

**FBL Wealth Management, LLC**

Form ADV, Part 2A

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Date of Disclosure Brochure: August 15, 2018

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This disclosure brochure provides information about the qualifications and business practices of FBL Wealth Management, LLC (also referred to as we, us and FBL Wealth Management throughout this disclosure brochure). If you have any questions about the contents of this disclosure brochure, please contact Jennifer Morgan at 515-225-5400 or [jennifer.morgan@fbfinancial.com](mailto:jennifer.morgan@fbfinancial.com). The information in this disclosure brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Additional information about FBL Wealth Management is also available on the Internet at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). You can view our firm's information on this website by searching for FBL Wealth Management, LLC or our firm's CRD number 291396.

\*Registration as an investment adviser does not imply a certain level of skill or training.

## **Item 2 – Material Changes**

FBL Wealth Management is a newly registered investment adviser, and commenced conducting its investment advisory business on August 15, 2018. In the future, this item will discuss only specific material changes that are made to the disclosure brochure and provide readers with a summary of such changes. We will also reference the date of the last annual update of this disclosure brochure.

We will ensure that you receive a summary of any material changes to this and subsequent disclosure brochures within 120 days after the end of our firm's fiscal year. Our firm's fiscal year ends on December 31, so you will receive the summary of material changes no later than April 30 each year. At that time, we will also offer or provide a copy of the most current disclosure brochure. We may also provide other ongoing disclosure information about material changes as necessary.

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#### **Item 4 – Advisory Business**

FBL Wealth Management, a limited liability company (LLC) formed under the laws of the State of Iowa, is an investment adviser registered with the United States Securities and Exchange Commission (“SEC”).

- FBL Financial Group, Inc. owns 100.00% of FBL Wealth Management.
- FBL Wealth Management filed its initial application to become registered as an investment adviser in May 2018.

#### **Introduction**

The investment advisory services of FBL Wealth Management are provided to you through an appropriately licensed and qualified individual who is an investment adviser representative of FBL Wealth Management (referred to as your investment adviser representative throughout this brochure).

#### **Description of Advisory Services**

The following are descriptions of the primary advisory services of FBL Wealth Management. Please understand that a written agreement, which details the terms and conditions of the service, must be signed by you and FBL Wealth Management before we can provide you any of the services described below.

#### **Investment Management Services**

FBL Wealth Management offers investment management services, which involves FBL Wealth Management providing you with continuous and ongoing supervision over your specified accounts.

You must appoint our firm as your investment adviser of record on specified accounts (collectively, the “Account”). The Account consists only of separate account(s) held by qualified custodian(s) under your name. The qualified custodians maintain physical custody of all funds and securities of the Account, and you retain all rights of ownership (e.g., right to withdraw securities or cash, exercise or delegate proxy voting and receive transaction confirmations) of the Account.

The Account is managed by us based on your financial situation, investment experience, objectives and risk tolerance. We actively monitor the Account and provide advice regarding buying, selling, reinvesting or holding securities, cash or other investments in the Account.

We will need to obtain certain information from you to assist you in determining your financial situation and investment objectives. You will be responsible for notifying us of any updates regarding your financial situation, risk tolerance or investment objective and whether you wish to impose or modify existing investment restrictions. We can then assist you in determining whether the Account and its investments remain appropriate, or if any changes should be recommended. We will contact you at least annually to discuss any changes or updates regarding your financial situation, risk tolerance or investment objectives. We are always reasonably available to consult with you relative to the status of your Account. You have the ability to impose reasonable restrictions on the management of your Account, including the ability to instruct us not to purchase certain securities or types of securities.

It is important that you understand that we manage investments for other clients and may give them advice or take actions for them or for our personal accounts that is different from the advice we provide to you or actions taken for you. We are not obligated to buy, sell or recommend to you any security or other investment that we may buy, sell or recommend for any other clients or for our own accounts.

Conflicts may arise in the allocation of investment opportunities among accounts that we manage. We mitigate these conflicts by striving to allocate investment opportunities believed to be appropriate for your Account and other accounts advised by our firm among such accounts equitably and consistent with the best interests of all accounts involved. However, there can be no assurance that a particular investment opportunity that comes to our attention will be allocated in any particular manner. If we obtain material, non-public information about a security or its issuer that we may not lawfully use or disclose, we have absolutely no obligation to disclose the information to any client or use it for any client's benefit.

### **Financial Planning Services**

FBL Wealth Management offers financial planning services, which involve preparing a written financial plan covering specific or multiple topics. We provide full written financial plans, which typically address all or some of the following topics: Investment Planning, Retirement Planning, Insurance Planning, Tax Planning, Education Planning, Portfolios Review, Asset Allocation, and Real Estate Planning. When providing financial planning services, the role of your investment adviser representative is to find ways to help you understand your overall financial situation and help you set financial objectives. Written financial plans prepared by us do not include specific recommendations of individual securities.

Our financial planning services do not involve implementing any transaction on your behalf or the active and ongoing monitoring or management of your investments or accounts. You have the sole responsibility for determining whether to implement our financial planning recommendations. To the extent that you would like to implement any of our investment recommendations through FBL Wealth Management or retain FBL Wealth Management to actively monitor and manage your investments, you must execute a separate written agreement with FBL Wealth Management for our investment management services.

### **Assets Management Services Through RBC Capital Markets, LLC**

FBL Wealth Management has entered into an agreement with RBC Capital Markets, LLC ("RBC"), an SEC registered investment adviser, to also provide investment advisory management services to clients through its Unified Portfolio Program ("Program"). Program services provided are pursuant to a Unified Portfolio Client Agreement and Unified Portfolio Terms and Conditions. The Program provides for discretionary management of your account by RBC as overlay manager or an investment manager selected by you, to effect transactions in your account without your prior consent. In order to participate in the Program, your account must be held by RBC, as the clearing broker-dealer with FBL Marketing Services, LLC as the introducing broker-dealer. FBL Wealth Management and FBL Marketing Services, LLC are affiliates under common ownership and control.

The Program is a Wrap Fee Program sponsored by RBC. Unified Portfolio is an advisory program through which clients' accounts are managed by one or more professional managers participating in the Program and approved by FBL Wealth Management's Due Diligence Committee.

Under this program, we assist you with identifying your risk tolerance and investment objectives. We provide you with information on investment managers in relation to your stated investment objectives and risk tolerance and, based on this analysis and services selected by you, FBL Wealth Management will recommend an appropriate investment strategy.

The overlay manager or investment managers are responsible for continuously monitoring client accounts and making trades in client accounts when necessary.

FBL is paid a portion of the fee charged and collected by RBC quarterly based on the value of your account, regardless of the number of trades placed by the investment manager or overlay manager. Each solicitation arrangement is performed pursuant to a written solicitation agreement and is in compliance with SEC Rule 206(4)-3 and applicable state securities rules and regulations.

Through the Program, you will receive continuous investment advice from us based on your needs and circumstances. We do not have any trading authority with respect to your designated account managed by the investment manager. However, you will give us discretionary authority to select or change investment managers or model portfolios.

FBL Wealth Management has a conflict of interest in that it will only recommend third-party investment managers that are available through the Program and we received a portion of the fee.

