

SERFF Tracking Number: NWPA-125901482 State: Arkansas
 Filing Company: Nationwide Life and Annuity Insurance Company State Tracking Number: 40857
 Company Tracking Number: NWLA-380-M2
 TOI: L06I Individual Life - Variable Sub-TOI: L06I.002 Single Life - Flexible Premium
 Product Name: 2001 CSO Survivorship VUL
 Project Name/Number: /

Filing at a Glance

Company: Nationwide Life and Annuity Insurance Company

Product Name: 2001 CSO Survivorship VUL SERFF Tr Num: NWPA-125901482 State: ArkansasLH
 TOI: L06I Individual Life - Variable SERFF Status: Closed State Tr Num: 40857
 Sub-TOI: L06I.002 Single Life - Flexible Co Tr Num: NWLA-380-M2 State Status: Approved-Closed
 Premium
 Filing Type: Form Co Status: Pending Reviewer(s): Linda Bird
 Authors: Andrea Sgobbo, Clara Disposition Date: 11/21/2008
 Pollard, Carrie Ruhlen
 Date Submitted: 11/13/2008 Disposition Status: Approved
 Implementation Date Requested: 03/23/2009 Implementation Date:

State Filing Description:

General Information

Project Name: Status of Filing in Domicile: Pending
 Project Number: Date Approved in Domicile:
 Requested Filing Mode: Review & Approval Domicile Status Comments: These forms are being filed concurrently in the domicile state, Ohio.
 Explanation for Combination/Other: Market Type: Individual
 Submission Type: New Submission Group Market Size:
 Overall Rate Impact: Group Market Type:
 Filing Status Changed: 11/21/2008
 State Status Changed: 11/21/2008 Deemer Date:
 Corresponding Filing Tracking Number:
 Filing Description:
 NWLA-380-M2, Last Survivor Flexible Premium Adjustable Variable Universal Life Insurance Policy
 NWLA-381-M2, Additional Term Insurance Rider
 NWLA-382-M2, Four Year Term Insurance Rider
 NWLA-383-AO, No Charge Four Year Term Insurance Rider
 NWLA-384-AO, Extended Death Benefit Guarantee (EDBG) Rider

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NWLA-385-AO, Policy Split Option Rider

NAIC #92657

Description of the Policy (NWLA-380-M2)

Enclosed for filing, subject to your approval, is form NWLA-380-M2, Last Survivor Flexible Premium Adjustable Variable Universal Life Insurance Policy. This is a new form and will not replace any existing form. This form will be illustrated, but is exempt from the National Association of Insurance Commissioners' Illustration Regulation.

This Policy features an adjustable death benefit, maturing at age 120, with flexible Premiums that can be changed within the limits in the Policy. The Death Benefit Proceeds are payable upon the death of the Surviving Insured if both Insureds die while the Policy is In Force. The Policy has an automatic Maturity Extension Provision. Provided the Policy is still In Force, the Maturity Proceeds will be deferred until the time of death of the Surviving Insured, unless the owner elects otherwise. If the Policy is still In Force when the younger Insured reaches or would have reached age 120, the Cash Value will be transferred to the Fixed Account. No further Premiums will be accepted, and no further monthly deductions will be taken after the younger Insured reaches age 120. The Cash Value will continue to grow at the Fixed Account interest rate. The Death Benefit Proceeds will be paid at the time of the Surviving Insured's death.

Prior to the Maturity Date, the Death Benefit, Cash Value, and Cash Surrender Value of the Policy may increase or decrease to reflect the underlying investment performance of the Variable Account Sub-accounts and the fixed investment options. The death benefit will not be less than the Specified Amount while the Policy is In Force. There is no guaranteed Cash Surrender Value.

The Policy is non-participating; dividends will not be paid. The Issue Ages and underwriting classes are 18-85 for Standard Tobacco and Standard Non-Tobacco and 18-80 for Preferred Tobacco, Preferred Non-Tobacco, and Preferred Plus Non-Tobacco.

Surrender charges on certain policies will be reduced when issued as part of an employer sponsored employee benefit plan.

While some policies issued will continue to have the standard surrender charges, adjusted surrender charges will be

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issued when the application meets all the following parameters:

- The coverage is being purchased as part of an employer sponsored employee benefit plan.
- Policies are either (1) corporate owned, (2) owned by a grantor trust for the benefit of employee benefits, or (3) the owner has a collateral interest in the Cash Value of the policy(ies) for four or more years.
- The case premium exceeds \$25,000 (A case is defined as a group of applications submitted simultaneously with a common owner and purpose.)

The adjustments would be as follows:

- The Policy Year one surrender charge is eliminated.
- The Policy Year two surrender charge is reduced by 90%.
- The Policy Year three surrender charge is reduced by 75%.
- The Policy Year four surrender charge is reduced by 50%.

The surrender charges will not be reduced if the Policy is a 1035 exchange to another carrier.

Premiums are allocated to the Subaccounts of the Variable Account, a separate investment account of Nationwide Life Insurance Company and the Fixed Accounts. The Variable Account has been registered with the Securities and Exchange Commission under the Investment Company Act of 1940 as a unit investment trust. Each Variable Account has its own unique set of underlying Subaccounts.

Variable Account General Distributors

Nationwide VLI Separate Account - G Nationwide Investment Services

The General Distributors will enter into a sales agreement with Broker/Dealers for the distribution of these policies. The policies will be sold by licensed insurance agents with Nationwide Life and Annuity Insurance Company. These agents will also be registered representatives for Broker/Dealers registered under the Securities and Exchange Act of 1934 who are also members of the Financial Industry Regulatory Authority (FINRA).

Description of the Riders

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Additional Term Insurance Rider (NWLA-381-M2)

This Rider provides additional Term Insurance to the base Policy Insureds. Coverage is annually renewable to the Maturity Date of the Policy. This Rider's Issue Ages and underwriting classes are 18-85 for Standard Tobacco and Standard Non-Tobacco and 18-80 for Preferred Tobacco, Preferred Non-Tobacco, and Preferred Plus Non-Tobacco.

The monthly cost of this Rider is included in the monthly deduction from the Policy's Cash Value while this Rider is In Force and is part of the total charge for the Policy.

Four Year Term Insurance Rider (NWLA-382-M2)

This Rider is only available at the time for application for the Policy and cannot be elected after the Policy Date. This Rider provides a death benefit in addition to the base Policy death benefit upon the Surviving Insured's death if both Insureds die while the Policy and this Rider are In Force. The Rider's term is four years from the Policy Date. The maximum Rider Specified Amount that may be elected is 122.22% of the Total Specified Amount in effect on the Policy Date.

This Rider's Issue Ages and underwriting classes are 18-85 for Standard Tobacco and Standard Non-Tobacco and 18-80 for Preferred Tobacco, Preferred Non-Tobacco, and Preferred Plus Non-Tobacco.

The monthly cost of this Rider is included in the monthly deduction from the Policy's Cash Value while this Rider is In Force and is part of the total charge for the Policy.

No Charge Four Year Term Insurance Rider (NWLA-383-AO)

This Rider is automatically added at issue for policies with a Total Specified Amount of \$3,600,000.00 or less, for which both Insureds are between ages of 18 and 70, have no table ratings and no flat extras. If the Insureds qualify for this Rider, they cannot also elect the Four Year Term Insurance Rider.

This Rider provides a death benefit in addition to the base Policy death benefit upon the Surviving Insured's death if both Insureds die while the Policy and this Rider are In Force. The Rider's term is four years from the Policy Date. The

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Rider Specified Amount is 122.22% of the Total Specified Amount in effect on the Policy Date.

There is no charge for this Rider.

Extended Death Benefit Guarantee (EDBG) Rider (NWLA-384-AO)

This Rider guarantees that a requested percentage of the base Policy Specified Amount (EDBG Percentage) will remain in force for the requested duration (EDBG Duration) provided that the Rider Premium requirement is satisfied.

The Rider must be elected at the time the Policy to which it is attached is issued. At this time, the Policy Owner must also elect the EDBG Percentage and the EDBG Duration, subject to the following limitations:

- a. the EDBG Percentage elected must be a whole percentage within the range 50% and 100% of the base Policy Specified Amount determined at the time of application; and
- b. the EDBG Duration will be measured from the Policy Date and must be no less than twenty-one years and no more than the duration corresponding to 120 years less the younger Insured's Issue Age expressed in whole years.

This Rider's Issue Ages and underwriting classes are 18-85 for Standard Tobacco and Standard Non-Tobacco and 18-80 for Preferred Tobacco, Preferred Non-Tobacco, and Preferred Plus Non-Tobacco.

The monthly cost of this Rider is included in the monthly deduction from the Policy's Cash Value while this Rider is In Force and is part of the total charge for the Policy.

Policy Split Option (NWLA-385-AO)

This Rider provides the Policy Owner the option to exchange the Policy for two permanent individual life insurance policies, one on the life of each Insured.

The initial total specified amount of each of the new policies will be the lesser of:

- a. one-half of the Policy's Total Specified Amount on the Policy Date;

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- b. one-half of the Policy's Total Specified Amount on the Exchange Date; or
- c. the maximum total specified amount permitted under the respective new policies.

In addition, half of the cash value of the Policy on the Exchange date will be applied as premium to each new Policy and half of indebtedness of the Policy on the Exchange Date will be indebtedness on each new Policy.

Evidence of insurability will not be required for an exchange; however, the conditions for exchange as noted in the form must be adhered to.

This Rider's Issue Ages are 18-75. This rider is available to all insurable classes not to exceed table-rating P on each life.

The monthly cost of this Rider is included in the monthly deduction from the Policy's Cash Value while this Rider is In Force and is part of the total charge for the Policy.

Previously Approved Forms to be used with Policy

Below is a listing of previously approved forms that will be used with this product:

LAA-0107M1, Application for Life Insurance (Approved 08-12-2008)
NWLA-372-AO, Overloan Lapse Protection Rider (Approved 03-11-2008)
NWLA-415-AO, Adjusted Sales Load Rider (Approved 10/16/2007)
VLS-0110AO, Variable Life Fund Supplement (Approved 10-09-2007)

Other Filing Information

The forms filed for approval have been written in a readable fashion and have attained the following Flesch scores:

- NWLA-380-M2, Last Survivor Flexible Premium Adj. Variable Universal Life Ins. Policy 54.6
- NWLA-381-M2, Additional Term Insurance Rider 57.5
- NWLA-382-M2, Four Year Term Insurance Rider 56.7
- NWLA-383-AO, No Charge Four Year Term Insurance Rider 57.0

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- NWLA-384-AO, Extended Death Benefit Guarantee (EDBG) Rider 51.7
- NWLA-385-AO, Policy Split Option Rider 52.4

Thank you in advance for your attention to this filing. Please call if there are any questions.

Clara J. Pollard

Senior Analyst

NF Regulatory Filings &

Operations Team, 1-33-102

Phone: (800) 691-0023 ext. 94507

Fax: (614) 249-2112

E-Mail: pollarc@nationwide.com

Enclosures:

1. Filing Fee
2. Certificate
3. Endorsement NWLA-399
4. Notice Life 3940-B and LHO-396-F
5. Form NWLA-380-M2, Last Survivor Flexible Premium Adjustable Variable Universal Life Insurance Policy
6. Form NWLA-381-M2, Additional Term Insurance Rider
7. Form NWLA-382-M2, Four Year Term Insurance Rider
8. Form NWLA-383-AO, No Charge Four Year Term Insurance Rider
9. Form NWLA-384-AO, Extended Death Benefit Guarantee (EDBG) Rider
10. Form NWLA-385-AO, Policy Split Option Rider
11. Policy Data Pages
12. Actuarial Memorandums
13. Statement of Variability

Company and Contact

Filing Contact Information

Clara Pollard, Sr. Analyst

pollarc@nationwide.com

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One Nationwide Plaza (614) 249-4507 [Phone]
Columbus, OH 43215

Filing Company Information

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

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Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation: per filing, domicile state retaliatory fee is the same.
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Nationwide Life and Annuity Insurance Company	\$50.00	11/13/2008	23913639

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	11/21/2008	11/21/2008

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending	Linda Bird	11/20/2008	11/20/2008	Clara Pollard	11/20/2008	11/20/2008
Industry Response						

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Disposition

Disposition Date: 11/21/2008

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 (revised)	Certification/Notice		Yes
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Statement of Variability		Yes
Supporting Document	Amendatory Endorsement NWLA-399		Yes
Form	Last Survivor Flexible Premium		Yes
	Adjustable Variable Universal Life		
	Insurance Policy		
Form	Policy Data Pages		Yes
Form	Additional Term Insurance Rider		Yes
Form	4 Year Term Insurance Rider		Yes
Form	No Charge 4 Year Term Insurance Rider		Yes
Form	Extended Death Benefit Guarantee Rider (EDBG)		Yes
Form	Policy Split Option Rider		Yes

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Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 11/20/2008
Submitted Date 11/20/2008

Respond By Date
Dear Clara Pollard,

This will acknowledge receipt of the captioned filing.

Objection 1

- Certification/Notice (Supporting Document)

Comment: Filings of variable contracts must be accompanied by a certification that Regulation 33, in particular Articles, IV, VII, IX and XI, has been reviewed and that the company is in compliance.

Please feel free to contact me if you have questions.

Sincerely,
Linda Bird

Response Letter

Response Letter Status Submitted to State
Response Letter Date 11/20/2008
Submitted Date 11/20/2008

Dear Linda Bird,

Comments:

Response 1

Comments: I am sorry I attached the incorrect certification. Please see the corrected certification attached below.

Related Objection 1

Applies To:

- Certification/Notice (Supporting Document)

Comment:

Filings of variable contracts must be accompanied by a certification that Regulation 33, in particular Articles, IV, VII, IX and XI, has been reviewed and that the company is in compliance.

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Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: Certification/Notice

Comment: The correct certification for Reg 33 is attached below.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,
Andrea Sgobbo, Carrie Ruhlen, Clara Pollard

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Form Schedule

Lead Form Number: NWLA-380-M2

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	NWLA-380-M2	Policy/Cont	Last Survivor Flexible Initial ract/Fratern Premium Adjustable al Variable Universal Certificate: Life Insurance Policy Amendmen t, Insert Page, Endorseme nt or Rider	Initial		55	NWLA-380-M2.pdf
	NWLA-380-M2	Data/Declar	Policy Data Pages ation Pages	Initial		0	NWLA-380-M2 - PDP (ROP).pdf
	NWLA-381-M2	Policy/Cont	Additional Term ract/Fratern Insurance Rider al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		58	NWLA-381-M2.pdf
	NWLA-382-M2	Policy/Cont	4 Year Term ract/Fratern Insurance Rider al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		57	NWLA-382-M2.pdf
	NWLA-383-AO	Policy/Cont	No Charge 4 Year ract/Fratern Term Insurance	Initial		57	NWLA-383-AO.pdf

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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 initial Premium you pay to us and your completed application.

Home Office: [One Nationwide Plaza
Columbus, OH 43215-2220]

Telephone: [1-800-882-2822]
Internet: [www.nationwide.com]

We will provide the benefits described in this Policy, subject to its terms and conditions, including payment of the Death Benefit Proceeds upon receiving Proof of Death for the Surviving Insured if both Insureds die while this Policy is In Force. If this Policy is In Force and at least one Insured is living on the Maturity Date, the Policy Maturity Date will automatically be extended until the Surviving Insured's death unless you elect otherwise.

The Cash Surrender Value and Death Benefit Proceeds of this Policy are based on the investment experience of the Variable Account, may increase or decrease based on the fluctuations of the net investment factor, and are not guaranteed as to fixed dollar amount. The death benefit will never be less than the Specified Amount as long as this Policy remains In Force.

RIGHT TO EXAMINE AND CANCEL

You may return this Policy to us within (1) ten days after you receive it, or (2) forty-five days after you sign the application, or (3) ten days after we mail or deliver the Notice of Right of Withdrawal, whichever is latest. The Policy, with a written request for cancellation, must be mailed or delivered to our Home Office or to the representative who sold it to you. The returned Policy will be treated as if we never issued it, and we will pay you the amount specified by the laws of the State of Issue.

We reserve the right to allocate any Premiums to a money market Sub-Account until the Right to Examine and Cancel period has expired. Upon expiration of the Right to Examine and Cancel period, we will allocate any Net Premiums paid according to the last direction we received from you.

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

LAST SURVIVOR FLEXIBLE PREMIUM ADJUSTABLE VARIABLE UNIVERSAL LIFE INSURANCE POLICY, NON-PARTICIPATING

Flexible Premiums payable until the Maturity Date while at least one Insured is living.

Death Benefit Proceeds payable upon the Surviving Insured's death if both Insureds die while this Policy is In Force.

The Maturity Date will automatically be extended unless you elect to receive the Maturity Proceeds.

Rate Classes and Rate Types are stated in the Policy Data Pages.

Adjustable death benefit.

Non-Participating, no dividends are payable.

NOTICE: Details of the variable provisions of this Policy are on pages 5, 14, 15 and 16.

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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.

Accumulation Unit – An accounting unit used to measure the Sub-Account values of the Variable Account.

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 upon the death of the Surviving Insured if both Insureds die while this Policy is In Force.

Cash Surrender Value – The amount available upon Surrender of this Policy. It is equal to the Cash Value of this Policy minus any Indebtedness, applicable charges, or adjustments described in this Policy.

Cash Value – The combined accumulated dollar value of the interests you purchased in the Sub-Accounts of the Variable Account, plus the values in the Fixed Account and the Policy Loan Account. All references to "Accumulated Value" in this Policy or any attached rider also means "Cash Value."

Contingent Beneficiary – The person or entity, such as a trust or charity, you name to receive the Death Benefit Proceeds upon the death of the Surviving Insured if both Insureds die while this Policy is In Force and no Beneficiary is living or in existence at the time of the Surviving Insured's death.

Contingent Owner – The person or entity, such as a trust or charity, you name who becomes the Policy Owner if you die before while this Policy is In Force.

Death Benefit Proceeds – The amount we pay upon the Surviving Insured's death if both Insureds die while this Policy is In Force.

Fixed Account – An investment option funded by our General Account.

General Account – The General Account is made up of all of our assets other than those held in any Variable Account.

In Force – The insurance coverage is in effect.

Indebtedness – The amount you owe us due to an outstanding policy loan balance, including principal and accrued loan interest charged.

Initial Premium Investment Date – The later of the Policy Date or the date we receive the initial Premium at our Home Office address stated on the face page of this Policy.

Insureds – The persons you name whose lives are covered by this Policy. The Death Benefit Proceeds become payable upon the death of the Surviving Insured if both Insureds die while this Policy is In Force.

