

Annuity Application

Fidelity & Guaranty Life Insurance Company of New York
Home Office: New York, New York

FGNY Index-Choice 10

Owner(s)

Name: _____
SSN or TAX ID: _____
 Male Female Birth Date: _____
Address: _____
Phone No.: () _____

Joint Owner (if any): _____
SSN or TAX ID: _____
 Male Female Birth Date: _____
Address: _____
Phone No.: () _____
Relationship to Owner: _____

Annuitant(s) (if other than Owner)

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

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

Beneficiary

Primary Contingent Name: _____ SSN: _____
Primary Contingent Name: _____ SSN: _____

Plan

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

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 or 90-24 Transfer, attach applicable forms. Transfer /Exchange Amount: \$ _____
Policy/Certificate No.: _____ Company: _____

Premium/Option

Make check payable to Fidelity & Guaranty Life Insurance Company of New York.

1 Year S&P 500 Index – Monthly Point-to-Point	_____ % of premium	Initial Premium Paid:
1 Year S&P 500 Index – Monthly Averaging	_____ % of premium	(premium paid with application)
1 Year S&P 500 Index – Annual Point-to-Point	_____ % of premium	\$ _____
Fixed Interest (transfers to and from this option are allowed once per year)	_____ % of premium	Minimum of \$2,000 per option. Whole percentages only.

(Note: Product includes 10 year surrender charges of 10,10,10,10,10, 10, 8, 6, 4, 2% and 7 year initial interest guarantee period) Must equal 100%.

Special Instructions

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 will form a part of any annuity issued; the annuity will not take effect until delivered to the Owner; and no agent can modify any annuity issued.

➔ Signed at _____ Date: _____
➔ Signature of Owner: _____
➔ Signature of Joint Owner: _____
➔ Signature of Annuitant: _____
➔ Signature of Joint Annuitant: _____

Agent Use Only: 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.

Agent's Signature: _____ Date: _____
Print Agent's Name: _____ Fidelity & Guaranty Life of New York Agent #: _____
Agent's Phone No.: () _____ Agent's Fax No.: _____ Agent's Email Address: _____

FGNY Index-Choice 10 – Statement of Understanding

INSURER: FIDELITY & GUARANTY LIFE INSURANCE COMPANY OF NEW YORK

Thank you for your interest in the FGNY Index-Choice 10 annuity from Fidelity & Guaranty Life Insurance Company of New York (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 FGNY Index-Choice 10 annuity?

FGNY Index-Choice 10 is a Flexible Premium Fixed Indexed Deferred Annuity. The policy is primarily intended for customers seeking a long-term retirement savings vehicle. You may deposit premium (the amount of money you pay into the policy) at any time prior to the Annuity Date (the date you must begin receiving annuity payments). Your initial premium (the amount of money you initially pay) must be at least \$10,000 and any additional premium (the amount of money you may add prior to the Annuity Date) must be at least \$2,000 and may not exceed \$1,000,000.

When will my annuity be issued?

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

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

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

How much interest will be credited to my policy?

- **Account Value / Total Account Value**

Your policy has an account value which equals the sum of the fixed interest option and equity index option account values. These options are discussed below. The total account value is the sum of all the option account values.

Each Equity Index Option Account Value equals all premiums allocated thereto, plus any index credits; plus any interest credits for any amount withdrawn between policy anniversaries; plus any additional interest credited; plus account value reallocated from other options; less any amounts previously withdrawn, less surrender charges (explained below) thereon; less account value reallocated to other options.

The Fixed Interest Option Account Value equals all premiums allocated thereto, plus any interest credited; plus any additional interest credited; plus account value reallocated from other options; less any amounts previously withdrawn, less surrender charges (explained below) thereon; less account value reallocated to other options.

The option account values either grow based on the fixed interest option or potentially grow based on the equity index options explained below plus any additional interest credited when your contract is issued. You

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INSURER: FIDELITY & GUARANTY LIFE INSURANCE COMPANY OF NEW YORK

may choose any one or combination of them subject to the policy's reallocation provisions. You may only reallocate values among options once a policy year. Reallocations are effective on the next policy anniversary. For all of the interest options, you must notify us of any reallocation at least 30 days prior to the policy anniversary. After the initial premium, any additional premium will be automatically allocated to the fixed interest option account value.

The option account values are reduced by withdrawals of any type and any surrender charges thereon.

- **Fixed Interest Option**

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

- **One-Year Annual Point-to-Point With A Cap Equity Index Option (S&P 500 Index)**

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

We determine the index percentage change by subtracting the index value at the beginning of the index crediting period from the index value at the end of the index crediting period and then divide that value by the index value at the beginning of the index crediting period and then the result is subject to the applicable cap rate. The annual cap rate will never be less than 3.00% for this option. If the index percentage change is zero or negative, the Guaranteed Minimum Effective Annual Interest Rate is added. If the index percentage change limited by the annual cap is positive, this capped percentage is multiplied by the option's account value to determine the equity index credits. The equity index credits pursuant to this option will never be less than zero.

- **One-Year Monthly Point-to-Point With A Cap Equity Index Option (S&P 500 Index)**

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

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

If the sum of the 12 monthly percentage changes is zero or negative, the Guaranteed Minimum Effective Annual Interest Rate will be added. If the sum of the 12 monthly percentage changes is positive this result will be multiplied by the option's account value to determine the amount of equity index credited. Equity index credits will never be less than zero.

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- **One-Year Monthly Average With A Cap Equity Indexed Option (S&P 500 Index)**

Any equity index credits for this option are calculated and credited only on an index crediting date by using a formula that takes into account the average of 12 months of monthly values of the S&P 500® Index during a 1-year index crediting period. The index values are captured at one month intervals from the end of the first month of the 1-year index crediting period to the end of the last month of the 1-year index crediting period. The monthly average is the sum of these monthly index values divided by 12. The cap rate is declared prior to each index crediting period.

The index percentage change equals the monthly average minus the index value on the first day of the 1-year index crediting period, divided by the index value on the first day of 1-year index crediting period. If the index percentage change limited by the annual cap rate is positive, that value is multiplied by the option's account value to determine the amount of equity index credited. If that value is zero or negative, the Guaranteed Minimum Effective Annual Interest Rate will be added.

The annual cap rate for this option will never be less than 3.00%. Equity Index credits will never be less than zero.

Does my policy have a premium bonus?

Yes, you will receive a premium bonus (additional interest) of 2% of your initial premium paid that is eligible to earn interest immediately.

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

Yes, FGNY Index-Choice 10 provides access to the value of your policy in several ways. However, any values accessed during the first ten policy years may also be subject to a surrender charge.

- **Partial Surrender Without Surrender Charges**

Surrender charges will not apply to any penalty free withdrawal amounts, required minimum distributions, or any payments received under the Waiver of Surrender Charges provision of your policy (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.

In the first policy year, all withdrawals will be subject to a surrender charge. After the first policy year, and prior to the end of the tenth policy year, up to 10% of the premiums paid is available without a surrender charge. If you withdraw less than the penalty free withdrawal amount in any policy year, your penalty free withdrawal amount in future policy years will not be increased. No surrender charge will apply after the end of the 10th policy year.

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

Penalty free withdrawal benefits under the Waiver of Surrender Charges

Surrender charges do not apply when:

If you (as owner) meet all the conditions stated below and you become terminally ill (the owner has an illness or physical condition that results in having a life expectancy of 12 months or less), you may withdraw all or part of your account value without application of a surrender charge. You qualify for this benefit if:

- The Terminal Illness is diagnosed at least 1 year after the policy's date of issue; and

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- 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.

If you (as owner) meet all the conditions stated below and you become confined to a nursing home 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;
- The surrender is made while you are confined; and
- Written proof of confinement is received at our home office.

There is no additional charge for the Waiver of Surrender Charge benefit.

What is the death benefit?

If the owner dies before the Annuity Date, the ownership of the policy passes to the person(s) living on the date of your death 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 owners death except that a non-spouse may elect to begin receiving payments with respect to his or her proportionate share within 1 year from the date of the death provided such payments are distributed over the life or a period not to exceed the life expectancy of such person. No surrender charge will be deducted. The surrender value will equal the account value.

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

If the spouse of the first owner to die is a surviving owner and designated beneficiary of the policy they may elect to continue the policy. Surrender charges will continue to apply. Additionally, no partial equity index credit calculation will occur.

If the annuitant dies before the Annuity Date, no distribution is required nor will any death benefit be paid unless the deceased annuitant is also an Owner, in which case the above information would apply.

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.