Clients are advised that there may be other third-party managed programs not utilized by our firm, that are suitable for the client and that may be more or less costly than arrangements recommended by our firm. No guarantees can be made that a client's financial goals or objectives will be achieved by a third-party investment manager recommended by our firm. Further, no guarantees of performance can ever be offered by our firm *(Please refer to Item 8 – Methods of Analysis, Investment Strategies and Risk of Loss for more details.)*

For additional details about the Program, you should refer to RBC's Appendix I disclosure brochure regarding the Program.

### **Newsletters**

FBL Wealth Management occasionally prepares general, educational and informational newsletters. Newsletters are always offered on an impersonal basis and do not focus on the needs of a specific individual.

### **Seminars**

FBL Wealth Management may occasionally provide seminars for clients and prospects in areas such as financial planning, retirement planning, estate planning, college planning and charitable planning. Seminars are always offered on an impersonal basis and do not focus on the individual needs of participants.

### **Advice Limited to Certain Types of Investments**

FBL Wealth Management provides investment advice on the following types of investments, securities and insurance products:

- Mutual Funds
- Exchange Traded Funds (ETFs)
- Exchange-listed Securities
- Securities Traded Over-the-Counter
- Foreign Issues
- Warrants
- Municipal Securities
- Variable Annuities
- Variable Life Insurance
- Options Contracts on Securities
- Interests in Partnerships Investing in Real Estate
- Interests in Partnerships Investing in Oil and Gas Interests

Although we generally provide advice only on the products previously listed, we reserve the right to offer advice on any investment or insurance product that may be suitable for each client's specific circumstances, needs, goals and objectives.

It is not our typical investment strategy to attempt to time the market, but we may increase cash holdings as deemed appropriate based on your risk tolerance and our expectations of market behavior. We may modify our investment strategy to accommodate special situations such as low basis stock, stock options, legacy holdings, inheritances, closely held businesses, collectibles, or special tax situations.

*(Please refer to Item 8 – Methods of Analysis, Investment Strategies and Risk of Loss for more information.)*

#### **Participation in Wrap Fee Programs**

FBL Wealth Management offers investment management services through RBC Capital Markets, LLC's Unified Portfolio Wrap Fee Program. A wrap fee program is defined as any advisory program under which a specified fee or fees, not based directly upon transactions in a client's account, is charged for investment advisory services (which may include portfolio management or advice concerning the selection of other investment advisers) and the execution of client transactions. Whenever a fee is charged to a client for services described in this brochure, we will receive all or a portion of the fee charged.

#### **Advisory Services Tailored to Individual Needs of Clients**

FBL Wealth Management's advisory services are always provided based on your individual needs. This means, for example, that when we provide investment management services, you are given the ability to impose restrictions on the accounts we manage for you, including specific investment selections and sectors. We work with you on a one-on-one basis through interviews and questionnaires to determine your investment objectives and suitability information. Our financial planning services are always provided based on your individual needs. When providing financial planning services, we work with you on a one-on-one basis through interviews and questionnaires to determine your investment objectives and suitability information.

We will not enter into an investment adviser relationship with a prospective client whose investment objectives may be considered incompatible with our investment philosophy or strategies or where the prospective client seeks to impose unduly restrictive investment guidelines.



### **Client Assets Managed by FBL Wealth Management**

As a newly registered investment adviser, FBL Wealth Management has no assets under management to report as of the date of this Brochure.

### **Item 5 – Fees and Compensation**

In addition to the information provided in *Item 4 – Advisory Business*, this section provides additional details regarding our firm's services along with descriptions of each service's fees and compensation arrangements. It should be noted that lower fees for comparable service may be available from other sources. The exact fees and other terms will be outlined in the agreement between you and FBL Wealth Management.

#### **Investment Management Services**

Fees charged for our investment management services are charged based on a percentage of assets under management, billed in advance (at the start of the billing period) on a quarterly calendar basis and calculated based on the average daily balance of your account during the current billing period. Fees are prorated (based on the number of days service is provided during the initial billing period) for your account opened at any time other than the beginning of the billing period. If investment management services are commenced in the middle of a billing period, the prorated fee for the initial billing period is billed in arrears at the same time as the next full billing period's fee is billed.

In the event that a deposit in excess of \$50,000 occurs during a billing period after the fee calculation, the fee for the billing period will be recalculated at the end of the billing period and FBL Wealth Management will bill a second fee pro-rata, in arrears, on the additional deposits. In the event that a withdrawal in excess of \$50,000 occurs during a billing period after the fee calculation, the fee for that billing period will be recalculated at the end of the billing period and you will be refunded the pro-rata fee that was attributable to the amount of the withdrawal.

The investment management services continue in effect until terminated by either party (i.e., FBL Wealth Management or you) by providing written notice of termination to the other party. Any prepaid, unearned fees will be promptly refunded by FBL Wealth Management to you within 30 days of receipt of the termination notice from you. Fee refunds will be determined on a pro rata basis using the number of days services are actually provided during the final period.

#### ***Example Fee Schedule***

For our investment management services, the following is an illustrative annual fee schedule of FBL Wealth Management based upon the amount of assets under management for a client:

<u>Assets Under Management</u>	<u>Annual Fees</u>
\$0 – \$99,999	2.000%
\$100,000 – \$249,999	1.750%
\$250,000 – \$499,999	1.500%
\$500,000 – \$999,999	1.250%
≥\$1,000,000	1.000%

The management fee will be discounted for current employees of FBL Wealth Management and its affiliates. Former employees that are still existing clients of FBL Wealth Management are allowed to remain at the discounted fee rate. There is a minimum account size of \$25,000. FBL Wealth Management reserves the right to waive this minimum.

FBL Wealth Management believes that its annual fee is reasonable in relation to: (1) services provided and (2) the fees charged by other investment advisers offering similar services/programs. However, our annual investment advisory fee may be higher than that charged by other investment advisers offering similar services/programs. In addition to our compensation, you may also incur fees imposed at the mutual fund level (e.g., advisory fees and other fund expenses).

The investment advisory fees will be deducted from your Account and paid directly to our firm by the qualified custodian(s) of your Account. You must authorize the qualified custodian(s) of your Account to deduct fees from your Account and pay such fees directly to FBL Wealth Management.

You should review your account statements received from the qualified custodian(s) and verify that appropriate investment advisory fees are being deducted. The qualified custodian(s) will not verify the accuracy of the investment advisory fees deducted.

Brokerage commissions and/or transaction ticket fees charged by the qualified custodian are billed directly to you by the qualified custodian. FBL Wealth Management does not receive any portion of such commissions or fees from you or the qualified custodian. In addition, you may incur certain charges imposed by third parties other than FBL Wealth Management in connection with investments made through your Account including, but not limited to, mutual fund sales loads, 12(b)-1 fees and surrender charges, variable annuity fees and surrender charges, IRA and qualified retirement plan fees, and charges imposed by the qualified custodian(s) of your Account. Management fees charged by FBL Wealth Management are separate and distinct from the fees and expenses charged by investment company securities that may be recommended and/or purchased by you. Our brokerage practices are discussed in Item 12. A description of these fees and expenses are available in each investment company security's prospectus.

