



Fidelity &
Guaranty Life®

Prosperity Elite® 10

Flexible Premium Fixed Deferred Indexed Annuity
Options for your retirement planning



Prosperity **Elite 10** is a flexible premium fixed deferred indexed annuity

What is that?

Flexible Premium: This means you can make multiple premium payments.

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

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

Indexed: This means that it offers indexed interest crediting options. The indexed interest crediting options will earn interest that depends on how a market index performs. You could earn 0% indexed interest. **You could never be credited less than 0%.**

The annuity does not participate in any stock, bond or equity investments. You aren't buying shares of stock or an index. Dividends paid on the stocks on which the indices are based don't increase your annuity earnings.

Annuity: An annuity is a vehicle to provide payments to the holder at specified intervals, usually following retirement. It is designed to be a long-term retirement tool and not to be used to meet short-term financial goals.

*In this document are important points to think about before you buy the Prosperity **Elite**® 10 annuity from Fidelity & Guaranty Life Insurance Company. Fidelity & Guaranty Life has prepared this summary to help you understand Prosperity **Elite** 10's many options and advantages. Please confirm your understanding by signing the enclosed confirmation statement.*

Product features include:

- ✓ *Minimum guarantees that protect your principal*
- ✓ *Upside interest potential through six indexed-linked interest crediting options*
- ✓ *Downside protection – any indexed-linked interest credited is never taken away, even if the index declines.*
- ✓ *A fixed interest option that provides a certain rate one year at a time.*
- ✓ *Liquidity for life's unexpected events. Surrender charges are waived for home health care needs, unemployment, diagnosis of a terminal illness or nursing home confinement. These riders (addendums to the contract) provide full access to your account value without penalty. (Certain conditions may apply and riders may not be available in all states.)*
- ✓ *The ability to add features that help you build a product solution that meets your individual needs (Additional charges may apply.)*

Guarantees

- ✓ *The Guaranteed Minimum Surrender Value is the minimum you would receive if you surrender your contract. It is meant to provide a known value, a floor, and is required of products of this type. The minimum guaranteed surrender value is 87.5% of your premiums compounding at the Minimum Guaranteed Surrender Value (MGSV) rate, less rider charges if any.* That rate is between 1% and 3%, is set at issue and fixed for the life of the contract.*

*Rider charges from MGSV are not applicable in all states.

How does Prosperity Elite 10 work?

1. HOW WILL THE VALUE OF MY ANNUITY GROW?

Seven Interest Crediting Options That Offer Upside Potential (Subject To Caps/Declared Rate)

Six of the seven interest crediting options in your annuity will earn interest based on formulas linked to changes in an index. These are subject to a limit or cap rate (please see Interest-Crediting Options 1 through 6 in the side box). You choose which Interest-Crediting Options you wish to participate in. Indexed interest, if any, is credited on each indexed crediting option's anniversary (some are annual, some are every two or three years) and, because indexed interest will never be less than 0%, your account value will never decrease due to a declining index.

The **seventh** interest crediting option is the Fixed Interest Option. The initial interest rate is GUARANTEED for one year, and the rate thereafter is declared in advance and guaranteed in one year increments. The rate is guaranteed never to be less than 1% to 3%.

Prosperity Elite offers you the ability to reallocate your account value between these options at the end of each crediting option anniversary. You can also change your allocations for future premium at any time.

Indexed-Linked Interest Crediting Options

- ✓ One-year monthly point-to-point with a cap
- ✓ One-year annual point-to-point with a cap
- ✓ Two-year point-to-point with a cap
- ✓ Three-year point-to-point with a cap
- ✓ One-year monthly average with a cap
- ✓ Point-to-point fixed declared rate on index gain crediting option

Fixed Interest Option

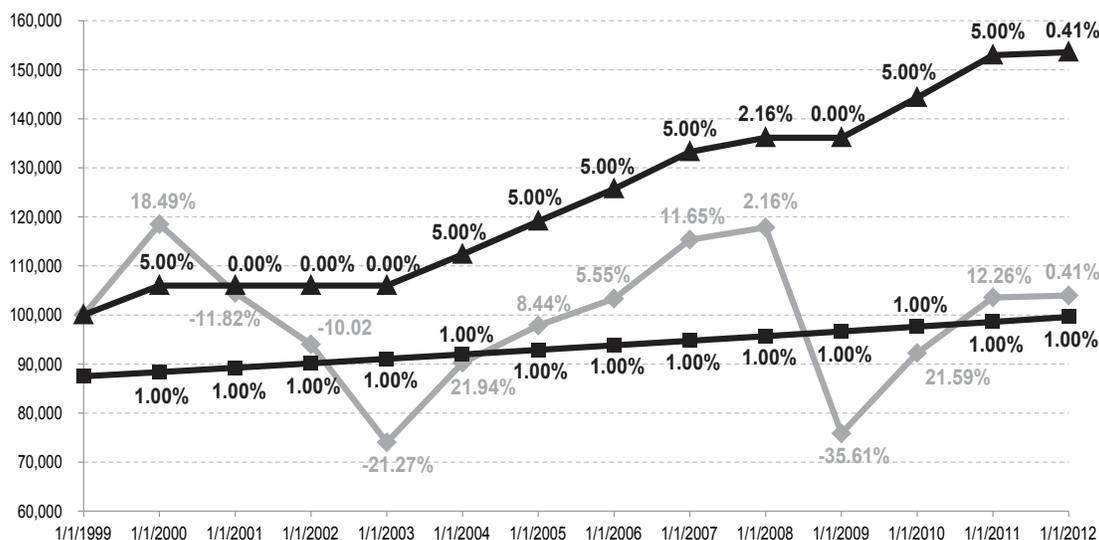
The interest rate your annuity is issued with is guaranteed for one year. After the first contract anniversary, we will declare, on or before each contract anniversary, a new interest rate that is guaranteed for one year.

