrender charge	$11,880.00
MVA Percentage $1-[(1+A)/(1+B+.0025)]^{N/12}$	-6.02%
Amount Subject to MVA	$99,000.00
Market Value Adjustment	-$5,960.64
Vested account value surrendered	$110,000.00
Surrender charge	$11,880.00
Market Value Adjustment	-$5,960.64
Surrender Value	**$104,080.64**

Example B - Treasury Constant Maturity (TCM) Increases from 3.00% to 4.00%

TCM rate at Issue (A)	3.00%
Premium	$100,000.00
Surrender charge period (months)	120
TCM rate at surrender (B)	4.00%
Number of months remaining (N)	96
Vested account value surrendered	$110,000.00
Free withdrawal allowed	$11,000.00
Surrender amount subject to charges	$99,000.00
Surrender charge percentage	12.00%
Surrender charge	$11,880.00
MVA percentage $1-[(1+A)/(1+B+.0025)]^{N/12}$	9.20%
Market Value Adjustment	$9,107.29
Vested account value surrendered	$110,000.00
Surrender charge	$11,880.00
MVA	$9,107.29
Surrender Value	**$89,012.71**

Do I have an Enhanced Guaranteed Minimum Withdrawal Benefit (EGMWB) Rider?

Yes. Your annuity policy automatically includes for an additional charge the EGMWB rider.

Under the EGMWB Rider, the owner and annuitant must be the same unless the owner is a non-natural person. Additionally, joint annuitants must be spouses. No annuitant may be changed or added after the Withdrawal Period (described below) begins. If the owner is a non-natural person, no annuitant may be changed except as provided under the spousal continuation provisions.

Subject to certain limitations and conditions, the EGMWB Rider provides you with the ability to receive guaranteed withdrawal benefits for your life (or the lives of you and your spouse) or where the owner is a non-natural person, the life of the annuitant (or joint annuitant). This benefit is called the Guaranteed Withdrawal Payment.

How much does the EGMWB Rider cost?

The charge for the EGMWB Rider is 0.90% of the Income Base (described below) deducted from the account value on each Policy anniversary.

What are the two periods under the EGMWB Rider?

The two periods under the EGMWB Rider are:

- **Accumulation Period**

The Accumulation Period is the period of time between the rider's effective date and the start of the withdrawal benefits.

During the Accumulation Period, you may elect to start receiving Rider Withdrawal Payments (the amount you elect to withdraw in a Policy year) at any time after first Policy year provided the annuitant has attained age 50 (younger annuitant in the case of joint annuitants).

If during the Accumulation Period, your vested account value is depleted to zero due to a withdrawal, the Policy will terminate.

- **Withdrawal Period**

The Withdrawal Period occurs when you are taking Enhanced Guaranteed Withdrawal Payments (described below). The Guaranteed Withdrawal Payments are the maximum amounts that can be withdrawn each year without negatively affecting your Income Base. If during the Withdrawal Period an Excess Withdrawal (explained below) reduces your vested account value to zero, the Policy will terminate.

No additional premium will be accepted after the Withdrawal Period commences.

What is the Income Base?

The Income Base is the value used to determine the Guaranteed Withdrawal Payment and the EGMWB Rider charge. The Income Base is not part of the Policy's account value and is not used to determine the Policy's surrender value.

The Income Base is not a value that can be surrendered or withdrawn.

How does the value of the Income Base grow?

The Income Base is equal to the greater of:

- Premiums paid in Policy year 1; growing up to the earlier of ten (10) years or age 85 or the Withdrawal Period begins with compound interest at the roll-up rate shown on your Policy Information page; or
- Guaranteed Minimum Withdrawal Performance Value.

The time during which the Income Base grows above is referred to as the "roll-up period", and the rate at which the Income Base grows is referred to as the "Roll-up Rate". The Roll-up Rate for the roll-up period is 5.00%.

What is Guaranteed Minimum Withdrawal Performance Value?

The Guaranteed Minimum Withdrawal Performance Value is the lesser of

- The Premium Factor shown on your Policy Information page multiplied by premiums paid in Policy year 1; and
- Total account value less premiums received after Policy year 1, increased by the Performance Multiplier.

Performance Multiplier is equal to the Performance Factor for Policy year 1, and increases by an amount equal to the Performance Factor each year during the roll-up period of ten (10) years, up to age 85 or until the Withdrawal Period.

What is Step-up?