### **Financial Planning Services**

Fees charged for our financial planning services are negotiable based upon the type of client, the services requested, the investment adviser representative providing advice, the complexity of the client's situation, the composition of the client's account, other advisory services provided and the relationship of the client and the investment adviser representative.

#### ***Fees for Financial Planning Services***

FBL Wealth Management provides financial planning services under a fixed fee arrangement. A mutually agreed upon fixed fee is charged for financial planning services under this arrangement. There is a range in the amount of the fixed fee charged by FBL Wealth Management for financial planning services. The minimum fixed fee is generally \$1,000, and the maximum fixed fee is generally no more than \$5,000. The amount of the fixed fee for your engagement is specified in your financial planning agreement with FBL Wealth Management. Upon completion and delivery of the financial plan, the fixed fee is considered earned by FBL Wealth Management and any unpaid amount is immediately due.

The financial planning services terminate upon either party providing written notice of termination to the other party.

In the event that you terminate the financial planning services at any time prior to presentment of the written plan by providing notice to FBL Wealth Management, you will pay FBL Wealth Management a pro-rated fixed fee equivalent to the percentage of work completed by FBL Wealth Management as determined by FBL Wealth Management. We may waive your financial planning fee if, within 10 business days of receiving your financial plan, we are notified that you are not satisfied with the financial plan prepared by FBL Wealth Management. However, in such a situation, FBL Wealth Management retains intellectual property rights over any written financial plan prepared by FBL Wealth Management, and the written financial plan must be returned to FBL Wealth Management.

#### ***Other Fee Terms for Financial Planning Services***

You may pay the investment advisory fees owed for the financial planning services by submitting payment directly (for example, by check) or having the fee deducted from an existing investment account.

If you elect to pay by automatic deduction from an existing investment account, you will provide written authorization to FBL Wealth Management for such charge.

You should notify FBL Wealth Management within ten (10) days of receipt of an invoice if you have questions about or dispute any billing entry.

All fees paid to FBL Wealth Management for services are separate and distinct from the commissions, fees and expenses charged by insurance companies associated with any disability insurance, life insurance and annuities subsequently acquired by you. If you sell or liquidate certain existing securities positions to acquire any insurance or annuity, you may also pay a commission and/or deferred sales charges in addition to the financial planning and consulting fees paid to FBL Wealth Management and any commissions, fees and expenses charged by the insurance company for subsequently acquired insurance and/or annuities.

All fees paid to FBL Wealth Management for advisory services are separate and distinct from the fees and expenses charged by mutual funds to their shareholders. These fees and expenses are described in each mutual fund's prospectus. These fees will generally include a management fee, other fund expenses and a possible distribution fee. If the fund also imposes sales charges, you may pay an initial or deferred sales charge.

If you retain FBL Wealth Management to implement the recommendations provided under this service, FBL Wealth Management will not recommend loaded mutual funds that charge you 12(b)-1 fees.

All fees paid to FBL Wealth Management for financial planning services are separate and distinct from the commissions charged by a broker-dealer or investment management fees charged by an investment adviser to implement such recommendations.

It should be noted that lower fees for comparable services may be available from other sources.

### **Fees for Investment Management Services Through RBC Capital Markets, LLC**

A complete description of the Program services, fee schedules and account minimums is disclosed in RBC's Unified Portfolio Wrap Fee Disclosure Brochure which will be provided to you prior to or at the time an agreement for services is executed and the account is established.

The actual fee charged to you will vary depending on the services provided by RBC. All fees are calculated and collected by RBC as the Program Sponsor, who will be responsible for delivering our portion of the fee paid by you to us for our services.

Your total fee for the Program includes the fees for the services provided by RBC, FBL Wealth Management, the third-party investment managers and the model portfolio providers, if applicable. Your specific Program fee will be disclosed in your Advisory Agreement with RBC.

Fees are charged based on a percentage of assets under management, billed in advance (at the start of the billing period) on a quarterly calendar basis and calculated based on RBC's determination of the market value of the assets under management in your account as of the last business day of the preceding calendar quarter. Fees are prorated (based on the number of days service is provided during the initial billing period) for your account opened at any time other than the beginning of the billing period. If investment management services are commenced in the middle of a billing period, the prorated fee for the initial billing period is billed in arrears at the same time as the next full billing period's fee is billed.

The Program standard fees range between 1.25% - 2.50% and are negotiable based on the type of client, the services requested, investment adviser representative providing advice, the complexity of the client's situation, the composition of the client's account, other advisory services provided and the relationship of the client with the investment adviser representative.

The investment management services continue in effect until terminated. You may terminate the services by providing FBL Wealth Management and RBC with written notice of your termination. FBL Wealth Management may terminate their services by providing you with written notice effective 30 days after you receive the written notice. RBC may terminate their services by providing you with written notice. Any prepaid, unearned fees will be promptly refunded by FBL Wealth Management and RBC to you. Fee refunds will be determined on a pro rata basis using the number of days services are actually provided during the final period.

Program fees will be deducted from your account by RBC who will retain its fees (which will include advisory fees, program sponsor fees and/or custodial fees), the investment managers' fee and model portfolio providers' fee, with the remaining portion paid directly to our firm.

To have Program fees deducted from your account, you must authorize RBC to deduct fees from your account.

You should review your account statements received from the qualified custodian(s) and verify that appropriate investment advisory fees are being deducted. The qualified custodian(s) will not verify the accuracy of the investment advisory fees that are deducted.

In addition, you may incur certain charges imposed by third parties in connection with investments made through your account including, but not limited to, mutual fund sales loads, 12b-1 fees and surrender

charges, variable annuity fees and surrender charges, IRA and qualified retirement plan fees, and miscellaneous expenses imposed by the qualified custodian(s) of your account. Management fees charged by FBL Wealth Management are separate and distinct from the fees and expenses charged by investment company securities that may be recommended to you. A description of these fees and expenses are available in each investment company security's prospectus.

FBL Wealth Management selects third-party investment managers in the Program by evaluating certain quantitative and qualitative data. Although we review the performance of numerous third-party investment adviser firms, we enter into only a select number of relationships with third-party investment adviser firms that have agreed to pay us a portion of the overall fee charged to our clients. Therefore, FBL Wealth Management has a conflict of interest in that it will only recommend third-party investment advisors that will agree to compensate us for referrals of our clients. We mitigate this conflict of interest by reviewing and analyzing third-party investment managers both on an initial and ongoing basis. This information may include: rates of return, standard deviation of returns, risk-adjusted returns, assets under management, investment philosophy, adherence to investment style, business reputation, stability of management and investment staff, regulatory history, and experience and capability in managing investment management accounts. FBL Wealth Management periodically reviews the third-party investment managers to facilitate the addition of new managers available in the wrap fee program for our client. . If FBL Wealth Management determines that a Third-Party Investment Manager fails to meet one or more of the above referenced criteria, FBL Wealth Management may replace such manager. We also mitigate this conflict by disclosing it to you and by requiring that there be a review of your account at opening and periodically thereafter to ensure that it is suitable for you in light of matters such as your investment objectives and financial circumstances. There may be other third-party platforms that may be suitable for you that may be more or less costly. No guarantees can be made that your financial goals or objectives will be achieved. Further, no guarantees of performance can be offered.