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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. 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.

Surrender Charge Schedule

End of Policy Year	1	2	3	4	5	6	7	8	9	10	11
Percentage	10%	10%	10%	9%	8%	7%	6%	5%	4%	2%	0%

If you surrender the policy before the end of the 10th policy year, you may receive less than your premium.

The following chart shows hypothetical surrender charges to demonstrate sample surrender charges for the FGNY Index-Choice 10 product.

Policy Year	Hypothetical Account Value	Penalty Free Withdrawal	Surrender Charge Percentage*	Surrender Charge	Account Value less Surrender Charge	Surrender Value
1	100,000	0	12%	12,000	88,000	88,000
5	104,000	10,000	8%	7,520	96,480	96,480
10	110,000	11,000	3%	2,970	107,030	107,030
20	150,000	150,000	0%	0	150,000	150,000

*Surrender Charge Percentages are based on a hypothetical Surrender Charge Schedule. Refer to your contract for the surrender charge percentage applicable each policy year.

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.

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What is the role of the insurance producer and how is the insurance producer compensated?

By way of general overview, the insurance producer is licensed by the State of New York and may be appointed by several different insurance companies, in addition to the Company. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction typically involves one or more of these activities.

Compensation will be paid to the producer based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract(s) and the insurer(s) the purchaser selects. In some cases, other factors such as the volume of business a producer provides to an insurer or the profitability of insurance contracts a producer provides to an insurer also may affect compensation.

For this annuity Policy, the insurance producer earns a commission from the Company. In addition to the commission paid to the insurance producer, override commissions or compensation will also be paid to agencies and/or independent marketing organizations (IMOs), which assist in the recruiting and training of selling producers. All commission or compensation will be paid by the Company, agency and/or IMO and will not be deducted from the premium paid for the Policy. In addition to such compensation and commissions, the Company, agency and/or IMO may provide education, training or other services including but not limited to meals and entertainment events, as non-cash compensation to the insurance producer. The Company may also provide the same to the agency or IMO.

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).

You may obtain additional information about compensation expected to be received by the producer based in whole or in part on the sale of this Policy to you, and (if applicable) compensation expected to be received based in whole or in part on any alternative quotes presented to you by the producer, by requesting such information from the producer.

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 of New York 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 or recapture charges that may be incurred on the surrender of the existing policy.
- Tax-deferral offers no additional value if the annuity is used to fund a qualified plan, such as an IRA or 401k and may not be available if the owner of the annuity is not a natural person such as a corporation or certain types of trusts.
- It is within the Company's sole discretion to set the interest rates and cap rates for this annuity, subject to any minimum or maximum guarantees contained in the policy.

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- Withdrawals in excess of the penalty free withdrawal amount may be subject to surrender charges.
- Past performance of a market index is not an indication of future performance.
- The Company's insurance producer may not make any statements that differ from what is stated in this disclosure form or the applicable product brochure. No promises or assurances have been made about the future values of any non-guaranteed elements of the annuity.
- This policy may be returned within the free look period (of no less than 10 days after you receive it) for an unconditional refund if you are dissatisfied with the policy for any reason.

TERMS OF YOUR ANNUITY POLICY

- **Guaranteed Minimum Effective Annual Interest Rate:** For the account value, the interest rate is set at issue, guaranteed for until the Annuity Date and is guaranteed never to be less than 1.00%.
- **Surrender Charge:** Your annuity is subject to a surrender charge during the first 10 policy years. A surrender charge is the cost you incur on an amount surrendered or withdrawn that exceeds the penalty free withdrawal amount available under your annuity. The surrender charge is described in your annuity and summarized above under the heading "What if I decide to surrender (cancel) my policy?" The surrender charge is applied at the time of the surrender or withdrawal and is calculated by multiplying the applicable percentage shown in the table in the surrender charge section by the amount withdrawn in excess of the penalty free withdrawal amount.

Disclosures:

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

FGNY Index-Choice 10 – Statement of Understanding

INSURER: FIDELITY & GUARANTY LIFE INSURANCE COMPANY OF NEW YORK

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.

FGNY Index-Choice 10 – Statement of Understanding

INSURER: FIDELITY & GUARANTY LIFE INSURANCE COMPANY OF NEW YORK

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 FGNY Index-Choice 10 product brochure. I further understand that I have applied for a Flexible Premium Fixed Indexed Deferred Annuity. In doing so, I have discussed my financial status, tax status, current insurance products and investments (including my financial objectives) with my agent and believe this annuity will assist me in meeting my current financial needs and objectives. I also confirm that I have not been diagnosed with a Terminal Illness.

PLEASE CHECK TO INDICATE one of these 2 statements:

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

Owner/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 FGNY Index-Choice 10 product brochure with the applicant. I certify that a copy of this disclosure form, the FGNY Index-Choice 10 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 FGNY Index-Choice 10 Product Training and understand the equity index annuity features and limitations.

Producer Name (Please print) _____ Producer Number _____

Producer Signature _____

Business Address _____ City, State, Zip _____

FGNY Index-Choice 10 – Statement of Understanding

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PLEASE CHECK TO INDICATE one of these 2 statements:

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

Owner/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 _____

DEPARTMENT OF FINANCIAL SERVICES OF THE STATE OF NEW YORK

DISCLOSURE STATEMENT

INSURER: FIDELITY & GUARANTY LIFE INSURANCE COMPANY OF NEW YORK

IMPORTANT - IT MAY NOT BE IN YOUR BEST INTEREST TO SURRENDER, LAPSE, CHANGE OR BORROW FROM EXISTING LIFE INSURANCE POLICIES OR ANNUITY CONTRACTS IN CONNECTION WITH THE PURCHASE OF A NEW LIFE INSURANCE POLICY OR ANNUITY CONTRACT WHETHER ISSUED BY THE SAME OR A DIFFERENT INSURANCE COMPANY.

- THIS DISCLOSURE STATEMENT IS REQUIRED TO BE PROVIDED TO YOU NO LATER THAN UPON DELIVERY OF THE NEW POLICY OR CONTRACT. PLEASE REVIEW THIS DOCUMENT CAREFULLY AS IT CONTAINS IMPORTANT INFORMATION COMPARING YOUR EXISTING POLICY OR CONTRACT TO THE NEW POLICY OR CONTRACT.
- **IMPORTANT 60 DAY REFUND PERIOD:**
WITHIN 60 DAYS FROM THE DATE OF DELIVERY OF YOUR NEW LIFE INSURANCE POLICY OR ANNUITY CONTRACT, YOU HAVE THE RIGHT TO RETURN IT AND RECEIVE A REFUND, IF YOU ARE NOT SATISFIED WITH THE NEW POLICY OR CONTRACT. FOR FURTHER DETAILS ON THE TERMS OF THE REFUND, SEE THE **IMPORTANT NOTICE FORM PROVIDED TO YOU WHEN YOU APPLIED FOR YOUR NEW POLICY OR CONTRACT.**
- PLEASE CONTACT THE COMPANY, AGENT OR BROKER IF YOU HAVE ANY QUESTIONS.

FOR YOUR PROTECTION, the Department of Financial Services of the State of New York requires that you be given the *IMPORTANT Notice Regarding Replacement or Change of Life Insurance Policies or Annuity Contracts* and the *Definition of Replacement* forms at the time you apply for your coverage. This *Disclosure Statement*, which contains information on all proposed and existing coverage affected, may be provided to you at the time you apply for your coverage or at a later date, *but* no later than at the time of policy or contract delivery

Name of Applicant(s) _____ Telephone Number _____

Address _____

Name of Agent or Broker _____ Telephone Number _____

Company _____ Address _____

The information on existing coverage on this form was obtained from:

- The following replaced company(ies): _____
- Approximations, if the following replaced company(ies) failed to provide information in the prescribed time: _____

DEPARTMENT OF FINANCIAL SERVICES OF THE STATE OF NEW YORK
DISCLOSURE STATEMENT (Continued)

INSURER: FIDELITY & GUARANTY LIFE INSURANCE COMPANY OF NEW YORK

1. **DESCRIPTION OF TRANSACTION:**

Proposed Policy/Contract	Existing Policies/ Contracts Affected		
	1	2	3
	As of	As of	As of
Company Name			
Customer Service Phone number			
Contract number	#	#	#
Issue Date			
Type of Insurance			
\$ Base policy Face Amount	\$	\$	\$
Rider			
Rider			
Rider			
Rider			
Rider			
\$ Total Annualized Premium	\$	\$	\$
N/A Current Surrender Charge	\$	\$	\$
% Guaranteed Interest Rate	%	%	%
% Current Loan Interest Rate	%	%	%
Current Loan Balance			
Contestable Expiry Date			
Suicide Expiry Date			
Existing coverage to be changed by:			
Lapse or Surrender	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Amendment or Reissue	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Loan or Withdrawal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Death Benefit Reduction to	\$	\$	\$
Reduced Paid-up for	\$	\$	\$
Extended Term to			
Other			
Cash released by change	\$	\$	\$