Step-up occurs when the Income Base is increased to the vested account value or the Guaranteed Minimum Withdrawal Performance Value. The Step-up is automatic and is available on the day the Withdrawal Period begins and on each Policy anniversary during the Withdrawal Period. At Step-up, the Enhanced Guaranteed Withdrawal Payment is recalculated and equals the stepped-up Income Base multiplied by the Guaranteed Withdrawal Percentage. At the time of Step-up, the Guaranteed Withdrawal Percentage will be based on the annuitant's age (younger annuitant in the case of joint annuitants) at the time of Step-up.

It is important to note that the Income Base will be reduced proportionally for the gross amount of the withdrawals of any type during the Accumulation Period. In the Withdrawal Period, the Income Base is only reduced by Excess Withdrawals as explained below.

How is the Income Base reduced for withdrawals?

The Income Base during the Accumulation Period will be reduced proportionately for any withdrawals. The Income Base after a withdrawal will equal the Income Base prior to the withdrawal multiplied by the partial withdrawal adjustment. The partial withdrawal adjustment equals the ratio of the vested account value immediately after the partial withdrawal to the vested account value immediately before the partial withdrawal. If during the Accumulation Period the vested account value equals zero, the Income Base will also equal zero, and the Policy will terminate.

The Income Base and Enhanced Guaranteed Withdrawal Payments will be reduced by Excess Withdrawals (explained below) in the Withdrawal Period. If during the Withdrawal Period the vested account value is reduced to zero due to an Excess Withdrawal, the Enhanced Guaranteed Withdrawal Payments will also be reduced to zero and the Policy will terminate.

How is the Guaranteed Withdrawal Payment calculated?

At the beginning of the Withdrawal Period, the Guaranteed Withdrawal Payment is equal to the applicable (single withdrawal payments or joint withdrawal payments) Guaranteed Withdrawal Percentage multiplied by the Income Base. The applicable Guaranteed Withdrawal Percentages are shown in the table below. Withdrawal Payments may be stopped and then restarted again at any time during the Withdrawal Period. Stopping Withdrawal Payments, however, does not restart the Accumulation Period. Any unused portion of the Guaranteed Withdrawal Payment amount in a Policy year cannot be carried over to any subsequent Policy year.

The Guaranteed Withdrawal Payment is guaranteed to be paid for the applicable lifetime(s) provided no Excess Withdrawal is taken and a life only annuity payout option is elected at maturity.

<u>It is important to note that Excess Withdrawals in the Withdrawal Period will reduce the Guaranteed Withdrawal Payment. It is also important to note Guaranteed Withdrawal Payments may be subject to surrender charges and any applicable Market Value Adjustment.</u>

What are the Guaranteed Withdrawal Percentages?

Guaranteed Withdrawal Percentages:

Annuitant's Attained Age (Younger Annuitant if Joint Annuitants)	**Payout Percentage SINGLE Annuitant**	**Payout Percentage JOINT Annuitant**
50-54	3.50%	3.00%
55-59	4.00%	3.00%
60-64	4.50%	4.00%
65-69	5.00%	4.00%
70-74	5.50%	5.00%
75-79	6.00%	5.00%
80-84	6.50%	6.00%
85+	7.00%	6.00%

Will my Guaranteed Withdrawal Payment ever increase after it is established?

The Guaranteed Withdrawal Payment will never increase after it is established, unless there is a Step-up. If there is a Step-up, the Guaranteed Withdrawal Payment is recalculated and equals the stepped-up Income Base multiplied by the Guaranteed Withdrawal Percentage based on the annuitant's age (younger annuitant in the case of joint annuitants) at the time of the Step-up.

Will my Guaranteed Withdrawal Payment ever decrease after it is established?

Yes, if an Excess Withdrawal is taken.

What is an Excess Withdrawal and what happens if I take an Excess Withdrawal?

During the Withdrawal Period, an Excess Withdrawal is any amount withdrawn over the Enhanced Guaranteed Withdrawal Payment available for that Policy year.

The Income Base and the Enhanced Guaranteed Withdrawal Payment are reduced due to Excess Withdrawals. The reduced Enhanced Guaranteed Withdrawal Payment will equal the Enhanced Guaranteed Withdrawal Payment prior to the Excess Withdrawal multiplied by the difference of one and the reduction percentage. The reduction percentage equals the ratio of the Excess Withdrawal to the vested account value before the Excess Withdrawal

If an Excess Withdrawal reduces the vested account value to zero, the Enhanced Guaranteed Withdrawal Payments and the Income Base will also be reduced to zero and the Policy will terminate.