Indexed-Linked Interest Crediting Options:
minimum caps

Each interest crediting option has minimum caps per year. These are the lowest the rates could be set at each crediting option anniversary.

- ✓ One-year monthly point-to-point with a cap. Minimum cap per year: 1%
- ✓ One-year annual point-to-point with a cap. Minimum cap per year: 3%
- ✓ Two-year point-to-point with a cap. Minimum cap per two year period: 3%
- ✓ Three-year point-to-point with a cap. Minimum cap per three year period: 3%
- ✓ One-year monthly average with a cap. Minimum cap per year: 3%
- ✓ Point-to-point fixed declared rate on index gain crediting option. Minimum declared rate per year: 1%

The following hypothetical example illustrates how the account value of an Prosperity Elite 10 can increase but not decrease in value assuming no withdrawals and no surrender charges. It assumes a \$100,000 premium. The example is not a representation of future performance.



◆ Index growing with annual change in S&P 500 index

■ Account Value

▲ MGSV (before application of Surrender Charges)

Index growing with annual change in S&P 500 Index: 100% of premium reflecting fluctuation in the S&P 500 Index for the dates indicated.
Account Value: 100% of premium accumulating at an indexed interest rate based on an annual point-to-point crediting option with a 5% cap and actual S&P 500 values for the dates indicated.
Minimum Guaranteed Surrender Value: 87.5% of premium accumulating at 1.00%.
Actual guaranteed accumulation rate will be between 1% and 3%.

The S&P 500 Index is an index measuring the performance of selected stocks, excluding dividends; it is not an investment. Whereas investments in stocks underlying the S&P 500 Index can lose value, including principal, the principal value of the annuity is guaranteed.

2. WHAT GUARANTEES ARE INCLUDED IN MY ANNUITY?

87.5% of Your Premium Compounding at a Rate Between 1% and 3% as a Minimum Guaranteed Surrender Value (MGSV)

Your annuity contains a protective floor. The minimum guaranteed surrender value on a full surrender is 87.5% of premium, plus daily interest accruing at the MGSV accumulation interest rate, less rider charges if any.¹ That rate is between 1% and 3%, is set at issue and fixed for the life of the contract. The MGSV is reduced by prior withdrawals.

You will be paid the greater of the vested account value, less any applicable surrender charges, and the MGSV.

3. HOW DO I GET INCOME FROM MY ANNUITY?

There are several ways to access your account value, including transforming your account in to annuity payments. If you take withdrawals and it is during the surrender charge period, you may be assessed a surrender charge.

Partial Free Withdrawals

Each contract year (after the first contract year), you may withdraw, surrender charge free, 10% of your vested account value as of the prior anniversary, less any free withdrawals taken during the current contract year.

If your annuity was issued in connection with a tax qualified plan, you may be required to take minimum distributions beginning at age 70½.

Partial Withdrawals and Option for Systematic Withdrawals

Before annuity payments begin you may take up to four withdrawals per year (\$500 minimum), or you may take regular systematic withdrawals on a monthly, quarterly, semi-annual or annual basis (\$100 minimum). During the surrender charge period, withdrawals that exceed the annual 10% free partial withdrawal amount will be subject to surrender charges. Interest will not be credited to any amounts withdrawn if taken prior to the crediting interest date for the options you have chosen and are currently in.

Annuity Payouts

You must begin receiving annuity payments no later than the maturity date. The maturity date is fixed at contract issue and is no later than the contract anniversary following the annuitant's (or the oldest annuitant's if a second annuitant is named) 100th birthday. Annuity payments are based on the surrender value.² An annuity option may be changed any time before annuity payments begin.

If your annuity was issued in connection with a tax qualified plan, you may be required to take minimum distributions beginning at age 70½.

¹ Rider charges from MGSV are not applicable in all states.

² FL and TX require waiver of surrender charges when payments begin.

See the Indexed Interest attachment for detailed descriptions of the indexed interest crediting options. All of the indexed interest crediting options may not always be available for allocations. You may move your account value among the interest crediting options at the end of index crediting periods. Any premium paid between contract anniversaries is allocated to the fixed interest option until the next applicable indexed crediting period at which time your premium will be allocated to the chosen indexed interest option.

Annuities are issued with an effective date of the 1st, 8th, 15th or 22nd of the month. Premiums are held without interest until the next available effective date. Special rules apply if one of these dates falls on a weekend or holiday. If you withdraw money from an indexed interest crediting option on any day other than an interest crediting option anniversary you will not earn indexed interest on the amount you withdraw. The minimum initial premium to purchase this contract is \$10,000 and the minimum allocation to any option is \$2,000.

Payment In The Event Of Death

Should you die before annuity payments begin, we will pay the greater of the account value and the MGSV to the beneficiary named in your annuity. We will also pay a partial interest credit, if applicable, up to the date of death.

Account Value

The annuity's account value before the date annuity payments begin equals 100% of premium, plus premium bonus if any, plus interest credited to each interest crediting option, less any withdrawals.

