

FG Guarantee-Platinum 5® – Statement of Understanding

INSURER: FIDELITY & GUARANTY LIFE INSURANCE COMPANY

Thank you for your interest in the FG Guarantee-Platinum 5 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 FG Guarantee-Platinum 5 annuity?

FG Guarantee-Platinum 5 is a Single Premium Fixed Deferred Annuity. It is available with a five year interest rate guarantee period with flexibility to continue to renew for subsequent five year guarantee period or search out other opportunities at the end of each guarantee period. You may deposit a single lump sum premium (the amount of money you pay into the Policy) at issue. Your premium (the amount of money you pay at issue) must be at least \$20,000 and may not exceed \$1,000,000. The Policy is primarily intended for customers seeking a long-term retirement savings vehicle.

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?

- **Account Value**

The Account Value equals the single premium, plus all interest credited thereon; less any amounts previously withdrawn, less surrender charges (explained below) thereon.

The account value is reduced by withdrawals of any type and any surrender charges thereon.

- **Interest**

We will declare an initial fixed interest rate and renewal fixed interest rates that will determine the fixed rate of interest credited. This rate is guaranteed never to be less than the minimum guaranteed accumulation interest rate of 1.00%. Interest is credited daily. The initial fixed interest rate is guaranteed for the five-year interest rate guarantee period. The guarantee period begins on the date of issue, and subsequent guarantee periods begin immediately following the end of each prior guarantee period. At the end of each subsequent guarantee period, we will declare a renewal fixed interest rate that will be guaranteed for the following 5-year guarantee period.

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

Yes, the FG Guarantee-Platinum 5 provides access to the values of your Policy in several ways. However, any values accessed during the guarantee period may also be subject to a surrender charge.

- **Penalty Free Withdrawal**

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Surrender charges will not apply to any partial withdrawal amounts of accumulated interest, required minimum distributions, or any payments received under the Terminal Illness Rider or Nursing Home Rider (described below). Withdrawals from your annuity are 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.

Any required minimum distribution under the Internal Revenue Code attributable to your Policy is part of and is not in addition to any applicable 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 a total and permanent disability that results in having a life expectancy of twelve (12 months or less), you may withdraw all or part of your account value without application of a surrender charge.

You qualify for this benefit if:

- 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 account value without application of a surrender charge.

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;
- 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.

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

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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 will be deducted. The surrender value will equal the total account value. If the spouse of the first owner to die elects to continue the Policy, surrender charges will continue to apply. Spousal continuation can only apply once. It cannot apply a second time if the surviving spouse continues the Policy, remarries and then dies.

What happens on the Policy's Annuity Date?

On the Policy's Annuity 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 Annuity Date?

Prior to the Annuity Date, you may decide to surrender your Policy. If you elect to do this, the Company will pay you the Policy's surrender value, except as provided in the 'Waiver of Surrender Charge' provision of your contract. The surrender value is equal to the account value, less any applicable surrender charges.

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. The surrender charges for the FG Guarantee-Platinum 5 annuity will be 9% in the first year and decrease by 1% per year for 10 years. Surrender charges will end after 10 contract years.

Surrender Charge Schedule

Years into Guarantee Period	1	2	3	4	5
Percentage	9%	8%	7%	6%	5%

At the end of each guarantee period, you will receive 30 days to surrender the Policy with no surrender charges applied. If you do not surrender within this timeframe the Policy will automatically renew into a new guarantee period of the same guarantee period and surrender charges would continue to decrease by 1%. Here is the surrender charge schedule for years 6 -10 of the contract:

Years after Contract Issue	6	7	8	9	10
Percentage	4%	3%	2%	1%	1%

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If you surrender the Policy before the end of any guarantee period in the first 10 years of your contract, you may receive less than your premium.

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 or take a withdrawal 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 for the sale of the policy 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 may 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 the event certain sales volumes levels are met, agencies or IMOs may 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.

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- It is within the Company's sole discretion to set the interest 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 if applicable.
- 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.
- Non-guaranteed elements are annuity or rider provisions not guaranteed at issue and can be changed at the company's discretion. In the case of this annuity and riders, at time of renewal the company may change the fixed interest rate for the following guarantee period subject to minimum or maximum guarantees contained in the Policy.

TERMS OF YOUR ANNUITY POLICY

- **Minimum Guaranteed Accumulation Interest Rate:** Guaranteed never to be less than 1.00%.
- **Guarantee Period:** The time period during which the credited rate is guaranteed to remain the same. The Guarantee Period begins on the Date of Issue and subsequent Guarantee Periods begin immediately following the end of each prior Guarantee Period.
- **Surrender Charge:** Your annuity is subject to a surrender charge during each Guarantee Period. 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.

Disclosures:

Fidelity & Guaranty Life Insurance Company offers a diverse portfolio of fixed and indexed interest annuities and optional additional features. Before purchasing, please consider your financial situation and alternatives available to you. For more information, you can contact Fidelity & Guaranty Life Insurance Company at 1.888.513.8797 / www.fglife.com.

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.

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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 FG Guarantee-Platinum 5 product brochure. I further understand that I have applied for a Single Premium Fixed 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.