### **Incentive Programs**

From time to time FBL Wealth Management, LLC offers incentive programs to representatives that result in additional compensation to the representative based on such factors as the number of new advisory accounts opened with, or new assets brought in to, the firm. Such programs will not change or affect the amount and rate of advisory fees that clients are charged for our investment advisory services.

The terms of the program create a conflict of interest for the representatives by establishing a heightened financial incentive to promote advisory accounts and services. We mitigate this conflict by disclosing the terms of the program to you and by requiring that there be a review of your account at opening and periodically thereafter to ensure that it is suitable for you in light of matters such as your investment objectives and financial circumstances.

### **FBL Financial Group, Inc.**

FBL Wealth Management is owned by FBL Financial Group, Inc., a publicly traded company.

### **Newsletters**

Newsletters are provided to clients and prospective clients free of charge.

### **Seminars**

We may either provide the seminars for free or charge a fee. If a fee is charged for the seminar, it will be for seminar expenses to include the cost of a course workbook, when necessary, dependent on the topic covered.

### **Item 6 – Performance-Based Fees and Side-By-Side Management**

We do not charge fees based on a share of capital gains on or capital appreciation of the assets held in a client's account.

### **Item 7 – Types of Clients**

FBL Wealth Management generally provides investment advice to the following types of clients:

- Individuals
- High net worth individuals
- State or municipal government entities
- Trusts, estates, or charitable organizations
- Corporations or business entities other than those listed above

You are required to execute a written agreement with FBL Wealth Management specifying the particular advisory services in order to establish a client arrangement with FBL Wealth Management.

### **Minimum Investment Amounts Required**

FBL Wealth Management requires a minimum of \$25,000 in order to open an account. To reach this account minimum, clients can aggregate all household accounts. Exceptions may be granted to this minimum for family accounts and long-standing clients of affiliates.

The minimum fixed fee generally charged for financial planning services on a fixed fee basis is \$1,000.

RBC's Program has minimum account requirements when utilizing the third-party investment managers or the model portfolios. The minimums are disclosed in RBC's ADV Part 2A Appendix 1 Wrap Fee Disclosure Brochure.

### **Item 8 – Methods of Analysis, Investment Strategies and Risk of Loss**

#### **Methods of Analysis**

FBL Wealth Management uses the following methods of analysis in formulating investment selection and/or advice:

Charting - This is a set of techniques used in technical analysis in which charts are used to plot price movements, volume, settlement prices, open interest, and other indicators, in order to anticipate future price movements. Users of these techniques, called chartists, believe that past trends in these indicators can be used to extrapolate future trends.

Charting is likely the most subjective analysis of all investment methods since it relies on proper interpretation of chart patterns. The risk of reliance upon chart patterns is that the next day's data can always negate the conclusions reached from prior days' patterns. Also, reliance upon chart patterns bears the risk of a certain pattern being negated by a larger, more encompassing pattern that has not shown itself yet.

Cyclical – This method analyzes the investments sensitive to business cycles and whose performance is strongly tied to the overall economy. For example, cyclical companies tend to make products or provide services that are in lower demand during downturns in the economy and in higher demand during upswings. Examples include the automobile, steel, and housing industries. The stock price of a cyclical company will often rise just before an economic upturn begins and fall just before a downturn begins. Investors in cyclical stocks try to make the largest gains by buying the stock at the bottom of a business cycle, just before a turnaround begins.

While most economists and investors agree that there are cycles in the economy that need to be respected, the duration of such cycles is generally unknown. An investment decision to buy at the bottom of a business cycle may actually turn out to be a trade that occurs before or after the bottom of the cycle. If done before the bottom, then downside price action can result prior to any gains. If done after the bottom, then some upside price action may be missed. Similarly, a sell decision meant to occur at the top of a cycle may result in missed opportunity or unrealized losses.

Fundamental – This is a method of evaluating a security by attempting to measure its intrinsic value by examining related economic, financial and other qualitative and quantitative factors. Fundamental analysts attempt to study everything that can affect the security's value, including macroeconomic factors (like the overall economy and industry conditions) and individually specific factors (like the financial condition and management of a company). The end goal of performing fundamental analysis is to produce a value that an investor can compare with the security's current price in hopes of figuring out what sort of position to take with that security (underpriced = buy, overpriced = sell or short). Fundamental analysis is considered to be the opposite of technical analysis. Fundamental analysis is about using real data to evaluate a security's value. Although most analysts use fundamental analysis to value stocks, this method of valuation can be used for just about any type of security.

The risk associated with fundamental analysis is that it is somewhat subjective. While a quantitative approach is possible, fundamental analysis usually entails a qualitative assessment of how market forces interact with one another in their impact on the investment in question. It is possible for those market forces to point in different directions, thus necessitating an interpretation of which forces will be dominant. This interpretation may be wrong and could therefore lead to an unfavorable investment decision.

Technical – This is a method of evaluating securities by analyzing statistics generated by market activity, such as past prices and volume. Technical analysts do not attempt to measure a security's intrinsic value, but instead use charts and other tools to identify patterns that can suggest future activity. Technical analysts believe that the historical performance of stocks and markets are indications of future performance.

Technical analysis is even more subjective than fundamental analysis in that it relies on proper interpretation of a given security's price and trading volume data. A decision might be made

based on a historical move in a certain direction that was accompanied by heavy volume; however, that heavy volume may only be heavy relative to past volume for the security in question, but not compared to the future trading volume. Therefore, there is the risk of a trading decision being made incorrectly, since future trading volume is an unknown. Technical analysis is also done through observation of various market sentiment readings, many of which are quantitative. Market sentiment gauges the relative degree of bullishness and bearishness in a given security, and a contrarian investor utilizes such sentiment advantageously. When most traders are bullish, then there are very few traders left in a position to buy the security in question, so it becomes advantageous to sell it ahead of the crowd. When most traders are bearish, then there are very few traders left in a position to sell the security in question, so it becomes advantageous to buy it ahead of the crowd. The risk in utilization of such sentiment technical measures is that a very bullish reading can always become more bullish, resulting in lost opportunity if the money manager chooses to act upon the bullish signal by selling out of a position. The reverse is also true in that a bearish reading of sentiment can always become more bearish, which may result in a premature purchase of a security.

There are risks involved in using any analysis method.

To conduct analysis, FBL Wealth Management gathers information from financial newspapers and magazines, inspection of corporate activities, research materials prepared by others, corporate rating services, timing services, annual reports, prospectuses and filings with the SEC, and company press releases.

### **Investment Strategies**

FBL Wealth Management uses the following investment strategies when managing client assets and/or providing investment advice:

Long term purchases. Investments held at least a year.

Short term purchases. Investments sold within a year.

Frequent trading. This strategy refers to the practice of selling investments within 30 days of purchase.

