

SERFF Tracking Number: NWPA-125833346 State: Arkansas
Filing Company: Nationwide Life and Annuity Insurance Company State Tracking Number: 40375
Company Tracking Number: NWLA-407-AR
TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life
Product Name: Individual Whole Life Insurance Policy, Non-Participating
Project Name/Number: /

Filing at a Glance

Company: Nationwide Life and Annuity Insurance Company

Product Name: Individual Whole Life Insurance SERFF Tr Num: NWPA-125833346 State: ArkansasLH
Policy, Non-Participating

TOI: L071 Individual Life - Whole

SERFF Status: Closed

State Tr Num: 40375

Sub-TOI: L071.101 Fixed/Indeterminate
Premium - Single Life

Co Tr Num: NWLA-407-AR

State Status: Approved-Closed

Filing Type: Form

Co Status: Pending

Reviewer(s): Linda Bird

Authors: Clara Pollard, Drema
Wallace

Disposition Date: 10/07/2008

Date Submitted: 09/26/2008

Disposition Status: Approved

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name:

Status of Filing in Domicile: Authorized

Project Number:

Date Approved in Domicile: 06/04/2008

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 10/07/2008

State Status Changed: 10/07/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

NWLA-407-AR, Individual Whole Life Insurance Policy, Non-Participating

LAA-0106AO.1, Application for Life Insurance

NAIC # 92657

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Enclosed for filing, subject to your approval, is form NWLA-407-AR, Individual Whole Life Insurance Policy, Non-Participating. This is a new form and will not replace any existing form. We do not intend to market this product with an illustration. This is a guaranteed life insurance product; it does not contain any non-guaranteed elements. We intend to use a rate card to provide a quote to the proposed Insured at the time of solicitation.

This Policy is a non-participating individual whole life insurance product. This product has a graded death benefit. This product is based on the 2001 CSO ALB Mortality Table. Due to a previous filing objection received on 04/23/08, State Filing # 38711, it is our belief that the graded death benefit is in compliance with Bulletin 8-85, Guidelines One and Two.

This product provides permanent protection for the Insured's lifetime. The death benefit in policy year one is 30% of the Specified Amount. The death benefit in policy year two is 60% of the Specified Amount. The death benefit in policy years three and later is the Specified Amount. The Premiums are constant and level to Attained Age 120. The Premium ceases at attained age 120.

The Issue Ages for this plan are: 18-75 - Standard Tobacco and 0-75 – Standard Non-Tobacco. The minimum Specified Amount is \$5,000. The maximum Specified Amount is \$50,000.

There are two non-forfeiture options available: Cash Value and Extended Term Insurance. Loans are permitted on this product.

Also included for your review as part of the Policy is form LAA-0106AO.1, Application for Life Insurance. This is a new form and will not replace any existing form.

Forms NWLA-407-AR and LAA-0106AO.1 have been written in a readable fashion and have attained Flesch scores of 54.3 and 49.1 respectively. These forms are being filed concurrently in our state of domicile.

Thank you in advance for your prompt attention to this filing.

Clara J. Pollard
Senior Analyst

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NF Regulatory Filings &
 Operations Team, 1-33-102
 Phone: (800) 691-0023 ext. 9-4507
 Fax: (614) 249-2112
 E-Mail: pollarc@nationwide.com

Enclosures:

1. Filing Fee
2. Certifications
3. Notice LHO-396-F and Life 3940-B
4. Form NWLA-407-AR, Individual Whole Life Insurance Policy, Non-Participating
5. Form NWLA-407-AR Policy Data Pages
6. Form LAA-0106AO.1, Application for Life Insurance
7. Amendatory Endorsement NWLA-11-A
8. Actuarial Memorandum
9. Statement of Variability

Company and Contact

Filing Contact Information

Clara Pollard, Sr. Analyst pollarc@nationwide.com
 One Nationwide Plaza (614) 249-4507 [Phone]
 Columbus, OH 43215

Filing Company Information

Nationwide Life and Annuity Insurance Company	CoCode: 92657	State of Domicile: Ohio
One Nationwide Plaza	Group Code: 140	Company Type:
1-10-03	Group Name:	State ID Number:
Columbus, OH 43215	FEIN Number: 31-1000740	
(800) 882-2822 ext. [Phone]	-----	

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Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? Yes
Fee Explanation: \$50.00 per policy with associated documents or domicile state, whichever is greater.
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Nationwide Life and Annuity Insurance Company	\$50.00	09/26/2008	22754073

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	10/07/2008	10/07/2008

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Disposition

Disposition Date: 10/07/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Amendatory Endorsement NWLA-11-A		Yes
Supporting Document	Statement of Variability		Yes
Form	Individual Whole Life Insurance Policy, Non-Participating		Yes
Form	Policy Data Pages		Yes
Form	Application for Life Insurance		Yes

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Form Schedule

Lead Form Number: NWLA-407-AR

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	NWLA-407-AR	Policy/Contract	Individual Whole Life Insurance Policy, Non-Participating Certificate	Initial		54	NWLA-407-AR.pdf
	NWLA-407-AR	Data/Declaration Pages	Policy Data Pages	Initial		0	NWLA-407-AR PDP.pdf
	LAA-0106AO.1	Application/Enrollment Form	Application for Life Insurance	Initial		49	LAA-0106AO.1.pdf



NATIONWIDE LIFE AND ANNUITY INSURANCE COMPANY, a stock life insurance company organized under the laws of the State of Ohio, issues this Policy to you in return for the Premiums you pay to us.

Home Office: [ONE NATIONWIDE PLAZA
COLUMBUS, OHIO 43215-2220]

Telephone: [1-800-882-2822]

We thank you for putting your trust in us. If you have any questions about this Policy, please contact us at our Home Office. You can reach us at the address and phone number listed above. To help us serve you better, please let us know if you change your name, address, or wish to change a party to or interest in this Policy. Thank you for letting us help you meet your insurance needs.

We will provide the benefits described in this Policy, including payment of the Death Benefit Proceeds upon receiving Proof of Death for the Insured prior to the Maturity Date and while this Policy is in force. We will pay you the Maturity Proceeds if the Insured is living on the Maturity Date.

RIGHT TO EXAMINE AND CANCEL

YOU HAVE THE "RIGHT TO EXAMINE AND CANCEL" THIS POLICY. YOU MAY RETURN THIS POLICY WITHIN TEN DAYS OF THE DATE YOU RECEIVED IT TO OUR HOME OFFICE OR THROUGH THE REPRESENTATIVE FROM WHOM IT WAS PURCHASED. WHEN WE RECEIVE THIS POLICY, WE WILL CANCEL AND VOID IT AND THEN REFUND ALL PREMIUMS PAID TO YOU IN FULL AS OF THE CANCELLATION DATE.

THIS IS A LEGAL CONTRACT BETWEEN YOU AND US, SO PLEASE READ IT CAREFULLY. IF THIS POLICY IS NOT RETURNED DURING THE "RIGHT TO EXAMINE AND CANCEL" PERIOD, YOU WILL BE BOUND BY ITS TERMS.

Signed by us on the Policy Date:

Secretary

President

INDIVIDUAL WHOLE LIFE INSURANCE POLICY, NON-PARTICIPATING

Whole life insurance payable on the death of the Insured while this Policy is in force.

Reduced death benefit payable during first two Policy Years.

Level Premium guaranteed at issue and payable as scheduled during the Insured's lifetime until the Policy Anniversary in the Payable to Year shown in the Policy Data Pages.

Rate Premium Class and Rate Type are shown in the Policy Data Pages.

No dividends are payable.

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DEFINED TERMS USED IN THIS POLICY

The defined terms listed below are either frequently used or have an important meaning within this Policy.

Attained Age – Age measured from the Policy Date. Attained Age is equal to a person's Issue Age plus the number of completed Policy Years.

Beneficiary – The person or entity, such as a trust or charity, you name to receive the Death Benefit Proceeds if the Insured dies while this Policy is in force.

Cash Value – The accumulated dollar value of this Policy shown in the Table of Values in the Policy Data Pages, minus any Premiums that are due and unpaid.

Contingent Beneficiary – The person or entity, such as a trust or charity, you name to receive the Death Benefit Proceeds if the Insured dies while this Policy is in force and no Beneficiary is living or in existence.

Contingent Owner – The person or entity, such as a trust or charity, you name who becomes the Policy Owner if you die before the Insured.