Issue Age – A person's age based on their birthday nearest the Policy Date. If the last birthday is more than 182 days prior to the Policy Date, the nearest birthday is their next birthday. The Insureds' Issue Ages are stated in the Policy Data Pages.

Maturity Date – The Policy Anniversary on which the younger Insured reaches or would have reached Attained Age 120.

Maturity Proceeds – The amount payable if this Policy is In Force on the Maturity Date and at least one of the Insureds is living. The Maturity Proceeds are equal to the Cash Surrender Value on the Maturity Date.

Minimum Required Death Benefit – The lowest death benefit that will qualify this Policy as life Insurance under Section 7702 of the Internal Revenue Code.

Minimum Specified Amount – The lowest Specified Amount you are permitted to have under this Policy. It is stated in the Policy Data Pages.

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

Net Amount at Risk – Is equal to the death benefit minus the Cash Value.

Net Premium – The amount of each Premium payment applied to the Cash Value of this Policy. Net Premium is equal to a gross Premium less any premium load.

Policy – The terms, conditions, benefits, and rights of the life insurance contract described in this document including the Policy Data Pages.

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 Minimum Initial Premium stated in the Policy Data Pages.

Policy Loan Account – The portion of the Cash Value attributable to all loans taken under this Policy plus all accumulated interest.

Policy Monthiversary – The same day of the month as the Policy Date for each succeeding month. In any month where such day does not exist (e.g. 29th, 30th, and 31st), the Policy Monthiversary will be the last day of that calendar month.

Policy Owner – The person or entity possessing all rights under this Policy while it is In Force. 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 payments you make under this Policy. The Minimum Initial Premium is stated in the Policy Data Pages and will be required prior to this Policy taking effect.

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

SEC – The United States Securities and Exchange Commission or its successor.

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

Specified Amount – The dollar amount used to determine the death benefit of the 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.

Sub-Account – A division of the Variable Account corresponding to a different underlying investment option. Your initial Sub-Account allocations are listed on the Policy Data Pages.

Surrender – A withdrawal of Cash Surrender Value from this Policy at your request. A complete Surrender will result in payment to you of any remaining Cash Surrender Value and will end all coverage under this Policy and any attached riders. When we refer to a "partial Surrender" it means a withdrawal of a portion of the Cash Surrender Value and does not by itself terminate this Policy.

Surviving Insured - The living Insured after one of the Insureds dies.

Valuation Date – Each day the New York Stock Exchange and our home office are open for business, or any other day when there is enough trading in the Sub-Accounts of the Variable Account that the current net asset value of its Accumulation Units might change. If the required information for transactions you request has not been received by the time indicated on the date of your request, then the date used for valuation will be the next day the New York Stock Exchange and Nationwide's home office are open for business.

Valuation Period – The interval of time between a Valuation Date and the next Valuation Date.

Variable Account – One of our separate investment accounts into which Premiums are allocated. We may offer more than one Variable Account under this Policy.

GENERAL POLICY PROVISION

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.

Non-Participating

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

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 attached written application, including any attached 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.

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.

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. Other changes to this Policy may be made only if you and we agree. We will provide you with a copy of any amendment or endorsement or other document modifying this Policy.

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.

Effective Date of Policy Coverage

The effective date of insurance coverage under this Policy is determined in the following manner:

1. for insurance coverage applied for in the original application and approved by us, the effective date is the Policy Date subject to our receipt of the minimum initial premium;
2. for increases or other additions to coverage, the effective date is the Policy Monthiversary on or next following our approval of your supplemental application for insurance, unless you request and we approve a different date; and

3. in the case of a reinstatement, the effective date is the Policy Monthiversary on or next following our approval of your reinstatement request, unless you request and we approve a different date.

Policy Termination

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

1. you request in writing to terminate coverage under this Policy;
2. the Surviving Insured dies;
3. you elect to receive the Maturity Proceeds on the Maturity Date;
4. subject to the Reinstatement section, this Policy lapses at the end of a grace period; or
5. you Surrender this Policy for its Cash Surrender Value.

Suicide

We will not pay the Death Benefit Proceeds normally payable on the Surviving Insured's death if either Insured commits suicide, while sane or insane, within two years from:

1. the Policy Date;
2. any date after the Policy Date we approve an increase in Specified Amount requiring evidence of insurability.

In the case of item (1) above, we will pay an amount equal to all Premiums paid prior to death of the Surviving Insured, less any Indebtedness or partial Surrenders.

In the case of item (2) above, we will not pay the portion of the Death Benefit Proceeds attributable to the Specified Amount increase, but instead will pay all cost of insurance charges attributable to such Specified Amount increase.

We reserve the right under this section to obtain evidence of the manner and cause of the Insureds' deaths.

Incontestability

After this Policy has been In Force during the lifetime of both Insureds for two years from the Policy Date or a reinstatement date, we will not contest it, as issued on the Policy Date or as reinstated, for any reason.

After any amendment, endorsement, rider, or Specified Amount increase requiring evidence of insurability, has been In Force as part of the Policy during the lifetime of both Insureds for two years from its effective date or a reinstatement date, we will not contest it for any reason.

Misstatement of Age or Sex

If the age or sex of either Insured has been misstated, payments and benefits under this Policy will be adjusted as follows:

1. if at least one Insured is alive, the Cash Value will be adjusted to reflect the monthly deductions and other charges using the correct ages and sexes of the Insureds from the Policy Date to the date of correction. Future monthly deductions and charges will be based on the correct ages and sexes; or
2. if both Insureds have died, we will adjust the death benefit and Cash Value. The adjusted death benefit will be:
 - a. the Net Amount at Risk on the date of the Surviving Insured's death; multiplied by
 - b. the ratio of the monthly cost of insurance deducted on the Policy Monthiversary immediately preceding the Surviving Insured's death and the monthly cost of insurance that would have been deducted using the correct ages and sexes on that same Policy Monthiversary; plus
 - c. the Cash Value on the date of the Surviving Insured's death adjusted to reflect the monthly deductions and other charges using the Insureds' correct ages and sexes from the Policy Date to the date of death.

Postponement of Payments

We have the right to delay payment of all or part of the Cash Surrender Value or a policy loan 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 while this Policy is In Force. 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 not recognize assignments altering the type or character of the risk we originally 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 an irrevocable designation.

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 stated on the face page of this Policy and received by us before we can take any action.

No instructions are effective until received and 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 of named parties, authorization of third-parties 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 for a Policy Settlement, transfers among the Sub-Accounts of the Variable Account, allocation of future Net Premium, and death benefit claims, we will require that the request be completed on a form we provide.

We may require a signature guarantee from a member firm of a recognized domestic stock exchange or a financial institution that is a member of the Federal Deposit Insurance Corporation for Surrender, partial Surrender, Settlement, or change in ownership of this Policy.

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. It will show your Policy's current Specified Amount, Cash Value, Cash Surrender Value, Premiums paid, Policy charges, and any outstanding Indebtedness. The report will also include any other information required by federal and/or state laws and regulations.

Illustration of Benefits and Values

We will provide a non-guaranteed projection of illustrative future benefits and values under this Policy at any time after the first Policy Anniversary. Your written request and payment of a service fee set by us at the time of the request will be required. The service fee will not exceed the Maximum Service Fee stated in the Policy Data Pages.

Internal Revenue Code Life Insurance Qualification Test

This Policy has been designed to satisfy the guideline premium/cash value corridor test or the cash value accumulation test definition of life insurance for federal income tax purposes under Section 7702 of the Internal Revenue Code, as amended. The life insurance qualification test will determine the minimum required death benefit and Premium limitations of this Policy. You may not change the life insurance qualification test on or after the Policy Date.

We reserve the right to refuse any Premium or decline any change that we reasonably believe would cause this Policy to fail to qualify as life insurance under the applicable tax law. This includes changing the Specified Amount, the death benefit option, and the amount of any requested partial Surrender. We also have the right to change your Policy, to require additional Premium payments and/or loan repayments, or to make distributions from your Policy to the extent necessary to continue to qualify this Policy as life insurance.

We do not give tax advice, and this section should not be construed to guarantee that your Policy will be treated as life insurance or that the tax treatment of life insurance will never be changed by future actions of any tax authority.

Modified Endowment Contracts

Certain policies may be or become Modified Endowment Contracts (MECs) under Section 7702A of the Internal Revenue Code, as amended. We will notify you if a requested action or Premium payment will result in your Policy becoming a MEC. We will only permit your Policy to become a MEC if you authorize it in writing. Otherwise, the requested action will be rejected and any Premium paid in excess of MEC limits will be refunded within sixty days after the end of the Policy Year in which it was received.

If you request and receive a full or partial Surrender after your Policy becomes a MEC or it 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 PROVISION

Nationwide

We are a stock life insurance company organized under the laws of the State of Ohio. In exchange for payment of Premium as required in this Policy, we provide certain benefits, including paying the Death Benefit Proceeds upon the death of the Surviving Insured if both Insureds die while this Policy is In Force.

Policy Owner

You are the Policy Owner and may exercise all rights under this Policy while it is In Force. If you die before both of the Insureds die, your estate becomes the Policy Owner unless there is a named Contingent Owner.

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 Insureds will 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 while it is In Force. If you name a Contingent Owner, the Contingent Owner will become the Policy Owner if you die while at least one Insured is alive.

The Insureds

The Insureds are the persons upon whose lives this Policy is issued. You may not change the Insureds.

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 and Values Provision.

Unless you direct otherwise, the following will apply:

1. if more than one Beneficiary survives the Insureds, each will share equally in any right to receive the Death Benefit Proceeds;

2. if no Beneficiary survives the Insureds, and there is more than one Contingent Beneficiary that survives the Insureds, each will share equally in any right to receive the Death Benefit Proceeds; and
3. if no Beneficiary or Contingent Beneficiary is named or none survives the Insureds, then you or your estate is entitled to receive the Death Benefit Proceeds.

Changes of Named Parties and Interests

While this Policy is In Force, you may change the named Beneficiary, Contingent Beneficiary, and Contingent Owner, without restriction after the fifth Policy Anniversary, unless such party was designated irrevocable, by providing us proper notice in the proper format, as provided in the Instructions section of the General Policy Provision. A party designated as irrevocable may only be changed with that party's written consent.

You may also change the Policy Owner without restriction after the fifth Policy Anniversary, but in doing so you will relinquish all rights under this Policy to the new Policy Owner.

We reserve the right to reject a change of Policy Owner or Contingent Owner until the fifth Policy Anniversary if the Policy Owner or Contingent Owner is being changed to any corporate entity or business engaged in the life settlement business.

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 stated on the face page of this Policy.

PREMIUM PAYMENT PROVISION

Initial Premium

The initial Premium is due on the Policy Date, but may be paid in advance, and will be credited on the Initial Premium Investment Date. Insurance coverage under this Policy is not effective until the initial Premium is paid. The Minimum Initial Premium is stated in the Policy Data Pages.

Additional Premium

Additional Premiums may be paid at any time while this Policy is In Force, and prior to the Maturity Date, subject to the following limits:

1. the additional Premium is at least as great as the Minimum Additional Premium stated in the Policy Data Pages;
2. we may require evidence of insurability satisfactory to us before accepting any Premium that will increase the Net Amount at Risk;
3. we will refund any Premium that is in excess of the Premium limit that allows this Policy to qualify as a contract of life insurance under applicable tax laws; and
4. we may require you to pay any existing Indebtedness under this Policy prior to accepting any additional Premiums.

How Premium May Be Paid

Premium is payable to our Home Office stated on the face page of this Policy or to our authorized representative.

Planned Premium

Your Planned Premium Payment and Planned Premium Payment Frequency are selected by you and tell us how much and how frequently you intend to pay Premium. They are stated in the Policy Data Pages. We will send you Premium payment reminder notices according to the amount and frequency you elect.

You are not required to pay the planned Premium and this Policy may lapse even if you do; however, failure to pay Premiums as planned may increase the possibility of this Policy lapsing.

POLICY CHARGES AND DEDUCTIONS PROVISION

In this provision, we describe all charges we may assess under this Policy. Each charge may include a margin for overall expenses and profit. If we assess a charge described in the sections below, the guaranteed maximum charge and any applicable duration of the charge are stated in the Policy Data Pages.

Premium Load

We deduct a premium load from each Premium payment applied to this Policy. The premium load is assessed to reimburse us for premium taxes paid and to recover expenses related to the sale of this Policy.

The Guaranteed Maximum Premium Load is stated in the Policy Data Pages.

We may waive the premium load on the initial Premium as part of a sponsored exchange program permitted under the securities laws or rules or by order of the SEC.

Monthly Deduction

The following is a list of the charges deducted from the Cash Value of your Policy on the Policy Date, or Initial Premium Investment Date, and each Policy Monthaversary thereafter while this Policy is In Force, the "monthly deduction." If the first Premium payment is received after the Policy Date, we will deduct an amount equal to the monthly deductions due on the Policy Date and each Policy Monthaversary between the Policy Date and the Initial Premium Investment Date on the Initial Premium Investment Date.

The monthly deduction for each Policy Monthaversary will be the sum of:

1. the mortality and expense risk charge;
2. the monthly administrative charges;
3. the monthly cost of insurance charge; and
4. the monthly cost of any elected optional riders.

The charges listed as items 1 - 3 are detailed in this section. The monthly cost for any elected optional riders is described in the rider form.

The monthly charges other than the mortality and expense risk charge will be charged proportionally to the Cash Values in each Sub-Account and the Fixed Account, unless otherwise elected. The mortality and expense risk charge will be charged proportionally to the Cash Value in each Sub-Account only, unless otherwise elected. If a Policy Monthaversary occurs on a date other than a Valuation Date, any charges described in the sections below normally taken on a Policy Monthaversary will be taken on the next Valuation Date.

Mortality and Expense Risk Charge

This charge compensates us for assuming risks related to guaranteeing mortality and expenses.

The mortality and expense risk charge is applied to Cash Value allocated to the Variable Account and is deducted proportionally from each Sub-Account in which you are invested.

The Guaranteed Maximum Mortality and Expense Risk Charge is stated in the Policy Data Pages.

Administrative Charges

These charges compensate us for the costs associated with issuing, maintaining, and administering this Policy. This includes providing you with confirmations, statements, accounting and record-keeping.

We deduct two forms of monthly administrative charges:

1. a monthly flat charge; and
2. a monthly per \$1,000 of Specified Amount charge.

The Specified Amount in effect on the Policy Date, the "initial Specified Amount," and each Specified Amount increase, if any, represent separate segments of coverage under this Policy. The monthly per \$1,000 of Specified Amount charge for each segment of coverage is calculated by multiplying the segment's Specified Amount, divided by \$1,000, by the applicable rate.

The guaranteed maximum rates per \$1,000 of Specified Amount are set based on the Insureds' Attained Ages, sexes, the death benefit option in effect, and the total Specified Amount at the time a segment of coverage becomes effective. The Guaranteed Maximum Administrative Charges are stated in the Policy Data Pages.

Monthly Cost of Insurance per \$1,000 of Net Amount at Risk Charge

This charge compensates us for the risk associated with underwriting the insurance protection provided to you by this Policy. Separate cost of insurance rates are used to calculate the monthly cost of insurance for each segment of coverage.

The monthly cost of insurance charge for each segment of coverage is calculated by multiplying its associated Net Amount at Risk, divided by \$1,000, by the applicable cost of insurance rate.

For purposes of determining the Net Amount at Risk for each segment of coverage, the Cash Value is first attributed to the initial Specified Amount, then each increase segment, if any, from oldest to most recent.

Current cost of insurance rates are determined by us and are subject to change as described in the Changes to Policy Cost Factors section. The rates for each segment of coverage are based on a combination of the Insureds' Attained Ages, sexes, rate classes, rate types, rate class multiples, any monthly flat extra ratings, the Specified Amount and death benefit option at the time this Policy is issued or a Specified Amount increase takes effect, and the length of time since the Policy Date or effective date of a Specified Amount increase. However, cost of insurance rates will never exceed the maximum rates applicable to each segment of coverage as stated in a Table of Guaranteed Maximum Monthly Cost of Insurance Rates per \$1,000 of Net Amount at Risk in the Policy Data Pages. Policy Data Pages will be issued with an additional table of rates for each Specified Amount increase.

Surrender Charge

The surrender charge compensates us in the event this Policy is Surrendered in earlier Policy Years, which prevents us from having sufficient time to recoup sales and underwriting expenses associated with issuing this Policy.

Surrender charges are calculated separately for each segment of coverage. The surrender charge for each segment of coverage is based on the Insureds' Attained Ages, sexes, rate classes, rate types, rate class multiples, any monthly flat extra ratings, the Specified Amount and death benefit option at the time this Policy is issued or a Specified Amount increase takes effect, and the length of time since the Policy Date or effective date of a Specified Amount increase.

The applicable surrender charge will be deducted from the Cash Value of this Policy at the time any of the following occur:

1. a complete Surrender of the Policy;
2. lapse of the Policy; or
3. a segment of coverage is subsequently removed in its entirety by a requested Specified Amount decrease or requested death benefit option changes that result in a

Specified Amount decrease and reduce the Net Amount at Risk.

No surrender charge is deducted at the time of a decrease resulting from a partial Surrender, change of death benefit option that does not reduce the Net Amount at Risk, or a requested Specified Amount decrease that does not remove a segment of coverage in its entirety. Surrender charges attributable to Specified Amount decreases resulting from partial Surrenders, death benefit option changes that preserve the Net Amount at Risk, and requested Specified Amount decreases that do not remove a segment of coverage in its entirety are deferred and continue to reduce over time. If this Policy is subsequently terminated by a complete Surrender or lapse, the full surrender charge in effect at that time, including any deferred amounts, will be deducted.

For purposes of determining the applicable surrender charge, Specified Amount decreases are treated as coming from the most recent Specified Amount increase first, then from the next most recent Specified Amount increase, and so forth. The initial Specified Amount in effect on the Policy Date is reduced last.

The amount and duration of the surrender charges applicable to the initial Specified Amount are stated in the Table of Surrender Charges in the Policy Data Pages. Policy Data Pages will be issued with an additional surrender charge table for each Specified Amount increase.

Policy Loan Interest Charge

The difference, if any, between the interest we charge on Indebtedness and the amount we credit in interest to the Policy Loan Account is a charge that compensates us for expenses associated with offering and administering the loan.