Surrender Value

The annuity's surrender value is the greater of:

- Vested account value, less surrender charges; or
- Minimum guaranteed surrender value.

SURRENDER CHARGES

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

A surrender charge applies for the first ten years on full or partial surrenders in excess of the 10% annual free amount allowed, and in calculating the annuity payments unless they do not apply under the conditions below.

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

The surrender charge equals the surrender charge percentage for the applicable year multiplied by the amount of account value that exceeds the penalty free amount available. Please review your annuity for the appropriate surrender charge schedule.¹

Is there any way to withdraw money during the surrender charge period without paying a surrender charge?

Free partial withdrawals are available each contract year, after the first contract year, during the surrender charge period and you may withdraw up to 10% of your vested account value as of the prior anniversary.

Waiver of surrender charge riders listed below.²

- **Home Health Care Rider** *If you require Home Health Care Services by a licensed Home Health Care provider as a result of being impaired in performing two out of six activities of daily living as outlined in your contract, and such care begins at least one year after the annuity's effective date, surrender charges will be waived on withdrawals made while you are impaired.*
- **Nursing Home Benefit Rider** *If you are confined to a licensed nursing home for more than 60 days, and your confinement begins at least one year after the annuity's effective date, surrender charges will be waived on withdrawals made during the period of your confinement.*
- **Terminal Illness Benefit Rider** *If a licensed physician certifies that you have been diagnosed with an illness or condition that causes your life expectancy to be less than one year, and the diagnosis takes place at least one year after the annuity's effective date, surrender charges will be waived during this period of terminal illness.*
- **Unemployment Benefit Rider** *If you become unemployed and remain so for at least 30 consecutive days, and your unemployment takes place after the annuity's effective date, surrender charges will be waived during this time of unemployment as long as you are under the age of 65 at the time of your request.*

Surrender charges are not imposed if you die. If your spouse as beneficiary elects to continue the contract and subsequently surrenders, your spouse will be subject to a surrender charge if within the surrender charge period.

¹ Lower surrender charges may apply in some states.

They are declining for ten years, and are: 9%, 9%, 8%, 7%, 6%, 5%, 4%, 3%, 2%, 1%, 0%.

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

4. DO I PAY ANY FEES OR CHARGES?

Fees, Expenses & Other Charges

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

If you elect either the Enhancement or Protection package, there is a charge which is deducted from the contract's account value annually after the completion of the first contract year. The Enhancement Package charge is 0.40%; the Protection Package charge is 1.10%.

There is no additional charge for the Basic package.

5. DOES THIS AFFECT MY TAXES?

How will annuity payments and withdrawals from my annuity be taxed?

The annuity is tax-deferred, which means you don't pay taxes on the interest it earns until the money is paid to you. When you take payouts or make a withdrawal, you pay ordinary income taxes on the earned interest. Withdrawals are treated as coming from earnings first and then as a return of your premium. Payments under an annuity payment plan are treated as coming partially from earnings and partially as return of premium. You may pay a federal income tax penalty on earnings you withdraw before age 59 ½. If your state imposes a premium tax, it may be deducted from the money you receive.¹ You may exchange one tax-deferred annuity for another without paying taxes on the earnings when you make the exchange. Before you do, compare the benefits, features, and costs of the two annuities. You may pay a surrender charge on the annuity you are exchanging. Also, you may start a new surrender charge period in the new annuity.

Does buying an annuity in a retirement plan provide extra tax benefit?

Buying an annuity within an IRA doesn't give you any extra tax benefit. The annuity is tax-deferred, which means you generally don't pay taxes on the money until it is paid to you. Payments under an annuity payment plan are generally entirely taxable under most IRA plans.² Choose the annuity based on its other features and benefits as well as its risks and costs, not its tax benefits. Please consult your tax advisor regarding your unique situation.

¹ Internal Revenue Code provides that if an annuity is held by a non-natural person and such person is not holding as an agent for a natural person, the contract shall not be treated as an annuity contract for income tax purposes.

² Taxation on IRA plans varies depending on the type of IRA, traditional IRA, Roth IRA, SEP IRA you own.

6. WHAT ELSE DO I NEED TO KNOW?

Other Information

- This annuity is designed for people who are willing to let their assets build for at least ten years.
- We may change your annuity contract from time to time to follow federal or state laws and regulations. If we do, we'll tell you about the changes in writing.
- You have a set number of days (at least 10) to look at the annuity after you buy it. If you decide during that time that you don't want it, you can return the annuity and get your premium back. Read the cover page of your annuity contract as soon as you receive it to understand how many days you have to decide if you want to keep it.
- At least once each year, we will send you a report of the current annuity values.
- We pay the agent, broker, or firm for selling the annuity to you. Compensation is not deducted from your premium.
- Required Minimum Distributions – Certain tax qualified annuities are subject to required minimum distributions which generally require that distributions begin no later than April 1st of the year following your attainment of age 70½ and that amounts be paid to you over a period not longer than your life expectancy.
- Your annuity values are guaranteed by Fidelity & Guaranty Life. As a legal reserve company, Fidelity & Guaranty Life is required by state regulation to maintain reserves equal to or greater than guaranteed surrender values.