Examples of Excess Withdrawals:

Year	Vested Account Value before Withdrawals	Annual Guaranteed Withdrawal Payment before Excess Withdrawal	Excess Withdrawal*	Annual Guaranteed Withdrawal Payment after Excess Withdrawal
5	120,000	7,500	10,000	6,833
10	89,000	7,500	10,000	6,580
20	20,000	7,500	10,000	1,500

*Excess Withdrawal is in addition to the annual Guaranteed Withdrawal Payment.

This table demonstrates the impact of an Excess Withdrawal on the Guaranteed Withdrawal Payment. When an Excess Withdrawal is taken, the Guaranteed Withdrawal Payment amount is reduced in the same proportion that the vested Account Value immediately prior to the Excess Withdrawal is reduced.

See your Policy for specific terms. This example is not intended to reflect the exact values of any one policy; rather, it is only intended to demonstrate how Excess Withdrawals can impact future income.

What is the Enhanced Benefit (Enhanced Guaranteed Withdrawal Payment)?

You qualify for the Enhanced Benefit if:

- Impairment (related to the Activities of Daily Living below) begins at least one (1) year after the Policy date of issue;
- The EGMWB Rider has been in force for three (3) years and the annuitant has attained age 60;
- No premiums may have been paid into the Policy for at least three (3) years prior to the request for the Enhanced Benefit;
- The annuitant is a U.S. resident on the date we approve the benefit;
- Satisfactory written proof is received, at our home office, that the annuitant is unable to perform, at least two (2) of the six (6) Activities of Daily Living and that the annuitant's impairment requires an appropriately licensed professional to provide care related to the Impairment;
- And the situation is expected to be permanent.

If you are receiving Guaranteed Withdrawal Payments, upon meeting the eligibility criteria of the Enhanced

Benefit, your payment amounts will change to the Enhanced Guaranteed Withdrawal Payment. The Enhanced Guaranteed Withdrawal Payment is calculated by multiplying the Guaranteed Withdrawal Payment by 2 for single annuitant policies and by 1.5 for joint annuitant policies. We will require a written request for the Enhanced Benefit. A written request for the Enhanced Benefit must be accompanied by documentation from the annuitant's attending physician providing sufficient detail as to the annuitant's impairment.

We reserve the right to request documentation, at least annually, from the annuitant's attending physician of the annuitant's continued inability to perform two (2) of six (6) Activities of Daily Living, which are defined next.

Activities of Daily Living:

- Bathing: washing oneself by sponge bath or in either a tub or a 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 and bladder function or, when not able to maintain control of bowel or bladder function, ability to perform related personal hygiene (including caring for catheter of colostomy bag);
- Eating; feeding oneself by getting food into the body from a receptacle (such as cup, plate, or table) or by feeding tube or intravenously.

Can my spouse continue this rider?

If the surviving spouse of the deceased owner (or the deceased annuitant if the owner is a non-natural person) becomes the sole owner and the sole annuitant and elects to continue the Policy, the following will apply:

- If the Policy is in the Accumulation Period on the date of the original owner's death, the rider will continue if the original owner's spouse continues the Policy. If the Policy then enters the Withdrawal Period, the Guaranteed Withdrawal Payments will be based on the life of the surviving spouse.

- If the rider is in the Withdrawal Period at or prior to the time of the spousal continuation, the surviving spouse will continue to receive Guaranteed Withdrawal Payments if they were based, in part, on the life of the surviving spouse. If the Withdrawal Payments were based solely on the life of the deceased spouse then the rider will terminate and the base annuity Death Benefit provision will apply.

Spousal continuation can only apply once. It cannot apply a second time if the surviving spouse continues the Policy, remarries and then dies.

Can I terminate the EGMWB Rider?

You may only terminate the EGMWB Rider after it has been in effect for at least 10 years. If you terminate it, the rider charges will cease.

The EGMWB Rider will terminate on the earliest of:

- Policy termination;
- Your request if made after the EGMWB Rider has been in force at least10 years;
- Annuitization;
- Receipt of due proof of death of the first owner to die (or death of the annuitant if a non-natural; person owner) except as provided under spousal continuation; or
- Transfer of ownership.

Are there any tax consequences if I take withdrawals from my Policy?

Income tax on interest credited to an annuity is deferred until withdrawals are taken. When you surrender, take a withdrawal from your Policy, or take an Enhanced Guaranteed Withdrawal Payment, if applicable, from your Policy, you may be subject to federal and state income tax on a portion or the entire amount withdrawn. In addition to income tax, you may be subject to a 10% federal penalty tax before age 59 ½. When annuity payments are elected, a portion of each payment will be taxable and a portion will be treated as a non-taxable return of the Policy's cost basis. Distributions from a qualified annuity (e.g. IRA, 401(k), etc.) may also be taxable. You should consult with a tax advisor or attorney regarding the applicability of this information to your own situation.