Changes in Policy Cost Factors

Changes in the charges, deductions, expenses or credited interest rates we make under this Policy will be based on changes in future expectations for all issues of this Policy for factors including, but not limited to our:

1. investment earnings;
2. mortality experience;
3. persistency experience;

4. expenses, including reinsurance expenses; and
5. taxes.

Changes to cost of insurance rates and other charges will be on a uniform basis for Insureds with the same combination of Issue Ages, sexes, rate classes, rate types, rate class multiples, any monthly flat extra ratings, Specified Amount and death benefit option whose policies have been In Force for the same length of time.

Any changes we make will be determined in accordance with the state law and any procedures required to be kept on file with the applicable insurance regulator of the State of Issue.

Service Fees

In this Policy we describe instances where we may assess a service fee for certain actions taken at your request. The Maximum Service Fee is stated in the Policy Data Pages.

When we assess a service fee, it will be for each action we take or transaction we process. For example, if we assess a service fee to process a partial Surrender, we will assess the fee on each partial Surrender.

Service fees are taken proportionally at the time the fee is assessed from each Sub-Account in which you are invested, and the Fixed Account, unless otherwise elected.

GRACE PERIOD, GUARANTEED POLICY CONTINUATION, AND REINSTATEMENT PROVISION

Policy Coverage and Lapse

This Policy remains In Force as long as the Cash Surrender Value on each Policy Monthiversary is sufficient to cover the monthly deductions and other charges we assess. Otherwise, this Policy will lapse, subject to the Grace Period section and the Guaranteed Policy Continuation section.

Grace Period

If there is not sufficient Cash Surrender Value on a Policy Monthiversary to pay the monthly deductions and any other charges due, or if Indebtedness equals or exceeds the Policy's Cash Value minus any surrender charge, then this Policy will enter a grace

period, unless the requirements of the Guaranteed Policy Continuation section are met.

When this Policy enters a grace period, we will send a notice to your last known address and any assignee of record informing you of the Policy's lapse pending status and the amount of Premium you must pay to keep this Policy In Force. A grace period will last sixty-one days from the date we mail you the notice. During the grace period, this Policy will continue In Force. When the grace period ends, this Policy and any coverage associated with it, including any elected optional riders, will lapse.

Prior to the end of the grace period, you may prevent this Policy from lapsing by paying sufficient Premium to cover three times the amount of the most recent monthly deductions and any other charges or, during the death benefit guarantee period, Premium sufficient to meet the requirements of the Guaranteed Policy Continuation section, whichever is less.

If the Surviving Insured dies during a grace period, we will pay the Death Benefit Proceeds, subject to the Incontestability, Suicide, and Misstatement of Age or Sex sections of the General Policy Provision.

Guaranteed Policy Continuation

This Policy provides for guaranteed policy continuation during the Death Benefit Guarantee Period stated in the Policy Data Pages. During the death benefit guarantee period this Policy will not enter a grace period even if the Cash Surrender Value is insufficient to pay the monthly deductions and any other charges, or Indebtedness equals or exceeds the Policy's Cash Value minus any surrender charges, if:

1. the sum of all Premiums paid to date, including the initial Premium, minus any Indebtedness and minus any partial Surrenders; is greater than or equal to
2. the sum of the monthly initial death benefit guarantee premium in effect for each respective month completed from the Policy Date, including any period of lapse, through the current Policy Monthiversary.

If (1) is not greater than or equal to (2) or the death benefit guarantee period has ended, this section is not in effect, and the Grace Period section will apply.

The Monthly Initial Death Benefit Guarantee Premium in effect on the Policy Date is stated in the Policy Data Pages. The monthly initial death benefit

guarantee premium may be affected by changes to the Policy, including loans, partial Surrenders, Specified Amount increases or decreases, changing your death benefit option, and/or adding or terminating a rider.

If this Policy is being kept In Force by the guaranteed policy continuation feature, the Cash Surrender Value may become negative as monthly deductions continue to be deducted until the Cash Value becomes zero. Once the Cash Value becomes zero under this section, no additional monthly deductions will be assessed until additional Premium is paid. If the Cash Surrender Value is insufficient to pay monthly deductions and any other charges at the time the death benefit guarantee period ends or the requirements of this section are no longer met, this Policy will enter a grace period and additional Premium will be required to prevent this from lapsing.

If this Policy enters a grace period during the death benefit guarantee period, the lapse pending notice we send will include the Premium amount required to maintain your Policy under this section as well as the amount required by the Grace Period section. You can keep this Policy In Force by paying the lesser of the two amounts.

Reinstatement

If this Policy lapses at the end of a grace period, it may be reinstated subject to all of the following:

1. the reinstatement request is in writing and received by us within three years after the end of the most recent grace period and prior to the Maturity Date;
2. the Policy has not been surrendered for its Cash Surrender Value;
3. we may require you to provide new evidence of insurability for both Insureds satisfactory to us;
4. you must pay us Net Premium, due the Policy Monthiversary on which your Policy is to be reinstated, equal to either:
 - a. the total of:
 - i. the monthly deductions and any other charges that were due during the grace period prior to lapse; plus

- ii. any amount needed to increase the Cash Surrender Value to zero; plus
 - iii. three times the current monthly deductions we would assess if this Policy was currently In Force; or
 - b. if reinstatement will occur during the death benefit guarantee period, the amount needed to meet the requirements of the Guaranteed Policy Continuation section; and
5. any Indebtedness in effect at the time this Policy lapsed must either be repaid or reinstated.

You may, but are not required to, pay more than the minimum Premium amount required for reinstatement. The effective date of a reinstated Policy will be the Policy Monthiversary on or next following the date we approve the application for reinstatement and receive the required Premium.

When your Policy is reinstated, a new two-year contestable period will apply with respect to statements you make in the application for reinstatement.

When this Policy is reinstated, the Cash Value, before any Premium payments or loan repayments, will be equal to the lesser of:

1. the Cash Value at the end of the most recent grace period; or
2. the amount of the surrender charge for the Policy Year in which we reinstate this Policy.

Unless you have requested otherwise, all amounts will be allocated based on the fund allocation factors in effect at the start of the grace period.

Current charges and charges past due from the most recent grace period will be deducted upon application of the Premium paid to reinstate this Policy.

VARIABLE ACCOUNT PROVISION

About the Variable Account

We may make one or more Variable Accounts available under this Policy.

We established the Variable Account as a segregated investment account under the laws of the State of Ohio. The assets of the Variable Account are our property, but are not charged with the liabilities from any of our other businesses. We maintain assets that are at least equal to the reserves and other liabilities of the Variable Account and we may transfer assets exceeding the reserves and other liabilities of the Variable Account to our General Account. Variable Account assets shall be used to fund only variable policy benefits. Although assets in the Variable Account are our property, we are obligated under this Policy to make payments to you.

Income, gains and losses of the Variable Account reflect its own investment experience and not ours.

The Sub-Accounts

The Variable Account may be divided into one or more Sub-Accounts. The available Sub-Accounts as of the Policy Date are listed in the Policy Data Pages. The Sub-Accounts invest in various underlying investment options. The underlying investment options typically include registered mutual funds but may include other types of investment options permitted by the Variable Account and applicable law.

Underlying investment options available in the Variable Account are not publicly traded investment options or mutual funds, but we may offer publicly traded funds in certain contexts as long as it does not have an adverse impact on the tax treatment of this Policy.

You may allocate Net Premium to any of the available Sub-Accounts, but you will be subject to any terms or conditions established by the corresponding underlying investment option in which the Sub-Account invests.

Determining the Variable Account Value

The Variable Account value, and your corresponding interest in it under this Policy, is determined on each Valuation Date.

The value of amounts allocated to each Sub-Account is determined by multiplying the number of Accumulation Units in the Sub-Account by the Accumulation Unit value. Charges assessed by the underlying investment options are deducted each Valuation Date from their net asset value before calculating the Accumulation Unit value.

When a Sub-Account is established, the Accumulation Unit value is initially set at \$10 per unit. The Accumulation Unit value of the Sub-Account fluctuates based on the investment performance of the corresponding underlying investment option. Investment experience is not tied to the number of Accumulation Units, but the value of the Accumulation Units.

Accumulation Units of a Sub-Account are added on a given Valuation Date by Net Premium or transfer allocations. Accumulation Units of a Sub-Account on a given Valuation Date are reduced by any Surrenders, loans, transfers to other Sub-Accounts or the Fixed Account, or monthly charges or deductions described in the Policy Charges and Deductions Provision.

The Net Investment Factor and Performance

The investment performance of a Sub-Account is determined by the net investment factor. The net investment factor is calculated as follows:

1. the net asset value of the underlying investment option corresponding to the Sub-Account, plus any dividend or income distributions made by such underlying investment option plus or minus any per share charge for taxes reserved as determined by us based on the operation of the Sub-Account, for the current Valuation Date; divided by
2. the net asset value of the underlying investment option determined as of the preceding Valuation Date.

When the net investment factor is multiplied by the preceding Valuation Date's Accumulation Unit value, the result is the current Valuation Date's Accumulation Unit value. If the net investment factor is greater than one, the Accumulation Unit value increases. If the net investment factor is less than one, the Accumulation Unit value decreases.

Cash Value and the Variable Account

The Cash Value of this Policy is equal to the value attributable to this Policy in the Sub-Accounts of the Variable Account plus the value of the Fixed Account and the Policy Loan Account.

The Cash Value of this Policy attributable to a Sub-Account on the Initial Premium Investment Date is equal to the portion of the initial Net Premium

allocated to the Sub-Account minus monthly charges and deductions we assess in proportion to the total Net Premium invested. The number of Accumulation Units purchased in the Sub-Account on the Initial Premium Investment Date is determined by dividing the dollar value of the Net Premium allocated to the Sub-Account by the current Valuation Date's Accumulation Unit value.

The Cash Value in a Sub-Account on each subsequent Valuation Date is equal to the Accumulation Unit value on the Current Valuation Date multiplied by the result of:

1. the number of Accumulation Units on the preceding Valuation Date; plus
2. any Accumulation Units purchased by Net Premium or transfers allocated to the Sub-Account on the current Valuation Date; minus
3. any Accumulation Units cancelled by Surrenders or transfers out of the Sub-Account on the current Valuation Date; minus
4. any Accumulation Units cancelled by monthly deductions and other charges that are due on the current Valuation Date and assessed against the Sub-Account.

The number of Accumulation Units purchased or cancelled on the current Valuation Date is determined by:

1. taking the dollar value of the purchase or cancellation; and
2. dividing it by the Accumulation Unit value of the Sub-Account on the current Valuation Date.

Transfers and Allocations

You elect how to allocate Net Premium among the Sub-Accounts and the Fixed Account. You may change how future Net Premium will be allocated at any time while this Policy is In Force by notifying us in writing at our home office. Allocations must be stated in non-fractional percentages, for example, 10% but not 10.4%. Allocations among the Sub-Accounts, together with your Fixed Account allocation, must add up to 100%.

Generally, we permit transfers of Cash Value among the Sub-Accounts to be executed once per Valuation Date, but there are certain transfer restrictions or fees that may be imposed by the underlying investment options to which you will be subject.

We may refuse, limit or restrict transfer requests, or take any other reasonable action we deem necessary with regard to certain Sub-Accounts to protect all of our Policy Owners from the negative impact of short-term trading strategies or other harmful investment practices that damage the performance of the underlying investment options. We may restrict your transaction requests if you, or a third-party acting on your behalf, are engaged in such a practice or strategy.

Our failure to take action in any one or more instances with respect to these restrictions is not a waiver of our right to enforce them at a future date.

Substitution of Securities

If an underlying investment option is no longer available for investment by the Variable Account or if, in the judgment of our management, further investment in such underlying investment option would be inappropriate in view of the purposes of this Policy, we may substitute another underlying investment option for an underlying investment option already purchased or to be purchased in the future under this Policy.

In the event of a substitution or change, we may make changes to this Policy and other policies of this class as may be necessary to reflect the substitution or change. Nothing contained in this Policy will prevent the Variable Account from purchasing other securities for other series or classes of policies or from effecting a conversion between series or classes of contracts on the basis of requests made individually by owners of such policies.

Changes of Investment Policy

We may materially change the investment policy of a Variable Account. If changes are made to the investment policy of a Variable Account, we will first seek any required approval from the SEC, the Ohio Department of Insurance, and the Department of Insurance of the State of Issue and provide you with any required notice of the change.

FIXED ACCOUNT PROVISION

The Fixed Account

The Fixed Account is funded by our General Account. In addition to allocating your Net Premiums to one or more of the Sub-Accounts described in the Variable Account Provision, you may direct all or part of your Net Premiums into the Fixed Account.

The Fixed Account value is zero unless some or all of the Cash Value is allocated to the Fixed Account. Upon the initial allocation of Cash Value to the Fixed Account, the Fixed Account value is equal to the amount of Cash Value initially allocated. The Cash Value in the Fixed Account on each subsequent Valuation Date is equal to:

1. the Cash Value in the Fixed Account on the preceding Valuation Date; plus
2. any interest credited to the Fixed Account during the current Valuation Period; plus
3. any Net Premiums or other amounts allocated to the Fixed Account during the current Valuation Period; minus
4. any amounts transferred from the Fixed Account during the current Valuation Period; minus
5. the portion of any monthly deductions which are due and charged to the Fixed Account during the current Valuation Period; minus
6. any partial Surrender amounts allocated to the Fixed Account during the current Valuation Period.

Any Cash Value allocated to the Fixed Account will be credited interest daily, based on the Fixed Account interest crediting rate. The Guaranteed Minimum Interest Crediting Rate is stated in the Policy Data Pages. Interest in excess of the minimum guaranteed rate may be credited. The current interest rate in effect at the time of transfer to the Fixed Account will be guaranteed through the end of the calendar quarter in which such transfer was made. Thereafter, any excess interest rates will be guaranteed for the following three months. Where required, we have filed our method for determining current interest rates with the Insurance Department of the State of Issue.

Right to Transfer

You may transfer amounts to and from the Fixed Account and the Sub-Accounts subject to the restrictions below without penalty. Our failure to exercise our rights under this section shall not be construed as a waiver of our rights.

Fixed Account Restrictions

We reserve the right to limit the number of transfers and the amount of Cash Value transferred to or from the Fixed Account each Policy Year as follows:

1. we may refuse transfers to the Fixed Account prior to the first Policy Anniversary or within twelve months of any prior transfer to the Fixed Account;
2. we may limit transfers out of the Fixed Account in any Policy Year, to 25% of the Cash Value allocated to the Fixed Account as of the end of the previous Policy Year. Transfers out of the fixed investment option will be on a last-in, first-out basis;
3. we may restrict transfers into the Fixed Account to 25% of the Cash Value as of close of business of the prior Valuation Date; and
4. we may refuse transfers into the Fixed Account if the Fixed Account value is greater than or equal to 30% of the Cash Value.

POLICY BENEFITS AND VALUES PROVISION

Nonforfeiture

The Cash Surrender Value, Policy Loan Account, or any other values of this Policy are equal to or greater than those set by the laws of the State of Issue.

The insurance coverage provided by this Policy and any optional riders you elect, unless otherwise specified, are subject to the claims paying ability of our General Account.

Right of Conversion

Within twenty-four months of the Policy Date, you may elect by written request to transfer 100% of your Cash Value allocated to the variable Sub-Accounts into the fixed investment options without regard to

any restrictions otherwise applicable to such transfers.

This election is irrevocable.

Complete Surrender

This Policy may be Surrendered for its Cash Surrender Value at any time while it is In Force.

You must submit your request for Surrender in writing, on a form we provide, to our Home Office listed on the face page of this Policy. The date of Surrender will be the date we receive your written request. We may require your Policy to be sent to us for endorsement before we pay the full Cash Surrender Value. We will determine the Cash Surrender Value as of the Valuation Date on or next following the date of Surrender. All coverage under this Policy and any elected rider ends on Surrender.

The Cash Surrender Value will be paid in cash or according to a Settlement option you elect. We reserve the right to defer the payment of the Cash Surrender Value as described in the Postponement of Payments section.

Partial Surrenders

A partial Surrender may be taken after the first Policy Year while this Policy is In Force. You must submit your request for partial Surrender in writing on a form we provide. We may also require that this Policy be sent to us for endorsement.

We reserve the right to limit the number of partial Surrenders in a Policy Year to one. We reserve the right to deduct a service fee from the partial Surrender amount. The Maximum Partial Surrender Fee is stated in the Policy Data Pages. The fee imposed on a partial Surrender will not reduce the full surrender charge applicable to this Policy.

When a partial Surrender is taken, we will reduce the Cash Value by the partial Surrender amount. We will also reduce the Specified Amount by the amount necessary to prevent an increase in the Net Amount at Risk. However, the Specified Amount reduction will not be greater than the partial Surrender amount. Any such decrease will reduce insurance in the following order:

1. insurance provided by the most recent Specified Amount increase;

2. insurance provided by the next most recent Specified Amount increases successively; then
3. insurance provided by the initial Specified Amount in effect on the Policy Date.

We will allocate partial Surrenders among the Sub-Accounts in proportion to the Cash Value in each Sub-Account as of the partial Surrender date, unless otherwise elected. Partial Surrenders are subject to the following conditions:

1. partial Surrenders may not be taken prior to the first Policy Anniversary;
2. the minimum partial Surrender permitted is \$200;
3. during Policy Years two through ten, the sum of all partial Surrenders in a Policy Year cannot exceed 10% of the Cash Surrender Value as of the beginning of that Policy Year. For purposes of this limit, the Cash Surrender Value will be determined prior to the application of any payments and deduction of any charges, and after the aging of any applicable surrender charges;
4. after the tenth Policy Anniversary, the maximum amount of a partial Surrender is the Cash Surrender Value less the greater of \$500 or three monthly deductions;
5. a partial Surrender may not reduce the Specified Amount below the Minimum Specified Amount, stated in the Policy Data Pages;
6. a partial Surrender will not be permitted if in our reasonable belief, it would cause this Policy to be disqualified as a contract for life insurance under Section 7702 of the Internal Revenue Code at any time; and
7. we reserve the right to defer payment of a partial Surrender as described in the Postponement of Payments section.

Partial Surrenders will be made from the Fixed Account only when insufficient amounts are available in the Variable Account. Then, partial Surrenders will be made from the Fixed Account subject to the Fixed Account Restrictions section.

Policy Loans

You may request a loan at any time while your Policy is In Force. You must submit a written request. The loan will be made upon the sole security of the Policy and proper assignment of your Policy to us as collateral. We have the right to defer making a Policy loan as described in the Postponement of Payment section. The loan date is the date we process your loan request.

