

SERFF Tracking Number: NWPA-125558492 State: Arkansas
Filing Company: Nationwide Life and Annuity Insurance Company State Tracking Number: 38535
Company Tracking Number:
TOI: L06I Individual Life - Variable Sub-TOI: L06I.002 Single Life - Flexible Premium
Product Name: NWLA-440-M2, Individual Flexible Premium Adjustable Variable Universal Life Insurance Policy
Project Name/Number: /

Filing at a Glance

Company: Nationwide Life and Annuity Insurance Company

Product Name: NWLA-440-M2, Individual SERFF Tr Num: NWPA-125558492 State: ArkansasLH

Flexible Premium Adjustable Variable Universal

Life Insurance Policy

TOI: L06I Individual Life - Variable

SERFF Status: Closed

State Tr Num: 38535

Sub-TOI: L06I.002 Single Life - Flexible

Co Tr Num:

State Status: Approved-Closed

Premium

Filing Type: Form

Co Status:

Reviewer(s): Linda Bird

Authors: Dan Gallion, Carrie Ruhlen Disposition Date: 04/08/2008

Date Submitted: 03/26/2008

Disposition Status: Approved

Implementation Date Requested: 07/25/2008

Implementation Date:

State Filing Description:

General Information

Project Name:

Status of Filing in Domicile: Pending

Project Number:

Date Approved in Domicile:

Requested Filing Mode:

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 04/08/2008

State Status Changed: 04/08/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Re: Form NWLA-440-M2, Individual Flexible Premium Adjustable Variable Universal Life Insurance Policy

Form VLS-0111AO, Variable Life Fund Supplement

Form VLS-0112AO, Variable Life Fund Supplement

NAIC #92657

SERFF Tracking Number: NWPA-125558492 State: Arkansas
Filing Company: Nationwide Life and Annuity Insurance Company State Tracking Number: 38535
Company Tracking Number:
TOI: L061 Individual Life - Variable Sub-TOI: L061.002 Single Life - Flexible Premium
Product Name: NWLA-440-M2, Individual Flexible Premium Adjustable Variable Universal Life Insurance Policy
Project Name/Number: /

Enclosed for filing, subject to your approval, is form NWLA-440-M2, Individual 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 Insured while the Policy is in force. The Maturity Proceeds, if any, are payable on the Maturity Date, unless it is extended. 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, unless the owner elects otherwise. If the Policy is still in force at 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 age 120. The Cash Value will continue to grow at the Fixed Account interest rate. A death benefit will be paid at the time of 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 0-85 for Standard Non-Tobacco, 18-85 for Standard Tobacco, and 18-80 for Preferred Tobacco, Preferred Non-Tobacco, and Preferred Plus Non-Tobacco.

We are also including with this product a unisex risk class. This product and unisex rates will be used in markets where the insurance Owners are required by law to purchase insurance with unisex rates. This includes qualified plans sold to individuals and qualified and non-qualified plans sold to employee/employer groups. The unisex guaranteed cost of insurance charges are based on the 2001 CSO Male Mortality Tables Rates vary by Smoker/Non-Tobacco. Guaranteed Maximum Monthly Cost of Insurance Rates will be shown on the Policy Data Pages.

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

SERFF Tracking Number: NWPA-125558492 State: Arkansas
Filing Company: Nationwide Life and Annuity Insurance Company State Tracking Number: 38535
Company Tracking Number:
TOI: L061 Individual Life - Variable Sub-TOI: L061.002 Single Life - Flexible Premium
Product Name: NWLA-440-M2, Individual Flexible Premium Adjustable Variable Universal Life Insurance Policy
Project Name/Number: /

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 from another carrier.

This Policy offers a persistency credit if the Policy is maintained through the Eligibility Date stated on the Policy Data Page. This persistency credit is not guaranteed, and we may discontinue the program at any time. Availability of the persistency credit will end on the earliest of the termination of the Policy or the Maturity Date.

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 Corporation and Waddell and Reed, Inc.

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

SERFF Tracking Number: NWPA-125558492 State: Arkansas
Filing Company: Nationwide Life and Annuity Insurance Company State Tracking Number: 38535
Company Tracking Number:
TOI: L06I Individual Life - Variable Sub-TOI: L06I.002 Single Life - Flexible Premium
Product Name: NWLA-440-M2, Individual Flexible Premium Adjustable Variable Universal Life Insurance Policy
Project Name/Number: /

are also members of the National Association of Securities Dealers, Inc.

Also enclosed for review are forms VLS-0111AO and VLS-0112AO, Variable Life Fund Supplements. VLS-0111AO and VLS-0112AO allows the applicant to choose specific fund allocations. They are identical except for the funds listed in Section 2. The funds have been placed within brackets since this is variable information and subject to change frequently. Since funds are bracketed, any future additions/deletions will not be reported.