7. WHAT SHOULD I KNOW ABOUT FIDELITY & GUARANTY LIFE?

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

Indexed Interest attachment

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

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

ONE-YEAR MONTHLY AVERAGE WITH A CAP

The one-year monthly average index percentage change is determined by first calculating the average of 12 months of monthly index values. This average is used to calculate the index percentage change over a one-year period relative to the prior year's index value, limited to the declared annual percentage cap. If the index percentage change is negative, 0% will be used as the index percentage change. The resulting index percentage change is multiplied by the option's account value to determine the index interest credit.

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

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

TWO-YEAR POINT-TO-POINT WITH A CAP

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

THREE-YEAR POINT-TO-POINT WITH A CAP

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

POINT-TO-POINT FIXED DECLARED RATE ON INDEX GAIN CREDITING OPTION

The declared rate compares the value of the S&P 500 Index at the beginning and end of the one-year indexed crediting period. If the change of those two values is positive, by any amount, the declared interest rate is credited to the option's account value. If the change of those two values is zero or negative, no interest will be credited to the option's account value. The interest rate is set annually by the company in advance of the indexed crediting period.



Hypothetical Examples

The following examples are not intended to be representations of past or future performance of Prosperity Elite 10.

These examples use hypothetical caps and index value changes.

Steadily increasing index

Assume the index rises steadily. Prosperity Elite 10's indexed-linked formula results in the following hypothetical interest credit for the indexed interest options shown below:

MONTHLY POINT-TO-POINT WITH A CAP			
Month	Index	Monthly Change in Index %	Capped Increase <i>monthly cap rate = 2.00%</i>
1	900.00		
2	909.30	1.03%	1.03%
3	911.20	0.21%	0.21%
4	913.30	0.23%	0.23%
5	914.40	0.12%	0.12%
6	921.30	0.76%	0.75%
7	922.80	0.16%	0.16%
8	926.20	0.37%	0.37%
9	928.10	0.20%	0.21%
10	936.70	0.93%	0.93%
11	947.30	1.13%	1.13%
12	952.90	0.59%	0.59%
13	972.10	2.02%	2.00%
<i>Total of monthly capped changes</i>			7.73%
Annual Interest Credit - Monthly Point to Point			7.73%

MONTHLY AVERAGE WITH A CAP			
Date	Index	Change in Index %	Capped Increase <i>annual cap rate = 5.50%</i>
Initial	900.00		
Avg. of 12 monthly values	929.63	3.29%	3.29%
Annual Interest Credit - Monthly Average			3.29%

ANNUAL POINT-TO-POINT WITH A CAP ¹			
Date	Index	Change in Index %	Capped Increase <i>annual cap rate = 5.00%</i>
Initial	900.00		
1st Anniversary	972.10	8.01%	5.00%
Annual Interest Credit - Annual Point to Point			5.00%

DECLARED RATE ON INDEX GAIN			
Date	Index	Change in Index %	Rate Credited <i>declared rate = 4.50%</i>
Initial	900.00		
1st Anniversary	972.10	8.01%	4.50%
Annual Interest Credit - Declared Rate			4.50%

¹ The two and three year point-to-point with a cap interest crediting follows the same formula except the index change is based on the index value in the second or third anniversary respectively.

Sharply increasing index

Assume the index rises sharply. Prosperity Elite 10's indexed-linked formula results in the following hypothetical interest credit for the indexed interest options shown below:

MONTHLY POINT-TO-POINT WITH A CAP			
Month	Index	Monthly Change in Index %	Capped Increase <i>monthly cap rate = 2.00%</i>
1	900.00		
2	925.65	2.85%	2.00%
3	923.61	-0.22%	-0.22%
4	939.13	1.68%	1.68%
5	1004.96	7.01%	2.00%
6	1008.28	0.33%	0.33%
7	1014.43	0.61%	0.61%
8	1032.99	1.83%	1.83%
9	1041.15	0.79%	0.79%
10	1040.22	-0.09%	-0.09%
11	1116.78	7.36%	2.00%
12	1123.37	0.59%	0.59%
13	1126.51	0.28%	0.28%
<i>Total of monthly capped changes</i>			11.80%
Annual Interest Credit - Monthly Point to Point			11.80%

MONTHLY AVERAGE WITH A CAP			
Date	Index	Change in Index %	Capped Increase <i>annual cap rate = 5.50%</i>
Initial	900.00		
Avg. of 12 monthly values	1024.76	13.86%	5.50%
Annual Interest Credit - Monthly Average			5.50%

ANNUAL POINT-TO-POINT WITH A CAP ¹			
Date	Index	Change in Index %	Capped Increase <i>annual cap rate = 5.00%</i>
Initial	900.00		
1st Anniversary	1126.51	25.17%	5.00%
Annual Interest Credit - Annual Point to Point			5.00%

DECLARED RATE ON INDEX GAIN			
Date	Index	Change in Index %	Rate Credited <i>declared rate = 4.50%</i>
Initial	900.00		
1st Anniversary	1126.51	25.17%	4.50%
Annual Interest Credit - Declared Rate			4.50%

¹ The two and three year point-to-point with a cap interest crediting follows the same formula except the index change is based on the index value in the second or third anniversary respectively.

Upside Potential + Principal Protection and a minimum interest guaranteed on surrender value



With the annual reset feature, all gains from previous years are locked in
– *your account will never decrease as long as no withdrawals are made!*



Steadily increasing and a sharp drop in the index

Assume the index rises steadily, sharply drop and then sharply increases.