Owner/Applicant Name (Please print) _____

Owner/Applicant Signature _____

Phone # _____ Date _____

Joint Owner/Applicant Name (Please print) _____

Joint Owner/Applicant Signature _____

Phone # _____ Date _____

Producer Confirmation

By signing below, I acknowledge that I have reviewed this disclosure form and the FG Guarantee-Platinum 5 product brochure with the applicant. I certify that a copy of this disclosure form, the FG Guarantee-Platinum 5 product brochure, the Buyer's Guide, 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 FG Guarantee-Platinum 5 Product Training and understand the annuity features and limitations.

Producer Name (Please print) _____ Producer Number _____

Producer Signature _____

Business Address _____ City, State, Zip _____

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Applicant Acknowledgement

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Owner/Applicant Name (Please print) _____

Owner/Applicant Signature _____

Phone # _____ Date _____

Joint Owner/Applicant Name (Please print) _____

Joint Owner/Applicant Signature _____

Phone # _____ Date _____

Producer Confirmation

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Producer Name (Please print) _____ Producer Number _____

Producer Signature _____

Business Address _____ City, State, Zip _____



California Notice of In-Home Meeting

INSURER: Fidelity & Guaranty Life Insurance Company
Fidelity & Guaranty Life Insurance Company of New York

The notice is being provided to:

Prospective Customer(s)

Name: First/Middle Last
Name: First/Middle Last
Name: First/Middle Last

and the meeting is set for _____ / _____ / _____ at _____ .
(Date) (Time)

Agent's Information

Agent's Full Name: First/Middle/Last		Agent's License Number:	
Address:			
City:	State:	Zip:	Phone Number:

1. I am a licensed insurance agent. My purpose for coming to your home is to sell, discuss and/or deliver one of the following (indicate all that apply):
 - ☐ Life insurance, including annuities
 - ☐ Other insurance products (specify): _____
2. You have the right to have other persons present at the meeting, including family members, financial advisors or attorneys.
3. You have the right to end the meeting at any time.
4. You have the right to contact the California Department of Insurance for information, or to file a complaint.

Consumer Assistance telephone numbers:

800-927-HELP (4357) (Calling from within California)
213-897-8921 (Outside California)
800-482-4833 (TDD-Telecommunication Devices for the Deaf)

5. The following individuals will be coming to your home: (list all attendees and insurance license information, if applicable.)

Agent's Full Name: First/Middle/Last	Agent's License Number:
Agent's Full Name: First/Middle/Last	Agent's License Number:

Fidelity & Guaranty Life Insurance Company Des Moines, IA
& Fidelity & Guaranty Life Insurance Company of New York New York, NY



California Senior Insurance Disclosure

INSURER: Fidelity & Guaranty Life Insurance Company

IF YOU OR YOUR SPOUSE ARE AGE 65 OR OLDER AND CONSIDERING PURCHASING A LIFE INSURANCE OR ANNUITY PRODUCT, READ THIS IMPORTANT MESSAGE!

The sale or liquidation of any stock, bond, IRA, certificate of deposit, mutual fund, annuity or other asset to fund the purchase of any life insurance or annuity product may have tax consequences, early withdrawal penalties, or other costs or penalties.

You may wish to consult independent legal or financial advice before purchasing life insurance or annuities.

I have read the above notice and have received a copy.

Owner Name (Printed):	Signature of Owner:
Date:	

Owner Name (Printed):	Signature of Owner:
Date:	



Replacement Comparison Form

INSURER: Fidelity & Guaranty Life Insurance Company

This form is required to assess suitability of replacement of your annuity. It seeks factual information about your existing annuity which should be obtained from policy statements or by contacting the issuing company. You and your agent should obtain such information for the replaced policy from the most recent month or quarter. A separate form must be submitted for each replacement or exchange including partial and penalty free transfers.

Do not leave any questions unanswered; if not applicable please write N/A

Owner's Name: _____

Joint Owner's Name: _____

	Existing Annuity	Proposed Annuity
General Contract Information		
1. Type of contract being replaced?	<input type="checkbox"/> Fixed Indexed Annuity <input type="checkbox"/> Declared Fixed Rate Annuity <input type="checkbox"/> Variable Annuity <input type="checkbox"/> Life Insurance	<input type="checkbox"/> Fixed Indexed Annuity <input type="checkbox"/> Declared Fixed Rate Annuity
2. Name of existing company?		F&G
3. Name of product?		
4. Contract Number		
5. Date existing annuity or life was issued? (MM/DD/YYYY)		N/A
6. Has the contract being replaced been part of a prior replacement or exchange?	<input type="checkbox"/> Yes <input type="checkbox"/> No	N/A
7. If you answered "Yes" to question 6, were you the agent involved with the prior replacement or exchange?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	N/A
Surrender Information		
8. What is the premium bonus percentage?	%	%
9. Is the premium bonus vested? If yes, please list out the entire vesting schedule by year.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
10. How many years is the surrender charge schedule?		
11. What is the entire surrender charge schedule, by year?		