Death Benefit Proceeds – The amount we pay if the Insured dies while this Policy is in force.

Extended Term Insurance – Paid-up term life insurance equal to the Specified Amount of this Policy minus any due and unpaid Premium and/or Indebtedness.

Indebtedness – The amount you owe to us due to any automatic Premium loan and/or Policy loan, including principal and accrued loan interest charged.

Insured – The person you name whose life is covered by this Policy. If the Insured dies while this Policy is in force, the Death Benefit Proceeds become payable.

Issue Age – A person's age based on their last birthday prior to the Policy Date. The Insured's Issue Age is shown in the Policy Data Pages.

Maturity Date – The Policy Anniversary on which the Insured reaches Attained Age 120.

Maturity Proceeds – The amount payable to you if this Policy is in force on the Maturity Date and the

Insured is living. The Maturity Proceeds are equal to the Net Cash Value of this Policy on the Maturity Date.

Nationwide – Nationwide Life and Annuity Insurance Company. References to "we," "our" and "us," also mean Nationwide Life and Annuity Insurance Company.

Net Cash Value – The cash Surrender value of this Policy. It is equal to the Cash Value of this Policy minus any Indebtedness.

Policy – The terms, conditions, benefits, and rights of the life insurance contract described in this document and the attached application form.

Policy Anniversary – Each anniversary of the Policy Date. For any year in which such date does not exist (February 29th), the last day of the month will be the Policy Anniversary.

Policy Date – The issue date of this Policy. It is the date this Policy takes effect subject to the payment of the first required Premium payment stated in the Policy Data Pages.

Policy Owner – The person or entity possessing all rights under this Policy prior to the Insured's death. The Policy Owner is named on the application unless later changed. References to "you" or "your" also mean the Policy Owner.

Policy Year – Beginning with the Policy Date, each one-year period this Policy remains in force.

Premium – The periodic payments you are required to make to maintain the full benefits of this Policy and any attached riders. The required amount of Premium on the Policy Date is stated in the Policy Data Pages.

Proof of Death – A certified copy of the death certificate. If no death certificate will be issued (e.g. missing person), such other evidence and documentation as permits us to make a reasonable determination as to the fact of, date, cause and manner of the death.

Settlement – Payment of the Death Benefit Proceeds, Maturity Proceeds, or Net Cash Value.

Specified Amount – The dollar amount used to determine the death benefit of this Policy. It is stated in the Policy Data Pages.

State of Issue – The jurisdiction where this Policy has been issued for delivery. For purposes of this Policy, the term includes the District of Columbia,

Puerto Rico and any state, territory, or possession of the United States of America.

Surrender – The termination of this Policy at your request resulting in payment to you of any remaining Net Cash Value. Surrender ends all coverage under this Policy.

GENERAL POLICY PROVISIONS

Policy References and Headings

Unless the context requires otherwise, the following will apply to the references and headings in this Policy:

1. singular references will also refer to the plural and plural references will also refer to the singular;
2. when we refer to a "provision" it means the entire contents under a main heading in this Policy; and
3. when we refer to a "section," it means the entire contents under a sub-heading within a provision.

Entire Contract

The insurance provided by this Policy is in return for the application and for Premiums paid as required in this Policy. This Policy and a copy of any written application, including any written supplemental applications together with any amendments, endorsements, or riders make up the entire contract.

No statement will be used in defense of a claim under this Policy unless it is contained in a written application that is endorsed upon or attached to this Policy.

The laws of the State of Issue will govern this Policy.

Alteration or Modification

All changes or agreements related to this Policy must be on official forms signed by our President or Secretary. No agent of Nationwide, medical examiner, or other representative is authorized to accept risks, alter or modify contracts, or waive any of our rights or requirements.

This Policy may be modified or superseded by applicable law. We will furnish you a copy of any

amendment or endorsement or other document modifying this Policy.

Other changes to this Policy will be made only if you and we agree.

Waiver

Our failure to enforce any provision of this Policy in one or more instances shall not be deemed, and may not be construed or relied upon, as a waiver of such provision. Nor shall any waiver or relinquishment of any right or power hereunder in any one or more instance be deemed, and may not be construed or relied upon as, a continuing waiver or relinquishment of that right or power at any other time or times.

Applications

All statements in an application, in the absence of fraud, are considered representations and not warranties. In issuing this Policy, we have relied on the statements made in the application to be true and complete. Subject to the Incontestability section of this Policy, no such statement will be used to contest this Policy or deny a claim unless that statement is made in an application and is a misrepresentation that is material to our agreement to provide insurance.

In the case of reinstatement, the addition of benefits by rider, an increase of the Specified Amount, or requests for changes in underwriting classification, we rely on the statements made in the respective applications to be true and complete. Subject to the Incontestability section of this Policy, or an attached rider as applicable, no such statement shall be used to contest or deny a claim unless that statement is made in the application to reinstate, add benefits, or increase the Specified Amount and is a misrepresentation material to our agreement to provide or reinstate coverage.

Non-Participation

This Policy does not participate in our earnings or surplus and does not earn or pay dividends.

Policy Termination

All coverage under this Policy will terminate when any of the following events occur:

1. you request in writing to terminate coverage under this Policy;
2. the Insured dies;

3. this Policy reaches the Maturity Date;
4. this Policy lapses at the end of a grace period, subject to the Reinstatement section; or
5. you Surrender this Policy for its Net Cash Value.

Suicide

If the Insured commits suicide, while sane or insane, within two years from the Policy Date or a reinstatement date, we will not pay the Death Benefit Proceeds normally payable on the Insured's death. Instead, we will pay an amount equal to all Premiums paid prior to the Insured's death, less any Indebtedness.

Incontestability

After this Policy has been in force during the lifetime of the Insured for two years from the Policy Date or a reinstatement date, we will not contest it for any reason except nonpayment of Premium.

After an amendment, endorsement, or rider has been in force as part of this Policy during the lifetime of the Insured for two years from its effective date or a reinstatement date, we will not contest it for any reason except nonpayment of Premium.

Misstatement of Age or Sex

If the age or sex of the Insured has been misstated, all payments and benefits under this Policy will be those the Premiums paid would have purchased at the Insured's correct age or sex.

Postponement of Payments

We have the right to delay payment of the Net Cash Value on Surrender or a Policy loan, except where the loan will be used to pay premium, for a period permitted by law but not longer than six months after either is requested.

Assignment

You may be able to assign some or all of your rights under this Policy. Assignments must be made in writing and signed by you before the Maturity Date or the death of the Insured, whichever occurs first. Assignments take effect as of the date signed, unless otherwise specified by you, subject to any payments made or actions taken by us before the assignment is

recorded. An assignment will not be recorded until we have received sufficient and clear written direction from you on how rights under this Policy are to be divided.

We may reject or refuse to recognize assignments that alter the type or character of the risk we assumed in issuing this Policy. Assignments will be subject to any amounts owed to us before the assignment was recorded. The interest of a Beneficiary will be subject to the rights of any assignee of record, unless the Beneficiary designation is made irrevocable prior to the assignment.

We are not responsible for the validity or tax consequences of any assignment or for any payment or other Settlement made prior to our recording of the assignment.

Instructions

All elections, payment requests, claims, instructions, and/or communications to us must be sent to our Home Office listed on the face page of this Policy and received there by us before we can take any action.

No instructions are effective until received and processed or recorded by us at our Home Office.

Unless we specify otherwise, all instructions under this Policy must be received in writing, signed and dated. We only accept instructions in writing using a traditional hard-copy format, but upon mutual agreement between you and us, we will consent to the acceptance of other methods of delivering instructions such as electronic mail, facsimile or other appropriate agreed upon formats.

For certain Policy changes, such as changes in named parties, authorization of a third-party to act on your behalf, requests to terminate coverage, requests for Surrender, requests for a Policy loan, requests to exchange this Policy for another plan of insurance, requests to establish or change a nonforfeiture option, requests for a Policy Settlement option and claims for Death Benefit Proceeds, we may require you to complete the request on a form we provide.

Currency

Any money we pay, or that is paid to us, must be in the currency of the United States of America.

Reports

While this Policy is in force, we will send a report to your last known address at least once every year showing you this Policy's current Specified Amount, Cash Value, Net Cash Value, and any outstanding Indebtedness. The report will also include any other information required by federal and/or state laws and regulations.