Short sales. A short sale is generally the sale of a stock not owned by the investor. Investors who sell short believe the price of the stock will fall. If the price drops, the investor can buy the stock at the lower price and make a profit. If the price of the stock rises and the investor buys it back later at the higher price, the investor will incur a loss. Short sales require a margin account.

We primarily follow a value-investing strategy that attempts to acquire at reasonable valuations publicly traded businesses that can deliver sustainable excess returns. We focus on a long-only strategy. Long term strategies are designed to identify and select investments to be held for multiple years. We will also invest in value oriented special situations with shorter expected holding periods.

Value Investing can be described as a strategy of selecting stocks that trade for less than their intrinsic values. Value investors typically seek stocks of companies that they believe the market



has undervalued. They believe the market overreacts to good and bad news, resulting in stock price movements that do not correspond with the company's long-term fundamentals. The result is an opportunity for value investors to profit by buying when the price is deflated. Often, value investors select stocks with lower-than-average price-to-book or price-to-earnings ratios and/or high dividend yields. The risks associated with value-investing include incorrectly analyzing and overestimating the intrinsic value of a business, concentration risk, under performance relative to major benchmarks, macro-economic risks, investing in value traps i.e. businesses that remain perpetually undervalued, and lost purchasing power on cash holdings in the case of inflation.

Tactical asset allocation. Allows for a range of percentages in each asset class (such as Stocks = 40-50%). The ranges establish minimum and maximum acceptable percentages that permit the investor to take advantage of market conditions within these parameters. Thus, a minor form of market timing is possible, since the investor can move to the higher end of the range when stocks are expected to do better and to the lower end when the economic outlook is bleak.

Strategic asset allocation. Calls for setting target allocations and then periodically rebalancing the portfolio back to those targets as investment returns skew the original asset allocation percentages. The concept is akin to a "buy and hold" strategy, rather than an active trading approach. Of course, the strategic asset allocation targets may change over time as the client's goals and needs change and as the time horizon for major events such as retirement and college funding grow shorter.

### **Primarily Recommend One Type of Security**

We do not primarily recommend one type of security to clients. Instead, we recommend products that may be suitable for each client relative to that client's specific circumstances and needs. Some restrictions will be placed on recommendations made by investment adviser representatives with a limited and/or Series 6 license.

### **Risk of Loss**

Past performance is not indicative of future results. Therefore, you should never assume that future performance of any specific investment or investment strategy will be profitable. Investing in securities (including stocks, mutual funds, and bonds, etc.) involves risk of loss. Further, depending on the different types of investments there may be varying degrees of risk. You should be prepared to bear investment loss including loss of original principal.

Because of the inherent risk of loss associated with investing, our firm is unable to represent, guarantee, or even imply that our services and methods of analysis can or will predict future results, successfully identify market tops or bottoms, or insulate you from losses due to market corrections or declines. There are certain additional risks associated with investing in securities through our investment management program, as described below:

- Market Risk – Either the stock market as a whole, or the value of an individual company or security/investment, goes down resulting in a decrease in the value of client investments. This is also referred to as systemic risk.
- Equity (stock) market risk – Common stocks are susceptible to general stock market fluctuations and to volatile increases and decreases in value as market confidence in and

perceptions of their issuers change. If you held common stock, or common stock equivalents, of any given issuer, you would generally be exposed to greater risk than if you held preferred stocks and debt obligations of the issuer.

- Company Risk. When investing in stock positions, there is always a certain level of company or industry specific risk that is inherent in each investment. This is also referred to as unsystematic risk and can be reduced through appropriate diversification. There is the risk that the company will perform poorly or have its value reduced based on factors specific to the company or its industry. For example, if a company's employees go on strike or the company receives unfavorable media attention for its actions, the value of the company may be reduced.
- Fixed Income Risk. When investing in bonds, there is the risk that the issuer will default on the bond and be unable to make payments. Further, individuals who depend on set amounts of periodically paid income face the risk that inflation will erode their spending power. Fixed-income investors receive set, regular payments that face the same inflation risk.
- Options Risk. Options on securities may be subject to greater fluctuations in value than an investment in the underlying securities. Purchasing and writing put and call options are highly specialized activities and entail greater than ordinary investment risks.
- ETF and Mutual Fund Risk – When investing in an ETF or mutual fund, you will bear additional expenses based on your pro rata share of the ETF's or mutual fund's operating expenses, including the potential duplication of management fees. The risk of owning an ETF or mutual fund generally reflects the risks of owning the underlying securities the ETF or mutual fund holds. You will also incur brokerage costs when purchasing ETFs.
- Management Risk – Your investment through our firm varies with the success and failure of our investment strategies, research, analysis and determination of portfolio securities. If our investment strategies do not produce the expected returns, the value of the investment will decrease.

#### **Item 9 – Disciplinary Information**

FBL Wealth Management has no legal or disciplinary events that are material to a client's or prospective client's evaluation of our business or integrity.

#### **Item 10 – Other Financial Industry Activities and Affiliations**

We are an independent registered investment registered adviser and only provide investment advisory services. We are not engaged in any other business activities and offer no other services except those described in this Disclosure Brochure. However, while we do not sell products or services other than investment advice, our representatives may sell other products or provide services outside of their role as investment adviser representatives with us.

FBL Wealth Management's affiliates include Farm Bureau Life Insurance Company, FBL Marketing Services, LLC, FBL Investment Management Services, Inc., Greenfields Life Insurance Company, FB Property and Casualty Insurance Company, and Western Agricultural Insurance Company. FBL

Marketing Services, LLC is a retail securities broker-dealer that offers and sells certain investment and insurance products. Representatives of FBL Wealth Management may refer business to FBL Marketing Services or to various insurance affiliates, which creates a conflict of interest to do so.

We mitigate this conflict through a variety of means, including training representatives on conflicts and ensuring those conflicts are properly disclosed. Financial plans are reviewed by trained staff to ensure the plans are appropriate for the individuals and based upon their individual profiles and needs. Additionally, commissionable products sold pursuant to the recommendations within a plan are reviewed by properly trained staff to ensure they are suitable for the clients' needs and do not conflict with firm policies or industry regulations.

### **Registered Representative of a Broker-Dealer**

FBL Wealth Management is under common ownership and control with a securities broker-dealer, FBL Marketing Services, LLC.

Some of our representatives are registered representatives of FBL Marketing Services, LLC, a securities broker-dealer. You may work with your investment adviser representative in his or her separate capacity as a registered representative of FBL Marketing Services, LLC.

As a result of this relationship, FBL Marketing Services, LLC has access to certain confidential information (e.g., financial information, investment objectives, transactions and holdings) about clients of FBL Wealth Management, even if a client does not establish any account through FBL Marketing Services, LLC. If you would like a copy of the privacy policy of FBL Marketing Services, LLC, please contact your investment adviser representative.

When acting in his or her separate capacity as a registered representative, your investment adviser representative may sell, for commissions, securities products such as mutual funds and variable annuity and variable life products to you. As such, your investment adviser representative may suggest that you implement investment advice by purchasing securities products through a commission-based brokerage account in addition to or in lieu of a fee-based investment-advisory account. This receipt of commissions creates a financial incentive to recommend those products for which your investment adviser representative will receive a commission in his or her separate capacity as a registered representative of a securities broker-dealer. Consequently, your investment adviser representative has a conflict of interest and the objectivity of the advice rendered to you could be biased. We mitigate this conflict by disclosing it to you and by requiring that there be a review of your account at opening and periodically thereafter to ensure that it is suitable for you in light of matters such as your investment objectives and financial circumstances.