Maximum and Minimum Loans and Indebtedness

The minimum loan amount is \$200. We will not permit any loan that results in total Indebtedness, as of the date a loan is requested, that is greater than:

1. 90% of the Cash Value attributable to the Variable Account; plus
2. 100% of the Cash Value in the Fixed Account; plus
3. 100% of the Cash Value in the Policy Loan Account; minus
4. 100% of the Adjusted Sales Load Life Insurance Rider forfeiture charge (if applicable); minus
5. 100% of the surrender charge.

Processing a Loan

If the requested Policy loan meets the requirements described in this section, the loan amount requested will be transferred into the Policy Loan Account. The loan amount is transferred from the Variable Account in proportion to the Cash Value in each Sub-Account on the date of the loan. Loan amounts will be transferred from the Fixed Account only when insufficient amounts are available in the Variable Account.

Loan Interest

The Maximum Loan Interest Charged and Minimum Loan Interest Credited rates are stated in the Policy Data Pages.

Loan Interest Charged

Loan interest charged is calculated as part of Indebtedness each day and is not payable to us until:

1. a Policy Anniversary;
2. at the time a subsequent loan is requested and made;
3. at the time of a loan repayment;
4. at the time of a Policy lapse;
5. at the time of complete Surrender; or
6. upon the Surviving Insured's death.

When loan interest charged becomes payable, we transfer an amount equal to the accumulated unpaid charged interest proportionally from each of the Sub-Accounts in which you are invested. Loan interest charged will be transferred from the Fixed Account only when insufficient amounts are available in the Variable Account. The amount transferred is added to existing Indebtedness and is charged interest at the same rate.

Loan Interest Credited

Loan interest credited is calculated as part of the Policy Loan Account each day and becomes payable in the same intervals as the loan interest charged.

The amount of accumulated credited interest is added to the Cash Value and results in a purchase of Accumulation Units in the Sub-Accounts or the Fixed Account based on your current recorded allocation for any future Premium.

Loan Repayment

All or part of a Policy loan may be repaid to us at any time while this Policy is In Force and prior to the Surviving Insured's death. Any payment intended as a Policy loan repayment, rather than a Premium payment, must be identified as such.

Unless you request otherwise, we will allocate Policy loan repayments among the Sub-Accounts and/or the Fixed Account, based on your current recorded allocation for any future Premium. However, we reserve the right to require that any loan repayments resulting from loans transferred from the Fixed Account must be allocated to the Fixed Account.

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

Any Indebtedness existing at the end of a grace period may not be repaid unless and until this Policy is reinstated.

Cash Value in the Policy Loan Account

There is no Cash Value in the Policy Loan Account unless you take a loan. When a loan is taken, the Cash Value in the Policy Loan Account on the date of the loan is equal to the amount of the loan. On each subsequent Valuation Date, the Cash Value in the Policy Loan Account is equal to:

1. the Cash Value in the Policy Loan Account on the preceding Valuation date; plus
2. any interest credited during the current Valuation Period; plus
3. any amount transferred to the Policy Loan Account due to additional policy loans and any due and unpaid loan interest during the current Valuation Period; minus
4. loan repayments made during the current Valuation Period; minus
5. the amount of credited interest transferred from the Policy Loan Account to the Variable Account and/or Fixed Account during the current Valuation Period.

Policy Indebtedness and Lapse

If the total Indebtedness ever equals or exceeds the Cash Value less the Surrender charge, your Policy will terminate without value, subject to the Grace Period, Guaranteed Policy Continuation section, and Reinstatement Provision.

Effect of Loan

Since the amount you borrow is removed from a Sub-Account or the Fixed Account, a loan will have a permanent effect on any death benefit and Cash Surrender Value of this Policy. The effect may be favorable or unfavorable. This is true whether you repay the loan or not. If not repaid, Indebtedness will reduce the amount of any Death Benefit Proceeds or Maturity Proceeds.

Please see the Policy Loan Interest section of the Policy Charges and Deductions Provision for a description of how interest charges and credits result in a charge to you for the services we render in administering a loan under this Policy.

Policy Owner Services

Dollar Cost Averaging

You may elect Dollar Cost Averaging programs on a form we provide. Over time, amounts will automatically be transferred from the originating Sub-Accounts specified on the election form to your then current regular Sub-Account allocations on a monthly basis. You may change your allocation of Premium payments during the dollar cost averaging term. Dollar cost averaging is a long-term investment program that provides for regular, level investments over time. We make no guarantees that dollar cost averaging will result in a profit or protect against loss. Transfers will be processed until either the value in the originating Sub-Accounts is exhausted or you instruct us in writing to cancel the transfers.

We reserve the right to modify, suspend, or discontinue offering dollar cost averaging programs at any time upon providing you with written notice. You will be permitted to complete any program already in effect.

Automatic Asset Rebalancing

You may elect the Asset Rebalancing feature on a form we provide. If this feature is elected, assets will automatically be rebalanced into a pre-selected allocation of Sub-Accounts at a pre-selected frequency. Assets in the Fixed Account are not eligible for asset rebalancing and assets may not be rebalanced into the Fixed Account. Asset rebalancing will have no effect on the allocation of future Premium payments.

We reserve the right to modify, suspend, or discontinue offering automatic asset rebalancing programs at any time upon providing you with written notice. You will be permitted to complete any program already in effect.

Automated Income Monitor

Automated Income Monitor is an optional systematic partial Surrender and/or policy loan program. This program is only available to Policies that are *not* Modified Endowment Contracts ("MECs").

Taking partial Surrenders and/or policy loans may result in adverse tax consequences, will reduce Policy values, and may increase the likelihood your Policy will lapse. Before requesting an Automated Income Monitor

program, please consult with your financial and tax advisors.

Automated Income Monitor Program

You may elect the Automated Income Monitor program, if your Policy is not a MEC, on a form we provide. At the time of application for the program, we will provide you with an illustration of the proposed income stream and impacts to the Cash Value, Cash Surrender Value and death benefit based on your elections. You must submit this illustration along with your election form.

We will automatically process partial Surrenders and/or policy loans based on your elections until the program is terminated.

After the program has been elected, we will provide an updated illustration on each Policy Anniversary to assist you in determining whether to continue, modify, or discontinue the elected program based on your goals. You may request modification or termination of the Automated Income Monitor program at any time by written request.

The Automated Income Monitor program is subject to all of the following conditions:

1. you authorize us to make scheduled payments via policy loan when:
 - a. your Policy's cost basis, as defined by the Internal Revenue Code, is reduced to zero;
 - b. a partial Surrender within the first fifteen Policy years would be a taxable event; or
 - c. to prevent this Policy from becoming a MEC;
2. partial Surrenders and policy loans taken under the program are subject to the same terms and conditions as other partial Surrenders and policy loans described in this Policy; and
3. while the program is in effect, no Premium payment reminder notices will be sent.

The Automated Income Monitor program will terminate upon the earliest of the following:

1. our receipt of your written request to terminate participation;
2. at the time this Policy enters a grace period or terminates for any reason;
3. at the time of a requested partial Surrender or policy loan outside the program;
4. upon a change of Policy Owner;
5. a Rider that restricts partial Surrenders and/or policy loans is invoked or begins providing benefits;
6. on any Policy Anniversary when the illustration we provide produces a payment amount or duration of zero based on your then current payment elections;
7. for income based on a fixed duration, at the end of the period you specify at the time of election;
8. at any time the scheduled partial Surrender or Policy loan would cause this Policy to fail to qualify as life insurance under Section 7702 of the Internal Revenue Code, as amended; or
9. your Policy's Maturity Date.

We reserve the right to modify, suspend, or discontinue offering Automated Income Monitor programs at any time upon providing you with written notice.

The Death Benefit

This Policy provides a death benefit upon the Surviving Insured's death if both Insureds die while this Policy is In Force.

You may elect one of the three death benefit options detailed below. If you do not elect a death benefit option in the application, your Policy will be issued with Death Benefit Option 1. You may change the death benefit option as provided in the Changes to the Death Benefit Option section. The death benefit is determined based on the death benefit option in effect on the date of the Surviving Insured's death. The Death Benefit Option currently in effect is stated in the Policy Data Pages.

The death benefit will be the greater of the amount produced by the death benefit option in effect on the

date of the Surviving Insured's death or the Minimum Required Death Benefit. We show the calculation for the Minimum Required Death Benefit for this Policy in the Internal Revenue Code Life Insurance Qualification Test Table section of the Policy Data Pages.

1. Death Benefit Option 1 – Under this option, the death benefit is equal to the Specified Amount on the date of the Surviving Insured's death.
2. Death Benefit Option 2 – Under this option, the death benefit is equal to the Specified Amount plus the Cash Value on the date of the Surviving Insured's death.
3. Death Benefit Option 3 – Under this option, the death benefit is equal to the Specified Amount plus the accumulated premium account on the date of the Surviving Insured's death.

The accumulated premium account calculated under Death Benefit Option 3 will never be less than zero or more than the Death Benefit Option 3 Maximum Increase stated in the Policy Data Pages. Subject to the preceding limitations, the accumulated premium account is equal to:

1. all Premium payments applied to this Policy prior to the date of the Surviving Insured's death; minus
2. the sum of all partial Surrenders prior to the date of the Surviving Insured's death; plus
3. interest accumulated at the Death Benefit Option 3 Interest Rate stated in the Policy Data Pages.

Change of Death Benefit Option

You may not change your death benefit option election to Death Benefit Option 3.

Please note, if you change from Death Benefit Option 3 to either Death Benefit Option 1 or 2, you will not be permitted to change your election back to Death Benefit Option 3.

Otherwise, you may elect to change the death benefit option subject to the following:

1. you may only change the death benefit option once each Policy Year;

2. if you elect to change the death benefit option, we will adjust the Specified Amount so that the Net Amount at Risk does not change due to the death benefit option change unless you request otherwise and we approve, subject to evidence of insurability and our underwriting approval;
3. a change to the death benefit option is effective the Policy Monthiversary on or next following the date we approve the request for change, unless you request and we approve a different date;
4. the death benefit option change may not reduce the Specified Amount to a level that, based on our reasonable belief under applicable tax law and Premiums already paid, would result in failure of your Policy to qualify as a contract of life insurance under applicable law;
5. the death benefit option change may not reduce the Specified Amount below the Minimum Specified Amount stated in the Policy Data Pages; and
6. the Cash Surrender Value after the death benefit option change is effective must be sufficient to keep your Policy In Force for at least three months.

Specified Amount Increases and Decreases

At any time after the first Policy Anniversary, you may request to increase or decrease the Specified Amount of this Policy. Your request must be in writing to our Home Office, listed on the face page of this Policy, on a form we provide.

Specified Amount Increases

Each requested Specified Amount increase will have an associated surrender charge, cost of insurance rate, and monthly expense charge. We will inform you of the guaranteed maximum rates and charges at the time of the increase. Refer to the Policy Charges and Deductions Provision for additional information.

Requests to increase your Specified Amount are subject to the following conditions:

1. both Insureds must be living and the request must be accompanied by evidence of insurability for both Insureds that is satisfactory to us;

2. the Specified Amount increase must be at least \$50,000;
 3. the Cash Surrender Value after the Specified Amount increase must be sufficient to keep this Policy In Force for at least three months;
 4. age limits that apply to this Policy on a new issue basis apply to Specified Amount increases. For example, increases to the Specified Amount would not be permitted if either Insureds' age is greater than the maximum issue age under this Policy;
 5. once we approve an increase, it takes effect on the Policy Monthaversary on or next following the date we approve the increase, unless you request and we approve a different date;
 6. we may limit the right to increase the Specified Amount to one time per Policy Year; and
 7. we reserve the right to discontinue Specified Amount increases at any time.
4. we will refuse any decrease that reduces the Specified Amount below the Minimum Specified Amount stated in the Policy Data Pages or an amount, based on our reasonable belief under applicable tax law, that would result in failure of your Policy to qualify as a contract of life insurance under applicable law;
 5. decreases in the Specified Amount may result in a corresponding decrease to the Specified Amount of any elected optional riders; and
 6. we reserve the right to discontinue Specified Amount decreases at any time.

Death Benefit Proceeds

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

The Death Benefit Proceeds that become payable upon the Surviving Insured's death if both Insureds die while this Policy is In Force are equal to:

1. the death benefit provided by the death benefit option in effect on the date of the Surviving Insured's death; plus
2. any In Force insurance coverage on the Insureds' lives you elected by rider that is a part of this Policy; minus
3. Indebtedness; minus
4. any due and unpaid monthly deductions and any other charges accrued if this Policy is in a grace period on the date of the Surviving Insured's death.

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.

Specified Amount Decreases

Requests to decrease your Specified Amount are subject to the following conditions:

1. insurance is decreased in the following order:
 - a. insurance provided by the most recent Specified Amount increase;
 - b. the next most recent Specified Amount increases successively; then
 - c. the initial Specified Amount in effect on the Policy Date;
2. we may limit the right to decrease the Specified Amount to one time per Policy Year;
3. once we approve a decrease, it takes effect on the Policy Monthaversary on or next following the date we process your request to decrease the Specified Amount, unless you request and we approve a different date;

Policy Maturity Proceeds

If at least one Insured is alive and this Policy is In Force on the Maturity Date, you may elect to have the Maturity Proceeds, if any, paid to you according to the Policy Settlement section. If we do not receive an election from you, the Maturity Date will automatically be extended, subject to continued compliance with Section 7702 of the Internal Revenue Code, as amended.

Policy Maturity Date Extension

If at least one Insured is alive and this Policy is In Force on the Maturity Date, the Maturity Date will automatically be extended until the date of the Surviving Insured's death unless you specify otherwise, subject to continued compliance with Section 7702 of the Internal Revenue Code, as amended.

When the Maturity Date is extended, the following will apply:

1. no Premium payments will be allowed; however, loans, loan repayments, and partial Surrenders are permitted;
2. increases and decreases to the Specified Amount will not be permitted;
3. death benefit option changes will not be permitted;
4. 100% of the Cash Value in the Sub-Accounts will be transferred to the Fixed Account on the Maturity Date and transfers out of the Fixed Account will not be permitted;
5. no further monthly deductions will be taken and the cost of insurance charges will be zero;
6. the Specified Amount will be equal to the Specified Amount at the younger Insured's Attained Age 120.

Extension of the Policy's Maturity Date will not continue any elected rider beyond its date of termination as provided in the rider.

Policy Settlement

Policy Settlement may be made in a lump sum or by other available options stated below upon our receipt

of complete instructions and any other information we may reasonably require. More than one Settlement option may be elected. However, Settlement options other than the lump sum option may only be elected 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, you may elect, revoke, or change Settlement options at any time, subject to the limits stated above. If no Settlement option has been elected before the Surviving Insured's death, the party entitled to payment may elect a Settlement option or options at the time the Death Benefit Proceeds become payable. If no other Settlement option has been elected, payment will be made in a lump sum.

Settlement options must be elected, revoked, or changed by proper written request. After an election, revocation, or change is recorded at our Home Office stated 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 the lump sum option, we will issue a settlement contract in exchange for this Policy. The effective date of the settlement contract will be the date of the Surviving Insured's death, the Maturity Date, or the date this Policy is Surrendered. Payments will be made at the beginning of the selected twelve, six, three, or one 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 stated 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.



**LAST SURVIVOR FLEXIBLE PREMIUM ADJUSTABLE VARIABLE UNIVERSAL LIFE INSURANCE
POLICY, NON-PARTICIPATING**

Flexible Premiums payable until the Maturity Date while at least one Insured is living.

Death Benefit Proceeds payable upon the Surviving Insured's death if both Insureds die while this Policy is In Force.

The Maturity Date will automatically be extended unless you elect to receive the Maturity Proceeds.

Rate Classes and Rate Types are stated in the Policy Data Pages.

Adjustable death benefit.

Non-Participating, no dividends are payable.

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. This Policy is adjustable meaning you can change the amount of coverage, death benefit option, and rider elections subject to any applicable requirements. Post-issue Policy activity, such as Policy loans, partial Surrenders, and benefit changes (including Specified Amount increases and decreases, death benefit option changes, and rider elections) will affect the Policy coverage. We will provide replacement Policy Data Pages reflecting any new benefit elections or coverage changes you make after the Policy Date, including changes to Surrender charge schedules and underwriting risk classification (including rate class, rate type, and any monthly flat extras).

POLICY ISSUE INFORMATION

Policy Owner(s):	[John Doe]	Policy Date:	[March 1, 2009]
Policy Number:	[N000000000]	Policy Type:	Last Survivor Flexible Premium Adjustable Variable Universal Life Insurance, Non-Participating
State of Issue:	[Ohio]		

INSUREDS' INFORMATION

Insureds:	[John Doe]	[Jane Doe]
Sexes:	[Male]	[Female]
Issue Ages:	[35]	[35]
Rate Classes:	[Standard]	[Standard]
Rate Types:	[Non-Tobacco]	[Non-Tobacco]

PREMIUM INFORMATION*

Minimum Initial Premium:	[\$76.30]	Minimum Additional Premium Payment:	\$50.00
Planned Premium Payment:	[\$750.00]	Planned Premium Payment Frequency:	[Annual]
Monthly Initial Death Benefit Guarantee Premium:	[\$38.15]	Initial Death Benefit Guarantee Period**:	[20] years
[Monthly Extended Death Benefit Guarantee Premium:	[\$XXX.XX]	[Extended Death Benefit Guarantee Duration**:	[XX] years]
[Extended Death Benefit Guarantee Advanced Payment Accumulated Premium:	[\$XXX.XX]	[Extended Death Benefit Guarantee Percentage:	[XX]% of the Specified Amount]

*This is a flexible Premium Policy. The Minimum Initial Premium must be paid before coverage begins. Premium payments after the Minimum Initial Premium are not required. The Planned Premium Payment and Planned Premium Payment Frequency are provided by you in the application to tell us how much and how frequently you intend to pay Premium. The Monthly Initial Death Benefit Guarantee Premium is a value used to determine whether this Policy is eligible for continuation during the Initial Death Benefit Guarantee Period if the Cash Surrender Value is insufficient to pay the monthly deductions. [The Monthly Extended Death Benefit Guarantee Premium and Extended Death Benefit Guarantee Advanced Payment Accumulated Premium are values used to determine whether this Policy is eligible for continuation during the Extended Death Benefit Guarantee Duration if the Cash Surrender Value is insufficient to pay the monthly deductions.] Please refer to the Guaranteed Policy Continuation section of the Policy [and the elected Extended Death Benefit Guarantee Rider] for details on how this information is used and impacts your Policy.