Use of cash released: _____

DEPARTMENT OF FINANCIAL SERVICES OF THE STATE OF NEW YORK
DISCLOSURE STATEMENT (Continued)

INSURER: FIDELITY & GUARANTY LIFE INSURANCE COMPANY OF NEW YORK

2. SUMMARY RESULT COMPARISON:

Proposed With Existing Coverage Changed

Existing Coverage Unchanged

Guaranteed	Non-Guaranteed		Guaranteed	Non-Guaranteed
\$	\$	Annualized Premium Current Year	\$	\$
\$	\$	5 years Hence	\$	\$
\$	\$	10 years Hence	\$	\$
\$	\$	Surrender Value End of 1 st year	\$	\$
\$	\$	5 years Hence	\$	\$
\$	\$	10 years Hence	\$	\$
\$	\$	Death Benefit End of 1 st Year	\$	\$
\$	\$	5 years Hence	\$	\$
\$	\$	10 years Hence	\$	\$
-----	\$	Dividends End of 1 st Year	-----	\$
-----	\$	5 years Hence	-----	\$
-----	\$	10 years Hence	-----	\$

AGENT/BROKER'S STATEMENT:

1. The primary reason(s) for recommending the new life insurance policy or annuity contract is (are):

2. The existing life insurance policy or annuity contract cannot meet the applicant's objectives because:

3. The advantages of continuing the existing life insurance policy or annuity contract without changes are:

DEPARTMENT OF FINANCIAL SERVICES OF THE STATE OF NEW YORK
DISCLOSURE STATEMENT (Continued)

INSURER: **FIDELITY & GUARANTY LIFE INSURANCE COMPANY OF NEW YORK**

REMARKS _____

- The sales material cited on the attached list was used in this sale.
- No sales material, other than the attached proposal, was used in this sale.
- No sales material or proposal was used in this sale.

If sales material and/or a proposal was used in this transaction, such material and/or proposal, or a list of such information used in the sale of the proposed life insurance policy or annuity contract, must accompany the submission of this form to the replacing insurer. Copies of the sales materials, and any proposals, must also be given to the applicant.

If more than three existing life insurance policies or annuity contracts are to be affected by this transaction or if more than one new life insurance policy or annuity contract is proposed, Section 1 of this Disclosure Statement must be completed for such additional life insurance policies and annuity contracts. In addition, a composite comparison shall be completed of all existing life insurance policies or annuity contracts to all proposed life insurance policies or annuity contracts.

I have personally completed this form and certify that it is correct to the best of my knowledge and ability.

Signature of Agent or Broker

Date

I hereby acknowledge that I received and read the above Disclosure Statement.

Signature of Applicant

Date

Signature of Applicant

Date

Department of Financial Services of the State of New York

Annuity Disclosure Statement

INSURER: FIDELITY & GUARANTY LIFE INSURANCE COMPANY OF NEW YORK

IMPORTANT - IT MAY **NOT** BE IN YOUR BEST INTEREST TO SURRENDER, LAPSE, CHANGE OR BORROW FROM EXISTING ANNUITY CONTRACTS IN CONNECTION WITH THE PURCHASE OF A NEW ANNUITY CONTRACT, WHETHER ISSUED BY THE SAME OR A DIFFERENT INSURANCE COMPANY.

- THIS DISCLOSURE STATEMENT IS REQUIRED TO BE PROVIDED TO YOU BY NO LATER THAN DELIVERY OF THE NEW ANNUITY CONTRACT. PLEASE REVIEW THIS DOCUMENT CAREFULLY, AS IT CONTAINS IMPORTANT INFORMATION COMPARING YOUR EXISTING CONTRACT TO THE NEW CONTRACT.

- **IMPORTANT 60 DAY REFUND PERIOD:**

WITHIN 60 DAYS FROM THE DATE OF DELIVERY OF YOUR NEW ANNUITY CONTRACT, YOU HAVE THE RIGHT TO RETURN IT AND RECEIVE A REFUND IF YOU ARE NOT SATISFIED WITH THE NEW CONTRACT. FOR FURTHER DETAILS ON THE TERMS OF THE REFUND, SEE THE IMPORTANT NOTICE FORM PROVIDED TO YOU WHEN YOU APPLIED FOR YOUR NEW CONTRACT.

- PLEASE CONTACT THE COMPANY, AGENT OR BROKER IF YOU HAVE ANY QUESTIONS.

FOR YOUR PROTECTION, the Department of Financial Services of the State of New York requires that you be given the IMPORTANT Notice Regarding Replacement or Change of Life Insurance Policies or Annuity Contracts and the Definition of Replacement forms at the time you apply for your coverage. This Disclosure Statement, which contains information on all proposed and existing coverage affected, may be provided to you at the time you apply for your coverage or at a later date, but no later than at the time of contract delivery.

Name of Applicant(s) _____ Telephone Number _____

Address _____

Name of Agent or Broker _____ Telephone Number _____

Company _____ Address _____

The information on existing coverage on this form was obtained from:

The following replaced company(ies): _____

Approximations, if the following replaced company(ies) failed to provide information in the prescribed time: _____

Department of Financial Services of the State of New York

Annuity Disclosure Statement

INSURER: FIDELITY & GUARANTY LIFE INSURANCE COMPANY OF NEW YORK

1. DESCRIPTION OF TRANSACTION:

The Proposed Annuity Contract

Existing Annuity Contracts Affected

		(1)	(2)	(3)
1.	Company Name			
2.	Customer Service Phone No.			
3.	XXXXXXXX Annuity Contract No.			
4.	Type of Annuity			
5.	XXXXXXXX Annuity Issue Date			
6.	Current Crediting Rate (if applicable)	%	%	%
7.	Guaranteed Crediting Rate (if applicable)	%	%	%
8.	\$ Account Value	\$	\$	\$
		As of Date ()	As of Date ()	As of Date ()
9.	Minus Surrender Charge (if Any) ¹	\$	\$	\$
10.	Plus/Minus Market Value Adjustment (if Any)	\$	\$	\$
11.	N/A Equals Surrender Value	\$	\$	\$

Additional Information:	
IRS Plan Type (Check Box)	Product Name (Select One)
<input type="checkbox"/> Qualified or	<input type="checkbox"/> _____
<input type="checkbox"/> Non-Qualified	<input type="checkbox"/> _____

Department of Financial Services of the State of New York

Annuity Disclosure Statement

INSURER: FIDELITY & GUARANTY LIFE INSURANCE COMPANY OF NEW YORK

2. Summary Result Comparison:²

The Proposed Annuity

1. Surrender Value to be invested \$:
Hypothetical Rates Of Return

If You Continue Your Existing Annuity(ies)³

2. Current Value \$:
Hypothetical Rates Of Return

If Fixed Annuity		If Variable Annuity ⁴				If Fixed Annuity		If Variable Annuity ⁵		
At Guaranteed Rate	At Current Rate***	@0%	@6%	@12%		At Guaranteed Rate	At Current Rate***	@0%	@6%	@12%
\$	\$	\$	\$	\$	Surrender Value	\$	\$	\$	\$	\$
3. \$	\$	\$	\$	\$	In 1 Years	\$	\$	\$	\$	\$
4. \$	\$	\$	\$	\$	In 3 Years	\$	\$	\$	\$	\$
5. \$	\$	\$	\$	\$	In 5 Years	\$	\$	\$	\$	\$
6. \$	\$	\$	\$	\$	In 10 Years	\$	\$	\$	\$	\$
Death Benefit										
7. \$	\$	\$	\$	\$	In 1 Years	\$	\$	\$	\$	\$
8. \$	\$	\$	\$	\$	In 3 Years	\$	\$	\$	\$	\$
9. \$	\$	\$	\$	\$	In 5 Years	\$	\$	\$	\$	\$
10. \$	\$	\$	\$	\$	In 10 Years	\$	\$	\$	\$	\$

Department of Financial Services of the State of New York

Annuity Disclosure Statement

INSURER: **FIDELITY & GUARANTY LIFE INSURANCE COMPANY OF NEW YORK**

1. The primary reason(s) for recommending the new annuity contract is (are):

2. The existing annuity contract cannot meet the applicant's objectives because:

3. The advantages of continuing the existing annuity contract without changes are:

4. The surrender charge, if my client replaces his or her existing annuity contract, is _____% or \$_____.

5. The new annuity my client is applying for imposes a new surrender charge as follows:
(Describe percentage rate of surrender charge for each year in which a surrender charge is imposed.)