You are under no obligation to use the services of our representatives in this separate capacity or to use FBL Marketing Services, LLC and can select any broker/dealer you wish to implement securities transactions if you intend to do so without the assistance of our representative. However, if you select our representative to assist you in his investment advisory capacity through RBC's Program, you will be required to establish/utilize an account with FBL Marketing Services, LLC as the introducing broker-dealer and RBC as the clearing broker-dealer holding your account.

If you select our representatives to implement securities transactions in their separate capacity as registered representatives of a securities broker-dealer, they will use FBL Marketing Services, LLC as introducing broker-dealer clearing through RBC Correspondent Services of RBC Capital Markets, LLC. Prior to effecting any such transactions, you are required to enter into a new account agreement with FBL

Marketing Services, LLC. The commissions charged by FBL Marketing Services, LLC may be higher than those charged by other broker/dealers.

### **Third-Party Investment Managers**

FBL Wealth Management has formed a relationship with RBC as a program sponsor for the Program. Clients utilizing this Program can select third-party investment managers and model portfolio providers to manage all or a portion of their assets. When clients elect to open an account in RBC's Program, RBC will pay us a portion of the fees you are charged. Please refer to *Items 4 and 5* for full details regarding the programs, fees, conflicts of interest and materials arrangements.

### **Insurance Agent**

You may work with your investment adviser representative in his or her separate capacity as an insurance agent. When acting in his or her separate capacity as an insurance agent, the investment adviser representative may sell, for commissions, general disability insurance, life insurance, annuities, and other insurance products to you. As such, your investment adviser representative in his or her separate capacity as an insurance agent, may suggest that you implement recommendations of FBL Wealth Management by purchasing property and casualty, disability insurance, life insurance, annuities, or other insurance products. This receipt of commissions creates an incentive for the investment adviser representative to recommend those products for which they will receive a commission in his or her separate capacity as an insurance agent. Consequently, the advice rendered to you could be biased. You are under no obligation to implement any insurance or annuity transaction through your investment adviser representative.

### **FBL Financial Group, Inc.**

FBL Wealth Management is owned by FBL Financial Group, Inc., a publicly traded company.

## **Item 11 – Code of Ethics, Participation in Client Transactions and Personal Trading**

### **Code of Ethics Summary**

FBL Wealth Management has established a Code of Ethics to comply with the requirements of Rule 204A-1 under the *Investment Advisers Act of 1940* that reflects its fiduciary obligations and those of its supervised persons. The Code of Ethics also requires compliance with various federal securities laws. The Code of Ethics covers all individuals that are classified as "supervised persons". All employees, officers, directors and investment adviser representatives are classified as supervised persons. FBL Wealth Management requires its supervised persons to consistently act in your best interest in all advisory activities. FBL Wealth Management imposes certain requirements on its affiliates and supervised persons to ensure that they meet the firm's fiduciary responsibilities to you. The standard of conduct required is higher than ordinarily required and encountered in commercial business.

This section is intended to provide a summary description of the Code of Ethics of FBL Wealth Management. If you wish to review the Code of Ethics in its entirety, you should send us a written request and upon receipt of your request, we will promptly provide a copy of the Code of Ethics to you.

### **Affiliate and Employee Personal Securities Transactions Disclosure**

FBL Wealth Management or associated persons of the firm may buy or sell for their personal accounts, investment products identical to those recommended to clients. This creates a conflict of interest because associated persons of the firm have an incentive to put their own interests ahead of clients. It is the express policy and fiduciary obligation of FBL Wealth Management that all persons associated in any manner with our firm must place clients' interests ahead of their own when implementing personal investments. We mitigate this conflict by recording and monitoring personal securities transactions of associated persons. Furthermore, associated persons of FBL Wealth Management are prohibited from buying or selling securities for their personal account(s) where their decision is derived, in whole or in part, by information obtained as a result of employment or association with our firm unless the information is also available to the investing public upon reasonable inquiry.

We have designed and implemented policies and procedures to ensure our continued compliance with applicable state and federal laws, rules and regulations. To mitigate conflicts of interest with respect to the personal securities transactions of our representatives, employees and their immediate family members (as defined in the Code of Ethics), we have developed written supervisory procedures that include the following personal investment and trading policies: for our representatives, employees and their immediate family members (collectively, associated persons):

- Associated persons cannot prefer their own interests to that of the client.
- Associated persons cannot purchase or sell any security for their personal accounts prior to implementing transactions for client accounts.
- Associated persons cannot buy or sell securities for their personal accounts when those decisions are based on information obtained as a result of their employment or other affiliation with FBL Wealth Management, unless that information is also available to the investing public upon reasonable inquiry.
- Associated persons are prohibited from purchasing or selling securities of companies in which any client is deemed an "insider".
- Associated persons are discouraged from conducting frequent personal trading.
- Associated persons are generally prohibited from serving as board members of publicly traded companies unless an exception has been granted by the Chief Compliance Officer of FBL Wealth Management.

Any associated person not observing our policies may be subject to sanctions up to and including termination.

### **Item 12 – Brokerage Practices**

We exercise reasonable due diligence to make certain that best execution is obtained for all clients when implementing any transaction by considering the back-office services, technology and pricing of services offered.

Clients are under no obligation to act on the financial planning recommendations of FBL Wealth Management. If the firm assists in the implementation of any recommendations, we are responsible to ensure that the client receives the best execution possible. Best execution does not necessarily mean that clients receive the lowest possible commission costs but that the qualitative execution is best. In

other words, all conditions considered, the transaction execution is in your best interest. When considering best execution, we look at a number of factors besides prices and rates including, but not limited to:

- Execution capabilities (e.g., market expertise, ease/reliability/timeliness of execution, responsiveness, integration with our existing systems, ease of monitoring investments)
- Products and services offered (e.g., investment programs, back office services, technology, regulatory compliance assistance, research and analytic services)
- Financial strength, stability and responsibility
- Reputation and integrity
- Ability to maintain confidentiality

### **Brokerage Recommendations**

If we assist you in the implementation of any recommendations, FBL Marketing Services, LLC will be used as the introducing broker/dealer for your account which will be held by RBC Capital Markets, LLC. FBL Wealth Management is independently owned and operated and not affiliated with RBC Capital Markets, LLC. However, FBL Marketing Services, LLC is an affiliate of FBL Wealth Management under common ownership and control.

### **Directed Brokerage**

Clients should understand that not all investment advisers require the use of a particular broker-dealer or custodian. Some investment advisers allow their clients to select whichever broker/dealer the client decides. By requiring clients to use a particular broker/dealer, FBL Wealth Management may not achieve the most favorable execution of client transactions and the practice requiring the use of specific broker/dealers may cost clients more money than if the client used a different broker/dealer or custodian. However, for compliance and operational efficiencies, FBL Wealth Management has decided to require our clients to use broker/dealers and other qualified custodians determined by FBL Wealth Management.