Modified Endowment Contract

Certain policies may be or become Modified Endowment Contracts (MECs) under Section 7702A of the Internal Revenue Code of 1986. We will notify you if your Policy becomes a MEC. If your Policy is or becomes a MEC and is later exchanged into another policy, you may have adverse income tax consequences. Nationwide and its representatives do not provide tax advice. Please consult your tax advisor to determine any tax implications.

PARTIES AND INTERESTS IN THIS POLICY

Nationwide

We are a stock life insurance company organized under the laws of the State of Ohio. In exchange for making Premium payments as required in this Policy we provide certain benefits, including paying the Death Benefit Proceeds if the Insured dies while this Policy is in force.

Policy Owner

You are the Policy Owner and may exercise all rights under this Policy during the lifetime of the Insured. If you die before the Insured, your estate will become the Policy Owner unless there is a named Contingent Owner or you have directed us otherwise.

You name the other parties with rights and interests in this Policy.

Unless otherwise provided on the Policy application or applicable change of ownership form, if there is more than one Policy Owner, all rights, title and interest in this life insurance Policy will be held jointly with right of survivorship and, all rights, title and interest of any Policy Owner who predeceases the Insured shall vest in the surviving Policy Owner or jointly in the surviving Policy Owners, subject to the prior rights of all assignees. The signatures of all Policy Owners, or their legal

representatives, will be required on any written instructions to exercise Policy rights.

Contingent Owner

You may name a Contingent Owner under this Policy at any time during the lifetime of the Insured. If you name a Contingent Owner, the Contingent Owner will become the Policy Owner if you die during the lifetime of the Insured.

The Insured

The Insured is the person upon whose life this Policy is issued. You may not change the Insured.

Beneficiary and Contingent Beneficiary

You may name one or more Beneficiaries and Contingent Beneficiaries. The right to receive payments under this Policy, including the Death Benefit Proceeds, is described in detail in the Policy Benefits Provisions.

Unless you direct otherwise, the following will apply:

1. if more than one Beneficiary survives the Insured, each will share equally in any right to receive the Death Benefit Proceeds;
2. if no Beneficiary survives the Insured, and there is more than one Contingent Beneficiary that survives the Insured, each will share equally in any right to receive the Death Benefit Proceeds; and
3. if no Beneficiary or Contingent Beneficiary survives the Insured, then you or your estate is entitled to receive the Death Benefit Proceeds.

Changes of Named Parties and Interests

Prior to the Insured's death, you may change the named Beneficiary, Contingent Beneficiary, and Contingent Owner, unless such party was designated as irrevocable, by providing us proper notice in the proper format, as provided in the Instructions section of the General Provisions provision of this Policy. A party designated as irrevocable may only be changed with that party's written consent.

You may also change the Policy Owner, but in doing so you will surrender all rights under this Policy to the new Policy Owner.

Any change of a party to this Policy will be effective as of the date signed; however, we are not liable for any actions taken or payments made until the change is received and recorded at our Home Office listed on the face page of this Policy.

PREMIUM PAYMENT PROVISIONS

Premium Payment

Premiums are payable for the duration specified in the Policy Data Pages (see Payable to Year), or until the death of the Insured or this Policy is Surrendered, whichever occurs first. Premiums are payable to our Home Office listed on the face page of this Policy or to our authorized representative. Our authorized representative will accept Premiums and provide an official receipt signed by our President or Secretary and countersigned by our representative.

Premium is payable in advance and must be paid in full when due to avoid loss of coverage or reduction of benefits. The initial Premium is due on the Policy Date shown in the Policy Data Pages. After that, Premiums are due once a year, once every six months, once every three months, or once a month, depending upon the frequency of payment you select. However, the mode selected must conform to Premium payment rules we have in effect at the time.

All future Premiums are guaranteed. You may change the frequency of future Premium payments by requesting the change in writing. The change must conform to the Premium payment rules we have in effect at that time.

Selecting a frequency more often than annual may increase the amount of Premium you must pay, see the Modal Premium Comparison section in the Policy Data Pages.

Grace Period

After the initial Premium payment, if any Premium payment is not paid when due, we will send you a notice that this Policy has entered a grace period.

A grace period lasts for thirty-one days from the date we send written notice that a Premium payment has been missed. This Policy will continue in force during the grace period during which the overdue Premium may be paid. However, if the Insured dies during the grace period, and prior to payment of the Premium due, any unpaid Premium will be deducted from the Death Benefit Proceeds. In no event will Premiums be charged past the month of the Insured's death.

If overdue Premium is not paid by the end of a grace period and the Insured is living, one of the following will occur:

1. if this Policy has no Net Cash Value, it will lapse and all coverage under this Policy and any attached riders will terminate subject to the Reinstatement section; or
2. if this Policy has a Net Cash Value, after the end of the grace period, we will:
 - a. initiate an automatic Premium loan, if the requirements are met; or
 - b. implement the applicable nonforfeiture option.

You may request a change of the method used to continue your coverage under item 2 after the end of a grace period, subject to our approval.

Automatic Premium Loan Option

This option is in effect unless you elect otherwise at the time of application for this Policy or by written request after the Policy Date. Written requests to elect or discontinue this option must be received and recorded by us before the end of a grace period. Once elected, this option continues in effect unless you request in writing that it be canceled.

Premium loans are secured by this Policy and will be in the amount of the unpaid Premium due, including Premium due for any elected riders, plus interest to the next Policy Anniversary.

An automatic loan to pay Premium will be made if:

1. this option is in effect at the end of a grace period;
2. Premium due has not been paid by the end of its grace period; and
3. the resulting Premium loan, plus interest to the next Policy Anniversary, does not exceed the then current Net Cash Value.

Interest and repayment terms for an automatic Premium loan are the same as stated in the Loan Interest and Loan Repayment sections of the Policy Benefits Provision.

Nonforfeiture Options

You may request one of the two non-forfeiture options in writing at any time:

1. Extended Term Insurance

You may use the Net Cash Value as a single Premium to convert this Policy to Extended Term Insurance. The amount of Extended Term Insurance provided will be calculated as of the date the first unpaid Premium was due. It will be:

- a. the Specified Amount of this Policy; minus
- b. any amounts owed to us under the Premium Payment and Policy Loan sections.

Any existing Indebtedness will be paid off in the conversion. No new loans may be taken under this Policy while it is continued as Extended Term Insurance. This Policy may not be exchanged while it is being continued as Extended Term Insurance.

The Extended Term Insurance will be in force for as long a period as the Net Cash Value will purchase at the Attained Age of the Insured on the date the unpaid Premium was due. You may reinstate the whole life coverage under this Policy while Extended Term Insurance is in effect or after it expires, subject to the Reinstatement section.

2. Surrender this Policy

You may choose to Surrender this Policy in accordance with the Cash Surrender section of the Policy Benefits Provisions.

If unpaid Premium is not received by the end of a grace period, you have not surrendered this Policy, and the requirements of the automatic Premium loan option are not met at that time, the default nonforfeiture option will be automatic conversion of this Policy to Extended Term Insurance as described in option 1 above.

Reinstatement

If this Policy lapses prior to the Insured's date of death, and has not been Surrendered, or it is being

continued as Extended Term Insurance, you may reinstate this Policy subject to the following:

1. you must apply in writing within five years after the date the first unpaid Premium was due;
2. you will be required to provide evidence of the Insured's insurability satisfactory to us; and
3. all overdue Premiums and any other amounts owed to us must be paid with compound interest up to 6% per year from the date of default to the date of reinstatement. We may charge less than the maximum rate. Compounding of interest means that each year the interest is added to the amount owed and begins to bear interest itself during the following year.

After this Policy has been in force for two years from a reinstatement date, we will not contest it for any reason except nonpayment of Premium.

POLICY VALUES PROVISIONS

This Policy develops cash and loan values. These values for the early Policy Years and selected later Policy Years are shown in the Table of Values in the Policy Data Pages. Values for Policy Years not shown are available upon request.

Values in this Policy are equal to or greater than the minimum values required by law. We have filed a detailed statement of the method of computing the values in this Policy with the insurance regulator in the State of Issue.

Table of Values

Policy reserves are calculated using the Commissioner's Reserve Valuation Method based on an annual interest rate stated in the Policy Data Pages. For Issue Ages 18 and above, values are based on the Ultimate, sex and class distinct 2001 Commissioner's Standard Ordinary Mortality Table, on an Age Last Birthday basis. For Issue Ages below 18, values are based on the Ultimate, sex (but not class) distinct 2001 Commissioner's Standard Ordinary Mortality Table, on an Age Last Birthday basis.