Replacement Comparison Form

INSURER: Fidelity & Guaranty Life Insurance Company

12. What is the current surrender charge percentage?	%	N/A
13. What is the current surrender charge amount?	\$	N/A
14. What is the current Market Value Adjustment (MVA +/-)?	\$	N/A
15. What is the current accumulation value?	\$	N/A
16. What is the current cash surrender value? (including any MVA and bonus recapture)	\$	N/A
17. What is the total amount being transferred?	\$	N/A
18. What is the Minimum Guaranteed Interest Rate?	%	%
Additional Benefits/Features		
19. What is the penalty-free withdrawal percentage per year?	%	%
20. Does the contract have a Return of Premium feature?	<input type="checkbox"/> Yes <input type="checkbox"/> No	N/A
21. Does the contract have a Nursing Home Rider?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
22. Does the contract have a Terminal Illness Rider?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
23. Does the contract have an Enhanced Death Benefit Rider?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
24. If you answered "yes" to question 23, list the Benefit Amount:	\$	N/A
25. If you answered "yes" to question 23, list the fees/charges:	%	%
26. Can the Enhanced Death Benefit Rider be removed?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
27. Does the contract have a Lifetime Income, Guaranteed Withdrawal, or Enhanced Annuitization Value Rider?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
28. If you answered "yes" to question 27, list the Benefit Amount:	\$	N/A
29. If you answered "yes" to question 27, list the fees/charges:	%	%
30. Can the Lifetime Income, Guaranteed Withdrawal, or Enhanced Annuitization Value Rider be removed?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
31. What is the benefit base calculation (example: roll-up rate, bonus, etc.)?		



Replacement Comparison Form

INSURER: Fidelity & Guaranty Life Insurance Company

Owner Signature

Date

Joint Owner Signature

Date

Agent Signature

Date



Signature Verification Form

INSURER: Fidelity & Guaranty Life Insurance Company

Thank you for submitting an electronic application for an annuity contract or life insurance policy issued by Fidelity & Guaranty Life Insurance Company (FGLIC). In order to help ensure timely processing of transactions you may request in the future, please review the information below, sign this form and submit via mail, fax, or through the policyholder portal using the information at the bottom of this form. Due to the purpose of this form electronic signatures cannot be accepted.

Contract or Policy Number (required for issued contracts):	Product Name:
Primary Agent/Advisor Name:	

I, the undersigned, certify that the signature presented on this page is my signature. FGLIC may retain and rely on this signature for purposes of processing transactions made by me on the annuity contract(s) or life insurance policy(ies) listed above.

Owner Name (printed):*		Owner Signature:
Owner Social Security Number (last 4 digits):*	Date:	
Joint Owner Name (Printed):*		Joint Owner Signature:
Joint Owner Social Security Number (last 4 digits):*	Date:	

** In the event of a corporate or custodial owner, the information above will pertain to the Company Officers, Primary Annuitant and Joint Annuitant, if applicable. In the case of trust owned contracts/policies, the signature information above will pertain to the trustee(s).*

Please note that if this Signature Verification Form is submitted more than 30 days after the contract issue date, we require this form to be accompanied with one copy of legal evidence that supports the signature verification.

Acceptable documents include:

- | | |
|--|---|
| <input type="checkbox"/> U.S. Driver's License | <input type="checkbox"/> Unexpired Government Issued ID |
| <input type="checkbox"/> Unexpired U.S. Passport | <input type="checkbox"/> Signature is Notarized |
| <input type="checkbox"/> Unexpired Green Card | (Attach Notary to this form as part of submission) |

RETURN COMPLETED FORM TO:

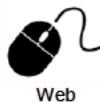
Fidelity & Guaranty Life
Insurance Company
Service Center,
P.O. Box 81497
Lincoln, NE
68501-1497



Fidelity & Guaranty Life
Insurance Company
Service Center,
777 Research Drive
Lincoln, NE
68521



<https://mypolicy.fglife.com/#/login>



Customer
Service:
888-513-8797



Annuity:
402-328-2266
Life Insurance:
800-281-5777



Information about the Owners

☐ Please check this box if submitting multiple applications for the same household

(see instructions if Owner is not a natural person)

Owner's Name: _____ Age: _____

Joint Owner's Name: _____ Age: _____

1. Work Status: Owner: ☐ Retired ☐ Employed ☐ Unemployed ☐ Other _____
Jt. Owner: ☐ Retired ☐ Employed ☐ Unemployed ☐ Other _____

2. Residence: Owner: ☐ Living at home ☐ Assisted Living Facility ☐ Nursing Home
Jt. Owner: ☐ Living at home ☐ Assisted Living Facility ☐ Nursing Home

3. Federal Tax Rate: ☐ 0% ☐ 10% ☐ 15% ☐ 25% - 28% ☐ 33% +

4. Do you currently or have you previously owned any of the products listed below?

- ☐ Stocks & Bonds ☐ Savings Bonds and other Government Securities
☐ Mutual Funds ☐ Fixed Annuities
☐ Variable Insurance/ Annuities ☐ Fixed Cash Value Life Insurance
☐ Certificates of Deposit ☐ I have not owned any of these products

a. Did the agent recommending the purchase of this annuity, previously sell you any of those products marked above in question 4? ☐ Yes ☐ No