### **Soft Dollar Benefits**

An investment adviser receives soft dollar benefits from a broker-dealer when the investment adviser receives research or other products and services in exchange for client securities transactions or maintaining an account balance with the broker-dealer.

FBL Wealth Management does not have a soft dollar agreement with a broker-dealer or a third-party.

### **Handling Trade Errors**

FBL Wealth Management has implemented procedures designed to prevent trade errors; however, trade errors in client accounts cannot always be avoided. Consistent with its fiduciary duty, it is the policy of FBL Wealth Management to correct trade errors in a manner that is in the best interest of the client. In cases where the client causes the trade error, the client is responsible for any loss resulting from the correction. Depending on the specific circumstances of the trade error, the client may not be able to receive any gains generated as a result of the error correction. In all situations where the client does not cause the trade error, the client is made whole and any loss resulting from the trade error is absorbed by FBL Wealth Management if the error is caused by FBL Wealth Management. If the error is caused by the broker-dealer, the broker-dealer is responsible for handling the trade error. If an investment gain results from the correcting trade, the gain remains in the client's account unless the same error involved other

client account(s) that should also receive the gains. It is not permissible for all clients to retain the gain. FBL Wealth Management may also confer with a client to determine if the client should forego the gain (e.g., due to tax reasons).

FBL Wealth Management will never benefit or profit from trade errors.

### **Block Trading Policy**

We may elect to purchase or sell the same securities for several clients at approximately the same time. This process is referred to as aggregating orders, batch trading or block trading and is used by our firm when FBL Wealth Management believes such action may prove advantageous to clients. If and when we aggregate client orders, allocating securities among client accounts is done on a fair and equitable basis. Typically, the process of aggregating client orders is done in order to achieve better execution, to negotiate more favorable commission rates or to allocate orders among clients on a more equitable basis in order to avoid differences in prices and transaction fees or other transaction costs that might be obtained when orders are placed independently.

FBL Wealth Management uses the average price allocation method for transaction allocation.

Under this procedure, FBL Wealth Management will calculate the average price and transaction charges for each transaction included in a block order and assign the average price and transaction charge to each allocated transaction executed for the client's account.

If and when we determine to aggregate client orders for the purchase or sale of securities, including securities in which FBL Wealth Management or our associated persons may invest, we will do so in accordance with the parameters set forth in the SEC No-Action Letter, *SMC Capital, Inc.* Neither we nor our associated persons receive any additional compensation as a result of block trades.

### **Agency Cross Transactions**

Our associated persons are prohibited from engaging in agency cross transactions, meaning we cannot act as brokers for both the sale and purchase of a single security between two different clients and cannot receive compensation in the form of an agency cross commission or principal mark-up for the trades.

## **Item 13 – Review of Accounts**

### **Account Reviews and Reviewers**

Managed accounts are reviewed at least quarterly. While the calendar is the main triggering factor, reviews can also be conducted at your request. Account reviews will include reviewing investment strategy and objectives and making a change if strategy and objectives have changed. Reviews are conducted by the investment adviser representative, with reviews performed in accordance with your investment goals and objectives.

Accounts established in the Unified Portfolio Wrap Fee Program are reviewed at least quarterly, usually when statements and/or reports are received from the program sponsor.

Our financial planning services do not include monitoring the investments of your account(s), and therefore, there is no ongoing review of your account(s) under such services. After the first anniversary of

the plan, the client may request, or the investment adviser representative may recommend, that the contract be renewed to update the financial plan. In this case, the investment adviser representative will gather current financial information and provide a written analysis, which will be reviewed based on the same process. Clients receive a completed financial plan at the completion of the financial planning process.

### **Statements and Reports**

For our investment management services, you will be provided with transaction confirmation notices and regular quarterly account statements in writing directly from the qualified custodian. Additionally, FBL Wealth Management may provide position or performance reports to you periodically and on demand.

Financial planning clients do not receive any report other than the written plan originally contracted for and provided by FBL Wealth Management.

You are encouraged to always compare any reports or statements provided by us or a third-party money manager against the account statements delivered from the qualified custodian. When you have questions about your account statement, you should contact our firm and the qualified custodian preparing the statement.

### **Item 14 – Client Referrals and Other Compensation**

FBL Wealth Management has entered into an arrangement with its associated persons or associated persons of its affiliated companies (Referring Parties) to refer clients to FBL Wealth Management. If a referred client enters into an investment advisory agreement with FBL Wealth Management, a solicitor's fee is paid to the referring party. The fee amount is dependent on whether the referrer is a registered or non-registered agent and based upon a percentage of the client advisory fees that are generated. The referral fee schedule is as follows:

- Registered Agent (Rep or Advisor) - 50% of FBL Wealth Management's compensation (1st year only)
- Non-Registered Agent - \$500 Flat Fee

The referral agreements between any referring party and FBL Wealth Management will not result in any charges to clients in addition to the normal level of advisory fees charged.

When a client is referred to us by a referring party, the referring party provides the client with a copy of our Disclosure Brochure as required by the *Investment Advisers Act of 1940*. The client also will complete a Solicitor's Disclosure Statement document.

The referral agreements between FBL Wealth Management and referring parties are in compliance with state and federal securities rules regarding paid solicitor arrangements.

*Please see Item 5, Fees and Compensation, Item 10, Other Financial Industry Activities and Affiliations and Item 12, Brokerage Practices, for additional discussion concerning other compensation.*

### **Item 15 – Custody**



FBL Wealth Management cannot provide custodial services for client assets and all client accounts are required to be held with a qualified custodian. FBL Wealth Management and your investment adviser representative generally cannot take possession of client funds or securities. However, the SEC has determined that the authority to deduct advisory fees from client accounts is considered “custody” under the Advisers Act rules. Therefore, FBL Wealth Management is deemed to have custody of client funds and securities whenever FBL Wealth Management is given the authority to have fees deducted directly from client accounts. However, this is the only form of custody FBL Wealth Management will ever maintain. It should be noted that authorization to trade in client accounts is not deemed by regulators to be custody. For accounts in which FBL Wealth Management is deemed to have custody, we have established procedures to ensure all client funds and securities are held at a qualified custodian in a separate account for each client under that client’s name.

Clients or an independent representative of the client will direct, in writing, the establishment of all accounts and therefore are aware of the qualified custodian’s name, address and the manner in which the funds or securities are maintained. Finally, account statements are delivered directly from the qualified custodian to each client, or the client’s independent representative, at least quarterly. Clients should carefully review and compare statements against reports received from FBL Wealth Management. When clients have questions about their account statements, they should contact FBL Wealth Management or the qualified custodian preparing the statement.

#### **Item 16 – Investment Discretion**

When providing investment management services, FBL Wealth Management maintains trading authorization over your Account and can provide management services on a **discretionary** basis. When discretionary authority is granted, we will have the authority to determine the type of securities, the amount of securities that can be bought or sold, the broker or dealer to be used and the commission rates paid for your portfolio without obtaining your consent for each transaction.