Prosperity Elite 10's indexed-linked formula results in the following hypothetical interest credit for the indexed interest options shown below:

MONTHLY POINT-TO-POINT WITH A CAP

Month	Index	Monthly Change in Index %	Capped Increase <small>monthly cap rate = 2.00%</small>
1	900.00		
2	983.25	9.25%	2.00%
3	1020.91	3.83%	2.00%
4	1033.98	1.28%	1.28%
5	1118.87	8.21%	2.00%
6	967.37	-13.54%	-13.54%
7	1026.48	6.11%	2.00%
8	983.16	-4.22%	-4.22%
9	995.84	1.29%	1.29%
10	1014.86	1.91%	1.91%
11	1077.38	6.16%	2.00%
12	1094.51	1.59%	1.59%
13	1123.73	2.67%	2.00%

Total of monthly capped changes 0.31%

Annual Interest Credit - Monthly Point to Point 0.31%

MONTHLY AVERAGE WITH A CAP

Date	Index	Change in Index %	Capped Increase <small>annual cap rate = 5.50%</small>
Initial	900.00		
Avg. of 12 monthly values	1036.70	15.19%	5.50%

Annual Interest Credit - Monthly Average 5.50%

ANNUAL POINT-TO-POINT WITH A CAP¹

Date	Index	Change in Index %	Capped Increase <small>annual cap rate = 5.00%</small>
Initial	900.00		
1st Anniversary	1123.73	24.86%	5.00%

Annual Interest Credit - Annual Point to Point 5.00%

DECLARED RATE ON INDEX GAIN

Date	Index	Change in Index %	Rate Credited <small>declared rate = 4.50%</small>
Initial	900.00		
1st Anniversary	1123.73	24.86%	4.50%

Annual Interest Credit - Declared Rate 4.50%

¹ The two and three year point-to-point with a cap interest crediting follows the same formula except the index change is based on the index value in the second or third anniversary respectively.

Decreasing index

Assume the index decreases throughout the year and ends with a decrease.

Prosperity Elite 10's indexed-linked formula results in the following hypothetical interest credit for the indexed interest options shown below:

MONTHLY POINT-TO-POINT WITH A CAP

Month	Index	Monthly Change in Index %	Capped Increase <small>monthly cap rate = 2.00%</small>
1	900.00		
2	803.25	-10.75%	-10.75%
3	834.01	3.83%	2.00%
4	844.69	1.28%	1.28%
5	914.04	8.21%	2.00%
6	790.28	-13.54%	-13.54%
7	838.56	6.11%	2.00%
8	803.18	-4.22%	-4.22%
9	813.54	1.29%	1.29%
10	769.20	-5.45%	-5.45%
11	780.43	1.46%	1.46%
12	788.62	1.05%	1.05%
13	809.68	2.67%	2.00%

Total of monthly capped changes -20.88%

Annual Interest Credit - Monthly Point to Point 0.00%

MONTHLY AVERAGE WITH A CAP

Date	Index	Change in Index %	Capped Increase <small>annual cap rate = 5.50%</small>
Initial	900.00		
Avg. of 12 monthly values	815.79	-9.36%	-9.36%

Annual Interest Credit - Monthly Average 0.00%

ANNUAL POINT-TO-POINT WITH A CAP*

Date	Index	Change in Index %	Capped Increase <small>annual cap rate = 5.00%</small>
Initial	900.00		
1st Anniversary	809.68	-10.04%	-10.04%

Annual Interest Credit - Annual Point to Point 0.00%

DECLARED RATE ON INDEX GAIN

Date	Index	Change in Index %	Rate Credited <small>declared rate = 4.50%</small>
Initial	900.00		
1st Anniversary	809.68	-10.04%	0.00%

Annual Interest Credit - Declared Rate 0.00%

¹ The two and three year point-to-point with a cap interest crediting follows the same formula except the index change is based on the index value in the second or third anniversary respectively.

In addition to the flexible features of the Prosperity Elite 10 fixed indexed annuity, you have the opportunity to increase accumulation, income, wealth transfer and protection needs by adding additional features, offered by Prosperity Elite 10's Enhancement and Protection packages. These additional features include a premium bonus rider and an income rider!

Prosperity Elite 10 – *Enhancement Package*¹

A Vesting Bonus² of 4% of Your Initial Premium

Vesting Bonus – How does it work?

- Your annuity offers a premium bonus that is calculated as 4%³ of your initial premium for issue ages 0-75 and 2% for issue ages 76 and above.
- The bonus is credited to your account value at issue, is split proportionally to each crediting option you elect, and is eligible to earn interest based on the crediting options you elect.
- The bonus amount, plus any interest earned on that amount, then vests over a period of ten years.

The vesting schedule is as follows:

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

Vested percentages shown in the vesting schedule are as of the end of the contract year for each crediting option you elect.

The vested account value available to you at any given time for free withdrawals, surrenders, or annuitization includes only the vested portion of the bonus amount at that time.

The account value available as a Death Benefit includes 100% of any bonus amounts regardless of the portion vested at that time.

Guaranteed Minimum Death Benefit Rider

At the death of the owner, the value of the Guaranteed Minimum Death Benefit (GMDB) rider is determined to be the greater of:

- The account value,
- The minimum guaranteed surrender value, and
- Your initial premium plus the premium bonus growing at 5% simple interest up to 10 years or until age 85, whichever occurs first.