**Coverage may expire prior to the end of the period shown if the Premium requirements in the Guaranteed Policy Continuation section [and the elected Extended Death Benefit Guarantee Rider] are not met. Please see "Grace Period, Guaranteed Policy Continuation, and Reinstatement Provision" [and the elected Extended Death Benefit Guarantee Rider] for additional information. If sufficient Premium is paid, such guarantees may maintain your Policy to the Maturity Date. Please contact us for additional information.

POLICY COVERAGE INFORMATION

Initial Specified Amount:	[\$100,000]	Death Benefit Option Elected:	[1]
[Additional Term Insurance Rider Specified Amount:	[\$150,000]]	[Death Benefit Option 3 Interest Rate:	[N/A]]
Total Specified Amount:	[\$250,000]	[Death Benefit Option 3 Maximum Increase:	[N/A]]
Minimum Specified Amount:	\$100,000	Internal Revenue Code Life Insurance Qualification Test:	[Guideline Premium/Cash Value Corridor] Test
[Minimum Total Specified Amount:	\$250,000]	Maturity Date*:	[March 1, 2094]

*Coverage may expire prior to the Maturity Date if Premiums paid and investment experience are not sufficient to cover monthly deductions to that date. It is possible that coverage may end prior to the Maturity Date even if Planned Premium Payments are made. If your Policy is in force on the Maturity Date, you may elect to receive the Maturity Proceeds which will equal the Cash Surrender Value on the Maturity Date; however, there may be little or no Cash Surrender Value to be paid. If you do not elect to receive the Maturity Proceeds on the Maturity Date, the Maturity Date will automatically be extended. Such extension is subject to the conditions stated in the Maturity Date Extension section of your Policy. You should consult with a qualified tax advisor before the Maturity Date of your policy is extended.

Schedule of Benefits

Form Number	Benefit	Specified Amount	Coverage Start Date	End Date**
NWLA-380-M2	Last Survivor Flexible Premium Adjustable Variable Universal Life			
	Initial Specified Amount	[\$100,000]	[03/01/2009]	[03/01/2094]
	Sexes:	[Male]	[Female]	
	Attained Ages:	[35]	[35]	
	Rate Classes:	[Standard]	[Standard]	
	Rate Types:	[Non-Tobacco]	[Non-Tobacco]	
	Rate Class Multiples:	[1.00]	[1.00]	
	Monthly Flat Extras:	[\$ / None]		
			[00/00/0000]	[00/00/0000]
			[00/00/0000]	[00/00/0000]
	Monthly Flat Extras:	[\$ / None]		
			[00/00/0000]	[00/00/0000]
			[00/00/0000]	[00/00/0000]]
	[Last Survivor Flexible Premium Adjustable Variable Universal Life			
	Specified Amount Increase	[\$000,000]	[03/01/2011]	[03/01/2094]
	Sexes:	[Male]	[Female]	
	Attained Ages:	[37]	[37]	
	Rate Classes:	[Standard]	[Standard]	
	Rate Types:	[Non-Tobacco]	[Non-Tobacco]	
	Rate Class Multiples:	[1.00]	[1.00]	
	Monthly Flat Extras:	[\$ / None]		
			[00/00/0000]	[00/00/0000]
	Monthly Flat Extras:	[\$ / None]		
			[00/00/0000]	[00/00/0000]
			[00/00/0000]	[00/00/0000]]
[NWLA-385-AO	Policy Split Option Rider		[03/01/2009]	[03/01/2054]]
[NWLA-382-M2	No Charge Four Year Term Insurance Rider			
	Specified Amount	[\$305,550]	[03/01/2009]	[03/01/2013]]
[NWLA-383-M2	Four Year Term Insurance Rider			
	Specified Amount	[\$305,550]	[03/01/2009]	[03/01/2013]]

**Coverage may expire prior to the dates shown if Premiums paid and investment experience are not sufficient to continue coverage to such dates [or, for the Extended Death Benefit Guarantee Rider, if the Premium requirements are not met]. Refer to the "Grace Period, Guaranteed Policy Continuation, and Reinstatement Provision" [and the elected Extended Death Benefit Guarantee Rider] for additional information.

SCHEDULE OF BENEFITS

Form Number	Benefit	Specified Amount	Coverage Start Date	End Date**
[NWLA-384-AO]	Extended Death Benefit Guarantee Rider Extended Death Benefit Guarantee Percentage:	[XXX]% of the Specified Amount]	[03/01/2009]	[03/01/2094]
[NWLA-415-AO]	Adjusted Sales Load Rider Rider Adjustment Percentage: [X]% Rider Adjustment Period: [Y] years Rider Charge Period: [Z] years]			
[NWLA-381-M2]	Additional Term Insurance Rider: Sexes: [Male] [Female] Attained Ages [35] [35] Rate Classes: [Standard] [Standard] Rate Types: [Non-Tobacco] [Non-Tobacco] Rate Class Multiples: [1.00] [1.00] Monthly Flat Extras To: [\$ / None] [\$ / None] Monthly Flat Extras To: [\$ / None] [\$ / None]	[\$150,000]	[03/01/2009]	[03/01/2094]
[NWLA-372-AO]	Overloan Protection Rider:		[03/01/2009]	[03/01/2094]

**Coverage may expire prior to the dates shown if Premiums paid and investment experience are not sufficient to continue coverage to such dates [or, for the Extended Death Benefit Guarantee Rider, if the Premium requirements are not met]. Refer to the "Grace Period, Guaranteed Policy Continuation, and Reinstatement Provision" [and the elected Extended Death Benefit Guarantee Rider] for additional information.

MONTHLY CHARGES AND DEDUCTIONS

Guaranteed Maximum Administrative Charges

Monthly Flat Charge:

All policy years: \$20.00

Monthly per \$1,000 of Specified Amount Charge:

The Monthly per \$1,000 of Specified Amount Charge is \$0.00 after fifteen full Policy Years following the issuance of the Policy or any increase in Specified Amount.

- [\$0.223] per \$1,000 on the first \$250,000 of Specified Amount
- [\$0.223] per \$1,000 on the next \$250,000 of Specified Amount
- [\$0.223] per \$1,000 in excess of \$500,000 of Specified Amount

Guaranteed Maximum Premium Load

Policy Years 1-15 10.00%
 Policy Years 16+ 8.00%

Guaranteed Maximum Mortality and Expense Risk Charge Table

Policy Years 1-15		Policy Years 16-20		Policy Years 21+	
Annual Rate	Monthly Charge*	Annual Rate	Monthly Charge*	Annual Rate	Monthly Charge*
0.80%	0.066423%	0.50%	0.041571%	0.30%	0.024966%

*The monthly charge is the percentage amount we charge against each component of the total Variable Account value. This monthly charge is deducted proportionally from each Sub-Account in which you are invested on each Policy Monthaversary.

[Policy Split Option Rider Monthly Rate per \$1,000 of Total Specified Amount: [\$0.0100]]

[Adjusted Sales Load Rider Charge: Policy Years [1-15] [X.XX]% Annually Effective Monthly Rate of [X.XXX]%
 Policy Years [16]+ 0.00%
 Adjusted Sales Load Rider Adjustment Percentage: [XXX]%
 Adjusted Sales Load Rider Maximum Rider Charge Period: [XX] Years
 Adjusted Sales Load Rider Adjustment Period: [X] Years]

[Extended Death Benefit Guarantee Rider Charge: [\$0.16] per \$1,000 of the Extended Death Benefit Guarantee Coverage Amount]

Table of Guaranteed Maximum Monthly Cost of Insurance Rates Per \$1,000 of Net Amount At Risk:

Specified Amount [\$100,000]

Effective Date of Coverage:

[03/01/2009]

Policy Year	Rate	Policy Year	Rate	Policy Year	Rate
1	0.00008	30	0.20230	59	14.75938
2	0.00026	31	0.24137	60	16.60120
3	0.00048	32	0.28628	61	18.84956
4	0.00073	33	0.33757	62	21.04601
5	0.00102	34	0.39727	63	23.38678
6	0.00136	35	0.46552	64	24.15518
7	0.00177	36	0.54718	65	25.68276
8	0.00228	37	0.64396	66	27.93398
9	0.00291	38	0.76422	67	30.28933
10	0.00369	39	0.90229	68	33.01209
11	0.00467	40	1.06046	69	36.10732
12	0.00584	41	1.24372	70	39.67520
13	0.00730	42	1.45466	71	43.73389
14	0.00888	43	1.70221	72	48.14512
15	0.01077	44	1.99361	73	52.94796
16	0.01316	45	2.33237	74	58.10369
17	0.01607	46	2.72083	75	63.84668
18	0.01980	47	3.20493	76	70.17642
19	0.02430	48	3.75560	77	76.79207
20	0.02992	49	4.35614	78	83.33333
21	0.03695	50	5.03841	79	83.33333
22	0.04547	51	5.81932	80	83.33333
23	0.05561	52	6.63201	81	83.33333
24	0.06701	53	7.66517	82	83.33333
25	0.08040	54	8.78644	83	83.33333
26	0.09646	55	9.99984	84	83.33333
27	0.11607	56	11.20520	85	83.33333
28	0.14023	57	12.07675		
29	0.16886	58	13.24558		

These guaranteed rates are based on the Commissioner's 2001 Standard Ordinary Mortality Tables, Sex and Smoker distinct, frasierized for joint lives based on each insured's attained age, sex, rate type, rate class multiple and any flat extras. Actual monthly cost of insurance rates will be determined by us based on our expectations as to our future experience. However, the actual cost of insurance rates will not be greater than those shown above.

NONFORFEITURE

Basis of Computation:

Mortality Table Commissioner's 2001 Standard Ordinary Mortality Tables, Sex and Smoker distinct, frasierized for joint lives based on each insured's attained age, sex, rate type, rate class multiple and any flat extras.

Interest Rate: 3.00%, annual effective rate

SURRENDER CHARGES

Specified Amount [\$100,000]

Effective Date of Coverage:

[03/01/2009]

Surrender Charge by year as measured from the
Effective Date of Coverage stated above

Surrender Charge

1	[\$963.81]
2	[\$919.12]
3	[\$872.23]
4	[\$822.91]
5	[\$771.19]
6	[\$716.94]
7	[\$659.88]
8	[\$600.10]
9	[\$537.20]
10	[\$471.28]
11	[\$401.94]
12	[\$329.18]
13	[\$252.80]
14	[\$172.59]
15	[\$88.36]
16+	\$0.00

For Surrender Charge purposes, years begin on the Effective Date of Coverage stated above and on each anniversary of that date thereafter and end on the day before the next anniversary of the Effective Date of Coverage.

For a complete Surrender of the above [\$100,000], the applicable Surrender charge will be deducted from the Cash Value based on the Policy Year and we will pay you the Cash Surrender Value. We will also deduct a Surrender charge for requested Specified Amount decreases. A new Surrender charge schedule page will be mailed to you for the remaining insurance.

SERVICE FEES

Maximum Service Fee: \$25.00 per projection processed.

Maximum Partial Surrender Fee: Lesser of \$25.00 or 2% of amount of partial Surrender

FIXED ACCOUNT

Guaranteed Minimum Interest Crediting Rates (per annum)

Fixed Account Option: 3.00% in all Policy Years (effective daily rate of 0.0080986%)

LOANS

Guaranteed Policy Loan Interest Rates (per annum)

Maximum Loan Interest Charged: 3.90% in all Policy Years (effective daily rate of 0.0104824%)

Minimum Loan Interest Credited: 3.00% in Policy Years 1 - 10 (effective daily rate of 0.0080986%)
3.65% in Policy Years 11+ (effective daily rate of 0.0098223%)

INTERNAL REVENUE CODE LIFE INSURANCE QUALIFICATION TEST TABLE

Your Policy complies with section 7702 of the Internal Revenue Code, as amended, under the [Guideline Premium/Cash Value Corridor Test]. It requires that the death benefit be greater than or equal to the product of the Cash Value and the Applicable Percentages from the following table.

Policy Year	Applicable Percentages	Policy Year	Applicable Percentages
1	250%	32	119%
2	250%	33	118%
3	250%	34	117%
4	250%	35	116%
5	250%	36	115%
6	250%	37	113%
7	243%	38	111%
8	236%	39	109%
9	229%	40	107%
10	222%	41	105%
11	215%	42	105%
12	209%	43	105%
13	203%	44	105%
14	197%	45	105%
15	191%	46	105%
16	185%	47	105%
17	178%	48	105%
18	171%	49	105%
19	164%	50	105%
20	157%	51	105%
21	150%	52	105%
22	146%	53	105%
23	142%	54	105%
24	138%	55	105%
25	134%	56	105%
26	130%	57	104%
27	128%	58	103%
28	126%	59	102%
29	124%	60	101%
30	122%	61+	100%
31	120%		

SETTLEMENT OPTION TABLES

**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.

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. For purposes of the settlement option tables, the payees' actual ages as of their respective last birthdays are used.

The Option 2 Settlement option table shows purchase rates applicable when the joint payees are of different sexes, one female and one male. Purchase rates applicable for same sex joint payees are available upon request.

ADDITIONAL TERM INSURANCE RIDER

Table of Guaranteed Maximum Monthly Cost of Insurance Rates per \$1,000 of Rider Death Benefit

Policy Year	Rate	Policy Year	Rate	Policy Year	Rate
1	0.00008	30	0.20230	59	14.75938
2	0.00026	31	0.24137	60	16.60120
3	0.00048	32	0.28628	61	18.84956
4	0.00073	33	0.33757	62	21.04601
5	0.00102	34	0.39727	63	23.38678
6	0.00136	35	0.46552	64	24.15518
7	0.00177	36	0.54718	65	25.68276
8	0.00228	37	0.64396	66	27.93398
9	0.00291	38	0.76422	67	30.28933
10	0.00369	39	0.90229	68	33.01209
11	0.00467	40	1.06046	69	36.10732
12	0.00584	41	1.24372	70	39.67520
13	0.00730	42	1.45466	71	43.73389
14	0.00888	43	1.70221	72	48.14512
15	0.01077	44	1.99361	73	52.94796
16	0.01316	45	2.33237	74	58.10369
17	0.01607	46	2.72083	75	63.84668
18	0.01980	47	3.20493	76	70.17642
19	0.02430	48	3.75560	77	76.79207
20	0.02992	49	4.35614	78	83.33333
21	0.03695	50	5.03841	79	83.33333
22	0.04547	51	5.81932	80	83.33333
23	0.05561	52	6.63201	81	83.33333
24	0.06701	53	7.66517	82	83.33333
25	0.08040	54	8.78644	83	83.33333
26	0.09646	55	9.99984	84	83.33333
27	0.11607	56	11.20520	85	83.33333
28	0.14023	57	12.07675		
29	0.16886	58	13.24558		

These guaranteed rates are based on the Commissioner's 2001 Standard Ordinary Mortality Tables, Sex and Smoker distinct, frasierized for joint lives based on each insured's attained age, sex, rate type, rate class multiple and any flat extras. Actual monthly cost of insurance rates will be determined by us based on our expectations as to future experiences. However, the actual cost of insurance rates will not be greater than the sum of rates shown above.

LOCATION OF NET PREMIUMS PAID

Variable Account: Nationwide VL Separate Account -G

Your investment options available as of the Policy Date are listed below. We may subsequently add or eliminate Sub-Accounts as described in the Variable Account Provisions of this Policy. Your initial allocation to a Sub-Account and/or the Fixed Account is shown on a percentage basis.

Fund Allocation Factors

	During "RIGHT to EXAMINE POLICY" Period*	After "RIGHT to EXAMINE POLICY" Period
[AIM V.I. Capital Development Fund: Series I Shares	0%	0%
AllianceBernstein Small/Mid Cap Value Portfolio: Class A	0%	0%
American Century VP Mid Cap Value Fund: Class I	0%	0%
American Century VP Value Fund: Class I	0%	0%
American Century VP Inflation Protection Fund: Class II	0%	0%
Dreyfus Investment Portfolios - Small Cap Stock Index Portfolio: Service Shares	0%	0%
Dreyfus Stock Index Fund, Inc.: Initial Shares	0%	0%
Dreyfus Variable Investment Fund –Appreciation Portfolio: Initial Shares	0%	0%
VIP Energy Portfolio: Service Class 2	0%	0%
VIP Equity-Income Portfolio: Service Class	0%	0%
VIP Freedom 2010 Portfolio: Service Class[**]	0%	0%
VIP Freedom 2020 Portfolio: Service Class[**]	0%	0%
VIP Freedom 2030 Portfolio: Service Class[**]	0%	0%
VIP Growth Portfolio: Service Class	0%	0%
VIP Investment Grade Bond Portfolio: Service Class	0%	0%
VIP Mid Cap Portfolio: Service Class	0%	0%
VIP Overseas Portfolio: Service Class R	0%	0%
Fixed Fund[**]	0%	0%
Franklin Income Securities Fund: Class 2	0%	0%
Franklin Small Cap Value Securities Fund: Class 1	0%	0%
Franklin Templeton VIP Founding Funds Allocation Fund: Class 2	0%	0%
Templeton Foreign Securities Fund: Class 3	0%	0%
Templeton Global Income Securities Fund: Class 3	0%	0%
Forty Portfolio: Service Shares	0%	0%
International Growth Portfolio: Service II Shares	0%	0%
Neuberger Berman Short Duration Bond Fund: I Class	0%	0%
MFS Value Series: Initial Class	0%	0%
American Funds NVIT Asset Allocation Fund: Class II[**]	0%	0%
American Funds NVIT Bond Fund: Class II	0%	0%
American Funds NVIT Global Growth Fund: Class II	0%	0%
American Funds NVIT Growth Fund: Class II	0%	0%
American Funds NVIT Growth-Income Fund: Class II	0%	0%
Federated NVIT High Income Bond Fund: Class III	0%	0%
Gartmore NVIT Emerging Markets Fund: Class III	0%	0%
Gartmore NVIT International Equity Fund: Class VI	0%	0%
Lehman Brothers NVIT Core Plus Bond Fund: Class I	0%	0%
Neuberger Berman NVIT Multi Cap Opportunities Fund: Class I	0%	0%
Neuberger Berman NVIT Socially Responsible Fund: Class II	0%	0%
NVIT Cardinal Aggressive Fund: Class I[**]	0%	0%
NVIT Cardinal Balanced Fund: Class I[**]	0%	0%
NVIT Cardinal Capital Appreciation Fund: Class I[**]	0%	0%
NVIT Cardinal Conservative Fund: Class I[**]	0%	0%
NVIT Cardinal Moderate Fund: Class I[**]	0%	0%
NVIT Cardinal Moderately Aggressive Fund: Class I[**]	0%	0%