If you decide to grant trading authorization on a **non-discretionary** basis, we will be required to contact you prior to implementing changes in your account. Therefore, you will be contacted and required to accept or reject our investment recommendations including:

- The security being recommended
- The number of shares or units
- Whether to buy or sell

Once the above factors are agreed upon, we will be responsible for making decisions regarding the timing of buying or selling an investment and the price at which the investment is bought or sold. If your accounts are managed on a non-discretionary basis, you need to know that if we are not able to reach you or you are slow to respond to our request, it can have an adverse impact on the timing of trade implementations and the optimal trading price.

You will have the ability to place reasonable restrictions on the types of investments that may be purchased in your Account. You may also place reasonable limitations on the discretionary power granted to FBL Wealth Management so long as the limitations are specifically set forth in or included as an attachment to the client agreement.

In an agreement between the client and FBL, the client will grant FBL Wealth Management discretionary authority (without first consulting with client) to establish and/or terminate a relationship with a third-party FBL Wealth Management, LLC

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manager for purposes of managing the account or a portion of the account determined by FBL Wealth Management. The client will also grant the third-party manager selected by FBL Wealth Management with the discretionary authority (in the sole discretion of the third-party manager without first consulting with the client) to make all decisions to buy, sell or hold securities, cash or other investments for such portion of the account managed by the third-party manager. The client will also grant the third-party manager selected by FBL Wealth Management with the power and authority to carry out these decisions by giving instructions, on behalf of the client, to brokers and dealers and the qualified custodian(s) of the account. The client authorizes FBL Wealth Management to provide a copy of this agreement to the qualified custodian or any broker or dealer, through which transactions will be implemented on behalf of client, as evidence of third-party manager's authority under this agreement.

#### **Item 17 – Voting Client Securities**

Clients are given the option to vote proxies themselves or have FBL Wealth Management vote proxies on their behalf.

With respect to assets managed by a third-party money manager, we will not vote the proxies associated with these assets. You will need to refer to each third-party money manager's disclosure brochure to determine whether the third-party money manager will vote proxies on your behalf. You may request a complete copy of third-party money manager's proxy voting policies and procedures as well as information on how your proxies were voted by contacting the third-party money manager or by contacting FBL Wealth Management at the address or phone number indicated on Page 1 of this disclosure document.

#### **Item 18 – Financial Information**

Item 18 is not applicable. FBL Wealth Management does not require or solicit prepayment of more than \$1200 in fees per client, six months or more in advance. Therefore, we are not required to include a balance sheet for the most recent fiscal year. We are not subject to a financial condition that is reasonably likely to impair our ability to meet contractual commitments to clients. Finally, FBL Wealth Management has not been the subject of a bankruptcy petition at any time.

#### **Arrangement with Issuer of Securities**

FBL Wealth Management is owned by FBL Financial Group, Inc., a publicly traded company.

#### **Customer Privacy Policy Notice**

This notice is required by law. It explains the information practices of FBL Wealth Management and its affiliated companies. Our practices apply to all current, former and future customers. This notice does not apply to crop insurance products and services.

#### **Information We Collect**

In order to help us serve your financial needs and to comply with legal and regulatory requirements, we collect certain information about you. This information varies depending on the products or services you request, but may include:

- Information we receive from you on your application or other forms (such as name, address, social security number and financial and health information), including information you provide via the Internet by completing online forms;
- Information you authorize us to collect (such as health information for underwriting purposes) or information we are authorized or required by law to collect (such as medical records in a workers' compensation case or your taxpayer ID number);
- Information about your transactions with us, our affiliates, or others (such as your payment history or account balances);
- Information and data we receive from you and your enrolled vehicle(s) through participation in our Driveology® program;
- Information we receive from a consumer reporting agency (such as an investigative consumer report, including credit relationships and history); and
- Information we receive from public records (such as your driving record).

Personal information that has been collected about you may be retained both in our records and in your agent's files. Reports prepared by an insurance support organization may be retained by the insurance support organization and disclosed to other persons.

To the extent provided by law, you have the right to access and correct the information we have collected about you. You are also entitled to certain information regarding disclosures of medical information we may have made. To exercise these rights, provide a written request to the address below, which includes your complete name, address, date of birth, type(s) of policy(ies) held or applied for and all policy numbers issued to you by us.

### **The Security of Your Information**

We maintain physical, electronic, and procedural safeguards that comply with applicable state and federal laws and regulations to guard your personal information. Our internal procedures limit access to customer information, and those individuals permitted access are required to protect customer information and to keep it confidential.

### **Information We Share**

We may share your information with our affiliates to assist us in providing service for your products or account. This may include sharing information with our affiliates about your account history or experience with us; however, our affiliates do not use such information for marketing purposes.

We may also share some of the information we obtain about you with certain business partners, such as:

- Sharing information with companies that service your accounts, or that perform services on our behalf.
- Sharing information with companies with whom we have a joint marketing agreement. A joint marketing agreement is one where another financial institution offers a product or service jointly with us.

We require our business partners to protect customers' personal information and to limit their use of information shared to the purpose for which it was shared.

We may also disclose information to non-affiliated third parties as permitted or required by law, including in response to a subpoena, to prevent fraud, to comply with inquiries from government agencies or other regulators, or in order to process a transaction you request or authorize.

We do not share medical information except when needed to service your policies, accounts, claims or contracts; when laws protecting your privacy permit it, or when you consent. Medical information and

information obtained from a consumer reporting agency or motor vehicle reports is not used for marketing purposes.

**This notice is being provided on behalf of FBL Wealth Management. As of the date of this brochure, the Affiliated companies include:**

Farm Bureau Life Insurance Company	FBL Marketing Services, LLC
Greenfields Life Insurance Company	FBL Investment Management Services, Inc.
EquiTrust Life Insurance Company	FBL Insurance Brokerage, L.L.C.
Farm Bureau Property & Casualty Insurance Company	FBL Leasing Services, Inc.
Western Agricultural Insurance Company	FBL Assigned Benefit Company
	FBL Financial Group, Inc.

*We may change our privacy practices at times. We will give you a revised notice when required by law.*

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Mail inquiries to FBL Wealth Management at the following address:

Customer Privacy, 5400 University Avenue, West Des Moines, IA 50266

### **Business Continuity Plan**

FBL Wealth Management has a business continuity and contingency plan in place designed to respond to significant business disruptions. These disruptions can be both internal and external. Internal disruptions will impact our ability to communicate and do business, such as a fire in the office building. External disruptions will prevent the operation of the securities markets or the operations of a number of firms, such as earthquakes, wildfires, hurricanes, terrorist attack or other wide-scale, regional disruptions.

Our continuity and contingency plan has been developed to safeguard employees' lives and firm property, to allow a method of making financial and operational assessments, to quickly recover and resume business operations, to protect books and records, and to allow clients to continue transacting business.

The plan includes the following:

- Alternate locations to conduct business;
- Hard and electronic back-ups of records;
- Alternative means of communications with employees, clients, critical business constituents and regulators; and
- Details on the firms' employee succession plan

Our business continuity and contingency plan is reviewed and updated on a regular basis to ensure that the policies in place are sufficient and operational.