The Cash Value is equal to the minimum values required by law during the first five Policy Years, based on annual interest rate stated in the Policy Data

Pages. For Issue Ages 18 and above, values are based on the Ultimate, sex and class distinct 2001 Commissioner's Standard Ordinary Mortality Table, on an Age Last Birthday basis. For Issue Ages below 18, values are based on the Ultimate, sex (but not class) distinct 2001 Commissioner's Standard Ordinary Mortality Table, on an Age Last Birthday basis.

Cash Values grade into Policy reserves between the fifth and fifteenth Policy Years; they equal the Policy reserves on or after the fifteenth Policy Year. All values assume Death Benefit Proceeds are paid immediately upon the death of the Insured.

The values shown assume all Premium Payments are received when due and no loans are taken. Actual values for this Policy are available upon request.

Cash Value of Extended Term Insurance

If this Policy is being continued as Extended Term Insurance, its cash value is equal to the cost of the remaining insurance based on the Insured's Attained Age, mortality based on the 2001 Commissioner's Standard Ordinary Mortality Table, and the annual interest rate stated in the Policy Data Pages. Within thirty-one days after a Policy Anniversary, this cash value will not be less than it was as of that Policy Anniversary.

POLICY BENEFITS PROVISIONS

Privilege of Exchange

While this Policy is in force and prior to the earlier of the Insured's date of death or the Maturity Date, you may exchange this Policy for another plan of insurance, subject to our approval. You must pay any costs involved and furnish any evidence of insurability we request.

This Policy may not be exchanged while it is being continued as Extended Term Insurance.

Cash Surrender

This Policy may be Surrendered for its Net Cash Value at any time prior to the death of the Insured while this Policy is in force. We may require return of this Policy for endorsement prior to making payment. All coverage under this Policy and any elected riders ends on the date we receive your written Surrender request. Normally, we will pay the Net Cash Value when your written request is received and recorded at our Home Office listed on

the face page of this Policy. However, we have the right to defer payment for the period permitted by law, but not longer than six months after we receive the written request.

If you Surrender this Policy within thirty days of a Policy Anniversary, the cash surrender value will not be less than the cash surrender value on that Policy Anniversary, less any additional Indebtedness incurred during that period.

Policy Loans

You may obtain a loan from us using this Policy as security. The loan must be requested in writing. You may borrow any amount not to exceed the Net Cash Value. We have the right to defer making a policy loan, except in a case where the loan will be used to pay Premium, for the period permitted by law, but not longer than six months after we receive the written loan request.

Loans are not available under this Policy while it is being continued as Extended Term Insurance.

Loan Interest

Interest on a loan is payable in advance. Interest not paid when due is added to Indebtedness which bears interest at a rate determined as stated below. The effective annual interest rate charged on Indebtedness will not exceed the greater of:

1. a. The published monthly average of Moody's Corporate Bond Yield-Monthly Average Corporates, as published by Moody's Investors Service, Inc., for the calendar month ending two months before the date on which the rate is determined; or
- b. any successor to that publication; or
- c. if Moody's Corporate Bond Yield-Monthly Average Corporates is no longer published, a substantially similar average permitted by the State of Issue; or
2. the rate used to compute the Cash Values under this Policy, during the applicable period, plus one percent per annum.

Interest rates will be determined, as stated above, on January 1 of each year. However, interest rates will be applied on a Policy Year basis, each rate will be in effect from the Policy Anniversary falling on or after the January 1 of its determination until the next following Policy Anniversary.

We will notify you of the rate of interest in effect when a loan is made against this Policy.

No increase or decrease to the rate charged on an existing loan from one Policy Year to the next will be made unless the rate determined above is one-half percent, or more, higher or lower than the rate charged during the previous Policy Year.

You will be sent advance notice of any change in the interest rate charged on existing loans. The notice will be sent as soon as reasonably possible.

Loan Repayment

All or part of a loan may be repaid to us at any time while this Policy is in force during the Insured's lifetime. Any payment intended as a loan repayment, rather than a Premium payment, must be identified as such. Each loan payment must be at least \$25.00.

Indebtedness will be deducted from the Cash Value and reduce the amount, without further Premium payments, available to continue this Policy through automatic Premium loans, as Extended Term Insurance, or for the cash Surrender of this Policy.

If Indebtedness is not repaid by the earlier of the Insured's death or the Maturity Date, it will reduce the amount of any Death Benefit Proceeds or Maturity Proceeds paid.

Excessive Indebtedness

If the total Indebtedness ever equals or exceeds the Cash Value of this Policy, we will mail notice to the Policy Owner at the Owner's last known address. This Policy will lapse thirty-one days after we mail notice and all coverage under this Policy will terminate unless a sufficient loan repayment is received, or you exercise your rights under the Reinstatement section.

Death Benefit

If the Insured dies while this Policy is in force, the death benefit will be the applicable amount stated in the Benefit and Premium Breakdown section of the Policy Data Pages. The death benefit during the first

Policy Year will be equal to 30% of the Specified Amount; and the death benefit during the second Policy Year will be equal to 60% of the Specified Amount. The death benefit after the second Policy Year will be 100% of the Specified Amount.

Death Benefit Proceeds

We will not pay the Death Benefit Proceeds until we receive and record Proof of Death for the Insured and any other information we may reasonably require.

The Death Benefit Proceeds that become payable if the Insured dies while this Policy is in force are equal to:

1. the Death Benefit as shown on the Policy Data Pages on the date of the Insured's death; plus
2. premium paid beyond the month in which the Insured's death occurs; minus
3. any amounts owed to us under the Premium Payment and Policy Loans sections.

We will pay the Death Benefit Proceeds as described in the Beneficiary and Contingent Beneficiary section of this Policy. The manner in which the Death Benefit Proceeds will be paid is described in the Policy Settlement section.

The Death Benefit Proceeds are subject to adjustment as described in the Incontestability, Suicide, and Misstatement of Age or Sex sections of the General Policy Provision.

Policy Maturity Proceeds

If the Insured is alive and your Policy is in force on the Maturity Date, the Maturity Proceeds will be paid to you according to the Policy Settlement section below.

Policy Settlement

Policy Settlement may be made in a lump sum or by other available options listed below upon our receipt of complete instructions and any other information we may reasonably require. More than one Settlement option may be chosen. However, Settlement options other than the lump sum option may only be chosen if the total amount to be applied under an option is at least \$2,000.00 and each payment is at least \$20.00.

While this Policy is in force and prior to the death of the Insured, you may choose, revoke, or change Settlement options at any time, subject to the limits stated above. If the Insured dies while this Policy is in force and no Settlement option is recorded as having been elected, then the Beneficiary will be permitted to choose a Settlement Option. If no other Settlement option has been chosen, payment will be made in a lump sum.

Settlement options must be chosen, revoked, or changed by proper written request. After an election, revocation, or change is recorded at our Home Office listed on the face page of this Policy, it will become effective as of the date it was requested; however, we will not be liable to any person for any action or payment we make prior to recording the change. We may require proof of age of any person to be paid under a Settlement option. Any change of Beneficiary prior to the effective date of the Settlement Contract will automatically revoke any Settlement option that is in effect.

At the time of Policy Settlement under any Settlement option other than lump sum, we will issue a Settlement contract in exchange for this Policy. The effective date of the Settlement contract will be the date the Insured died, the Maturity Date, or the date this Policy is Surrendered. Payments will be made at the beginning of the selected 12, 6, 3, or 1 month interval starting with the effective date of the Settlement contract.

Settlement Options

Settlement option payments are not assignable. To the extent allowed by law, Settlement option payments are not subject to the claims of creditors or to legal process. In addition to a lump sum payment, the following Settlement options are available:

1. Life Income with Payments Guaranteed: Amounts applied to this option will be paid for a

term equal to, the greater of the named payee's remaining lifetime, or the selected guarantee period of ten, fifteen, or twenty years. The amount payable monthly for each \$1,000 applied to this option is stated in the Option 1 Table in the Policy Data Pages. Since payments are based on your lifetime, which is not a predetermined time period, once payments begin you cannot withdraw any amount.