If yes, please provide name of company, product and year of purchase

<u>Company</u>	<u>Product Name</u>	<u>Year Purchased</u>

5. Do you have a reverse mortgage? ☐ Yes ☐ No

6. What is your risk tolerance?

- ☐ **Conservative** Prefer to take minimal or no market risk
☐ **Moderate** Comfortable taking some market risk to increase returns
☐ **Aggressive** Seek maximum returns by taking on additional market risk

7. What are the primary reasons for purchasing this annuity? (please check 1-3 primary reasons)

- ☐ Tax Deferral* ☐ Wealth Accumulation ☐ Immediate Income
☐ Potential for better rate ☐ Death Benefit ☐ Estate Planning
☐ Protection from Market Risk ☐ Retirement Income ☐ Other _____

a. Are you purchasing this annuity to qualify for means-tested Government Programs or do you intend to apply for means-tested Government Programs (e.g., Medi-Cal, Medicaid, veterans' aid and attendance benefit, etc)?

☐ Yes ☐ No

***Annuities purchased in a tax qualified account offer no additional tax deferral benefit over other tax qualified products or accounts.**

8. Is the purchase of this annuity in any way connected to or based on information provided during the establishment of a trust sold to you by (i) your Fidelity & Guaranty Life (FGL) agent or affiliate of your FGL agent or (ii) an attorney provided to you through your FGL agent or affiliate of your FGL agent? ☐ Yes ☐ No

F&G Annuities & Life

Suitability Acknowledgement Form

Financial Information (client financial information prior to purchase of annuity)

9. Source(s) of Income

<input type="checkbox"/> Salary/Wages	<input type="checkbox"/> Interest Income	<input type="checkbox"/> Pension/IRA Payments	<input type="checkbox"/> Trust Income
<input type="checkbox"/> Social Security	<input type="checkbox"/> Dividends	<input type="checkbox"/> Other Annuities	<input type="checkbox"/> Other _____

10. Monthly Income/Expenses

Approximate Monthly Household Income (net after taxes):	\$ _____	Approximate Monthly Household Expenses:	\$ _____
		Monthly Disposable Household Income:	\$ _____

11. Liquid Assets

Cash	\$ _____	Mutual Funds (except Class B funds subject to deferred sales charges)	\$ _____
Checking/Savings/Money Market	\$ _____	Annuities not subject to surrender penalties	\$ _____
CDs	\$ _____	Life Insurance cash value not subject to surrender penalties	\$ _____
IRAs/Qualified Plans (if over 59½ and no surrender penalties)	\$ _____	Other: _____	\$ _____
Stocks/Bonds	\$ _____	<i>(Personal property such as collectibles and gold are considered Non-Liquid Assets)</i>	
		Total Liquid Assets:	\$ _____

12. Non-Liquid Assets

Value of Home	\$ _____	Gold, collectibles, or other valuable personal property	\$ _____
Other Real Estate	\$ _____	Annuities subject to surrender penalties	\$ _____
IRAs/Qualified Plans (if under 59½)	\$ _____	Life Insurance cash value subject to surrender penalties	\$ _____
Class B Mutual Funds (if subject to deferred sales charges)	\$ _____	Other: _____	\$ _____
		Total Non-Liquid Assets:	\$ _____

13. Net Worth

Total Assets (Liquid & Non-Liquid)	\$ _____
Total Liabilities (short term and long term)	\$ _____
Total Short Term Liabilities	\$ _____
Total Long Term Liabilities	\$ _____
Total Net Worth (Total Assets less Total Liabilities)	\$ _____

Important Considerations

14. Do you anticipate taking distributions from this annuity during the surrender charge period that would result in a surrender charge? If Yes, when (not applicable to single premium immediate annuities)?
- ☐ No – Do not plan to take withdrawals. Any withdrawals will only be RMDs, GMWB, and surrender charge free withdrawals/surrenders. ☐ Yes -- 0-5 years from now ☐ Yes -- 8-10 years from now
☐ Yes -- 6-7 years from now ☐ Yes -- 11-14 years from now
☐ Yes -- 15 or more years from now
15. Do you understand this annuity has surrender charges on withdrawals beginning at _____% and declines over _____ years (or in the case of a multi-year guarantee annuity has a surrender charge free withdrawal window at the end of that period)? ☐ Yes ☐ No
16. After purchase of this annuity, will you have enough remaining liquid assets and other sources of income to cover any emergencies or contingencies such as sudden health care needs or increased living expenses?
☐ Yes ☐ No
17. Do you anticipate any adverse change in assets, living expenses, medical expenses, and/or income during the surrender period of this contract?
☐ Yes ☐ No
 (if yes, please explain): _____

Source of Funds

18. What is the source of funds for this annuity? (if more than one source, check all that apply and indicate amounts. For any liquid IRA, 401k, 403b, or other qualified plan, please indicate underlying vehicle.)