All GMDB values are reduced proportionately by withdrawals previously taken including guaranteed withdrawal payments.

¹ There is a charge for the Enhancement Package. The charge is 0.40% and is deducted from the contract's account value annually after the completion of the first contract year.

² A premium bonus is paid on this contract. Annuities that offer bonus interest features may have higher fees and charges, longer surrender charge periods, lower credited interest rates and/or lower cap rates than annuities that do not provide the bonus feature.

³ Subject to change.

Prosperity Elite 10 – Protection Package¹

► A Vesting Bonus of 7%² of Your Initial Premium for issue ages 0-75

For issue ages 76 and above a vesting bonus of 3.50% of your initial premium.

See details outlined in the Enhancement Package

► Protection for Longevity: Guaranteed Minimum Withdrawal Benefit (GMWB) Rider

The guaranteed minimum withdrawal benefit is designed to provide you with a guaranteed income amount for life.³ The longer you wait to take withdrawal payments, the greater each guaranteed withdrawal payment may be. After GMWB benefit payments begin, if the account value is subsequently reduced to \$0, this rider guarantees that you will have an income for life³ as long as excess withdrawals have not been taken. If the account value is \$0, any withdrawal payments may be taxable. You should seek the advice of a tax professional to be certain.

The guaranteed withdrawal payment amount is calculated when you elect to receive withdrawal payments. The amount of the withdrawal payment is a percentage of the Income Base, an amount tracked separately from the account value. The Income Base is the greater of:

- Your initial premium, plus 18% bonus,
- Your premium growing at the current GMWB annual roll-up rate⁴ compounded for no more than 10 years,
- Your Vested Account Value minus surrender charges, and
- The minimum guaranteed surrender value.

The GMWB is made up of two different periods:

Accumulation Period: During the accumulation period the Income Base can grow as defined above, adjusted proportionately for any withdrawals you may take prior to beginning the GMWB payments. If the Income Base grows, your guaranteed withdrawal payment will also grow.⁵

Withdrawal Period: You may begin taking payments through a series of withdrawals annually, semi-annually, quarterly or monthly at any time after the first contract year (subject to surrender charges, if any), and after having reached age 50. You may take up to the Guaranteed Withdrawal Payment amount which is the maximum amount that can be withdrawn each contract year without negatively affecting your Income Base. In any year if you do not exceed this guaranteed amount this is the amount guaranteed to be paid for your lifetime³, even if your account value falls to zero.

Your Guaranteed Withdrawal Payment amount is calculated by multiplying your Income Base by your Guaranteed Withdrawal Percentage and is based on your age at the time you begin receiving income payments. Ask your representative for specific examples of the amounts you may be able to access at different periods during your annuity's lifetime.

Spousal Benefit: Income under this rider can be based on the lives of two people as long as they are joint annuitants and legal spouses. In the case of joint annuitants, the guaranteed withdrawal percentage is determined by the age of the younger of the two annuitants at the time income payments are elected. The guaranteed withdrawal payment is guaranteed to be paid until the death of the second annuitant.⁶

Termination: At contract maturity (age 100⁷), should you select a payment option of income for life with no guaranteed period, 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 you choose another payment option available under the contract, the annuity payment amount will be based on the annuity payment amount provided under the base contract.

Spousal Continuation: If the rider is in the accumulation period on the date of the first owner's death, this rider will continue if your spouse continues the contract after the first owner's death. The guaranteed withdrawal percentage will be based on your spouse's age, single annuitant, at the time income payments begin. If the rider is in the withdrawal period, guaranteed withdrawal payments will continue based on the same annuitant's as it was at the time of owner's death, and will increase upon step-up.

Excess Withdrawal: An excess withdrawal is a withdrawal that causes the total withdrawals for the contract year to exceed the guaranteed withdrawal payment amount. The income base will be reduced in proportion to the reduction in the account value. The guaranteed withdrawal payment amount will be recalculated following an excess withdrawal. Depending on the amount of the withdrawal, surrender charges and other penalties may apply.

Guaranteed Withdrawal Percentages:

Annuitant's Age	50-54	55-59	60-64	65-69	70-74	75-79	80-84	85-89	90+
Single Annuitant	3.50%	4.00%	4.50%	5.00%	5.50%	6.00%	6.00%	6.00%	6.00%
Joint Annuitant	3.00%	3.00%	4.00%	4.00%	5.00%	5.00%	6.00%	6.00%	6.00%

¹ There is a charge for the Protection Package. The charge is 1.10% and is deducted from the contract's account value annually after the completion of the first contract year.

² Subject to change.

³ If you annuitize under your contract, you must select a lifetime payment option as defined in the contract in order to receive payments for life. Annuitization amount may be different than guaranteed withdrawal amount.

⁴ Please refer to your agent for the current GMWB annual roll-up rate.

⁵ If you begin taking withdrawals the Accumulation Period will end, starting the Withdrawal Period.

⁶ In order for payments to continue until the death of the second annuitant, the second annuitant must select spousal continuation of the contract and, at contract maturity must annuitize as defined in the rider.

⁷ May vary by state.

Prosperity Elite 10 – *Protection Package*¹, cont'd

Protection against Impairment

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

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

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

- The contract must be in force for a minimum of five years with no premiums paid for at least three years. (This benefit will not be available until the completion of five contract years.)
- 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, the owner can continue GMWB payments at the original level of 100%, even if the account value has been reduced to \$0.