2. Joint and Survivor Lifetime Income: Amounts applied to this option will be paid and continued during the lifetimes of the named payees, as long as either payee is living. The amount payable monthly for each \$1,000 applied to this option for selected age and sex combinations is stated in the Option 2 Table in the Policy Data Pages. Amounts payable for age and sex combinations not stated in the Option 2 Table will be furnished on request. Since payments are based on your lifetime, which is not a predetermined time period, once payments begin you cannot withdraw any amount.
3. Life Annuity: Amounts applied to this option will be paid during the lifetime of the named payee. The amount payable will be based on our current annuity purchase rates on the effective date of the settlement contract. Annuity purchase rates are subject to change. Upon request, we will quote the amount currently payable under this Settlement option. Since payments are based on your lifetime, which is not a predetermined time period, once payments begin you cannot withdraw any amount.
4. Any Other Option: Settlement options not set forth in this Policy, may be available. You may request any other form of Settlement option, subject to our approval. The amount and period available under any other option will be determined by us.

NATIONWIDE LIFE AND ANNUITY INSURANCE COMPANY

ENDORSEMENTS (Endorsements may be made only by Nationwide at our Home Office listed on the face page of this Policy) Please attach any applicable endorsements here (Note: this section is not used as a blank endorsement).

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THIS PAGE WILL BE USED FOR ENDORSEMENTS.



Whole life insurance payable on the death of the Insured while this Policy is in force.

Reduced death benefit payable during first two Policy Years.

Level Premium guaranteed at issue and payable as scheduled during the Insured's lifetime until the Policy Anniversary in the Payable to Year shown in the Policy Data Pages.

Rate Premium Class and Rate Type are shown in the Policy Data Pages.

No dividends are payable.

Riders

POLICY DATA PAGES

The Policy Data Pages include information about this Policy as of the Policy Date based on information you provided us on the application including any supplemental application. Information regarding any new elections or change of parties you make after the Policy Date will be provided by endorsement to this Policy or amendment to the application.

POLICY INFORMATION**Policy Owner:** [Joe Doe]**Policy Date:** [January 1, 2007]**Insured:** [John Doe]**Policy Type:** [Whole Life Insurance Paid Up at
Attained Age 120]**Issue Age of Insured:** [35]**Policy Number:** [L1234567890]**Sex of Insured:** [Male]**PREMIUM AND DEATH BENEFIT INFORMATION****Specified Amount:** [\$25,000]**Premium Class:** [Standard]**Payment Frequency:** [Annual]**Rate Type:** [Tobacco]**Initial Premium*:** [\$759.00]**Total Annual Premium**:** [\$759.00]**Benefit and Premium Breakdown**

Form	Annual Premium	Payable to Year***
[NWLA-407-AR] [Whole Life Insurance Paid Up at Attained Age 120]	[\$759.00]	[2092]

Policy Year	Death Benefit
1	[\$7,500]
2	[\$15,000]
3 and later	[\$25,000]

Modal Premium Comparison

Listed below are the payments you will make if you decide to pay your Premium on a modal basis. The Total Annual Premium you pay may be higher when you elect to pay on a modal basis (other than annual).

Payment Frequency and Premium****	Modal Premium Factors	Total Annual Premium by Payment Frequency
Annual [\$759.00]	1.00000	[\$759.00]
Semi-Annual [\$379.50]	0.50000	[\$759.00]
Quarterly [\$189.75]	0.25000	[\$759.00]
Monthly [\$63.26]	0.08334	[\$759.12]

*The Initial Premium indicated above is based on the Payment Frequency you elected also shown above. You may elect to pay Premium on a modal basis (other than annual). We accept Premium on a modal basis semi-annually, quarterly or monthly.

**The Total Annual Premium indicated above shows Premium, at the Payment Frequency shown above, for all coverage provided by the base Policy and any optional riders you elected.

***Premium is payable until the earlier of Policy Anniversary in the Payable to Year specified or the death of the Insured.

****The Premium amount for each modal frequency is calculated by multiplying the Annual Premium by the applicable Modal Premium Factor. To calculate the total Premium you pay on an annual basis for each modal frequency multiply the Premium required for the modal frequency by the number of payments in a year (e.g., for quarterly modal frequency you multiply by four).

POLICY DATA PAGES (CONT.)**TABLE OF VALUES PER \$1,000 SPECIFIED AMOUNT**

End of Policy Year	Insured Attained Age	Cash Value Or Loan Value*	Extended Term Insurance	
			Years	Days
[1	36	\$0.00	0	0
2	37	\$0.96	0	155
3	38	\$13.35	5	16
4	39	\$26.09	8	71
5	40	\$39.19	10	280
6	41	\$53.41	12	357
7	42	\$67.98	14	209
8	43	\$82.86	15	304
9	44	\$98.04	16	318
10	45	\$113.48	17	245
11	46	\$129.22	18	102
12	47	\$145.28	18	276
13	48	\$161.75	19	54
14	49	\$178.74	19	175
15	50	\$196.21	19	278
16	51	\$212.69	19	322
17	52	\$229.45	19	346
18	53	\$246.44	19	350
19	54	\$263.57	19	339
20	55	\$280.76	19	315
30	65	\$456.30	17	200
40	75	\$630.21	13	243
65	100	\$895.79	5	308
85	120	\$1,000.00	0	0]

*The values shown are based on an annual interest rate of 4%, assume all Premium Payments are received when due, and no loans are taken.

POLICY DATA PAGES (CONT.)

Tables For Settlement Options

**Option 1 - Life Income with Payments Guaranteed
Monthly Installments for each \$1,000 of Proceeds**

Age of Payee Last Birthday		Guaranteed Period Years			Age of Payee Last Birthday		Guaranteed Period Years			Age of Payee Last Birthday		Guaranteed Period Years		
Male	Female	10	15	20	Male	Female	10	15	20	Male	Female	10	15	20
5 & under	10 & under	\$2.33	\$2.33	\$2.32	35	40	\$2.75	\$2.75	\$2.75	65	70	\$4.37	\$4.27	\$4.12
6	11	\$2.33	\$2.33	\$2.33	36	41	\$2.78	\$2.78	\$2.77	66	71	\$4.48	\$4.36	\$4.19
7	12	\$2.34	\$2.34	\$2.34	37	42	\$2.81	\$2.80	\$2.80	67	72	\$4.59	\$4.45	\$4.26
8	13	\$2.35	\$2.35	\$2.35	38	43	\$2.83	\$2.83	\$2.82	68	73	\$4.71	\$4.55	\$4.33
9	14	\$2.36	\$2.36	\$2.36	39	44	\$2.86	\$2.86	\$2.85	69	74	\$4.83	\$4.65	\$4.40

10	15	\$2.37	\$2.37	\$2.37	40	45	\$2.89	\$2.89	\$2.88	70	75	\$4.96	\$4.75	\$4.47
11	16	\$2.38	\$2.38	\$2.38	41	46	\$2.92	\$2.92	\$2.91	71	76	\$5.10	\$4.86	\$4.54
12	17	\$2.39	\$2.39	\$2.39	42	47	\$2.96	\$2.95	\$2.94	72	77	\$5.24	\$4.97	\$4.61
13	18	\$2.40	\$2.40	\$2.40	43	48	\$2.99	\$2.99	\$2.97	73	78	\$5.39	\$5.07	\$4.68
14	19	\$2.41	\$2.41	\$2.41	44	49	\$3.03	\$3.02	\$3.01	74	79	\$5.55	\$5.18	\$4.75

15	20	\$2.42	\$2.42	\$2.42	45	50	\$3.07	\$3.06	\$3.04	75	80	\$5.71	\$5.29	\$4.81
16	21	\$2.43	\$2.43	\$2.43	46	51	\$3.11	\$3.10	\$3.08	76	81	\$5.87	\$5.40	\$4.87
17	22	\$2.44	\$2.44	\$2.44	47	52	\$3.15	\$3.14	\$3.12	77	82	\$6.05	\$5.51	\$4.92
18	23	\$2.46	\$2.45	\$2.45	48	53	\$3.19	\$3.18	\$3.16	78	83	\$6.22	\$5.61	\$4.97
19	24	\$2.47	\$2.47	\$2.46	49	54	\$3.24	\$3.22	\$3.20	79	84	\$6.40	\$5.72	\$5.02