Fund Allocation Factors

	During "RIGHT to EXAMINE POLICY" Period*	After "RIGHT to EXAMINE POLICY" Period
NVIT Cardinal Moderately Conservative Fund: Class I[**]	0%	0%
NVIT Core Bond Fund: Class I	0%	0%
NVIT Government Bond Fund: Class I	0%	0%
NVIT Health Sciences Fund: Class III	0%	0%
NVIT International Index Fund: Class VI	0%	0%
NVIT Investor Destinations Conservative Fund: Class II [**]	0%	0%
NVIT Investor Destinations Moderately Conservative Fund: Class II [**]	0%	0%
NVIT Investor Destinations Moderate Fund: Class II [**]	0%	0%
NVIT Investor Destinations Moderately Aggressive Fund: Class II [**]	0%	0%
NVIT Investor Destinations Aggressive Fund: Class II [**]	0%	0%
NVIT Mid Cap Growth Fund: Class I	0%	0%
NVIT Mid Cap Index Fund: Class I	0%	0%
NVIT Money Market Fund: Class I	100%	100%
NVIT Multi-Manager International Growth Fund: Class III	0%	0%
NVIT Multi-Manager International Value Fund: Class III	0%	0%
NVIT Multi-Manager Large Cap Growth Fund: Class I	0%	0%
NVIT Multi-Manager Large Cap Value Fund: Class I	0%	0%
NVIT Multi-Manager Mid Cap Growth Fund: Class I	0%	0%
NVIT Multi-Manager Mid Cap Value Fund: Class II	0%	0%
NVIT Multi-Manager Small Cap Growth Fund: Class I	0%	0%
NVIT Multi-Manager Small Cap Value Fund: Class I	0%	0%
NVIT Multi-Manager Small Company Fund: Class I	0%	0%
NVIT Nationwide Fund: Class I	0%	0%
NVIT Short Term Bond Fund: Class II	0%	0%
NVIT Technology and Communications Fund: Class III	0%	0%
NVIT U.S. Growth Leaders Fund: Class I	0%	0%
Van Kampen NVIT Comstock Value Fund: Class I	0%	0%
Van Kampen NVIT Multi Sector Bond Fund: Class I	0%	0%
Van Kampen NVIT Real Estate Fund: Class I	0%	0%
Oppenheimer Capital Appreciation Fund/VA: Non-Service Shares	0%	0%
Oppenheimer Global Securities Fund/VA: Class 3	0%	0%
Oppenheimer High Income Fund/VA: Class 3	0%	0%
Oppenheimer Main Street Fund®/VA: Non-Service Shares	0%	0%
Oppenheimer Main Street Small Cap Fund®/VA: Non-Service Shares	0%	0%
T. Rowe Price Blue Chip Growth Portfolio: Class II	0%	0%
T. Rowe Price Equity Income Portfolio: Class II	0%	0%
The Universal Funds Inc, - Core Plus Fixed Income Portfolio: Class I	0%	0%]
Total	100%	100%

*We reserve the right to allocate all Premiums during the Right to Examine and Cancel period to a money market Sub-Account. The allocation listed above may not be executed until the Right to Examine and Cancel Period has expired. We may also modify the above allocation based on directions you provide us after we have issued you this Policy.

[**These funds represent Permitted Allocations based on your election of the Extended Death Benefit Guarantee Rider. Note: If you have elected to participate in an administrative asset allocation model service, if available, your allocation above may reflect funds not otherwise individually available with the Extended Death Benefit Guarantee Rider. Please consult the prospectus for a listing of investment options currently available for Policies with the Extended Death Benefit Guarantee Rider.]

**NATIONWIDE LIFE AND ANNUITY INSURANCE COMPANY
ONE NATIONWIDE PLAZA
Columbus, Ohio 43215-2220**

**ADDITIONAL TERM INSURANCE RIDER
(Adjustable Term Insurance - Renewable until Policy Maturity Date)**

PLEASE READ THIS RIDER CAREFULLY

Term insurance is involved. The Suicide and Incontestability periods of this Rider begin on the Rider Effective Date and will be different from those of the Policy if elected after the Policy Date.

General Information Regarding this Rider

The Additional Term Insurance Rider ("Rider") is made part of the Policy to which it is attached on the Rider Effective Date.

To the extent any provisions contained in this Rider are contrary to or inconsistent with those of the Policy to which it is attached the provisions of this Rider will control the Policy accordingly. Non-defined terms shall have the meaning given to them in the Policy.

This Rider provides term life insurance on the Insureds, in addition to the base Policy death benefit upon the Surviving Insured's Death. This Rider has no cash value and no loan value. This Rider does not modify the Specified Amount, or any cash or loan values of the Policy.

Defined Terms used in this Rider

The following definitions apply to coverage under this Rider.

Rider Beneficiary – The person or entity, such as a trust or charity, entitled to receive the Rider Specified Amount upon the Surviving Insured's death. The Rider Beneficiary is the same person or entity as the base Policy Beneficiary in effect on the Surviving Insured's death. Any change to the base Policy Beneficiary designation prior to the Surviving Insured's death will also change the Rider Beneficiary.

Rider Effective Date – The date coverage under this Rider commences. The Rider Effective Date will be the Policy Date unless this Rider is elected after the Policy is issued. If added by post-issue election, the Rider Effective Date will be stated in newly issued Policy Data Pages.

Rider Monthiversary – The same day as the Rider Effective Date in each succeeding month. In any month where such day does not exist (e.g. 29th, 30th, 31st), the Rider Monthiversary will be the last day of that calendar month.

Rider Specified Amount – The portion of the Total Specified Amount attributable to this Rider. The Rider Specified Amount is stated in the Policy Data Pages.

Total Specified Amount - The sum of the base Policy Specified Amount and the Rider Specified Amount. The Total Specified Amount is stated in the Policy Data Pages.

Suicide

If either Insured commits suicide, while sane or insane, within two years of the Rider Effective Date, the Rider death benefit proceeds will not be paid. Instead, this Rider will be cancelled and the cost of insurance charges deducted will be returned.

Incontestability

After this Rider has been In Force during the lifetime of the Insureds for two years from the Rider Effective Date, we will not contest it for any reason except nonpayment of Premiums sufficient to cover the cost of insurance for this Rider.

Misstatement of Age or Sex

If the age or sex of either Insured has been misstated, the Rider death benefit will be adjusted. The adjusted Rider death benefit will be that which the Rider cost of insurance charge would have purchased, based on the Insureds' correct ages and sexes. This Rider cost of insurance charge will be determined as of the last Rider Monthiversary prior to the Surviving Insured's death.

Rider Cost

The cost of insurance for this Rider is determined on a monthly basis and added to the Policy's monthly deduction as long as this Rider remains In Force.

The guaranteed maximum charges are stated in the Policy Data Pages. The actual charges established by Nationwide may be less than the guaranteed maximum amounts.

The monthly cost of insurance charge is determined by multiplying the monthly cost of insurance rate by the Rider death benefit, described in the Rider Death Benefit section of this Rider.

Monthly cost of insurance rates for this Rider will be determined by us from time to time, based on our expectations as to future experience for factors such as mortality, persistency, expenses, investment and taxes.

Changes to cost of insurance rates charges will be on a uniform basis for Insureds with the same combination of Issue Ages, sexes, rate classes, rate types, rate class multiples, any monthly flat extra ratings, Total Specified Amount, Rider Specified Amount and death benefit option whose policies have been In Force for the same length of time.

Reinstatement

If the Policy to which this Rider is attached is reinstated, we will also reinstate this Rider if we receive proof, satisfactory to us, that both Insureds are still insurable at the same rates.

Grace Period

The Rider will be covered under the Guaranteed Policy Continuation section of the Policy for the first five Policy Years. This means that the Rider may lapse while the Policy and other Riders continue to stay In Force due to the Guaranteed Policy Continuation section of the Policy. The conditions under which this will occur are:

1. the Policy is beyond the fifth Policy Year;
2. the Guaranteed Policy Continuation section of the Policy is in effect and the quantity, Premiums paid minus Surrenders minus Indebtedness, is greater than the Monthly Initial Death Benefit Guarantee Premium, stated in the Policy Data Pages, accumulated from the Policy Date;
3. the Cash Surrender Value is negative; and
4. the Policy has an active Additional Term Insurance Rider.

At this point, we will send an Additional Term Insurance Rider lapse letter and a sixty-one day grace period will begin. You will have to pay sufficient Premium to make

the Cash Surrender Value positive to prevent this Rider from terminating.

Benefits Provided by this Rider

This Rider provides term life insurance on the Insureds. The Insureds are the persons insured under the Policy to which this Rider is attached. Coverage is annually renewable to the Maturity Date of the Policy. The amount of coverage provided under this Rider varies from month to month as described below. We will pay the Rider death benefit when we receive Proof of Death for both Insureds, including proof that both deaths occurred while this Rider was In Force.

Rider Death Benefit

The death benefit option chosen for the base Policy will also be the death benefit option for purposes of this Rider. The current death benefit option is stated in the Policy Data Pages.

While this Rider is in effect, the death benefit option descriptions in the base Policy are modified by replacing the term "Specified Amount" with the term "Total Specified Amount."

The Rider death benefit will be determined on each Policy Monthiversary in accordance with one of the following options, whichever is in effect on the date of the Surviving Insured's death. The current option in effect is stated in the Policy Data Pages.

Under **Death Benefit Option 1**, the Rider death benefit will be equal to (a) minus (b), where:

- a) is the maximum of (1) and (2), where:
 - 1) is the Total Specified Amount on the Surviving Insured's date of death;
 - 2) is the Minimum Required Death Benefit on the Surviving Insured's date of death; and
- b) is the death benefit provided by the base Policy to which this Rider is attached.

Under **Death Benefit Option 2**, the Rider death benefit will be equal to (a) minus (b), where:

- a) is the maximum of (1) and (2), where:
 - 1) is the Total Specified Amount plus the Cash Value on the Surviving Insured's date of death;

- 2) is the Minimum Required Death Benefit on the Surviving Insured's date of death; and
- b) is the death benefit provided by the base Policy to which this Rider is attached.

Under **Death Benefit Option 3**, the Rider death benefit will be equal to (a) minus (b), where:

- a) is the maximum of (1) and (2), where:
 - 1) is the Total Specified Amount plus the Accumulated Premium Account on the Surviving Insured's date of death;
 - 2) is the Minimum Required Death Benefit on the Surviving Insured's date of death; and
- b) is the death benefit provided by the base Policy to which this Rider is attached.

Increases and Decreases

At the time of issue or at any time after issue, you may request either an increase or decrease to the Total Specified Amount.

Any approved increase or decrease will result in a new Total Specified Amount. Your request must be in writing to our Home Office. Increases in the Total Specified Amount will require evidence of insurability satisfactory to us. Any such change will be effective on the Rider Monthiversary on or next following our approval of your request. We reserve the right to limit the number of changes to one each Policy Year. We reserve the right to disallow unscheduled increases or decreases in the first Policy Year after the Rider Effective Date.

The Total Specified Amount may be decreased at any time, subject to the following conditions:

- 1. decreases that would result in the Total Specified Amount being less than the Minimum Total Specified Amount stated in

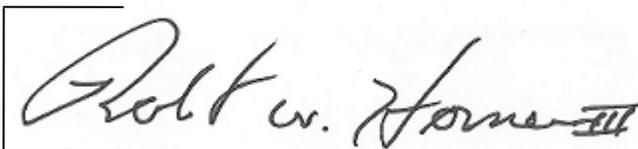
the Policy Data Pages will not be permitted unless this Rider is terminated in its entirety;

- 2. decreases that would result in the base Policy Specified Amount being less than the Minimum Specified Amount stated in the Policy Data Pages will not be permitted;
- 3. decreases that would cause the Policy to become a Modified Endowment Contract require written acknowledgment from the Policy Owner;
- 4. decreases on Guideline Premium/Cash Value Corridor Test policies that would result in both a negative Guideline Single Premium (GSP) and a Guideline Level Premium (GLP), that is negative to the extent that the annual sum of GLP's would be negative at some time before maturity, will not be permitted;
- 5. changes to the Total Specified Amount or Rider Specified Amount that result in the Rider Specified Amount being greater than 90% or less than 10% of the Total Specified Amount will not be permitted; and
- 6. decreases that would disqualify the Policy as life insurance under Section 7702 of the Internal Revenue Code will not be permitted.

Termination

This Rider terminates on the earliest of the following dates:

- 1. you request in writing to terminate coverage under this Rider;
- 2. the Surviving Insured dies;
- 3. the Maturity Date of the Policy;
- 4. subject to the Reinstatement section, the date this Rider and/or the Policy lapse; or
- 5. the date the Policy terminates for any reason.



Secretary



President

NATIONWIDE LIFE AND ANNUITY INSURANCE COMPANY
ONE NATIONWIDE PLAZA
COLUMBUS, OHIO 43215-2220

FOUR YEAR TERM INSURANCE RIDER

PLEASE READ THIS RIDER CAREFULLY

Term insurance is involved. The Suicide and Incontestability periods of this Rider begin on the Policy Date.

General Information Regarding this Rider

This Four Year Term Insurance Rider ("Rider") is made part of the Policy to which it is attached on the Policy Date. This Rider is only available at the time for application for the Policy and cannot be elected after the Policy Date.

To the extent any provisions contained in this Rider are contrary to or inconsistent with those of the Policy to which it is attached the provisions of this Rider will control the Policy accordingly. Non-defined terms shall have the meaning given to them in the Policy.

This Rider provides temporary term insurance coverage and has no cash, loan, or surrender values.

Defined Term used in this Rider

Rider Beneficiary – The person or entity, such as a trust or charity, entitled to receive the Rider Specified Amount upon the Surviving Insured's death. The Rider Beneficiary is the same person or entity as the base Policy Beneficiary in effect on the Surviving Insured's death. Any change to the base Policy Beneficiary designation prior to the Surviving Insured's death will also change the Rider Beneficiary.

Rider Specified Amount – The dollar amount of the death benefit provided by this Rider. It is stated in the Policy Data Pages.

Total Specified Amount – The sum of the base Policy Specified Amount and the Additional Term Insurance Rider Specified Amount, if applicable. It is stated in the Policy Data Pages.

Suicide

If either Insured commits suicide, while sane or insane, within two years of the Policy Date, we will not pay the Rider Specified Amount. Instead, this Rider will terminate and all charges deducted for this Rider will be refunded as part of the

Premium refund under the Suicide section of the base Policy.

Incontestability

After this Rider has been In Force during the lifetime of both Insureds for two years from the Policy Date we will not contest it for any reason.

Misstatement of Age or Sex

If the age or sex of either Insured has been misstated, the death benefit under this Rider will be adjusted on the same basis as the death benefit under the base Policy.

Rider Charge

The monthly cost of this Rider is included in the monthly deduction from the Policy's Cash Value while this Rider is In Force and is part of the total charge for the Policy.

The monthly cost for this Rider is calculated by multiplying (1) by (2) where:

1. is the Rider Specified Amount; and
2. is the applicable base Policy monthly cost of insurance rate per \$1,000 of net amount at risk.

The guaranteed maximum monthly cost of insurance rates for this Rider are the same as the guaranteed maximum cost of insurance rates for the base Policy that are stated in the Policy Data Pages.

A cost factor for this Rider will also be used in the calculation of the Policy's monthly initial death benefit guarantee premium.

When this Rider terminates, the charge for this Rider also terminates.

Reinstatement

In the event of a lapse, this Rider may be reinstated along with and according to the terms of the Policy so long as this Rider has not terminated. Refer to the Termination section for additional information.

We will not pay any benefit under this Rider on any death occurring between the date a lapse occurs and the date of reinstatement.

Benefit Provided by this Rider

This Rider provides a death benefit in addition to the base Policy death benefit upon the Surviving Insured's death if both Insureds die while the Policy and this Rider are In Force. The Rider's term is four years from the Policy Date. The Rider's term is four years from the Policy Date. The maximum Rider Specified Amount that may be elected is 122.22% of the Total Specified Amount in effect on the Policy Date. You may not change, increase or decrease, the Rider Specified Amount after the Policy Date.

The Rider Specified Amount will not be affected by changes to the Total Policy Specified Amount, except when a decrease to the Total Specified Amount reduces it below the Total Specified Amount in effect on the Policy Date. If this occurs, the Rider Specified Amount will automatically decrease proportionally based on the amount by which the Total Specified Amount is reduced below the Total Specified Amount in effect on the Policy Date.

The death benefit provided by this Rider, subject to the Suicide, Incontestability, and Misstatement of Age or Sex provisions of this Rider, is payable to the Rider Beneficiary upon the Surviving Insured's death if both Insureds die while the Policy and this Rider are In Force.

Interaction with Other Riders

You may not elect this Rider if the Insureds qualify for the No Charge Four Year Term Insurance Rider.

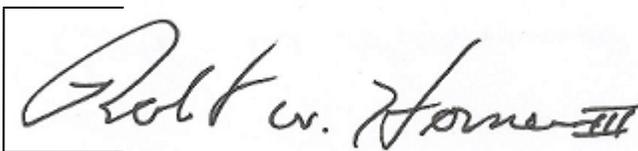
If also elected, the following riders will terminate this Rider upon:

- 1. commencement of benefits under the Extended Death Benefit Guarantee Rider; or
- 2. invocation of the Policy Split Option Rider.

Termination

This Rider will terminate on the earliest of the following dates:

- 1. the 4th Policy Anniversary;
- 2. you request in writing to terminate coverage under this Rider;
- 3. upon invocation of certain other Riders, see the "Interaction with Other Riders" section of this Rider;
- 4. the Surviving Insured dies;
- 5. subject to the Reinstatement section, the date the Policy lapses; or
- 6. the date the Policy terminates for any reason.



Secretary



President

**NATIONWIDE LIFE AND ANNUITY INSURANCE COMPANY
ONE NATIONWIDE PLAZA
COLUMBUS, OHIO 43215-2220**

NO CHARGE FOUR YEAR TERM INSURANCE RIDER

PLEASE READ THIS RIDER CAREFULLY

Term insurance is involved. The Suicide and Incontestability periods of this Rider begin on the Policy Date.

General Information Regarding this Rider

This No Charge Four Year Term Insurance Rider ("Rider") is made part of the Policy to which it is attached on the Policy Date. Subject to underwriting, this Rider is automatically added to the Policy on the Policy Date.

To the extent any provisions contained in this Rider are contrary to or inconsistent with those of the Policy to which it is attached the provisions of this Rider will control the Policy accordingly. Non-defined terms shall have the meaning given to them in the Policy.