Protection at Death: Enhanced Guaranteed Minimum Death Benefit Rider

At the death of the owner, the beneficiary can choose to receive either:

- The Income Base of the Guaranteed Minimum Withdrawal Benefit (GMWB) taken in payouts over at least five years (10 years if your client was age 71 or older at the time the contract was issued).or

A Guaranteed Minimum Death Benefit that will be the greater of:

- The annuity's account value,
- The minimum guaranteed surrender value, and
- The initial premium plus the premium bonus growing at 5% simple interest up to 10 years or until age 85, whichever comes first.

All enhanced GMDB values are reduced proportionately by withdrawals previously taken including guaranteed withdrawal payments. If the contract is owned jointly, this benefit is only available upon the death of the first owner. If your spouse continues the contract after your death, this rider will terminate.

¹ There is a charge for the Protection Package. The charge is 1.10% and is deducted from the contract's account value annually after the completion of the first contract year.

Contracts issued by Fidelity & Guaranty Life Insurance Company, Baltimore, MD.

Fidelity & Guaranty Life Insurance Company offers a diverse portfolio of fixed and indexed interest and optional additional features. Before purchasing, consider your financial situation and alternatives available to you. Your Fidelity & Guaranty Life Insurance Company financial professional can help you determine the best alternatives for your goals and needs, or visit us at www.fglife.com for more information.

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

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

Subject to state availability. Certain restrictions may apply.

This product is offered on a group or individual basis as determined by state approval.

Terms and conditions are set forth in the group certificate and master contract and are subject to the laws of the state in which they were issued.

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

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

Information provided regarding tax or estate planning should not be considered tax or legal advice. Consult your own tax professional or attorney regarding your unique situation.

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

Indexed interest rates are subject to a cap. Caps are subject to change at the discretion of Fidelity & Guaranty Life Insurance Company.

Interest rates subject to change at insurer’s discretion and are effective annual rates.

You are purchasing a fixed indexed annuity contract that provides minimum guaranteed surrender values. You should understand how the minimum guaranteed surrender values are determined and the product features used to determine the values. Even though contract values may be affected by external indices, the contract annuity is not an investment in the stock market and does not participate in any stock, bond, or equity investments.

1.888.513.8797 **www.fglife.com**

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



Instructions for Agent

Prosperity Elite 10



Fidelity &
Guaranty Life®

1. Review this brochure with the customer(s).
2. Have the customer(s) sign and date the Confirmation Statement.
3. In the box marked "For Agent Use," verify the identity of owner(s) and annuitant(s), fill-in your name and address, and sign.
4. Detach and return the Confirmation Statement with the application to Fidelity & Guaranty Life.

Confirmation Statement

Please sign below to indicate your understanding.

This form must be detached and returned with the application to Fidelity & Guaranty Life.

By signing here, you are telling us that you have read this summary and understand the descriptions of the Prosperity Elite 10 indexed annuity features. You are also telling us that neither Fidelity & Guaranty Life nor your agent has made any guarantees or promises regarding future index values, index changes, index credits or interest rates under the annuity.

You understand that the Company offers indexed annuity products with different features and benefits and that you can also apply for those products by contacting the Company or one of its agents.

You have received a copy of the Buyer's Guide (and the Supplement-to-Buyer's Guide for VT only) and understand its disclosures. By choosing a package, I understand that there are rider charges incurred on this contract, withdrawn from account value at policy anniversary. The rider package I have elected is:

- Enhancement Package Protection Package

Signature of Owner

Date

Signature of Joint Owner, if any

Date

For Agent Use: The agent has carefully read and has complied with the Prosperity Elite 10 Product Training and understands indexed annuity features.

Agent

Signature of Agent

Agency Address

City, State, Zip

Annuity Application

Fidelity & Guaranty Life Insurance Company Home Office: Baltimore, Maryland
Administrative Office: P.O. Box 81497; Lincoln, NE 68501-81497

Prosperity **Elite 10**

Owner(s)

Name: _____
SSN or TAX ID: _____
 Male Female Birth Date: _____
Address: _____

Joint Owner (if any): _____
SSN or TAX ID: _____
 Male Female Birth Date: _____
Address: _____

Phone No.: () _____

Phone No.: () _____

Identification # and State: _____

Relationship to Owner: _____

Type of Identification: State Issued Immigration Military
 Passport Other _____

Identification # and State: _____
 State Issued Immigration Military
 Passport Other _____

Annuitant(s) (if other than Owner)

Name: _____
SSN: _____
 Male Female Birth Date: _____
Address: _____

Joint/Contingent (if any): _____
SSN: _____
 Male Female Birth Date: _____
Address: _____

Phone No.: () _____

Phone No.: () _____

Identification # and State: _____

Identification # and State: _____

Type of Identification: State Issued Immigration Military
 Passport Other _____

Type of Identification: State Issued Immigration Military
 Passport Other _____

Beneficiary

Primary Contingent Name _____ SSN _____
Address _____ Birth Date _____

Primary Contingent Name _____ SSN _____
Address _____ Birth Date _____

Plan

Nonqualified Traditional IRA Roth IRA SEP IRA Tax-Sheltered Annuity Other (specify plan type): _____

Premium

Initial/Single Premium Paid: (premium paid with application) \$ _____

Make check payable to Fidelity & Guaranty Life Insurance Company.