20	25	\$2.48	\$2.48	\$2.48	50	55	\$3.29	\$3.27	\$3.25	80	85	\$6.58	\$5.82	\$5.06
21	26	\$2.49	\$2.49	\$2.49	51	56	\$3.34	\$3.32	\$3.29	81	86	\$6.77	\$5.91	\$5.10
22	27	\$2.51	\$2.51	\$2.50	52	57	\$3.39	\$3.37	\$3.34	82	87	\$6.96	\$6.00	\$5.13
23	28	\$2.52	\$2.52	\$2.52	53	58	\$3.45	\$3.42	\$3.39	83	88	\$7.14	\$6.09	\$5.16
24	29	\$2.54	\$2.54	\$2.53	54	59	\$3.50	\$3.48	\$3.44	84	89	\$7.33	\$6.16	\$5.18

25	30	\$2.55	\$2.55	\$2.55	55	60	\$3.56	\$3.53	\$3.49	85	90	\$7.51	\$6.24	\$5.21
26	31	\$2.57	\$2.57	\$2.57	56	61	\$3.63	\$3.59	\$3.54	86	91	\$7.69	\$6.30	\$5.22
27	32	\$2.59	\$2.59	\$2.58	57	62	\$3.69	\$3.66	\$3.60	87	92	\$7.87	\$6.36	\$5.24
28	33	\$2.61	\$2.60	\$2.60	58	63	\$3.76	\$3.72	\$3.66	88	93	\$8.03	\$6.41	\$5.25
29	34	\$2.62	\$2.62	\$2.62	59	64	\$3.84	\$3.79	\$3.72	89	94	\$8.19	\$6.46	\$5.26

30	35	\$2.64	\$2.64	\$2.64	60	65	\$3.91	\$3.86	\$3.78	90	95	\$8.34	\$6.50	\$5.26
31	36	\$2.66	\$2.66	\$2.66	61	66	\$3.99	\$3.93	\$3.84	91	96	\$8.48	\$6.53	\$5.27
32	37	\$2.68	\$2.68	\$2.68	62	67	\$4.08	\$4.01	\$3.91	92	97	\$8.61	\$6.56	\$5.27
33	38	\$2.71	\$2.70	\$2.70	63	68	\$4.17	\$4.09	\$3.98	93	98	\$8.73	\$6.58	\$5.27
34	39	\$2.73	\$2.73	\$2.72	64	69	\$4.27	\$4.18	\$4.05	94	99	\$8.84	\$6.60	\$5.27
										95 & over	100 & over	\$8.94	\$6.61	\$5.27

If the income payable for a specific guaranteed period is equal to that for other guarantee periods the longer period will be deemed to have been elected.

POLICY DATA PAGES (CONT.)

Tables For Settlement Options

**Option 2 - Joint & Survivor Life Income
Monthly Installments for each \$1,000 of Proceeds**

M/F	50	55	60	65	70	75	80	85	90	95	100
50	\$2.86	\$2.96	\$3.04	\$3.11	\$3.17	\$3.21	\$3.24	\$3.26	\$3.28	\$3.29	\$3.29
55	\$2.92	\$3.04	\$3.15	\$3.26	\$3.35	\$3.43	\$3.48	\$3.52	\$3.55	\$3.56	\$3.57
60	\$2.96	\$3.11	\$3.26	\$3.41	\$3.55	\$3.67	\$3.77	\$3.84	\$3.88	\$3.91	\$3.93
65	\$3.00	\$3.17	\$3.35	\$3.55	\$3.75	\$3.94	\$4.10	\$4.22	\$4.31	\$4.37	\$4.40
70	\$3.02	\$3.21	\$3.43	\$3.67	\$3.94	\$4.21	\$4.47	\$4.68	\$4.85	\$4.96	\$5.03
75	\$3.04	\$3.24	\$3.48	\$3.77	\$4.10	\$4.47	\$4.85	\$5.20	\$5.50	\$5.72	\$5.86
80	\$3.05	\$3.26	\$3.52	\$3.84	\$4.22	\$4.68	\$5.20	\$5.73	\$6.22	\$6.63	\$6.92
85	\$3.06	\$3.28	\$3.55	\$3.88	\$4.31	\$4.85	\$5.50	\$6.22	\$6.98	\$7.67	\$8.22
90	\$3.07	\$3.29	\$3.56	\$3.91	\$4.37	\$4.96	\$5.72	\$6.63	\$7.67	\$8.73	\$9.68
95	\$3.07	\$3.29	\$3.57	\$3.93	\$4.40	\$5.03	\$5.86	\$6.92	\$8.22	\$9.68	\$11.16
100	\$3.07	\$3.30	\$3.58	\$3.94	\$4.42	\$5.07	\$5.96	\$7.12	\$8.62	\$10.46	\$12.49

The Option 1 and Option 2 Settlement option tables are based on the Male Annuity 2000 Mortality table (male ages set back five years, female ages set back ten years) with male projection scale G at 2.50% interest.

NATIONWIDE LIFE AND ANNUITY INSURANCE COMPANY

Application for Life Insurance

P.O. Box 182835, Columbus, Ohio 43218-2835

PART A – CLIENT INFORMATION

PROPOSED INSURED NAME (First, MI, Last)

John A. Doe

Address (street/city/state/zip)

One Any Street, Any City, Any State 00000-0000

SSN / Tax ID # 000 - 00 - 0000 Sex M F Phone (000) 000-0000

Date of Birth (mm/dd/yyyy) 02/07/1973 E-Mail Address JDoe@yahoo.com

Complete ONLY if Owner is not the Proposed Insured Check box if address is same as Proposed Insured.

OWNER NAME (First, MI, Last)

Address (street/city/state/zip)

SSN / Tax ID # - - Phone () Relationship to Insured

Date of Birth (mm/dd/yyyy) E-Mail Address

BENEFICIARY SECTION MUST BE COMPLETED.

BENEFICIARY NAME(S)	%	Primary	Contingent	Relationship to Insured	Date of Birth	SSN
Jane Doe	100	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Wife	10-08-76	000-00-0000
Bambi Doe	50	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Daughter	04-29-00	000-00-0000
Moose Doe	50	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Son	07-23-02	000-00-0000

PART B – MEDICAL/HEALTH QUESTIONS



♦ If question 1 and/or 2 are answered "Yes", the product is not available.

Yes No 1) Has the Proposed Insured been declined for Life Insurance in the past 6 months?

Yes No 2) To the best of your knowledge and belief, is the Proposed Insured currently receiving hospice care; waiting on an organ or tissue transplant; or ever been diagnosed with a terminal illness; or tested positive for the HIV (Human Immunodeficiency Virus), or been diagnosed as having ARC (AIDS Related Complex), or AIDS (Acquired Immune Deficiency Syndrome)?

PART C – TOBACCO USE

Yes No Has the Proposed Insured used tobacco or nicotine in any form in the last 12 months?

PART D – INSURANCE INFORMATION



♦ If question 1 below is answered "Yes", the product is not available.

Yes No 1) Will any Life Insurance or Annuities for this or any other company be replaced, discontinued, reduced or changed if insurance now applied for is issued? (If "yes", list below.)

Yes No 2) Do you currently have any other Life Insurance or Annuities in force? (If "yes", list below.)

Company	Policy Number	Amount	Year Issued	To Be Replaced
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No

PART E – PRODUCT INFORMATION

PRODUCT NAME: [Nationwide YourLifeSM Simplified], Individual Whole Life Insurance Policy, Non-Participating

Specified Amount 5,000 10,000 15,000 20,000 25,000 30,000 40,000 50,000 Other _____

Initial Premium Deposit (paid with application) Amount \$ 723.00

Quarterly \$ Semi-Annual \$ Annual \$ Monthly Billing Advantage # _____ \$

Monthly *Checking (A copy of a voided check is required. Starter Checks will not be accepted.)
 EFT \$ _____ Draft Date _____
 Account # _____ Transit/ABA # _____
 *Savings (A voided deposit slip with account number and routing number is required.)

Financial Institution Name _____ Financial Institution Address _____

*By providing my financial institution name and account information, I hereby authorize Nationwide Life and Annuity Insurance Company to initiate debit entries to my checking/savings account indicated above and the Financial Institution to debit the same such account.

Policy will be issued with the Automatic Premium Loan Option (APL), if available, unless the box below is checked.

No, do not issue with APL.

Special Instructions Section (If more space is needed, an additional blank sheet may be attached.)