Year: 1 2 3 4 5 6 7 _____ _____ _____ _____ %

Explain, if necessary: _____

Remarks: _____

- The sales material cited on the attached list was used in this sale.
- No sales material, other than the attached proposal, was used in this sale.
- No sales material or proposal was used in this sale.

Department of Financial Services of the State of New York

Annuity Disclosure Statement

INSURER: FIDELITY & GUARANTY LIFE INSURANCE COMPANY OF NEW YORK

If sales material and/or a proposal was used in this transaction, such material and/or proposal, or a list of such information used in the sale of the proposed annuity contract, must accompany the submission of this form to the replacing insurer. Copies of the sales materials, and any proposals, must also be given to the applicant.

If more than three existing annuity contracts are to be affected by this transaction or if more than one new annuity contract is proposed, Section 1 of this Disclosure Statement must be completed for such additional annuity contracts. In addition, a composite comparison of all existing annuity contracts to all proposed annuity contracts shall be completed.

I have personally completed this form and certify that it is correct to the best of my knowledge and ability.

Signature of Agent or Broker

Date

I hereby acknowledge that I received and read the above "Disclosure Statement."

Signature of applicant

Date

Signature of applicant

Date

¹ Surrender charge should include any administrative and cumulative rider charges included and should also be included in item 4 on p. 4 of this Statement.

² Calculations for both current and proposed policies are based on current values and do not include possible future additional deposits or withdrawals.

³ If more than one policy is being replaced, the figures shown reflect the aggregate total of the values for policies currently in force on the dates shown on page 2 of this Statement.

⁴ Note that the annual investment rates need to be reduced by management and other fund expenses and other contractual charges (other than surrender charge).

⁵ Since the fixed rate declared is subject to change at any time, the rate actually declared in effect on the date of issue may differ from the current rate indicated above, and the return received on the investment may differ from our current rate.

Important Disclosure

INSURER: FIDELITY & GUARANTY LIFE INSURANCE COMPANY OF NEW YORK

- I am selling/liquidating/surrendering/replacing/withdrawing some or all of my securities (including variable products, mutual funds, stocks, or bonds) and using the proceeds to purchase life insurance or annuities offered by Fidelity & Guaranty Life of New York Insurance Company. I acknowledge that neither Fidelity & Guaranty Life of New York nor its appointed agents recommended I sell/liquidate/surrender/replace/withdraw any securities or otherwise provided any investment advice related to my securities holdings. Any decision to sell/liquidate/surrender/replace/withdraw securities is a decision I made and carried out on my own.
- I understand that my Fidelity & Guaranty Life of New York appointed agent acts only as an insurance agent and is not licensed to sell securities or offer any investment advice regarding my securities holdings or portfolio.
- I acknowledge that my Fidelity & Guaranty Life of New York appointed agent advised me to consult with an investment advisor, securities licensed representative, or other qualified professional such as an accountant or attorney if I have any questions or concerns about selling/liquidating/surrendering/replacing/withdrawing my securities. I understand my Fidelity & Guaranty Life of New York appointed agent is not licensed or qualified to render any advice about purchasing, selling/liquidating/surrendering/replacing/withdrawing securities, including tax consequences and any possible related fees or charges associated with such securities transactions.

By checking off each of the above boxes and signing below, I acknowledge I have read and fully understand the information contained in this disclosure statement and have received a duplicate copy for my records.

Client Signature: _____

Print Name: _____

Date: _____



Suitability Acknowledgement Form New York Best Interest Supplement

Fidelity & Guaranty Life Insurance Company of New York

This supplement is required for all annuities applied for in the state of New York. The purpose is to assist in determining the annuity purchase is in the “best interest” of the Owner/Applicant as that term is used in New York Suitability and Best Interests Insurance Regulation 187. Any questions on this form concerning non-insurance products are general in nature and used only for these limited purposes. Applicants should seek information about any specific securities or other non-insurance products or services only from duly licensed professionals. Acknowledgements signed by the Owner/Applicant and Agent’s Statement of the Suitability Acknowledgement Form apply to any statements or representations made on this supplement.

Client Acknowledgements and Disclosures: References in this supplement to “You” mean the Owner(s)/Applicant(s) and references to “I” mean the Agent. For the applicable items below, please acknowledge each statement is true by checking “yes”.

1. You provided complete and accurate information on the Suitability Acknowledgement Form to enable your agent to make a recommendation that is suitable and in your best interest.	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. You believe this annuity will serve to further your insurance needs and financial objectives and is in your best interest.	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. Your agent informed you of the various features of the annuity as well as the advantages and disadvantages of purchasing this annuity.	<input type="checkbox"/> Yes <input type="checkbox"/> No
4. You accept there are non-guaranteed elements in the annuity including potential annual changes to interest rates and cap rates used to determine policy values and potential changes to annuity payout rates subject to minimum guaranteed rates stated in the policy.	<input type="checkbox"/> Yes <input type="checkbox"/> No
5. If this purchase is a replacement of another annuity or financial product, your agent explained the advantages and disadvantages of replacing the existing product with this annuity.	<input type="checkbox"/> Yes <input type="checkbox"/> No
6. You have the ability to meet the financial commitments under this annuity. This includes having sufficient liquidity to meet your ongoing expenses to avoid future withdrawals subject to surrender penalties under the annuity.	<input type="checkbox"/> Yes <input type="checkbox"/> No
7. Your agent informed you of his/her role in selling this annuity, how he/she is compensated for selling this annuity, that compensation may vary based on a number of factors, and you may request more information about the compensation paid to your agent for this annuity or any alternative annuities presented by your agent.	<input type="checkbox"/> Yes <input type="checkbox"/> No
8. You were informed of any limitations on the range or type of financial products offered and sold by your agent.	<input type="checkbox"/> Yes <input type="checkbox"/> No
9. You considered other products offered by your agent and together with your agent you decided this annuity is in your best interest compared to those other products.	<input type="checkbox"/> Yes <input type="checkbox"/> No



Suitability Acknowledgement Form New York Best Interest Supplement

Fidelity & Guaranty Life Insurance Company of New York

10. Please indicate why you chose to purchase this annuity over other kinds of products such as:

- certificates of deposit
- mutual funds
- stocks and bonds
- variable annuities
- fixed annuities

- You want upside potential based on participation in market index gains while still having protection against loss of principal.
- You already own some or all of those other kinds of products and want to diversify.
- You find managing some or all of those other kinds of products to be cumbersome or complex.
- You want to avoid fees such as: brokerage fees and transactional costs for stocks and bonds; sales loads and management fees for mutual funds; management fees, mortality and expense fees, and embedded mutual fund fees for variable annuities.
- You want the ability to get a lifetime stream of income.
- You want a death benefit or other annuity features.
- You did not consider other product options for these funds.
- Other (please specify): _____

Please note that at least one box must be checked.

11. You discussed with your agent all relevant suitability considerations, both favorable and unfavorable, that provide the basis for the recommendation. If this is a replacement, the basis for recommending replacement is separately described on the Suitability Acknowledgment Form.

- Yes
- No

Summary of the basis of recommendation (to be filled out by Agent and acknowledged by Applicant):

By signing this form, you acknowledge that the above information is truthful and accurate to the best of your knowledge.