From Liquid Assets

- ☐ Cash or CDs
☐ Checking, Savings, Money Market
☐ Mutual Funds except class B
☐ Stocks & Bonds
☐ Fixed Annuities not subject to surrender charges
☐ Variable annuity not subject to surrender charges
☐ Life insurance cash value not subject to surrender charges

Liquid Source amounts \$ _____

From Other Sources

- ☐ Fixed annuity subject to surrender charges
☐ Variable annuity subject to surrender charges
☐ Life insurance cash value subject to surrender charges
☐ IRAs or other qualified plans (if under 59 ½)
☐ Class B Mutual Funds subject to surrender charges
☐ Lump Sum Pension distribution (defined benefit)
☐ Reverse Mortgage/ Home Equity loan
☐ Gift/Inheritance/Death claim proceeds

Other Source amounts \$ _____

19. Is the Source of Funds a life insurance or annuity policy? (if Yes, please answer a. and b. below)
- ☐ Yes ☐ No
- a. Have you replaced or exchanged any life or annuity contracts within the past 36 months (past 60 months if you reside in California or Minnesota)? ☐ Yes ☐ No
 If yes, describe details of past replacements (e.g. how long ago, whether they involved the same agent, whether they involved the same funds): _____
- b. Explain the basis for recommendation to replace or exchange an existing life or annuity policy and how this purchase - taking into account surrender costs and/or potential disadvantages – will result in a positive financial benefit for the applicant over the life of the annuity _____

20. Will you have to pay any surrender charge or penalty to withdraw funds from your current financial product (i.e., the source of funds for this annuity purchase)? ☐ Yes ☐ No

If yes, provide the name of the company and product, account value prior to surrender, dollar amount of surrender charge or penalty, and percentage of surrender charge or penalty. **Do not reduce the amount or percentage by any bonus earned on the proposed annuity and do not reduce the penalty by offsets such as positive MVAs (market value adjustments).** If applicable provide MVA amount separately and indicate positive or negative.

Company/Product/Year of Purchase	Account Value Prior to Surrender Charge or MVA	Surrender Charge Amt (\$)	Surrender Charge Amt (%)	MVA Amt (\$) (+/-)

Acknowledgements

- I understand an annuity is a long term contract that I should not plan to fully surrender before completion of the surrender charge period.
- I understand that my principal may be subject to a surrender charge if I surrender or partially surrender my contract before completion of the surrender charge period.
- I understand surrender charges may apply to withdrawals, withdrawals may be taxable and when made before age 59½, may result in tax penalties.
- I understand annuities that offer bonus features may have higher fees and charges, lower credited interest, and longer surrender charge periods than annuities that do not provide a bonus feature.
- (if replacement) I understand the benefits and costs of this replacement, including but not limited to surrender charges, possible loss of benefits, tax consequences, product features and enhancements, fees, and expenses. My Agent has provided a comparison of the benefits and restrictions of both contracts.
- I understand that I should contact my tax professional or attorney for any tax or legal advice.

DO NOT SIGN THIS FORM IF ANY ITEM IS LEFT BLANK. PLEASE CAREFULLY REVIEW THE FORM AND SIGN ATTESTING THAT THE INFORMATION IS TRUE AND CORRECT TO THE BEST OF YOUR KNOWLEDGE.

Owner/Applicant's signature

Date

Joint Owner/Applicant's signature

Date

Agent's Statement

I believe the purchase of this annuity contract is suitable after carefully reviewing the suitability information provided to me by the Owner(s). If applicable, I have discussed the advantages and disadvantages of any replacement or exchange of another annuity contract or life policy. I have reasonably informed the owner(s) of all important features of the annuity and proposed transaction.

To the best of my knowledge, the questions on this form have been answered truthfully and I have complied with Fidelity & Guaranty Life suitability requirements consistent with my contractual obligations.

Agent signature

Date

Agent's Printed Name and Producer Number

Buyer's Guide for Deferred Annuities- Fixed

Prepared by the

NAIC

National Association of Insurance Commissioners

The National Association of Insurance Commissioners is an association of state insurance regulatory officials.

This association helps the various insurance departments to coordinate insurance laws for the benefit of all consumers.

This guide does not endorse any company or policy.

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NAIC Buyer's Guide for Fixed Deferred Annuities

It's important that you understand how annuities can be different from each other so you can choose the type of annuity that's best for you. The purpose of this Buyer's Guide is to help you do that. This Buyer's Guide isn't meant to offer legal, financial or tax advice. You may want to consult independent advisors that specialize in these areas.

This Buyer's Guide is about fixed deferred annuities in general and some of their most common features. It's not about any particular annuity product. The annuity you select may have unique features this Guide doesn't describe. It's important for you to carefully read the material you're given or ask your annuity salesperson, especially if you're interested in a particular annuity or specific annuity features.

This Buyer's Guide includes questions you should ask the insurance company or the annuity salesperson (the agent, producer, broker, or advisor). Be sure you're satisfied with the answers before you buy an annuity.

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What Is an Annuity?

An annuity is a contract with an insurance company. All annuities have one feature in common, and it makes annuities different from other financial products. *With an annuity, the insurance company promises to pay you income on a regular basis for a period of time you choose—including the rest of your life.*

When Annuities Start to Make Income Payments

Some annuities begin paying income to you soon after you buy it (an immediate annuity). Others begin at some later date you choose (a **deferred** annuity).