How is the insurance producer compensated?

The insurance producer earns a commission from the Company for each Policy sold. In addition to the commission paid to the insurance producer, override commissions or compensation will also be paid to agencies and/or independent marketing organizations (IMOs), which assist in the recruiting and training of selling producers. All commission or compensation will be paid by the Company, agency and/or IMO and will not be deducted from the premium paid for the Policy. In addition to such compensation and commissions, the Company, agency and/or IMO may provide education, training or other services including but not limited to meals and entertainment events, as non-cash compensation to the insurance producer. The Company may also provide the same to the agency or IMO. Additionally, if your agent meets certain sales production goals, your agent may qualify to participate in a deferred compensation or retirement saving program as well as receive errors and omission coverage through the Company. In the event certain sales volumes levels are met, insurance producers will receive additional compensation, as well as non-cash compensation including but not limited to prizes, trips and entertainment events from the Company, agency and/or IMO as a reward for achieving those sales volumes. If an agency or IMO meets certain sales production goals, it may receive additional compensation from the Company. In in the event certain sales volumes levels are met, agencies or IMOs will receive additional non-cash compensation including but not limited to prizes, trips and entertainment events from the Company as a reward for achieving those sales volumes. Commissions and other compensation items impact pricing, including interest rates, cap rates and premium bonuses and may place limitations on access to your funds, such as surrender charges (including the premium bonus vesting schedule, if applicable).

What other important information should I know about my Policy?

- The guarantees provided by annuities are subject to the stability and claims paying ability of Fidelity & Guaranty Life Insurance Company and are NOT FDIC insured, are subject to investment risks, including interest-rate risk, and may experience loss of principal.
- If this annuity is being purchased to replace an existing life insurance policy or annuity policy, you should compare the two products carefully. You should consider any surrender charges and/or market value adjustments and/or premium bonus vesting schedules or recapture charges that may be incurred on the surrender of the existing Policy.
- Tax-deferral offers no additional value if the annuity is used to fund a qualified plan, such as an IRA or 401k and may not be available if the owner of the annuity is not a natural person such as a corporation or certain types of trusts.
- It is within the Company's sole discretion to set the interest rates, cap rates, spread rates and participation rates for this annuity, subject to any minimum or maximum guarantees contained in the Policy.
- This product is offered on a group or individual basis as determined by state approval.
- For group Policies, terms and conditions are set forth in the group certificate and master Policy and are subject to the laws of the state in which they were issued.
- Withdrawals in excess of the penalty free withdrawal amount may be subject to surrender charges and Market Value Adjustments.
- Past performance of a market index is not an indication of future performance.
- The Company's insurance producer may not make any statements that differ from what is stated in this disclosure form or the applicable product brochure. No promises or assurances have been made about the future values of any non-guaranteed elements of the annuity.
- This Policy may be returned within the free look period (of no less than 10 days after you receive it) for an unconditional refund if you are dissatisfied with the Policy for any reason.

TERMS OF YOUR ANNUITY POLICY

- **Premium Bonus:** **Your annuity will receive a vesting premium bonus. The premium bonus is described in your Policy and summarized above under the heading "Does my Policy have a vesting premium bonus?"**
- **Minimum Annual Interest Rate:** **For the fixed interest option, the interest rate can change each year and is guaranteed never to be less than 1.00%.**
- **Surrender Charge:** **Your annuity is subject to a surrender charge during the first 10 Policy years. A surrender charge is the cost you incur on an amount surrendered or withdrawn that exceeds the penalty free withdrawal amount available under your annuity. The surrender charge is described in your annuity and summarized above under the heading "What if I decide to surrender (cancel) my Policy?" The surrender charge is applied at the time of the surrender or withdrawal and is calculated by multiplying the applicable percentage shown in the table in the surrender charge section by the amount withdrawn in excess of the penalty free withdrawal amount.**
- **Market Value Adjustment:** **Your annuity is subject to a Market Value Adjustment during the first 10 Policy years. The Market Value Adjustment is applied on an amount surrendered or withdrawn that exceeds the penalty free withdrawal amount. The Market Value Adjustment is described in your annuity and summarized above under the heading "What is a Market Value Adjustment?" The Market Value Adjustment may be positive or negative.**

Disclosures:

The "S&P 500 Index" is a product of S&P Dow Jones Indices LLC, a division of S&P Global, or its affiliates ("SPDJI") and has been licensed for use by Fidelity & Guaranty Life Insurance Company. Standard & Poor's® and S&P® are registered trademarks of Standard & Poor's Financial Services LLC, a division of S&P Global ("S&P"); Dow Jones® is a registered trademark of Dow Jones Trademark Holdings LLC ("Dow Jones"); These trademarks have been licensed for use by SPDJI and sublicensed for certain purposes by Fidelity & Guaranty Life Insurance Company. These Annuity products are not sponsored, endorsed, sold or promoted by SPDJI, Dow Jones, S&P, their respective affiliates, and none of such parties make any representation regarding the advisability of investing in such product(s) nor do they have any liability for any errors, omissions, or interruptions of the S&P 500 Index.