PART F - TEMPORARY INSURANCE AGREEMENT, TAX ID NUMBER, AND FRAUD STATEMENT

TEMPORARY INSURANCE AGREEMENT TERMS AND CONDITIONS/LIMITATIONS - Temporary Insurance under this Agreement will commence on the date of this application if the full first premium for the mode selected has been paid and accepted by Nationwide or authorized by Electronic Funds Transfer as advance payment for an application for Life Insurance. If any Proposed Insured dies while this temporary insurance is in effect, Nationwide will pay to the designated beneficiary the lesser of (a) the sum of all premiums paid with this Temporary Insurance Agreement plus interest as determined by Nationwide, plus the Accidental Death Benefit which would be payable under the policy if issued as applied for, in the event of the Proposed Insured's Accidental Death, or (b) [\$50,000]. Temporary Life Insurance under this Agreement will terminate automatically on the earliest of: 1) 60 days from the date of this signed Agreement, or 2) the date any policy is offered or issued to the Proposed Insured in connection with the above application, or 3) the date Nationwide mails notice of termination of coverage and refund of the advance payment to the premium notice address designated in such application. Fraud or material misrepresentation in the application invalidates this agreement and Nationwide's only liability is for refund of any payment made. This Agreement does not provide coverage for Proposed Insureds who are under 15 days of age or over the age of 80 (age last birthday) on the date of the Agreement. If any Proposed Insured dies by suicide, Nationwide's liability under this Agreement is limited to a refund of the payment made. There is no coverage under this Agreement if the check submitted as payment is not honored by the bank on first presentation or if the Electronic Funds Transfer is not processed by the bank. (No one is authorized to waive or modify any of the provisions of this Agreement.)

TAXPAYER ID NUMBER - I certify under penalties of perjury that: 1) The number shown on this form is my correct taxpayer identification number and, 2) I am not subject to backup withholding because a) I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or b) the Internal Revenue Service has notified me that I am no longer subject to backup withholding, or that I am exempt from backup withholding, and 3) am a U.S. person (including a U.S. resident alien).

Check this box if you have been notified by the IRS that you are currently subject to backup withholding because of failure to report interest or dividends on your tax return.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

FRAUD STATEMENT

ALABAMA, ALASKA, IDAHO, IOWA, KENTUCKY, MASSACHUSETTS, MISSISSIPPI, MONTANA, NEBRASKA, NEVADA, NEW HAMPSHIRE, OKLAHOMA, RHODE ISLAND, TEXAS and WYOMING only: Any person who submits an application or a claim containing a false or deceptive statement, and does so with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, may be guilty of insurance fraud.

ARKANSAS only: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

COLORADO only: IMPORTANT NOTICE - IT IS UNLAWFUL TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING FACTS OR INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES, DENIAL OF INSURANCE AND CIVIL DAMAGES. ANY INSURANCE COMPANY OR AGENT OF AN INSURANCE COMPANY WHO KNOWINGLY PROVIDES FALSE, INCOMPLETE OR MISLEADING FACTS OR INFORMATION TO A POLICYHOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICYHOLDER OR CLAIMANT WITH REGARD TO A SETTLEMENT OR AWARD PAYABLE FROM INSURANCE PROCEEDS SHALL BE REPORTED TO THE COLORADO DIVISION OF INSURANCE WITHIN THE DEPARTMENT OF REGULATORY AGENCIES.

DISTRICT OF COLUMBIA only: WARNING: IT IS A CRIME TO PROVIDE FALSE OR MISLEADING INFORMATION TO AN INSURER FOR THE PURPOSE OF DEFRAUDING THE INSURER OR ANY OTHER PERSON. PENALTIES INCLUDE IMPRISONMENT AND/OR FINES. IN ADDITION, AN INSURER MAY DENY INSURANCE BENEFITS IF FALSE INFORMATION MATERIALLY RELATED TO A CLAIM WAS PROVIDED BY THE APPLICANT.

OHIO only: Any person who, with the intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

TENNESSEE only: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

PART G - AGREEMENT AND AUTHORIZATION

I understand and agree that: 1) This application, any amendments to it, and any related medical examination(s) will become a part of the Policy and are the basis of any insurance issued upon this application. 2) The Proposed Insured or Owner has a right to cancel this application at any time by contacting their agent or Nationwide in writing. No agent, medical examiner or other representative of Nationwide may accept risks or make or change any contract; or waive or change any of the Company's rights or requirements. 3) If the full first premium is made in exchange for a Temporary Insurance Agreement, Nationwide will only be liable to the extent set forth in that Agreement. 4) If the full first premium is not paid with this application, then insurance will only take effect when a) a policy is issued by Nationwide and accepted by me; and b) the full first premium is paid; and c) all the answers and statements made on the application, medical examination(s) and amendments are true to the best of my knowledge and belief when a) and b) have occurred.

PART H - SIGNATURES

I HAVE RECEIVED A COPY OF AND HAVE READ THIS APPLICATION AND AGREEMENT AND DECLARE THAT THE ANSWERS ARE TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I UNDERSTAND AND AGREE TO ALL ITS TERMS. I ACKNOWLEDGE AND AGREE THAT THE DEATH BENEFIT PAYABLE UNDER THE POLICY, IF ISSUED, IS REDUCED DURING THE FIRST TWO (2) POLICY YEARS AND UNDER THE TEMPORARY INSURANCE AGREEMENT.

Signed at _____ Any City, Any State _____ (City/State), on _____ April 2, 2008 _____ (mm/dd/yyyy)

_____ X _____
John A. Doe John A. Doe
Full Name of Proposed Insured (print) Signature of Proposed Insured

_____ X _____
Full Name of Owner (print) Signature of Owner (if other than the Proposed Insured)

Yes No I have truly and accurately recorded all Proposed Insured's answers on this application.

Yes No I have witnessed his/her/their signature(s) hereon. (If "no", provide details in Special Instructions Section.)

Will Will Not To the best of my knowledge, the insurance applied for will or will not replace any Life Insurance and/or Annuities.

Mr. Ed Agent, Jr. Any Firm of America X Mr. Ed Agent, Jr. 02-A000000
Agent's Name (print) Firm Signature of Agent Agent's Nationwide #



SERFF Tracking Number: NWPA-125833346 State: Arkansas
Filing Company: Nationwide Life and Annuity Insurance Company State Tracking Number: 40375
Company Tracking Number: NWLA-407-AR
TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life
Product Name: Individual Whole Life Insurance Policy, Non-Participating
Project Name/Number: /

Supporting Document Schedules

Review Status:

Satisfied -Name: Certification/Notice 09/25/2008

Comments:

Attached compliance cert Reg 19, compliance cert Reg 33, LHO -396-F, Guaranty Notice Life 3940-B and Flesch cert.

Attachments:

LHO 396-F.pdf

Life 3940-B.pdf

AR Cert of Compliance Reg 19.pdf

AR Cert Reg 33.pdf

AR CERT.pdf

Review Status:

Satisfied -Name: Amendatory Endorsement NWLA-11-A 09/26/2008

Comments:

Attachment:

NWLA-11-A.pdf

Review Status:

Satisfied -Name: Statement of Variability 09/26/2008

Comments:

Attached SOV explains bracketed items.

Attachment:

Statement of Variability - AR.pdf



IMPORTANT INFORMATION FOR POLICYOWNERS

If you need to contact someone about this policy for any reason, please contact your Nationwide Representative. If you have additional questions or need assistance you may contact Nationwide's Life Operations Service Center. The addresses and telephone numbers are below:

Your Nationwide Representative's name, address, and telephone number is shown on the Statement of Policy Cost and Benefit Information enclosed with your new policy.

You may write or call:

Nationwide Life Insurance Company
Nationwide Life and Annuity Insurance Company
Life Operations
P.O. Box 182835
Columbus, Ohio 43218-2835

Please call toll free between the hours of 8:00 a.m. and 8:00 p.m. Eastern Time
1 - (800) - 848 - 6331

1 - (800) - 238 - 3035 (TDD)
Telecommunication Device for the Deaf

You may also contact:

Arkansas Insurance Department
Consumer Services Division
1200 West Third
Little Rock, Arkansas 72201-1904
1 - (800) - 852-5494

Written correspondence is preferable so that a record of your inquiry is maintained. When contacting your Nationwide Representative, Nationwide Life Operations, or the Bureau of Insurance, please have your policy number available.

LIMITATIONS AND EXCLUSIONS UNDER THE ARKANSAS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT

Residents of this state who purchase life insurance, annuities or health and accident insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association"). The purpose of the Guaranty Association is to assure that policy and contract owners will be protected, within certain limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of policy owners who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by the member insurers through the Guaranty Association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumers' care in selecting insurance companies that are well managed and financially stable.