How Deferred Annuities Are Alike

There are ways that *most* deferred annuities are alike.

- They have an **accumulation** period and a **payout** period. During the accumulation period, the value of your annuity changes based on the type of annuity. During the payout period, the annuity makes income payments to you.
- They offer a basic death benefit. If you die during the accumulation period, a deferred annuity with a basic death benefit pays some or all of the annuity's value to your survivors (called beneficiaries) either in one payment or multiple payments over time. The amount is usually the greater of the annuity account value or the minimum guaranteed surrender value. If you die after you begin to receive income payments (**annuitize**), your chosen survivors may not receive anything *unless*: 1) your annuity guarantees to pay out at least as much as you paid into the annuity, or 2) you chose a payout option that continues to make payments after your death. For an extra cost, you may be able to choose enhanced death benefits that increase the value of the basic death benefit.

Sources of Information

Contract: *The legal document between you and the insurance company that binds both of you to the terms of the agreement.*

Disclosure: *A document that describes the key features of your annuity, including what is guaranteed and what isn't, and your annuity's fees and charges. If you buy a variable annuity, you'll receive a prospectus that includes detailed information about investment objectives, risks, charges and expenses.*

Illustration: *A personalized document that shows how your annuity features might work. Ask what is guaranteed and what isn't and what assumptions were made to create the illustration.*

- You usually have to pay a charge (called a **surrender** or **withdrawal charge**) if you take some or all of your money out too early (usually before a set time period ends). Some annuities may not charge if you withdraw small amounts (for example, 10% or less of the account value) each year.
- Any money your annuity earns is **tax deferred**. That means you won't pay income tax on earnings until you take them out of the annuity.
- You can add features (called **riders**) to many annuities, usually at an extra cost.
- An annuity salesperson must be licensed by your state insurance department. A person selling a variable annuity also must be registered with FINRA¹ as a representative of a broker/dealer that's a FINRA member. In some states, the state securities department also must license a person selling a variable annuity.
- Insurance companies sell annuities. You want to buy from an insurance company that's financially sound. There are various ways you can research an insurance company's financial strength. You can visit the insurance company's website or ask your annuity salesperson for more information. You also can review an insurance company's rating from an independent rating agency. Four main firms currently rate insurance companies. They are A.M. Best Company, Standard and Poor's Corporation, Moody's Investors Service, and Fitch Ratings. Your insurance department may have more information about insurance companies. An easy way to find contact information for your insurance department is to visit www.naic.org and click on "**States and Jurisdictions Map.**"
- Insurance companies usually pay the annuity salesperson after the sale, but the payment doesn't reduce the amount you pay into the annuity. You can ask your salesperson how they earn money from the sale.

How Deferred Annuities Are Different

There are differences among deferred annuities. Some of the differences are:

- Whether you pay for the annuity with one or more than one payment (called a **premium**).
- The types and amounts of the **fees, charges, and adjustments**. While almost all annuities have *some* fees and charges that could reduce your account value, the

¹ FINRA (Financial Industry Regulatory Authority) regulates the companies and salespeople who sell variable annuities.

types and amounts can be different among annuities. ***Read the Fees, Charges, and Adjustments section in this Buyer's Guide for more information.***

- Whether the annuity is a **fixed** annuity or a **variable** annuity. How the value of an annuity changes is different depending on whether the annuity is fixed or variable.

Fixed annuities guarantee your money will earn at least a minimum interest rate. Fixed annuities may earn interest at a rate higher than the minimum but only the minimum rate is guaranteed. The insurance company sets the rates.

Fixed indexed annuities are a type of fixed annuity that earns interest based on changes in a market index, which measures how the market or part of the market performs. The interest rate is guaranteed to never be less than zero, even if the market goes down.

Variable annuities earn investment returns based on the performance of the investment portfolios, known as "subaccounts," where you choose to put your money. The return earned in a variable annuity isn't guaranteed. The value of the subaccounts you choose could go up or down. If they go up, you could make money. But, if the value of these subaccounts goes down, you could lose money. Also, income payments to you could be less than you expected.

- Some annuities offer a **premium bonus**, which usually is a lump sum amount the insurance company adds to your annuity when you buy it or when you add money. It's usually a set percentage of the amount you put into the annuity. Other annuities offer an **interest bonus**, which is an amount the insurance company adds to your annuity when you earn interest. It's usually a set percentage of the interest earned. You may not be able to withdraw some or all of your premium bonus for a set period of time. *Also, you could lose the bonus if you take some or all of the money out of your annuity within a set period of time.*

How Does the Value of a Deferred Annuity Change?

Fixed Annuities

Money in a fixed deferred annuity earns interest at a rate the insurer sets. The rate is **fixed** (won't change) for some period, usually a year. After that rate period ends, the insurance company will set another fixed interest rate for the next rate period. *That rate could be higher or lower than the earlier rate.*

Fixed deferred annuities *do* have a guaranteed minimum interest rate- the lowest rate the annuity can earn. It's stated in your contract and disclosure and can't change as long as you own the annuity. Ask about:

- The *initial interest* rate- What is the rate? How long until it will change?
- The *renewal interest* rate- When will it be announced? How will the insurance company tell you what the new rate will be?