Owner/Applicant Signature ¹ :	Date:
Joint Owner/Applicant Signature ¹ :	Date:



Suitability Acknowledgement Form New York Best Interest Supplement

Fidelity & Guaranty Life Insurance Company of New York

Agent Acknowledgements and Disclosures: With respect to this annuity application, I understand my responsibility and duty to comply with the requirements of New York Suitability and Best Interests Insurance Regulation 187 (herein the "Rule"). By initialing the following statements, I represent and attest to the following for this annuity application:

I have acted in the "best interest" of the applicant in making the recommendation to apply for this annuity as that term is explained and used in the Rule.	Initial:
The recommendation is based on my evaluation of relevant suitability information of the applicant and I exercised the care, skill, prudence, and diligence that a prudent person acting in like capacity familiar with such matters would use under same or similar circumstances.	Initial:
Only the interests of the applicant were considered in making the recommendation to apply for this annuity; the amount of commission or any other incentive or remuneration that I received or will receive did not influence the recommendation.	Initial:
This annuity is suitable as defined in the Rule for the applicant based on suitability information provided by the applicant and all products, services, and transactions available to me.	Initial:
I have a reasonable basis to believe the applicant has the financial ability to meet the financial commitments under the annuity.	Initial:
I have informed the applicant of various features of the annuity and potential consequences of the sales transaction, both favorable and unfavorable, including (as applicable) but not limited to surrender period/charges, equity-index features, availability of cash value, potential tax implications of various transactions under the policy, non-guaranteed elements, policy exclusions or restrictions, potential charges for and features of riders, limitations on interest returns, guaranteed interest rates, insurance and investment components, market risk, and any other relevant factors.	Initial:
I have a reasonable basis to believe the applicant will benefit from certain features of the annuity.	Initial:
I have a reasonable basis to believe at time of recommendation that the annuity as a whole, the strategies to which funds are allocated, and any riders are suitable for the applicant based on the applicant's suitability information.	Initial:
I have determined that the replacement, if applicable, is suitable while taking into consideration whether the applicant will incur a surrender charge, increased premium or fees, decreased coverage duration, decreased death benefit or income amount, be subject to the commencement of a new surrender period, lose existing benefits, be subject to tax implications if the applicant surrenders or borrows from the policy, be subject to increased fees, investment advisory fees, premium loads or charges for riders and similar product enhancements, benefit from policy enhancements and improvements, and had another policy replacement in particular within the preceding 36 months.	Initial:
I, at the time of recommendation, disclosed to the applicant in reasonable summary format all relevant suitability considerations and product information, both favorable and unfavorable, that provide the basis for my recommendation.	Initial:
I have documented the basis for my recommendation, including facts and analysis to support the recommendation, and will retain any documentation in addition to the Suitability Acknowledgement Form and Best Interest Supplement in accordance with my producer contract and the Rule.	Initial:



Suitability Acknowledgement Form New York Best Interest Supplement

Fidelity & Guaranty Life Insurance Company of New York

<p>I have provided the required compensation disclosure to the applicant in accordance with New York Regulation 194, including in particular (i) a description of my role in the sale, (ii) whether I will receive compensation from the selling insurer or other third party based in whole or in part on this annuity, (iii) that the compensation may vary depending on a number of factors, including if applicable the insurance contract and the insurer that the applicant selects, volume of business provided to the insurer or profitability of the insurance contracts provided to the insurer, and (iv) the applicant may obtain information about compensation expected to be received by me based in whole or in part on the sale and compensation expected to be received based in whole or in part on any alternative quotes presented by me by requesting such information from me. Additionally, if the applicant requested more information, I disclosed the nature, amount, and source of any compensation received based in whole or in part on sale of this annuity and any other information required by Regulation 194.</p>	<p>Initial:</p>
<p>I did not use a title or designation that I am not properly licensed or certified for during my interactions with the applicant regarding this annuity in accordance with the Rule.</p>	<p>Initial:</p>
<p>Prior to recommending this annuity, I disclosed to the applicant any limitations on the range and type of products that I offer and sell. If applicable, I provided to the applicant a written disclosure concerning the limited range of policies which has been approved by the New York Superintendent of Financial Services.</p>	<p>Initial:</p>
<p>To the best of my knowledge I have complied with all other aspects of the Rule.</p>	<p>Initial:</p>
<p>I have not previously attempted to place the funds being used to purchase this annuity in another annuity with another insurer that was declined for reasons pertaining to suitability or best interest. If the funds being used to purchase this annuity were subject to decline by another insurer, this item should not be initialed and an explanation should be provided here:</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>Initial:</p>

<p>Agent Signature¹:</p>	<p>Date:</p>
<p>Agent Signature¹:</p>	<p>Date:</p>

¹ NOTE: All producers who materially participated in the making of the recommendation and will receive compensation as a result of this annuity purchase, regardless of whether the producer has had any direct contact with the applicant, must initial and sign this form.

Regulation 60 Annuity Disclosure Statement Definitions and Completion Instructions

INSURER: FIDELITY & GUARANTY LIFE INSURANCE COMPANY OF NEW YORK

Part A

Name of Applicant(s) – Name of person(s) applying for coverage

Telephone # - Home telephone number of applicant(s)

Address(es) – Address of applicant(s)

Name of Agent or Broker – Name of agent or broker writing new coverage

Telephone # - Agent's or Broker's business telephone number

Agent's or Broker's Address – Agency business address, with Name of Agency or Company affiliation, if any.

Source of Information on Existing Coverage – If any information on existing coverage was received from one or more replaced company(ies), mark "X" in "the following replaced company(ies)" box and list the names of the company(ies) which provided the information. If any approximations were used because requested information was not provided by one or more replaced company(ies), mark "X" in the "approximations" box and list the names of the replaced company(ies) which did not provide the information.

Regulation 60 Annuity Disclosure Statement Definitions and Completion Instructions

INSURER: FIDELITY & GUARANTY LIFE INSURANCE COMPANY OF NEW YORK

Part B – Description of Transaction

Line 1: Company Name – Names of insurance companies for proposed and existing contracts

Line 2: Customer Service Phone No. - Customer service telephone numbers for proposed and existing contracts

Line 3: Annuity Contract No. – Blank for proposed contracts; contract numbers of existing contracts

Line 4: Type of Annuity – Type of deferred annuity, e.g., fixed only, variable only or combination fixed/variable, for proposed and existing contracts

Line 5: Annuity Issue Date – Blank for proposed contracts; issue date for existing contracts

Line 6: Current Crediting Rate (If Applicable) – Current crediting rates of proposed and existing fixed only annuity contracts

Line 7: Guaranteed Rate (If Applicable) – Minimum guaranteed crediting rates of proposed and existing fixed only annuity contracts

Line 8: Account Value:

Proposed Contract(s) - Sum total of the surrender values of the existing contracts shown on line 11

Existing Contract(s) - Current account value, before deduction of surrender charges, market value adjustments and other contractual deductions, as of date shown

As of Date – As of date values are shown for existing contract(s)

Line 9: Surrender Charge (If Any) – For existing contract(s), determine surrender charge as of date shown on line 8, including any applicable contractual charges, other than market value adjustments (MVA).

Line 10: Market Value Adjustment (If Any) – For existing contracts, determine MVA as of date shown on line 8. If surrender charge and MVA are not separately determinable, include the combined charges under the surrender charge category and note on the MVA line “included above”.

Line 11: Surrender Value – For existing contracts, determine surrender value by deducting the surrender charge and/or MVA from the account value.

Additional Information (optional) – Any additional information on proposed contract(s), such as IRS plan type, product trade name, etc., requested by the replacing insurer to identify the particular contract(s) being proposed

Regulation 60 Annuity Disclosure Statement Definitions and Completion Instructions

INSURER: FIDELITY & GUARANTY LIFE INSURANCE COMPANY OF NEW YORK

Part C – Summary Result Comparison

General Instructions – Assume **no** future deposits or withdrawals in determining illustrated values in this Part C. If more than one contract is being replaced and/or being proposed, determine the illustrated values in this Part C as the sum total of the values for the individual contracts on the dates shown in Part B.

Line 1: Surrender Value to Be Invested for Proposed Annuity – Determine the surrender value as the sum total of the surrender values of the existing contracts shown on line 11 of Part B.

Line 2: Current Value of Existing Annuity(ies) - Determine the current value as the sum total of the account values of the existing contracts shown on line 8 of Part B.

Lines 3-6: Surrender Value of Fixed Annuity – In the appropriate fixed annuity columns, determine the surrender value as the sum total of the cash surrender values of each of the proposed and the existing contracts at the end of 1, 3, 5 and 10 years after the date of the illustration.

At Guaranteed Rate – For a proposed fixed only annuity, accumulate “Surrender Value to be Invested” (line 1) using the current crediting rate (including the effect of bonuses, if applicable) until the end of the current crediting rate guarantee period, and the minimum guaranteed crediting rate thereafter. For the existing fixed only annuity(ies), accumulate “Current Value” (line 2) in a similar manner. Deduct surrender charge and/or market value adjustment, as appropriate.

At Current Rate – For a proposed fixed only annuity, accumulate “Surrender Value to be Invested” (line 1) using the current crediting rate (including the effect of bonuses, if applicable) until the end of the current crediting rate guarantee period, and the current one year term crediting rate thereafter. For the existing fixed only annuity(ies), accumulate “Current Value” (line 2) in a similar manner. Deduct surrender charge and/or market value adjustment, as appropriate.