Replacement

Do you have an existing life insurance or annuity policy? Yes No

Will the annuity applied for replace or change an existing life insurance or annuity policy? Yes No

If a 1035 Exchange attach applicable forms. Exchange Amount: \$ _____

Policy/Certificate No.: _____ Company: _____

Product Packages

Basic Package Enhancement Package Protection Package

Special Instructions

Annuity Application

Prosperity Elite 10

Fidelity & Guaranty Life Insurance Company Home Office: Baltimore, Maryland
 Administrative Office: P.O. Box 81497; Lincoln, NE 68501-81497

Interest Crediting Options <i>*Option not available</i>		Interest Crediting Options <i>Must be: equal to 100%; whole percentages; \$2,000 per option minimum</i>		
Monthly Point-to-Point With Cap	<input type="checkbox"/> S&P500 <input type="checkbox"/> DJIA*	<input type="checkbox"/> 1 Year _____	<input type="checkbox"/> 2 Years* _____	<input type="checkbox"/> 3 Years* _____
Point-to-Point With Cap	<input type="checkbox"/> S&P500 <input type="checkbox"/> DJIA*	<input type="checkbox"/> 1 Year _____	<input type="checkbox"/> 2 Years _____	<input type="checkbox"/> 3 Years _____
Monthly Averaging With Cap	<input type="checkbox"/> S&P500 <input type="checkbox"/> DJIA*	<input type="checkbox"/> 1 Year _____	<input type="checkbox"/> 2 Years* _____	<input type="checkbox"/> 3 Years* _____
Monthly Averaging With Spread*	<input type="checkbox"/> S&P500*	<input type="checkbox"/> 1 Year* _____	<input type="checkbox"/> 2 Years* _____	<input type="checkbox"/> 3 Years* _____
Quarterly Point-to-Point With Cap*	<input type="checkbox"/> S&P500*	<input type="checkbox"/> 1 Year* _____		
Annual Point-to-Point With Cap and Participation Rate*	<input type="checkbox"/> S&P500*	<input type="checkbox"/> 1 Year* _____		
Gain Interest Annual-Point-to-Point	<input type="checkbox"/> S&P500	<input type="checkbox"/> 1 Year _____		
1 Year Fixed Interest		<input type="checkbox"/> 1 Year _____		
Other _____				

Fraud Warning Notice: (Please review the notice that applies in your state. If your state is not listed, please review the first notice listed.)

Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

FL: FRAUD NOTICE: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

_____ (Owner's Initials)

Annuity Application

Fidelity & Guaranty Life Insurance Company Home Office: Baltimore, Maryland
Administrative Office: P.O. Box 81497; Lincoln, NE 68501-81497

Prosperity Elite 10

Signature(s)

I (We) have read the statements made in this application. To the best of my (our) knowledge and belief, the statements made are complete, true, and correctly recorded. I (We) understand that: a copy of this application may form a part of any annuity issued; the annuity will not take effect until delivered to the Owner; no agent has the authority to modify any annuity issued; and **there are terms, conditions, charges, and fees for any optional rider selected.**

I (We) understand that I (We) have applied for an indexed annuity. I (We) have received a copy of the Company's disclosure material for this annuity. I (We) understand that: while the values of the annuity may be affected by an external index, the annuity does not directly participate in any stock, bond, or equity investments; any values shown, other than guaranteed minimum values, are not guarantees, promises or warranties; and the annuity describes how the minimum guaranteed surrender values and indexed interest credits are calculated.

I (We) understand that the Company offers indexed annuity products with different features and benefits. I (We) can also apply for any of those products by contacting the Company or one of its agents.

If the annuity is issued with a market value adjustment rider, the cash surrender values may increase or decrease based on a market value adjustment prior to the date or dates specified in the annuity; the market value adjustment applies when the surrender charge applies.

I (We) certify, under penalties of perjury, that I am a (we are) U.S. Citizen(s) or resident(s) of the U.S. (includes U.S. resident aliens) and that the taxpayer identification number(s) is (are) correct. I (We) understand that federal law requires all financial institutions to obtain identity information in order to verify my (our) identity(ies) and I (we) authorize its use for this purpose. This information includes, but is not limited to, the name(s), residential address(es), date(s) of birth, Social Security or taxpayer identification number(s), and any other information necessary to sufficiently verify identity(ies). I (We) understand that failure to provide this information could result in the application being rejected. Third party sources may be used to verify the information provided.

→ Signed at _____ Date: _____

→ Signature(s) of Owner(s): _____

→ Signature(s) of Annuitant(s): _____

Agent:

Does the applicant have an existing life or annuity policy? Yes No

To the best of your knowledge, does this application replace or change existing life insurance or annuities? Yes No

I attest that I have witnessed all signatures. **I certify that the Company's disclosure material has been presented to the applicant and a copy was provided to the applicant. I have not made any statements which differ from this material nor have I made any guarantees or promises about the expected future values of the indexed annuity. I have received a copy of, have carefully read and complied with the applied for fixed indexed annuity's training manual.**

I have verified the identity of the Owner, joint Owner, annuitant and joint annuitant through an examination of a state or federal government photo identification card provided by the Owner, joint Owner, annuitant or joint annuitant such as a driver's license or passport.

Agent's Signature: _____

Print Agent's Name: _____ Fidelity & Guaranty Life Agent #: _____

Agent's License No. (required only in FL): _____ Agent's Phone No.: (_____) _____

Agent's Fax No.: (_____) _____ Agent's Email Address: _____