This Rider provides temporary term insurance coverage and has no cash, loan, or surrender values.

Defined Term used in this Rider

Rider Beneficiary – The person or entity, such as a trust or charity, entitled to receive the Rider Specified Amount upon the Surviving Insured's death. The Rider Beneficiary is the same person or entity as the base Policy Beneficiary in effect on the Surviving Insured's death. Any change to the base Policy Beneficiary designation prior to the Surviving Insured's death will also change the Rider Beneficiary.

Rider Specified Amount – The dollar amount of the death benefit provided by this Rider. It is stated in the Policy Data Pages.

Total Specified Amount – The sum of the base Policy Specified Amount and the Additional Term Insurance Rider Specified Amount, if applicable. It is stated in the Policy Data Pages.

Suicide

If either Insured commits suicide, while sane or insane, within two years of the Policy Date, we will not pay the Rider Specified Amount. Instead, this Rider will terminate.

Incontestability

After this Rider has been In Force during the lifetime of both Insureds for two years from the Policy Date, we will not contest it for any reason.

Misstatement of Age or Sex

If the age or sex of either Insured has been misstated, the death benefit under this Rider will be adjusted on the same basis as the death benefit under the base Policy.

Rider Charge

There is no charge for this Rider.

Reinstatement

In the event the Policy lapses, this Rider will terminate and cannot be reinstated.

Benefit Provided by this Rider

This Rider provides a death benefit in addition to the base Policy death benefit upon the Surviving Insured's death if both Insureds die while the Policy and this Rider are In Force. The Rider's term is four years from the Policy Date. The Rider Specified Amount is 122.22% of the Total Specified Amount in effect on the Policy Date. You may not change, increase or decrease, the Rider Specified Amount after the Policy Date.

The Rider Specified Amount will not be affected by changes to the Total Policy Specified Amount, except when a decrease to the Total Specified Amount reduces it below the Total Specified Amount in effect on the Policy Date. If this occurs, the Rider Specified Amount will automatically decrease proportionally based on the amount by which the Total Specified Amount is reduced below the Total Specified Amount in effect on the Policy Date.

The death benefit provided by this Rider, subject to the Suicide, Incontestability, and Misstatement of Age or Sex provisions of this Rider, is payable to the Rider Beneficiary upon the Surviving Insured's death if both Insureds die while the Policy is In Force.

Interaction with Other Riders

If the Insureds qualify for this Rider, you cannot also elect the Four Year Term Insurance Rider.

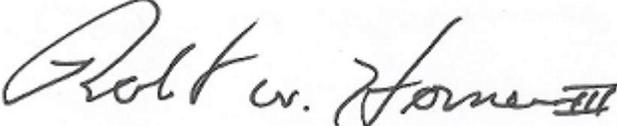
If also elected, the following riders will terminate this Rider upon:

- 1. commencement of benefits under the Extended Death Benefit Guarantee Rider; or
- 2. invocation of the Policy Split Option Rider.

Termination

This Rider will terminate on the earliest of the following dates:

- 1. the 4th Policy Anniversary;
- 2. you request in writing to terminate coverage under this Rider;
- 3. upon invocation of certain other Riders, see the "Interaction with Other Riders" section of this Rider;
- 4. the Surviving Insured dies;
- 5. the date the Policy lapses; or
- 6. the date the Policy terminates for any reason.

	
Secretary	President

NATIONWIDE LIFE AND ANNUITY INSURANCE COMPANY
ONE NATIONWIDE PLAZA
COLUMBUS, OHIO 43215-2220

EXTENDED DEATH BENEFIT GUARANTEE RIDER

PLEASE READ THIS RIDER CAREFULLY

General Information Regarding this Rider

This Extended Death Benefit Guarantee Rider (“Rider”) is made part of the Policy to which it is attached and must be elected at the time the Policy is issued. The effective date of the Rider will be the Policy Date.

To the extent any provisions contained in this Rider are contrary to or inconsistent with those of the Policy to which it is attached the provisions of this Rider will control the Policy accordingly. Non-defined terms shall have the meaning given to them in the Policy.

This Rider provides for a guarantee of a requested percentage of the base Specified Amount for a specified duration, subject to specified conditions. This Rider has no cash value and no loan value.

Defined Terms used in this Rider

The following definitions apply to coverage under this Rider.

Extended Death Benefit Guarantee Accumulated Premium (EDBGAP) – A specified cumulative monthly Premium amount payable over the Extended Death Benefit Guarantee Duration that will guarantee the Extended Death Benefit Guarantee Coverage Amount. It is stated in the Policy Data Pages.

Extended Death Benefit Guarantee Advanced Payment Accumulated Premium (EDBGAPAP) – A specified cumulative total Premium amount that if paid within the first ten Policy years, will guarantee the Extended Death Benefit Guarantee Coverage Amount. It is stated in the Policy Data Pages.

Extended Death Benefit Guarantee Coverage Amount – The amount of the base Policy Specified Amount multiplied by the elected Extended Death Benefit Guarantee Percentage.

Extended Death Benefit Guarantee Duration – A period of time you elect for which the Extended Death Benefit Guarantee Coverage Amount will be guaranteed. It is stated in the Policy Data Pages.

Extended Death Benefit Guarantee Percentage – A percentage of the base Policy Specified Amount, excluding the Additional Term Insurance Rider and any coverage provided by other riders, you irrevocably elect to be guaranteed, subject to a minimum required percentage determined at the time of application. The elected percentage is stated in the Policy Data Pages.

Net Accumulated Premium – The sum of all Premiums received less any partial Surrenders, any return of Premium due to Internal Revenue Code Section 7702 guidelines, and total Policy Indebtedness.

Permitted Allocations – A limited subset of the Policy investment options to which your Cash Value, future Premium payments, and any loan repayments must be allocated while this Rider is In Force. The Permitted Allocations available on the Policy Date are identified in the Policy Data Pages.

Reinstatement

If the Policy lapses, this Rider cannot be reinstated.

Rider Cost

This Rider has an associated cost that will be deducted each Policy Monthiversary during the Extended Death Benefit Guarantee Duration. The cost is a per \$1,000 of base Policy Specified Amount charge and varies by the Insureds issue ages, sexes, rate classes, rate types, rate class multiples, any monthly flat extra ratings, Extended Death Benefit Guarantee Duration and the Extended Death Benefit Guarantee Coverage Amount. The guaranteed maximum cost for this Rider is stated in the Policy Data Pages.

The charge for this Rider terminates when the Rider terminates.

Benefits Provided by this Rider

This Rider provides you with a death benefit guarantee in addition to and effective beyond the death benefit guarantee under the base Policy. You may elect to guarantee all or a portion of the base Policy Specified Amount for a specific duration, including lifetime coverage. While this Rider is In Force, if either of the extended death benefit guarantee cumulative premium tests have been satisfied, your elected coverage amount will not lapse.

Extended Death Benefit Guarantee Rider Requirements and Conditions

Rider Elections

The Rider must be elected at the time the Policy to which it is attached is issued. At this time, you must elect an Extended Death Benefit Guarantee Percentage and an Extended Death Benefit Guarantee Duration, subject to the following limitations:

1. The following irrevocable elections must be made at the time of application:
 - a. the Extended Death Benefit Guarantee Percentage elected must be a whole percentage within the range 50% and 100% of the base Policy Specified Amount determined at the time of application; and
 - b. the Extended Death Benefit Guarantee Duration will be measured from the Policy Date and must be no less than twenty-one years and no more than the duration corresponding to 120 years less the younger Insured's Issue Age expressed in whole years;
2. all Cash Value, future Net Premium, and loan repayments must be allocated to the Permitted Allocations; and
3. transfers are allowed, but are limited to the Permitted Allocations and are subject to any transfer restrictions defined in the Policy. Transferring any Cash Value out of the Permitted Allocations or allocating any Premium or loan repayments outside of the Permitted Allocations while this Rider is in effect will result in termination of the Rider.

Premium Requirements

Your Rider elections will determine an Extended Death Benefit Guarantee Accumulated Premium (EDBGAP) and an Extended Death Benefit Guarantee Advanced Payment Accumulated Premium (EDBGAPAP), each subject to an extended death benefit guarantee cumulative premium test. If the Policy satisfies either test your Extended Death Benefit Guarantee Coverage Amount will not lapse. Premiums may be paid at any time while your Policy In Force, subject to the Internal Revenue Code Section 7702 guidelines.

Extended Death Benefit Guarantee Accumulated Premium Test (EDBGAP Test)

The EDBGAP Test will be performed on each Policy Monthiversary during the Extended Death Benefit Guarantee Duration that your Policy would otherwise be subject to the Grace Period section of the base Policy in the absence of this Rider. The Policy will satisfy the test so long as your Net Accumulated Premium is greater than or equal to the EDBGAP on the date of the test.

If during the Extended Death Benefit Guarantee Duration your Net Accumulated Premium is less than the EDBGAP, the benefits provided by this Rider will not be in effect until your Net Accumulated Premium is at least equal to the EDBGAP, subject to the Extended Death Benefit Guarantee Advanced Payment Accumulated Premium Test below.

Extended Death Benefit Guarantee Advanced Payment Accumulated Premium Test (EDBGAPAP Test)

The EDBGAPAP Test will be performed on the first Policy Monthiversary following the last day of the tenth Policy Year. The Policy will satisfy the test so long as your Net Accumulated Premium is greater than or equal to the EDBGAPAP on the date of the test.

After the tenth Policy Year, if the initial EDBGAPAP Test was satisfied, it will continue to be performed:

1. on each Policy Monthiversary during the Extended Death Benefit Guarantee Duration that your Policy would otherwise be subject to the Grace Period section of the base Policy in the absence of this Rider;
2. on any date of a partial Surrender or return of Premium due to Internal Revenue Code Section 7702 guidelines; and
3. on any date a Policy loan is taken.

The benefits provided by the EDBGAPAP will be irrevocably lost if any of the following occur:

1. the EDBGAPAP Test is not satisfied on the first Policy Monthiversary following the last day of the tenth Policy Year;
2. on any date after the end of the tenth year that the EDBGAPAP Test is performed and the Net Accumulated Premium is less than the EDBGAPAP amount; or

- we approve any written request for an increase to the base Policy Specified Amount or any rider Specified Amount, change of death benefit option, or the addition of any rider after the first Policy Anniversary.

In the event the benefits provided by the EDBGAPAP are irrevocably lost, the Policy can still receive Rider benefits by satisfying the EDBGAP Test.

Effect of Partial Surrenders and Policy Loans

Partial Surrenders and Policy loans are permitted; however, they will impact the Rider as follows:

Partial Surrenders

Partial Surrenders that result in a decrease to the base Policy Specified Amount will cause a proportionate reduction in the Extended Death Benefit Guarantee Amount. Partial Surrenders also reduce the Net Accumulated Premium. If a partial Surrender reduces the Net Accumulated Premium below the EDBGAP, no benefit will be provided under this test until the Net Accumulated Premium is at least equal to the EDBGAP. A benefit may still be provided under the EDBGAPAP test, if the EDBGAPAP test is still passed both before and after the partial Surrender. If the EDBGAPAP amount is not sufficient after the partial Surrender, benefits under this test will no longer be available and the payment option is immediately and irrevocably lost. Benefits may still be available under the EDBGAP test.

Policy Loans

Policy Indebtedness will result in a reduction to the Net Accumulated Premium. If Policy Indebtedness reduces the Net Accumulated Premium below the EDBGAP, no benefit will be provided under this test until your Net Accumulated Premium is at least equal to the EDBGAP. A benefit may still be provided under the EDBGAPAP test, if the EDBGAPAP amount is sufficient both before and after a loan is taken. If the EDBGAPAP amount is not sufficient after a loan is taken, benefits under this test will no longer be available.

Note: Partial Surrenders and/or Policy Indebtedness may result in failure of the EDBGAPAP test after the tenth Policy Anniversary. If this occurs, the EDBGAPAP option will be irrevocably lost.

Grace Period

For each Policy Monthaversary while this Rider is in effect and when your Policy would otherwise be subject to the Grace Period section of the base Policy in the absence of this Rider, we will determine whether either extended death benefit guarantee cumulative premium

test has been satisfied. If neither has been satisfied, we will notify you and the Policy Continuation, Grace Period, and Reinstatement Provisions of the base Policy will apply. To continue receiving Rider benefits, sufficient Premium must be paid such that your Net Accumulated Premium equals or exceeds the EDBGAP, or, if applicable, the EDBGAPAP. The Rider and the Policy to which it is attached will terminate unless sufficient Premium is paid within the sixty-one day grace period.

If the Policy lapses, this Rider cannot be reinstated.

Impact on the Policy and Other Riders

Policy

Prior to your receiving benefits under this Rider, the EDBGAP will be recalculated if you make any of the following changes to the Policy:

- any and all rider additions, base Policy Specified Amount increases or decreases, or other Policy changes;
- changing the death benefit option; or
- changing underwriting classification.

Net Accumulated Premium must equal or exceed the new EDBGAP in order to receive Rider benefits. Any or all of the above changes may be prohibited in the future.

Any of the changes listed above that would result in a recalculated EDBGAP are subject to our approval. We may require termination of this Rider prior to making the requested change.

Increases and Decreases to the Base Policy Specified Amount

At any time after issue, you may request either an increase or decrease to the base Policy Specified Amount, subject to the following:

Increases – Prior to the end of the Extended Death Benefit Guarantee Duration, we reserve the right to condition increases to the base Policy Specified Amount on termination of this Rider.

If an increase in the base Policy Specified Amount is permitted without termination of this Rider, it will result in a new EDBGAP. The EDBGAPAP will be terminated. The benefits provided by this Rider will not be in effect until your Net Accumulated Premium equals or exceeds the new EDBGAP.

Decreases – Decreases in the base Policy Specified Amount will result in a proportionate reduction of the Extended Death Benefit Guarantee Coverage Amount, equal to the new base Policy Specified Amount multiplied by the Extended Death Benefit Guarantee Percentage.

After you begin to receive benefits under this Rider and prior to the end of the Extended Death Benefit Guarantee Duration, no changes to the Policy will be permitted.

Interaction with Other Riders

Once you begin to receive benefits under this Rider and before the end of the Guarantee Duration, the addition of other optional riders is not permitted. In addition, all of the following optional riders attached to the Policy, if any, will terminate:

- Additional Term Insurance Rider
- No Charge Four Year Term Insurance Rider
- Four Year Term Insurance Rider

If either the No Charge Four Year Term Insurance Rider or the Four Year Term Insurance Rider is terminated by operation of this Rider then it cannot be reinstated and any charge under the terminated rider will also terminate.

If the Additional Term Insurance Rider is terminated by operation of this Rider, the charge for the Additional Term Insurance Rider will also terminate. You may not reapply for the Additional Term Insurance Rider until the expiration of the Extended Death Benefit Guarantee Duration.

In addition, the following riders, if also attached to the Policy, will be impacted and/or will impact this Rider as follows:

Overloan Lapse Protection Rider – During the Extended Death Benefit Guarantee Duration, and prior to any benefits being paid under this Rider, an election to

invoke the Overloan Lapse Protection Rider will result in termination of this Rider.

While you are receiving benefits under this Rider, the Overloan Lapse Protection Rider cannot be invoked without first terminating this Rider.

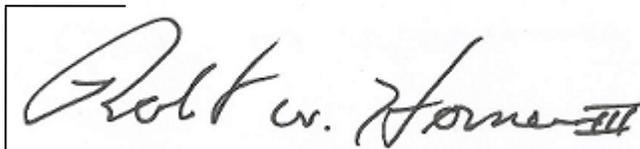
Policy Split Option Rider – During the Extended Death Benefit Guarantee Duration, and prior to any benefits being paid, an election to invoke the Policy Split Option Rider will result in termination of this Rider.

While you are receiving benefits under this Rider, the Policy Split Option Rider cannot be invoked without first terminating this Rider.

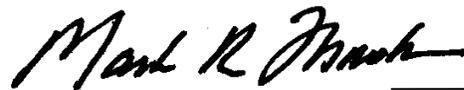
Termination

This Rider will terminate on the earliest of the following dates:

1. you request in writing to terminate coverage under this Rider;
2. at any time you allocate or transfer Cash Value, Net Premium, or any loan repayments to any investment option other than Permitted Allocations;
3. upon making a Policy change or invocation of certain other riders attached to the Policy, see the Impact on the Policy and Other Riders section of this Rider for additional information;
4. upon expiration of the elected Extended Death Benefit Guarantee Duration; or
5. the date the Policy terminates for any reason.



Secretary



President

**NATIONWIDE LIFE AND ANNUITY INSURANCE COMPANY
ONE NATIONWIDE PLAZA
COLUMBUS, OHIO 43215-2220**

POLICY SPLIT OPTION RIDER

PLEASE READ THIS RIDER CAREFULLY

Exercise of the benefit provided by this Rider may be treated as a taxable exchange for federal income tax purposes. Please consult your tax advisor for additional information.

General Information Regarding this Rider

This Policy Split Option Rider ("Rider") is made part of the Policy to which it is attached on the Policy Date. This Rider is subject to underwriting and is only available at the time of application for the Policy and cannot be elected after the Policy Date.

The term "Policy" as referred to in this Rider, means the Policy to which this Rider is attached. Any reference to "new policies" means the two individual life policies issued as a result of an exchange under this Rider.

To the extent any provisions contained in this Rider are contrary to or inconsistent with those of the Policy to which it is attached the provisions of this Rider will control the Policy accordingly. Non-defined terms shall have the meaning given to them in the Policy.

This Rider provides you the option to exchange the Policy for two permanent individual life insurance policies, one on the life of each Insured. The exchange is subject to the conditions stated in the Benefit Provided by this Rider section.

This Rider has no cash, loan, or surrender values.

Defined Terms used in this Rider

Exchange Date - The Exchange Date will be the later of the Policy Monthiversary on or next following:

1. our receipt of your written request for the exchange; and
2. the date all Rider conditions have been satisfied.

Exchange Event - An event the occurrence of which allows you to exercise the benefit provided by this Rider. The Exchange Events are:

1. if the Insureds are legally married on the Policy Date, the date six calendar months after the date the marriage is terminated by divorce, dissolution, or

annulment issued by a court of competent jurisdiction;

2. the federal estate tax law is changed resulting in a reduction of the marital deduction to less than half the marital deduction in effect on the Policy Date; or
3. the federal tax law is changed resulting in a reduction in the maximum federal estate tax rate to less than half the maximum federal estate tax rate in effect on the Policy Date.