Lines 3-6: Surrender Value of Variable Annuity – In the appropriate variable annuity columns, determine the surrender value as the sum total of the cash surrender values of each of the proposed and the existing contracts at the end of 1, 3, 5 and 10 years after the date of the illustration.

At 0%, 6%, 12% - For all fixed and /or variable investment division funds of a proposed combination fixed/variable or variable only annuity, accumulate “Surrender Value to be Invested” (line 1) at 0%, 6% and 12% annual investment rates. For all fixed and /or variable investment division funds of existing combination fixed/variable and variable only annuity(ies), accumulate “Current Value” (line 2) in a similar manner. Note that the annual investment rates need to be reduced by management and other fund expenses and other contractual charges (other than surrender charge). Deduct surrender charge and/or market value adjustment, as appropriate.

Lines 7-10: Death Benefit of Fixed Annuity – In the appropriate fixed annuity columns, determine the death benefit as the sum total of the death benefits of each of the proposed and the existing contracts at the end of 1, 3, 5 and 10 years after the date of the illustration. These values should reflect the effect of any minimum death benefit guarantees of the proposed and existing contracts.

At Guaranteed Rate – For a proposed fixed only annuity, accumulate “Surrender Value to be Invested” (line 1) using the current crediting rate (including the effect of bonuses, if applicable) until the end of the current crediting rate guarantee period, and the minimum guaranteed crediting rate thereafter. For the existing fixed only annuity(ies), accumulate “Current Value” (line 2) in a similar manner.

At Current Rate- For a proposed fixed only annuity, accumulate “Surrender Value to be Invested” (line 1) using the current crediting rate (including the effect of bonuses, if applicable) until the end of the current crediting rate guarantee period, and the current one year term crediting rate thereafter. For the existing fixed only annuity(ies), accumulate “Current Value” (line 2) in a similar manner.

Regulation 60 Annuity Disclosure Statement Definitions and Completion Instructions

INSURER: FIDELITY & GUARANTY LIFE INSURANCE COMPANY OF NEW YORK

Part C – Summary Result Comparison (continued)

Lines 7-10: Death Benefit of Variable Annuity – In the appropriate variable annuity columns, determine the death benefit as the sum total of the death benefits of each of the proposed and the existing contracts at the end of 1, 3, 5 and 10 years after the date of the illustration. These values should reflect the effect of any minimum death benefit guarantees of the proposed and existing contracts.

At 0%, 6%, 12% - For all fixed and /or variable investment division funds of a proposed combination fixed/variable or variable only annuity, accumulate “Surrender Value to be Invested” (line 1) at 0%, 6% and 12% annual investment rates. For all fixed and /or variable investment division funds of existing combination fixed/variable and variable only annuity(ies), accumulate “Current Value” (line 2) in a similar manner. Note that the annual investment rates need to be reduced by management and other fund expenses and other contractual charges (other than surrender charge).

Part D – Agent’s or Broker’s Statement

Disclosure Question 1 – Enter the reason(s) for recommending the new annuity contracts.

Disclosure Question 2 – Enter the reason(s) why the existing annuity contracts cannot meet the applicant’s objectives (e.g., too expensive, not high enough crediting rates).

Disclosure Question 3 – List the advantages of continuing the existing annuity contracts (e.g., no surrender charge).

Disclosure Question 4 – List the percentages and/or amounts of surrender charge(s) of the existing contracts to be replaced. List the year-by-year surrender charges of the proposed contracts. Enter an explanation, if necessary.

Remarks – Enter any appropriate comments.

Proposal Used – Enter an “x” in the appropriate box indicating if proposal and/or sales material was used to make the sale.

Agent or Broker Certification – Agent or Broker signs and dates the form.

Applicant’s Acknowledgment – Applicant(s) sign and date the form.

DEPARTMENT OF FINANCIAL SERVICES OF THE STATE OF NEW YORK
IMPORTANT NOTICE
REGARDING REPLACEMENT OR CHANGE OF LIFE INSURANCE
POLICIES OR ANNUITY CONTRACTS

INSURER: FIDELITY & GUARANTY LIFE INSURANCE COMPANY OF NEW YORK

THIS NOTICE IS FOR YOUR BENEFIT AND REQUIRED BY INSURANCE REGULATION NO. 60

YOU ARE CONTEMPLATING THE PURCHASE OF A LIFE INSURANCE POLICY OR ANNUITY CONTRACT IN CONNECTION WITH THE SURRENDER, LAPSE OR CHANGE OF EXISTING LIFE INSURANCE POLICIES OR ANNUITY CONTRACTS. THE AGENT OR BROKER IS REQUIRED TO GIVE YOU THIS NOTICE TOGETHER WITH A SIGNED DISCLOSURE STATEMENT CONTAINING THE SUMMARY RESULT COMPARISON FOR THE NEW LIFE INSURANCE POLICY OR ANNUITY CONTRACT AND ANY LIFE INSURANCE POLICIES OR ANNUITY CONTRACTS TO BE CHANGED THAT SETS FORTH THE FACTS OF THE TRANSACTION AND ITS ADVANTAGES AND DISADVANTAGES TO YOU. YOUR DECISION COULD BE A GOOD ONE - OR A MISTAKE - SO MAKE SURE YOU UNDERSTAND THE FACTS. YOU SHOULD:

1. CAREFULLY STUDY THE DISCLOSURE STATEMENT, WHICH INCLUDES A SUMMARY RESULT COMPARISON, UNTIL YOU ARE SURE YOU UNDERSTAND FULLY THE EFFECT OF THE TRANSACTION.
2. ASK THE COMPANY, AGENT OR BROKER FROM WHOM YOU BOUGHT YOUR EXISTING LIFE INSURANCE POLICIES OR ANNUITY CONTRACTS TO REVIEW WITH YOU THE TRANSACTION AND THE DISCLOSURE STATEMENT. YOU MAY BE ABLE TO EFFECT THE CHANGES YOU DESIRE MORE ADVANTAGEOUSLY WITH THEM. THEIR CUSTOMER SERVICE TELEPHONE NUMBER IS CONTAINED IN THE DISCLOSURE STATEMENT.
3. CONSULT YOUR TAX ADVISOR. THERE MAY BE UNFAVORABLE TAX IMPLICATIONS ASSOCIATED WITH THE CONTEMPLATED CHANGES TO YOUR EXISTING LIFE INSURANCE POLICIES OR ANNUITY CONTRACTS.

As a general rule, it is often not advantageous to drop or change existing coverage in favor of new coverage, whether issued by the same or a different insurance company. Some of the reasons it may be disadvantageous are:

1. The amount of the annual premium under an existing life insurance policy may be lower than that called for by a new life insurance policy having the same or similar benefits. Any replacement of the same type of policy will normally be at a higher premium rate based upon the insured's then attained age.
2. Since the initial costs of a life insurance policy are charged against the cash value increases in the earlier life insurance policy years, the replacement of an old life insurance policy by a new one results in the policyholder sustaining the burden of these costs twice. Annuity contracts usually contain provision for surrender charges, therefore a replacement involving annuity contracts may result in the imposition of surrender charges.
3. The incontestable and suicide clauses begin anew in a new life insurance policy. This could result in a claim being denied under the new life insurance policy that would have been paid under the life insurance policy that was replaced.
4. An existing life insurance policy or annuity contract often has more favorable provisions than a new life insurance policy or annuity contract in areas such as loan interest rate, settlement options, disability benefits and tax treatment.
5. There may have been changes in your health since the purchase of the existing coverage.
6. The insurance company with which you have existing coverage can often make a desired change on terms that would be more favorable than if you replaced existing coverage with new coverage.

YOU HAVE THE RIGHT, WITHIN 60 DAYS FROM THE DATE OF DELIVERY OF A NEW LIFE INSURANCE POLICY OR ANNUITY CONTRACT, TO RETURN IT TO THE INSURER AND RECEIVE AN UNCONDITIONAL FULL REFUND OF ALL PREMIUMS OR CONSIDERATIONS PAID ON IT, OR IN THE CASE OF A VARIABLE OR MARKET VALUE ADJUSTMENT POLICY OR CONTRACT, A PAYMENT OF THE CASH SURRENDER BENEFITS PROVIDED UNDER THE POLICY OR

DEPARTMENT OF FINANCIAL SERVICES OF THE STATE OF NEW YORK
IMPORTANT NOTICE
REGARDING REPLACEMENT OR CHANGE OF LIFE INSURANCE
POLICIES OR ANNUITY CONTRACTS

INSURER: **FIDELITY & GUARANTY LIFE INSURANCE COMPANY OF NEW YORK**

CONTRACT, PLUS THE AMOUNT OF ALL FEES AND OTHER CHARGES DEDUCTED FROM GROSS CONSIDERATIONS OR IMPOSED UNDER THE LIFE INSURANCE POLICY OR ANNUITY CONTRACT, AND MAY HAVE THE RIGHT TO REINSTATE OR RESTORE ANY LIFE INSURANCE POLICIES AND ANNUITY CONTRACTS THAT WERE SURRENDERED, LAPSED OR CHANGED IN THE TRANSACTION TO THEIR FORMER STATUS TO THE EXTENT POSSIBLE AND IN ACCORDANCE WITH THE INSURER'S PUBLISHED REINSTATEMENT RULES TO THE EXTENT SUCH RULES ARE NOT INCONSISTENT WITH THE PROVISIONS OF THIS PART.