DISCLAIMER

The Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association") may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions and require continued residency in this state. You should not rely on coverage by the Guaranty Association in purchasing an insurance policy or contract.

Coverage is NOT provided for your policy or contract or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract.

Insurance companies or their agents are required by law to provide you with this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association to induce you to purchase any kind of insurance policy.

The Arkansas Life and Health Insurance Guaranty Association
c/o The Liquidation Division
1023 West Capitol
Little Rock, Arkansas 72201

Arkansas Insurance Department
1200 West Third Street
Little Rock, Arkansas 72201-1904

The state law that provides for this safety-net is called the Arkansas Life and Health Insurance Guaranty Association Act ("Act"). Below is a brief summary of the Act's coverages, exclusions and limits. This summary does not cover all provisions of the Act; nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the Guaranty Association.

COVERAGE

Generally, individuals will be protected by the Guaranty Association if they live in this state and hold a life, annuity or health insurance contract or policy, or if they are insured under a group insurance contract issued by a member insurer. The beneficiaries, payees or assignees of policy or contract owners are protected as well, even if they live in another state.

EXCLUSIONS FROM COVERAGE

However, persons owning such policies are NOT protected by the Guaranty Association if:

- They are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
- The insurer was not authorized to do business in this state;
- Their policy or contract was issued by a nonprofit hospital or medical service organization, an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policy or contract owner is subject to future assessments, or by an insurance exchange.

The Guaranty Association also does NOT provide coverage for:

- Any policy or contract or portion thereof which is not guaranteed by the insurer or for which the owner has assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract;
- Any policy of reinsurance (unless an assumption certificate was issued);
- Interest rate yields that exceed an average rate;
- Dividends and voting rights and experience rating credits;
- Credits given in connection with the administration of a policy by a group contract holder;
- Employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- Unallocated annuity contracts (which give rights to group contractholders, not individuals);
- Unallocated annuity contracts issued to/in connection with benefit plans protected under Federal Pension Benefit Corporation ("FPBC")(whether the FPBC is yet liable or not);
- Portions of an unallocated annuity contract not owned by a benefit plan or a government lottery (unless the owner is a resident) or issued to a collective investment trust or similar pooled fund offered by a bank or other financial institution);
- Portions of a policy or contract to the extent assessments required by law for the Guaranty Association are preempted by State or Federal law;
- Obligations that do not arise under the policy or contract, including claims based on marketing materials or side letters, riders, or other documents which do not meet filing requirements, or claims for policy misrepresentations, or extra-contractual or penalty claims;
- Contractual agreements establishing the member insurer's obligations to provide book value accounting guarantees for defined contribution benefit plan participants (by reference to a portfolio of assets owned by a nonaffiliate benefit plan or its trustees).

LIMITS ON AMOUNT OF COVERAGE

The Act also limits the amount the Guaranty Association is obligated to cover: The Guaranty Association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the Guaranty Association will pay a maximum of \$300,000 - no matter how many policies and contracts there were with the same company, even if they provided different types of coverages. Within this overall \$300,000 limit, the Association will not pay more than \$300,000 in health insurance benefits, \$300,000 in present value of annuity benefits, or \$300,000 in life insurance death benefits or net cash surrender values - again, no matter how many policies and contracts there were with the same company, and no matter how many different types of coverages. There is a \$1,000,000 limit with respect to any contract holder for unallocated annuity benefits, irrespective of the number of contracts held by the contract holder. These are limitations for which the Guaranty Association is obligated before taking into account either its subrogation and assignment rights or the extent to which those benefits could be provided out of the assets of the impaired or insolvent insurer.

STATE OF ARKANSAS
CERTIFICATION OF COMPLIANCE

Re: Form Number(s) NWLA-407-AR and LAA-0106AO.1

We certify that these form(s) comply with Regulation 19s10B, as well as all applicable requirements of the Department.

So certified this 26 day of September, 2008.



Signature

John H. Crow, Associate Vice President

Officer and Title

Nationwide Life and Annuity Insurance Company

Name of Company



ARKANSAS

Certificate of Compliance

Insurer Nationwide Life and Annuity Insurance Company

Form Numbers: NWLA-407-AR and LAA-0106.AO.1

I have reviewed or supervised the review of the above forms. To the best of my knowledge and belief, they are in compliance with the rules and requirements of Regulation 33, particularly Articles IV, VII, IX, and XI.

These forms also meet the Flesch readability requirements as explained in Title 23-80-206 of the Arkansas Insurance Code.

A handwritten signature in black ink, appearing to read "John H. Crow". The signature is written in a cursive style with a large loop at the end.

John H. Crow, ChFC, CLU, FLMI
Associate Vice President
NF Compliance
Date: 09-26-08



ARKANSAS

Certificate of Compliance

Insurer Nationwide Life and Annuity Insurance Company

Form Numbers: NWLA-407-AR and LAA-0106AO.1

I have reviewed or supervised the review of the above forms. To the best of my knowledge and belief, they are in compliance with the rules and requirements of Regulation 19 and 49 of the Arkansas Statute, ACA 23-80-206, ACA 23-79-138, and Bulletin 11-88.

You have our assurance that any maximum cost of insurance changes and/or any minimum accumulation rates will be re-filed with the department

These forms also meet the Flesch readability requirements as explained in Title 23-80-206 of the Arkansas Insurance Code.

A handwritten signature in black ink, appearing to read "John H. Crow". The signature is written in a cursive style with a large, looping initial "J".

John H. Crow, ChFC, CLU, FLMI
Associate Vice President
NF Compliance
Date: 09-26-08



AMENDATORY ENDORSEMENT

attached to and made a part of this policy issued by

NATIONWIDE LIFE AND ANNUITY INSURANCE COMPANY

If the Death Benefit Proceeds of the Policy or any death benefit payable under any riders attached to this Policy are not paid within thirty days after the date that Proof of the Death for the Insured has been furnished to us, we will pay interest on these amounts. Interest shall be paid from the date of the Insured's death at a rate of eight percent per year.

A handwritten signature in black ink, consisting of a large, stylized initial 'S' followed by several loops and a long horizontal stroke.

Secretary

A handwritten signature in black ink that reads "Mark R. Frank" in a cursive style.

President

Statement of Variability for Policy Data Pages, NWLA-407-AR

Bracketed Items in the above captioned form indicate variability as follows:

Policy Information:

- The Policy Owner, Insured, Issue Age of Insured, Sex of Insured fields will vary based on information supplied in the application.
- The Policy Date field will contain the issue/effective date particular to each respective policy.
- The Policy Number will contain a unique policy number assigned to the specific policy at issue for administrative purposes.

Premium and Death Benefit Information:

- The Specified Amount field will contain the dollar amount of coverage applicable to each respective issued policy.
- The Payment Frequency will reflect the frequency elected by the Policy Owner in effect on the Policy Date. Valid values are Annual, Semi-Annual, Quarterly, or Monthly.
- The Initial Premium field will vary based on the policy type, Insured's underwriting, Issue Age of Insured, sex of Insured, Specified Amount, Payment Frequency and Premium for elected riders.
- The Premium Class and Rate Type fields will vary based on underwriting of the Insured.
- The Total Annual Premium field will reflect the Policy Premium at issue, including elected riders due over the course of a Policy Year based on the Payment Frequency elected.
- **Benefit and Premium Breakdown:** This section will contain a listing of the Policy and rider forms issued based on the Policy Owner's elections and the Premium attributable to each respective item on an annual basis. The Payable to Year field will indicate when Premium is no longer payable (i.e. is paid-up or coverage terminates for each item).
- **Modal Premium Comparison:** This section provides a basis for the Policy Owner to compare the relative periodic and annual cost based on election of each available Payment Frequency. The Premium dollar amounts will be specific to each respective policy.

Table (on page 2A):

- The ages in the Insured Attained Age column will vary based on Issue Age of Insured. At a minimum, the Insured's Attained Age for each of the first twenty Policy Years will always be displayed in the table. Attained ages 65, 75, 100, and 120 will also be displayed in the table.
- The dollar amounts in the Cash Value or Loan Value column are determined at issue and will vary based on the policy type, Issue Age of Insured, sex of Insured, Specified Amount and underwriting of the Insured for each respective policy.
- The number of years and days will vary based on the number of days of paid up term insurance the Cash Value will buy at the Policy's Specified Amount for the particular Insured under each respective policy.