Total Specified Amount – The sum of the base Policy Specified Amount and the Additional Term Insurance Rider Specified Amount, if applicable. It is stated in the Policy Data Pages.

Incontestability

After this Rider has been In Force during the lifetime of both Insureds for two years from the Policy Date or a reinstatement date, we will not contest it for any reason.

Rider Charge

The monthly cost for this Rider is calculated by multiplying (1) by (2) where:

1. is the lesser of:
 - a. the initial Total Specified Amount in effect on the Policy Date; or
 - b. the Total Specified Amount in effect on each respective Policy Monthiversary when the charge is calculated; and
2. is the Policy Split Option Rider Monthly Rate Per \$1,000 of Total Specified Amount as stated in the Policy Data Pages.

The monthly cost of this Rider is included in the monthly deduction from the Policy's Cash Value while this Rider is In Force and is part of the total charge for the Policy. A cost factor for this Rider will also be included in the calculation of the Policy's monthly initial death benefit guarantee premium.

The charge for this Rider terminates when the Rider terminates.

Reinstatement

In the event of a lapse, this Rider may be reinstated along with and according to the terms of the Policy so long as this Rider has not terminated. Refer to the Termination section for additional information.

This Rider may not be exercised between the date a lapse occurs and the date of reinstatement.

Benefit Provided by this Rider

This Rider provides you with the option to exchange the Policy for two new individual life insurance policies without evidence of insurability if the following conditions for exchange are met.

Conditions for Exchange

All of the following conditions must be met to exchange the existing Policy for two new individual life insurance policies:

1. all Policy Owners of the existing Policy must request and all assignees of record, if any, must agree in writing, in a form acceptable to us, to the exchange within twelve months after an Exchange Event occurs;
2. both the Policy and this Rider must be In Force and not in a grace period on the Exchange Date;
3. both Insureds must be living on the Exchange Date;
4. the application for each new policy must be signed by the Policy Owner and Insured of each new policy respectively;
5. the Policy Owner of a new policy must have an insurable interest under applicable law in the life of the person being insured under the new policy;
6. both new policies must be issued; and
7. the Policy and all of its benefits and guarantees as well as any attached riders or endorsements will terminate on the Exchange Date.

In addition, if the Insureds' are seeking to exercise the Policy exchange option based on divorce, dissolution, or annulment of marriage we may require proof of the following:

1. the Insureds were legally married on the Policy Date;

2. a court of competent jurisdiction has issued a final decree of divorce, dissolution, or annulment with respect to the marriage of the Insureds at least six months prior to the date of the request for the exchange; and
3. the Insureds have not remarried.

The New Policies

The following will apply to the new policies issued as a result of the Policy exchange:

1. the new policies may be any permanent plan of life insurance that we offer on the Exchange Date and for which the Insureds would qualify based upon new policy's issue requirements and limitations;
2. the effective date of both new policies will be the Exchange Date. The suicide and incontestability periods for the new policies will begin from the Policy Date of the original Policy;
3. the initial total specified amount of each of the new policies will be the lesser of:
 - a. one-half of the Policy's Total Specified Amount on the Policy Date;
 - b. one-half of the Policy's Total Specified Amount on the Exchange Date; or
 - c. the maximum total specified amount permitted under the respective new policies.
4. the following Policy values will be split evenly between the new policies, one-half to each:
 - a. the Policy's Cash Value on the Exchange Date. This will be applied to the new policies as premium. If this split does not generate the initial premium required for issuance of a new policy, the difference must be paid on the Exchange Date;
 - b. any Policy Indebtedness on the Exchange Date. If the Indebtedness applied to a new policy exceeds the maximum permitted indebtedness for that new policy, the excess must be repaid on the Exchange Date;
5. premium requirements, charges, and deductions for each new policy will be based on the Insured's attained age as defined by the new policy and the rate class, rate type, rate class multiple and any flat extra under the Policy. If such underwriting class is not offered for the Insured's attained age on the new

policy, the next best underwriting class available will be utilized; and

6. both new policies will be subject to any recorded assignment of the Policy in effect on the Exchange Date.

Interaction with Other Riders

Once you invoke this Rider, all other elected riders will terminate.

In addition, the following riders, if also attached to the Policy, will be impacted and/or will impact this Rider as follows:

Extended Death Benefit Guarantee Rider - While you are receiving benefits under the Extended Death Benefit Guarantee Rider, this Rider cannot be invoked.

Overloan Lapse Protection Rider- If the Overloan Lapse Protection Rider is invoked, then this Rider automatically terminates.

Additional Term Insurance Rider - If the Additional Term Insurance Rider ("ATR") is attached to the Policy, and the new policies offer a comparable term insurance rider, you may apportion the new policies' specified amount between

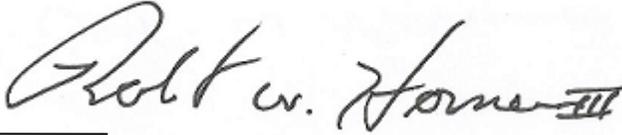
base and term coverage in the same proportion as they existed on the Policy as of the Exchange Date.

If the new policies do not offer a comparable term insurance rider, the Policy's ATR's specified amount will be converted to base policy specified amount in the new policy, unless you request and we approve otherwise.

Termination

This Rider will terminate on the earliest of the following dates:

1. the date either of the Insureds die;
2. the Policy Anniversary on or next following which the older Insured reached Attained Age 80;
3. you request in writing to terminate coverage under this Rider;
4. subject to the Reinstatement section, the date the Policy lapses; or
5. the date the Policy terminates for any reason.



Secretary



President

SERFF Tracking Number: NWPA-125901482 State: Arkansas
Filing Company: Nationwide Life and Annuity Insurance Company State Tracking Number: 40857
Company Tracking Number: NWLA-380-M2
TOI: L061 Individual Life - Variable Sub-TOI: L061.002 Single Life - Flexible Premium
Product Name: 2001 CSO Survivorship VUL
Project Name/Number: /

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: NWPA-125901482 State: Arkansas
Filing Company: Nationwide Life and Annuity Insurance Company State Tracking Number: 40857
Company Tracking Number: NWLA-380-M2
TOI: L061 Individual Life - Variable Sub-TOI: L061.002 Single Life - Flexible Premium
Product Name: 2001 CSO Survivorship VUL
Project Name/Number: /

Supporting Document Schedules

Satisfied -Name: Certification/Notice	Review Status:	11/20/2008
Comments: The correct certification for Reg 33 is attached below.		
Attachments: Life 3940-B.pdf LHO 396-F.pdf AR Cert Reg 33.pdf		
Satisfied -Name: Application	Review Status:	11/13/2008
Comments: LAA-0107M1, Application for Life Insurance (Approved 08-12-2008).		
Satisfied -Name: Statement of Variability	Review Status:	11/13/2008
Comments:		
Attachment: NWLA-380-M2 - SOV.pdf		
Satisfied -Name: Amendatory Endorsement NWLA-399	Review Status:	11/13/2008
Comments:		
Attachment: NWLA-399.pdf		

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.



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.



ARKANSAS

Certificate of Compliance

Insurer Nationwide Life and Annuity Insurance Company

Form Numbers: NWLA-380-M2, NWLA-381-M2, NWLA-382-M2, NWLA-383-AO, NWLA-384-AO and NWLA-385-AO

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: 11-20-08

Statement of Variability
NWLA-380-M2

Policy Forms	Reason
1) Home office address, telephone number and internet address	These items are bracketed on the policy form as they could possibly change over time.
2) Nationwide Officer Signatures	These signatures are bracketed on the policy and rider forms as Officers could possibly change over time.

Policy Data Page 3	Reason
3.1) Policy Owner (s)	Varies according to new issues
3.2) Policy Number	Varies according to new issues
3.3) State of Issue	Varies according to new issues by issue state.
3.4) Policy Date	Varies according to new issues
3.5) Insureds	Varies according to new issues
3.6) Sexes	“Male” or “Female” according to the sex of insureds.
3.7) Issue Ages	Varies according to new issues, from a minimum of 18 to a maximum of 85.
3.8) Rate Classes	Varies according to underwriting decision; either “Standard”, “Preferred” or “Preferred Plus”
3.9) Rate Types	Varies according to underwriting decision; either “Non-tobacco” or “Tobacco”
3.10) Minimum Initial Premium	Varies according to the characteristics of the insureds and the policy as issued.
3.11) Planned Premium Payment	Varies according to the owner’s election of planned premium to support the policy charges and benefits.
3.12) Planned Premium Payment Frequency	Varies according to the owner’s election of monthly, quarterly, semi-annual, annual or single premium modes.
3.13) Monthly Initial Death Benefit Guarantee Premium	Varies according to new issues. The amount of monthly premium required to gain no-lapse protection under the Initial Death Benefit Guarantee.
3.14) Initial Death Benefit Guarantee Period	Varies according to younger insured’s issue age.
3.15) Monthly Extended Death Benefit Guarantee Premium	Monthly premium requirement of the Extended Death Benefit Guarantee rider, if that rider is elected. Varies according to the characteristics and benefits of the policy.
3.16) Extended Death Benefit Guarantee Duration	Duration of the Extended Death Benefit Guarantee rider, if that rider is elected. Varies according to new issues, with a minimum of 21 years and a maximum of (120 – issue age of younger insured) years.
3.17) Extended Death Benefit Guarantee Advanced Payment Accumulated Premium	Total net accumulated premium required before the first day of the 11 th policy year if the policy is to qualify for the Extended Death Benefit Guarantee under the Advanced Payment option. This amount varies according to the characteristics and benefits of the policy.
3.18) Extended Death Benefit Guarantee Percentage	Varies according to new issues. Range is 50% - 100%. Only whole percentages can be elected.
3.19) Bracketed portions in asterisked (*) and double asterisked (**) statements	Will only appear if the Extended Death Benefit Guarantee is elected.

Policy Data Page 3A	Reason
3a.1) Initial Specified Amount	Varies according to owner's election and underwriting decision on issue
3a.2) Death Benefit Option Elected	Varies according to new issues; either Option 1 (Level), Option 2 (Increasing), or Option 3 (Return of Premium)
3a.3) Additional Term Insurance Rider Specified Amount	Varies according to owner's election and underwriting decision on issue
3a.4) Death Benefit Option 3 Interest Rate	Rate at which the accumulated premium account grows based on the application and underwriting approval. Will appear if Death Benefit Option 3 is elected.
3a.5) Total Specified Amount	Varies according to new issues; the sum of the base policy specified amount and the additional term insurance specified amount, if applicable
3a.6) Death Benefit Option 3 Maximum Increase	Maximum of the accumulated premium account for use with death benefit option 3
3a.7) Internal Revenue Code Life Insurance Qualification Test	Varies according to new issue. Either "Guideline Premium/Cash Value Corridor Test" or "Cash Value Accumulation Test".
3a.8) Minimum Total Specified Amount	Will only appear if the Additional Term Insurance Rider is elected.
3a.9) Maturity Date	Varies according to new issue – the policy anniversary date upon which the younger insured reaches or would have reached attained age 120
3a.10) Schedule of Benefits – Coverages listed	Varies according to benefits elected
3a.11) Schedule of Benefits – Initial Specified Amount	Varies according to characteristics and benefits of new issue
3a.12) Initial Specified Amount Start Date	Varies according to the date of issue of the initial Specified Amount
3a.13) Initial specified Amount – End Date	Varies according to the maturity date of the benefit covered under the Initial Specified Amount
3a.14) Monthly Flat Extras	Varies according to underwriting decisions and ranges from \$0 to \$24.96 over a temporary duration.
3a.15) Monthly Flat Extras	Varies according to underwriting decisions and ranges from \$0 to \$24.96 over a permanent duration. (This is paid from issue through age 120)
3a.16) Schedule of Benefits – Specified Amount Increase	Varies according to benefits elected, insureds characteristics and underwriting criteria at time of increase.
3a.17) Specified Amount Increase Start Date	Varies according to the date of issue of the Specified Amount Increase segment
3a.18) Specified Amount Increase End Date	Varies according to the maturity date of the benefit covered under the Specified Amount Increase. It will be the same as the maturity date on the base policy.
3a.19) Schedule of Benefits – Policy Split Option Rider	This is an optional rider selected at issue and subject to underwriting approval. This line only appears if the rider is chosen. The start date is the issue date and the end date is the termination date according to the contract.
3a.20) Schedule of Benefits – No Charge Four Year Term Insurance Rider	Subject to underwriting, this rider is automatically added to the Policy on the Policy Date. If the insureds do not qualify for this rider, the Owner may elect the optional Four Year Term Insurance rider. Will only appear if the insureds qualify for this rider.
3a.21) Schedule of Benefits – Four Year Term Insurance Rider	If the insureds do not qualify for the No Charge Four Year Term Insurance rider the Owner may elect this optional rider. Will only appear if elected.

Policy Data Page 3B	Reason
3b.1) Schedule of Benefits – Extended Death Benefit Guarantee Rider	Varies according to the election of this optional rider; Extended Death Benefit Guarantee Percentage varies according to Owner’s election.
3b.2) Schedule of Benefits – Adjusted Sales Load Rider	Varies according to the election of this optional rider; Percentage is either 1%, 2%, 3%, 4% and 5% according to the election; Years is any whole number from 1 to 7 according to the election; Start Date varies according to the election. End Date is calculated as the xth policy anniversary, where x is the lesser of 15 and 7+the elected number of years.
3b.3) Schedule of Benefits – Additional Term Insurance Rider	Varies according to the election of this optional rider; Specified Amount, Attained Age and Start Date will vary according to the election; End Date will be calculated as the Maturity Date of the policy; Rate Class Multiples, Rate Classes, Rate Types, and Monthly Flat Extras vary according to the underwriting decision.
3b.4) Schedule of Benefits – Overloan Lapse Protection Rider	This rider is automatically added to the policies that elect the “Guideline Premium/Cash Value Corridor Test” at issue. Not available on policies that elect the “Cash Value Accumulation Test”. End Date will be calculated as the Maturity Date of the policy
3b.5) Bracketed portions in double asterisked (*) statement	Will only appear if the Extended Death Benefit Guarantee is elected.
Policy Data Page 3C	Reason
3c.1) Guaranteed Maximum Monthly Per \$1,000 of Specified Amount Expense Charge	Varies according to the base policy Specified Amount, and insureds attained ages on the Policy Date or the date of an increase in the base policy Specified Amount.
3c.2) Policy Split Option Rider Monthly Rate Per \$1000 of Total Specified Amount	Varies based on the insureds’ average issue age.
3c.3) Adjusted Sales Load Rider Charge - Policy Years 1-15	Varies by election of this optional Rider Policy years vary based on duration elected; max year =min(15, Adjusted Sales Load Rider Adjustment Period +7)
3c.5) Adjusted Sales Load Adjustment Percentage	Varies according to benefits of new issue
3c.6) Adjusted Sales Load Rider Maximum Rider Charge Period	Varies according to benefits of new issue
3c.7) Adjusted Sales Load Rider Adjustment Period	Varies according to benefits of new issue
3c.8) Extended Death Benefit Rider Charge	Varies according to benefits of new issue

Policy Data Page 3D	Reason
3d.1) Table of Guaranteed Maximum Monthly Cost of Insurance Rate per \$1,000 of Net Amount at Risk – Specified Amount	Varies according to new issues; each increase will be listed separately with the amount and effective date of the increase
3d.2) Table of Guaranteed Maximum Monthly Cost of Insurance Rate per \$1,000 of Net Amount at Risk – Effective Date of Coverage	Varies according to new issues; each increase will be listed separately with the amount and effective date of the Increase
3d.3) Table of Guaranteed Maximum Monthly Cost of Insurance Rates per \$1,000 of Net Amount at Risk	These guaranteed rates are based on the Commissioner’s 2001 Standard Ordinary Mortality Tables, Sex and Smoker distinct, frasierized for joint lives based on each insured’s attained age, sex, rate type, rate class multiple and any flat extras.
Policy Data Page 3E	Reason
3e.1) Table of Surrender Charges – Specified Amount	At issue this equals the initial specified amount
3e.2) Table of Surrender Charges – Effective Date of Coverage	At issue this is the Policy Date.
3e.3) Table of Surrender Charges – Surrender Charge Amounts	Surrender charges vary based on the base policy Specified Amount , issue ages, sexes, rate types, rate classes, rate class multiples, any flat extras and duration
3e.4) Bracketed info in paragraph	Specified Amount is inserted.

Policy Data Page 3F	Reason
3f.1) Internal Revenue Code Life Insurance Qualification Test Table – Qualification Test name	Varies according to the test elected at issue: Guideline Premium/Cash Value Corridor Test or Cash Value Accumulation Test.
3f.3) Internal Revenue Code Life Insurance Qualification Test Table – Applicable Percentages	Varies according to issue age of younger insured for the Guideline Premium/Cash Value Corridor Test, and according to both insureds issue ages for the Cash Value Accumulation Test.
Policy Data Page 3I	Reason
3i.1) Additional Term Insurance Rider Monthly Cost of Insurance Rate per \$1,000 table	These guaranteed rates are based on the Commissioner’s 2001 Standard Ordinary Mortality Tables, Sex and Smoker distinct, frasierized for joint lives based on each insured's attained age, sex, rate type, rate class multiple and any flat extras..
Policy Data Page 3J, 3K	Reason
List of Variable Subaccounts	Varies according to issue. Funds available for allocations when Extended Death Benefit Guarantee Rider is elected will have a double-asterisk (**) and the corresponding footnote will be present.



NATIONWIDE LIFE AND ANNUITY INSURANCE COMPANY
One Nationwide Plaza
Columbus, Ohio 43215-2220

Death Benefit Proceeds Interest Endorsement

If the Death Benefit Proceeds of this Policy are not paid within thirty days after we receive Proof of the Death for both Insured's, interest will be paid from the date of death of the second Insured to die to the date the Death Benefit Proceeds are paid at an annual interest rate of eight percent.

A handwritten signature in blue ink, appearing to be "D. J. [unclear]".

Secretary

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

President

SERFF Tracking Number: NWPA-125901482 State: Arkansas
 Filing Company: Nationwide Life and Annuity Insurance Company State Tracking Number: 40857
 Company Tracking Number: NWLA-380-M2
 TOI: L061 Individual Life - Variable Sub-TOI: L061.002 Single Life - Flexible Premium
 Product Name: 2001 CSO Survivorship VUL
 Project Name/Number: /

Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Supporting Document	Certification/Notice	11/13/2008	Life 3940-B.pdf LHO 396-F.pdf AR CERT.doc

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.



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.