IMPORTANT: THIS RIGHT SHOULD NOT BE VIEWED AS REINSTATING OR RESTORING YOUR LIFE INSURANCE POLICY OR ANNUITY CONTRACT TO THE SAME CONDITION AS IF IT HAD NEVER BEEN REPLACED. THERE MAY BE CONSEQUENCES IN REINSTATING OR RESTORING YOUR LIFE INSURANCE POLICY OR ANNUITY CONTRACT, INCLUDING BUT NOT LIMITED TO:

- THE RIGHT TO REINSTATE OR RESTORE YOUR LIFE INSURANCE POLICY OR ANNUITY CONTRACT APPLIES ONLY TO COMPANIES SUBJECT TO NEW YORK INSURANCE LAWS;
- YOUR LIFE INSURANCE POLICY OR ANNUITY CONTRACT IS SUBJECT TO YOUR SPECIFIC COMPANY'S REINSTATEMENT RULES, WHICH MAY VARY FROM COMPANY TO COMPANY. THESE RULES MAY REQUIRE PAYMENT OF BOTH PREMIUM AND INTEREST; HOWEVER, YOU WILL NOT BE SUBJECT TO EVIDENCE OF INSURABILITY, OR A NEW CONTESTABLE OR SUICIDE PERIOD;
- YOU MAY NOT RECEIVE THE INTEREST OR INVESTMENT PERFORMANCE DURING THE PERIOD THE LIFE INSURANCE POLICY OR ANNUITY CONTRACT WAS REPLACED; AND
- THERE MAY BE UNFAVORABLE FEDERAL INCOME TAX CONSEQUENCES AS A RESULT OF THE REINSTATEMENT OF YOUR LIFE INSURANCE POLICY OR ANNUITY CONTRACT.

IMPORTANT: IN THE CASE OF A VARIABLE OR MARKET VALUE ADJUSTMENT POLICY OR CONTRACT, THE VALUE OF THE POLICY OR CONTRACT MAY INCREASE OR DECREASE DURING THE 60 DAY PERIOD DEPENDING ON THE PERFORMANCE OF THE UNDERLYING INVESTMENTS, WHICH MAY EFFECT THE VALUE OF THE REFUND YOU RECEIVE.

I HEREBY ACKNOWLEDGE THAT I READ THE ABOVE "IMPORTANT NOTICE" AND HAVE RECEIVED A COPY OF SAME.

Signature of Applicant

Date

Signature of Applicant

Date

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?

- | | |
|--|--|
| <input type="checkbox"/> Stocks & Bonds | <input type="checkbox"/> Savings Bonds and other Government Securities |
| <input type="checkbox"/> Mutual Funds | <input type="checkbox"/> Fixed Annuities |
| <input type="checkbox"/> Variable Insurance/ Annuities | <input type="checkbox"/> Fixed Cash Value Life Insurance |
| <input type="checkbox"/> Certificates of Deposit | <input type="checkbox"/> 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?

- | | | |
|--|---|--|
| <input type="checkbox"/> Conservative
Prefer to take minimal or no market risk | <input type="checkbox"/> Moderate
Comfortable taking some market risk to increase returns | <input type="checkbox"/> 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)

- | | | |
|--|--|---|
| <input type="checkbox"/> Tax Deferral* | <input type="checkbox"/> Wealth Accumulation | <input type="checkbox"/> Immediate Income |
| <input type="checkbox"/> Potential for better rate | <input type="checkbox"/> Death Benefit | <input type="checkbox"/> Estate Planning |
| <input type="checkbox"/> Protection from Market Risk | <input type="checkbox"/> Retirement Income | <input type="checkbox"/> 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)?

- | | | |
|---|--|---|
| <input type="checkbox"/> No – Do not plan to take withdrawals. Any withdrawals will only be RMDs, GMWB, and surrender charge free withdrawals/surrenders. | <input type="checkbox"/> Yes -- 0-5 years from now | <input type="checkbox"/> Yes -- 8-10 years from now |
| | <input type="checkbox"/> Yes -- 6-7 years from now | <input type="checkbox"/> Yes -- 11-14 years from now |
| | | <input type="checkbox"/> 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

Annuity 1035 Exchange and Transfer/Rollover Form

INSURER: FIDELITY & GUARANTY LIFE INSURANCE COMPANY OF NEW YORK

Instructions:

- **1A is for non-qualified annuity transactions**
- **1B is for qualified annuity/account transactions**

1. Current Contract Information (Please print clearly using a black or blue pen.)

Current Company/Financial Institution	Phone Number	Contract/Policy Number Being Exchanged/Transferred		
Street Address of Current Insurance Company/Financial Institution	City	State	Zip	
Owner(s) Name	Social Security Number or Tax Identification Number			
Joint Owner (if any)	Social Security Number or Tax Identification Number			
Annuitant(s) Name (if other than owner)	Social Security Number			
Joint/Contingent Annuitant Name (if any)	Social Security Number			

A. 1035 Exchange

Option 1 – Complete Exchange - I, the undersigned Owner(s) of the above referenced current policy (the "Policy"), hereby assign and transfer all assignable benefits, rights, title and interest in the Policy to Fidelity & Guaranty Life Insurance Company of New York (Fidelity & Guaranty Life of New York), waiving all rights, title and demands on the Policy, in an exchange intended to qualify under Section 1035(a) of the Internal Revenue Code.

All previous designations of beneficiary and provisions for any Contingent Owner(s) of the Policy are hereby revoked, and Fidelity & Guaranty Life is named the sole owner and beneficiary of the assigned Policy. I am aware that, upon approval of the application for the new policy, Fidelity & Guaranty Life Insurance Company of New York intends to surrender the Policy for the cash surrender value, and I specifically authorize and approve this action. I understand that as of the date of surrender of the Policy from the current company, the Policy will no longer provide any coverage.

Option 2 – Partial Exchange - As owner of the above-referenced contract, the undersigned hereby assigns and transfers to Fidelity & Guaranty Life Insurance Company of New York, as indicated above, all rights, title, and interest in the following Assigned Portion [_____%], or \$_____ (amount) of such contract to effect a partial exchange transaction that is designed to qualify as a tax-free exchange under §1035 of the Internal Revenue Code (Partial §1035 Exchange). The undersigned is aware that Fidelity & Guaranty Life of New York, intends to request that the Assigned Portion of the above contract be surrendered and apply the resulting proceeds to a new contract issued by Fidelity & Guaranty Life of New York, and the undersigned specifically authorizes Fidelity & Guaranty Life of New York, to do so, without limiting in any way the rights transferred by this assignment. Once the Assigned Portion is received by Fidelity & Guaranty Life of New York, the new contract will be issued and interest will begin to be credited. If no such exchange is effected for whatever reason, this assignment shall become null and void, and so shall any interest in any Fidelity & Guaranty Life of New York, contract that may result from this assignment, and any proceeds transferred to Fidelity & Guaranty Life of New York, as a result of this assignment shall be returned to the above contract without any further liability on the part of Fidelity & Guaranty Life of New York.

Complete/Partial Exchange Disclosure

To the extent that I have felt it appropriate, I have consulted a tax advisor about this Complete/Partial §1035 Exchange transaction and its potential tax consequences. I understand, acknowledge and agree that Fidelity & Guaranty Life of New York assumes no liability or responsibility for any tax consequences associated with this transaction. I represent and agree that Fidelity & Guaranty Life of New York is furnishing this form and is participating in this transaction at my request and as an accommodation to me.

Annuity 1035 Exchange and Transfer/Rollover Form

INSURER: FIDELITY & GUARANTY LIFE INSURANCE COMPANY OF NEW YORK

B. Transfer/Rollover

If you are 70 ½ please check the circle if you have processed your RMD prior to this transfer.