Barclays Bank PLC and its affiliates ("Barclays") is not the issuer or producer of Fixed Indexed Annuities and Barclays has no responsibilities, obligations or duties to contract owners of Fixed Indexed Annuities. The Index is a trademark owned by Barclays Bank PLC and licensed for use by Fidelity & Guaranty Life Insurance Company as the Issuer of Fixed Indexed Annuities. While Fidelity & Guaranty Life Insurance Company as Issuer of Fixed Indexed Annuities may for itself execute transaction(s) with Barclays in or relating to the Index in connection with Fixed Indexed Annuities. Contract owners acquire Fixed Indexed Annuities from Fidelity & Guaranty Life Insurance Company and contract owners neither acquire any interest in Index nor enter into any relationship of any kind whatsoever with Barclays upon making an investment in Fixed Indexed Annuities. The Fixed Indexed Annuities are not sponsored, endorsed, sold or promoted by Barclays and Barclays makes no representation regarding the advisability of the Fixed Indexed Annuities or use of the Index or any data included therein. Barclays shall not be liable in any way to the Issuer, contract owners or to other third parties in respect of the use or accuracy of the Index or any data included therein.

Volatility control seeks to provide smoother returns and mitigate sharp market fluctuations. While this type of strategy can lessen the impact of market downturns, it can also lessen the impact of market upturns, potentially limiting upside potential.

Applicant Acknowledgement Form Instructions:

Please complete both Acknowledgements attached.

The entire Statement of Understanding and one copy of the Acknowledgement are to be retained by the Applicant.

The second copy of the Acknowledgement is to be sent with the application.

Accelerator Plus 10–Statement of Understanding

INSURER: FIDELITY & GUARANTY LIFE INSURANCE COMPANY

Applicant Acknowledgement

By signing below, I acknowledge that I have read, or have been read this disclosure form and understand its contents. I have also received and reviewed the information contained in the Accelerator Plus product brochure, and product, rider and strategy inserts. I further understand that I have applied for a Flexible Premium Fixed Indexed Deferred Annuity. In doing so, I have discussed my financial status, tax status, current insurance products and investments (including my financial objectives) with my agent and believe this annuity will assist me in meeting my current financial needs and objectives. I also confirm that I have not been diagnosed with a Terminal Illness.

PLEASE CHECK TO INDICATE one of these 2 statements:

☐ I currently reside in a nursing home facility or ☐ I currently DO NOT reside in a nursing home facility

Owner(s)/Applicant(s) Name (Please print)____

Owner(s)/Applicant(s) Signature(s)____

Date_________________________________

Joint Owner(s)/Applicant(s) Name (Please print)__________________________________

Joint Owner(s)/Applicant(s) Signature(s)____

Date_________________________________

Producer Confirmation

By signing below, I acknowledge that I have reviewed this disclosure form and the Accelerator Plus product brochure, and product, rider and strategy inserts with the applicant. I certify that a copy of this disclosure form, the Accelerator Plus product brochure, the Buyer's Guide (and the Supplement-to-Buyer's Guide for VT only), as well as any advertisements, all of which were approved by the Company, used in connection with the sale of this annuity, have been provided to the applicant. I have not made any statements that differ from what is stated in this disclosure form or the brochure and no promises or assurances have been made about the future value of any non-guaranteed elements of the annuity. I acknowledge that I have carefully read and have complied with the Accelerator Plus Product Training and understand the indexed annuity features and limitations.

Producer Name (Please print)___________________________ Producer Number__________

Producer Signature__________________________________

Business Address____________________________________ City, State, Zip___________________

Accelerator Plus 10–Statement of Understanding

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Owner(s)/Applicant(s) Name (Please print)____

Owner(s)/Applicant(s) Signature(s)____

Date________________________________

Joint Owner(s)/Applicant(s) Name (Please print)__________________________________

Joint Owner(s)/Applicant(s) Signature(s)_______________________________________

Date________________________________

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Producer Name (Please print)__________________________ Producer Number__________

Producer Signature__________________________________

Business Address____________________________________ City, State, Zip___________________