Fixed Indexed Annuities

Money in a fixed indexed annuity earns interest based on changes in an index. Some indexes are measures of how the overall financial markets perform (such as the S&P 500 Index or Dow Jones Industrial Average) during a set period of time (called the **index term**). Others measure how a specific financial market performs (such as the NASDAQ) during the term. The insurance company uses a formula to determine how a change in the index affects the amount of interest to add to your annuity at the *end of each index term*. Once interest is added to your annuity for an index term, those earnings usually are locked in and changes in the index in the next index term don't affect them. If you take money from an indexed annuity before an index term ends, *the annuity may not add all of the index-linked interest for that term to your account.*

Fixed Deferred Indexed Formulas

Annual Point-to-Point- *Change in index calculated using two dates one year apart.*

Multi-Year Point-to-Point- *Change in index calculated using two dates more than one year apart.*

Monthly or Daily Averaging- *Change in the index calculated using multiple dates (one day of every month for monthly averaging, every day the market is open for daily averaging). The average of these values is compared with the index value at the start of the index term.*

Monthly Point-to-Point- *Change in index calculated for each month during the index term. Each monthly change is limited to the "cap rate" for positive changes, but not when the change is negative. At the end of the index term, all monthly changes (positive and negative) are added. If the result is positive, interest is added to the annuity. If the result is negative or zero, no interest (0%) is added.*

Insurance companies use different formulas to calculate the interest to add to your annuity. They look at changes in the index over a period of time. See the box "*Fixed Deferred Indexed Formulas*" that describes how changes in an index are used to calculate interest.

The formulas insurance companies use often mean that interest added to your annuity is based on only part of a change in an index over a set period of time. Participation rates, cap rates, and spread rates (sometimes called margin or asset fees) all are terms that describe ways the amount of interest added to your annuity may not reflect the full change in the index. But *if the*

index goes down over that period, zero interest is added to your annuity. Then your annuity value won't go down as long as you don't withdraw the money.

When you buy an indexed annuity, you aren't investing directly in the market or the index. Some indexed annuities offer you more than one index choice. Many indexed annuities also offer the choice to put part of your money in a fixed interest rate account, with a rate that won't change for a set period.

How Insurers Determine Indexed Interest

Participation Rate- *Determines how much of the increase in the index is used to calculate index-linked interest. A participation rate usually is for a set period. The period can be from one year to the entire term. Some companies guarantee the rate can never be lower (higher) than a set minimum (maximum). Participation rates are often less than 100%, particularly when there's no cap rate.*

Cap Rate- *Typically, the maximum rate of interest the annuity will earn during the index term. Some annuities guarantee that the cap rate will never be lower (higher) than a set minimum (maximum). Companies often use a cap rate, especially if the participation rate is 100%.*

Spread Rate- *A set percentage the insurer subtracts from any change in the index. Also called a "margin or asset fee." Companies may use this instead of or in addition to a participation or cap rate.*

What Other Information Should You Consider?

Fees, Charges, and Adjustments

Fees and charges reduce the value of your annuity. They help cover the insurer's costs to sell and manage the annuity and pay benefits. The insurer may subtract these costs directly from your annuity's value. Most annuities have fees and charges but they can be different for different annuities. Read the contract and disclosure or prospectus carefully and ask the annuity salesperson to describe these costs.

A **surrender** or **withdrawal charge** is a charge if you take part or all of the money out of your annuity during a set period of time. The charge is a percentage of the amount you take out of the annuity. The percentage usually goes down each year until the surrender charge period ends. Look at the contract and the disclosure or prospectus for details about the charge. Also look for any waivers for events (such as a death) or the right to take out a small amount (usually up to 10%) each year without paying the charge. If you take all of your money out of an annuity, you've surrendered it and no longer have any right to future income payments.

Some annuities have a **Market Value Adjustment (MVA)**. An MVA could increase or decrease your annuity's account value, cash surrender value, and/or death benefit value if you withdraw money from your account. In general, if interest rates are lower when you withdraw money than they were when you bought the annuity, the MVA could increase the amount you could take from your annuity. If interest rates are higher than when you bought the annuity, the MVA

could reduce the amount you could take from your annuity. Every MVA calculation is different. Check your contract and disclosure or prospectus for details.

Annuity Fees and Charges

Contract Fee- *A flat dollar amount or percentage charges once or annually.*

Percentage of purchase payment- *A front-end sales load or other charge deducted from each premium paid. The percentage may vary over time.*

Premium tax- *A tax some states charge on annuities. The insurer may subtract the amount of the tax when you pay your premium, when you withdraw your contract value, when you start to receive income payments, or when it pays a death benefit to your beneficiary.*

Transaction fee- *A charge for certain transactions, such as transfers or withdrawals.*

How Annuities Make Payments

Annuitize

At some future time, you can choose to annuitize your annuity and start to receive guaranteed fixed income payments for life or a period of time you choose. After payments begin, you can't take any other money out of the annuity. You also usually can't change the amount of your payments. For more information, see "*Payout Options*" in this Buyer's Guide. If you die before the payment period ends, your survivors may not receive any payments, depending on the payout option you choose.