Type of account funds coming from:

TSA 403(b) Traditional IRA Roth IRA Other: _____

Current Investment Vehicle:

Certificate of Deposit Mutual Fund Annuity (Qualified Only) Other: _____

This will serve as authorization to liquidate and transfer: All \$_____ _____% of my account as listed above to the annuity or life insurance policy (as applicable) I have applied for with Fidelity & Guaranty Life Insurance Company of New York.

Please withdraw such funds:

Immediately (I am aware of all contractual and tax penalties which may apply)

Upon the maturity date of _____.

Funds are to be transferred to a:

** TSA 403(b) Traditional IRA Roth IRA

If funds are being transferred into a 403(b) Annuity (TSA), please complete Section (3): TSA Employer's Acknowledgement.

Transfers from Non-Qualified Vehicles: I understand that I cannot use this form to transfer funds from a non-qualified vehicle to an IRA or from an existing life insurance policy to any vehicle. I further understand that I cannot use 'Part B' of this form to transfer funds from a non-qualified annuity contract to another non-qualified annuity contract, as such transfer would require the completion of 'Part A' of the 1035 Exchange section.

IRA Transfers: If this transfer of funds is from a traditional IRA to a traditional IRA or from a Roth IRA to a Roth IRA, I intend that the transfer constitutes a tax-free IRA-to-IRA transfer. I understand that a transfer from a traditional IRA to a Roth IRA will be subject to income tax (except to the extent attributable to non-deductible contributions to the traditional IRA)

2. Return of Contract/Policy - Signatures and Authorizations (Please choose one if you are transferring the full value of your current contract/policy.)

Check one: Policy Attached

Lost Policy Certification – The undersigned Owner(s) hereby certifies that the Policy has been lost or destroyed.

Witness

Owner(s) Signature

Joint Owner Signature

Date

Annuitant(s) Signature

Joint/Contingent Annuitant Signature

Signature Guarantee Stamp:

Name of Bank or Broker / Dealer

Date

Note: For a mutual fund disbursement, your signature(s) must be guaranteed by a commercial bank, trust company, savings bank or savings and loan association which maintains FDIC insurance, or a member of principal securities exchange. A notarized signature will not be sufficient for the request to be in proper form.

Annuity 1035 Exchange and Transfer/Rollover Form

INSURER: FIDELITY & GUARANTY LIFE INSURANCE COMPANY OF NEW YORK

3. TSA Employer's Acknowledgement

(Signed by Employer/Plan Administrator)

As the Employer/Plan Administrator of the Plan under which the individual identified in Section 1 of this form is a current or former plan participant, I hereby acknowledge that this transaction is permitted under the Employer's Plan and is hereby approved.

Note: Fidelity & Guaranty Life Insurance Company of New York (Fidelity & Guaranty Life of New York) requires that you enter into an Information Sharing Agreement with us before this transfer/rollover can be processed. The Employer/Plan Administrator must sign/date the Information Sharing Agreement, make a copy for their records and return the original along with the application to Fidelity & Guaranty Life of New York.

Print Name of Employer/Plan Administrator

Print Title

Date

Signature of Employer/Plan Administrator

Phone Number

Fax Number

Address of Employer/Plan Administrator

City, State and Zip

Authorization to Disclose Contract Information

INSURER: FIDELITY & GUARANTY LIFE INSURANCE COMPANY OF NEW YORK

MAILING INSTRUCTIONS:

Fidelity & Guaranty Life Company of New York
777 Research Drive
Lincoln, NE 68521

Phone: (866) 746-2624
Fax: (402) 328-2258

In accordance with New York State Insurance Department Regulation 60, please furnish directly to Fidelity & Guaranty Life of NY at the address shown above, the information needed to complete the New York State Disclosure Statement.

OWNER INFORMATION

Name _____

Address _____

City _____ State _____ Zip _____

Social Security Number _____ Date of Birth _____

EXISTING CARRIER INFORMATION (if multiple carriers, use separate forms)

Name _____

Address _____

City _____ State _____ Zip _____

Contract Number _____ Life Annuity
 Qualified Non-Qualified

Approximate Amount \$ _____ Full Partial

Product _____ Index Option _____

AGENT/BROKER INFORMATION

Name _____

Agent/Broker's Firm _____ Agent Number _____

Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____

AUTHORIZATION

Owner Signature _____ Date _____

Joint Owner Signature _____ Date _____

DEPARTMENT OF FINANCIAL SERVICES OF THE STATE OF NEW YORK

INSURER: FIDELITY & GUARANTY LIFE INSURANCE COMPANY OF NEW YORK

Definition of Replacement

IN ORDER TO DETERMINE WHETHER YOU ARE REPLACING OR OTHERWISE CHANGING THE STATUS OF EXISTING LIFE INSURANCE POLICIES OR ANNUITY CONTRACTS, AND IN ORDER TO RECEIVE THE VALUABLE INFORMATION NECESSARY TO MAKE A CAREFUL COMPARISON IF YOU ARE CONTEMPLATING REPLACEMENT, THE AGENT OR BROKER IS REQUIRED TO ASK YOU THE FOLLOWING QUESTIONS AND EXPLAIN ANY ITEMS THAT YOU DO NOT UNDERSTAND.

AS PART OF YOUR PURCHASE OF A NEW LIFE INSURANCE POLICY OR A NEW ANNUITY CONTRACT, HAS EXISTING COVERAGE BEEN, OR IS IT LIKELY TO BE:

1. LAPSED, SURRENDERED, PARTIALLY SURRENDERED, FORFEITED, ASSIGNED TO THE INSURER REPLACING THE LIFE INSURANCE POLICY OR ANNUITY CONTRACT, OR OTHERWISE TERMINATED?
YES _____ NO _____
2. CHANGED OR MODIFIED INTO PAID-UP INSURANCE; CONTINUED AS EXTENDED TERM INSURANCE OR UNDER ANOTHER FORM OF NONFORFEITURE BENEFIT; OR OTHERWISE REDUCED IN VALUE BY THE USE OF NONFORFEITURE BENEFITS, DIVIDEND ACCUMULATIONS, DIVIDEND CASH VALUES OR OTHER CASH VALUES?
YES _____ NO _____
3. CHANGED OR MODIFIED SO AS TO EFFECT A REDUCTION EITHER IN THE AMOUNT OF THE EXISTING LIFE INSURANCE OR ANNUITY BENEFIT OR IN THE PERIOD OF TIME THE EXISTING LIFE INSURANCE OR ANNUITY BENEFIT WILL CONTINUE IN FORCE?
YES _____ NO _____
4. REISSUED WITH A REDUCTION IN AMOUNT SUCH THAT ANY CASH VALUES ARE RELEASED, INCLUDING ALL TRANSACTIONS WHEREIN AN AMOUNT OF DIVIDEND ACCUMULATIONS OR PAID-UP ADDITIONS IS TO BE RELEASED ON ONE OR MORE OF THE EXISTING POLICIES?
YES _____ NO _____
5. ASSIGNED AS COLLATERAL FOR A LOAN OR MADE SUBJECT TO BORROWING OR WITHDRAWAL OF ANY PORTION OF THE LOAN VALUE, INCLUDING ALL TRANSACTIONS WHEREIN ANY AMOUNT OF DIVIDEND ACCUMULATIONS OR PAID-UP ADDITIONS IS TO BE BORROWED OR WITHDRAWN ON ONE OR MORE EXISTING POLICIES?
YES _____ NO _____
6. CONTINUED WITH A STOPPAGE OF PREMIUM PAYMENTS OR REDUCTION IN THE AMOUNT OF PREMIUM PAID?
YES _____ NO _____

IF YOU HAVE ANSWERED YES TO ANY OF THE ABOVE QUESTIONS, A REPLACEMENT AS DEFINED BY NEW YORK INSURANCE REGULATION NO. 60 HAS OCCURRED OR IS LIKELY TO OCCUR AND YOUR AGENT OR BROKER IS REQUIRED TO PROVIDE YOU WITH A COMPLETED DISCLOSURE STATEMENT AND THE **IMPORTANT** NOTICE REGARDING REPLACEMENT OR CHANGE OF LIFE INSURANCE POLICIES OR ANNUITY CONTRACTS.

Signature of Applicant

Date

Signature of Applicant

Date

TO THE BEST OF MY KNOWLEDGE, A REPLACEMENT IS INVOLVED IN THIS TRANSACTION: YES _____ NO _____

Signature of Agent or Broker

Date