Full Withdrawal

You can withdraw the cash surrender value of the annuity in a lump sum payment and end your annuity. *You'll likely pay a charge to do this if it's during the surrender charge period.* If you withdraw your annuity's cash surrender value, your annuity is cancelled. Once that happens, you can't start or continue to receive regular income payments from the annuity.

Partial Withdrawal

You may be able to withdraw *some* of the money from the annuity's cash surrender value without ending the annuity. Most annuities with surrender charges let you take out a certain amount (usually up to 10%) each year without paying surrender charges on that amount. Check your contract and disclosure or prospectus. Ask your annuity salesperson about other ways you can take money from the annuity without paying charges.

Living Benefits for Fixed Annuities

Some fixed annuities, especially fixed indexed annuities, offer a **guaranteed living benefits** rider, usually at an extra cost. A common type is called a guaranteed lifetime withdrawal benefit that guarantees to make income payments you can't outlive. While you get payments, the money still in your annuity continues to earn interest. You can choose to stop and restart the payments or you might be able to take extra money from your annuity. Even if the payments reduce the annuity's value to zero at some point, you'll continue to get payments for the rest of your life. If you die while receiving payments, your survivors may get some or all of the money left in your annuity.

Payout Options

You'll have a choice about how to receive income payments. These choices usually include:

- For your lifetime
- For the longer of your lifetime or your spouse's lifetime
- For a set time period
- For the longer of your lifetime or a set time period

How Annuities Are Taxed

Ask a tax professional about your individual situation. The information below is general and should not be considered tax advice.

Current federal law gives annuities special tax treatment. Income tax on annuities is deferred. That means you aren't taxed on any interest or investment returns while your money is in the annuity. This isn't the same as tax-free. You'll pay ordinary income tax when you take a withdrawal, receive an income stream, or receive each annuity payment. When you die, your survivors will typically owe income taxes on any death benefit they receive from an annuity.

There are other ways to save that offer tax advantages, including Individual Retirement Accounts (IRAs). You can buy an annuity to fund an IRA, *but you also can fund your IRA other ways and get the same tax advantages*. When you take a withdrawal or receive payments, you'll pay ordinary income tax on all of the money you receive (not just the interest or the investment return). You also may have to pay a 10% tax penalty if you withdraw money before you're age 59 ½.

Finding an Annuity That's Right for You

An annuity salesperson who suggests an annuity must choose one that they think is right for you, based on information from you. They need complete information about your life and financial situation to make a suitable recommendation. Expect a salesperson to ask about your age; your financial situation (assets, debts, income, tax status, how you plan to pay for the annuity); your tolerance for risk; your financial objectives and experience; your family circumstances; and how you plan to use the annuity. If you aren't comfortable with the annuity,

ask your annuity salesperson to explain why they recommended it. Don't buy an annuity you don't understand or that doesn't seem right for you.

Within each annuity, the insurer *may* guarantee some values but not others. Some guarantees may be only for a year or less while others could be longer. Ask about risks and decide if you can accept them. For example, it's possible you won't get all of your money back or the return on your annuity may be lower than you expected. It's also possible you won't be able to withdraw money you need from your annuity without paying fees or the annuity payments may not be as much as you need to reach your goals. These risks vary with the type of annuity you buy. All product guarantees depend on the insurance company's financial strength and claims-paying ability.

Questions You Should Ask

- Do I understand the risks of an annuity? Am I comfortable with them?
- How will this annuity help me meet my overall financial objectives and time horizon?
- Will I use the annuity for a long-term goal such as retirement? If so, how could I achieve that goal if the income from the annuity isn't as much as I expected it to be?
- What features and benefits in the annuity, other than tax deferral, make it appropriate for me?
- Does my annuity offer a guaranteed minimum interest rate? If so, what is it?
- If the annuity includes riders, do I understand how they work?
- Am I taking full advantage of all of my other tax-deferred opportunities, such as 401(k)s, 403(b)s, and IRAs?
- Do I understand all of the annuity's fees, charges, and adjustments?
- Is there a limit on how much I can take out of my annuity each year without paying a surrender charge? Is there a limit on the total amount I can withdraw during the surrender charge period?
- Do I intend to keep my money in the annuity long enough to avoid paying any surrender charges?
- Have I consulted a tax advisor and/or considered how buying an annuity will affect my tax liability?
- How do I make sure my chosen survivors (beneficiaries) will receive any payment from my annuity if I die?

If you don't know the answers or have other questions, ask your annuity salesperson for help.

When You Receive Your Annuity Contract

When you receive your annuity contract, carefully review it. Be sure it matches your understanding. Also, read the disclosure or prospectus and other materials from the insurance company. Ask your annuity salesperson to explain anything you don't understand. In many

states, a law gives you a set number of days (usually 10 to 30 days) to change your mind about buying an annuity after you receive it. This often is called a free look or right to return period. Your contract and disclosure or prospectus should prominently state your free look period. If you decide during that time that you don't want the annuity, you can contact the insurance company and return the contract. Depending on the state, you'll either get back all of your money or your current account value.