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

L-4736-99, Application for Life Insurance, approved 01-15-03
LAA-0101AR, Short Form Application for Life Insurance Part 1, approved 02-19-04
LAA-0102AR, Short Form Application for Life Insurance Part 2, approved 02-19-04
VLOB-0184-03-A, Application for Long Term Care Rider, approved 12-10-03
VLOB-0186-03-A, Supplemental Application for Long Term Care Rider, approved 12-10-03
NWLA-412-AO, Accidental Death Benefit Rider, approved 10-16-07
NWLA-414-M2, Additional Term Rider, approved 10-16-07
NWLA-415-AO, Adjusted Sales Load Rider, approved 10-16-07
NWLA-416-M2, Change of Insured Rider, approved 10-16-07
NWLA-417-M2, Children's Term Insurance Rider, approved 10-16-07
NWLA-419-AO, Overloan Lapse Protection Rider, approved 10-16-07
NWLA-420-AO, Premium Waiver Rider, approved 10-16-07
NWLA-421-AO, Waiver of Monthly Deductions Rider, approved 10-16-07
NWLA-423-M2, Spouse Rider, approved 10-16-07
NWLA-229, Long Term Care Rider, approved 02-18-05
NWLA-317, Outline of Coverage, approved 02-18-05
NWLA-318, Product Summary, approved 02-15-05

Form NWLA-440-M2 has been written in a readable fashion and attains a Flesch score of 52.3. Forms VLS-0111AO and VLS-0112AO are exempt from readability scoring. These forms are being filed concurrently in our state of domicile.

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

SERFF Tracking Number: NWPA-125558492 State: Arkansas
 Filing Company: Nationwide Life and Annuity Insurance Company State Tracking Number: 38535
 Company Tracking Number:
 TOI: L061 Individual Life - Variable Sub-TOI: L061.002 Single Life - Flexible Premium
 Product Name: NWLA-440-M2, Individual Flexible Premium Adjustable Variable Universal Life Insurance Policy
 Project Name/Number: /

Company and Contact

Filing Contact Information

Dan Gallion, Compliance Specialist galliod@nationwide.com
 One Nationwide Plaza (614) 249-8116 [Phone]
 Columbus, OH 43215 (614) 249-1199[FAX]

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

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? Yes
 Fee Explanation:
 Per Company: No

| COMPANY | AMOUNT | DATE PROCESSED | TRANSACTION # |
|---|---------|----------------|---------------|
| Nationwide Life and Annuity Insurance Company | \$50.00 | 03/26/2008 | 18987455 |

SERFF Tracking Number: NWPA-125558492 State: Arkansas
Filing Company: Nationwide Life and Annuity Insurance Company State Tracking Number: 38535
Company Tracking Number:
TOI: L061 Individual Life - Variable Sub-TOI: L061.002 Single Life - Flexible Premium
Product Name: NWLA-440-M2, Individual Flexible Premium Adjustable Variable Universal Life Insurance Policy
Project Name/Number: /

Correspondence Summary

Dispositions

| Status | Created By | Created On | Date Submitted |
|----------|------------|------------|----------------|
| Approved | Linda Bird | 04/08/2008 | 04/08/2008 |

SERFF Tracking Number: NWPA-125558492 State: Arkansas
Filing Company: Nationwide Life and Annuity Insurance Company State Tracking Number: 38535
Company Tracking Number:
TOI: L061 Individual Life - Variable Sub-TOI: L061.002 Single Life - Flexible Premium
Product Name: NWLA-440-M2, Individual Flexible Premium Adjustable Variable Universal Life Insurance Policy
Project Name/Number: /

Disposition

Disposition Date: 04/08/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: NWPA-125558492 State: Arkansas
 Filing Company: Nationwide Life and Annuity Insurance Company State Tracking Number: 38535
 Company Tracking Number:
 TOI: L061 Individual Life - Variable Sub-TOI: L061.002 Single Life - Flexible Premium
 Product Name: NWLA-440-M2, Individual Flexible Premium Adjustable Variable Universal Life Insurance Policy
 Project Name/Number: /

| Item Type | Item Name | Item Status | Public Access |
|----------------------------|--|--------------------|----------------------|
| Supporting Document | Certification/Notice | | Yes |
| Supporting Document | Application | | Yes |
| Supporting Document | Life & Annuity - Acturial Memo | | No |
| Supporting Document | Statement of Variability | | Yes |
| Supporting Document | Cover Letter | | Yes |
| Supporting Document | Previously Approved Forms and Notices | | Yes |
| Form | Individual Flexible Premium Adjustable Variable Universal Life Insurance Policy | | Yes |
| Form | Variable Life Fund Supplement | | Yes |
| Form | W&R Variable Life Fund Supplement | | Yes |
| Form | Policy Data Pages | | Yes |
| Form | Policy Data Pages - Unisex | | Yes |

SERFF Tracking Number: NWPA-125558492 State: Arkansas
 Filing Company: Nationwide Life and Annuity Insurance Company State Tracking Number: 38535
 Company Tracking Number:
 TOI: L061 Individual Life - Variable Sub-TOI: L061.002 Single Life - Flexible Premium
 Product Name: NWLA-440-M2, Individual Flexible Premium Adjustable Variable Universal Life Insurance Policy
 Project Name/Number: /

Form Schedule

Lead Form Number: NWLA-440-M2

| Review Status | Form Number | Form Type | Form Name | Action | Action Specific Data | Readability | Attachment |
|---------------|-------------|-----------------------------|---|---------|----------------------|-------------|---------------------------------------|
| | NWLA-440-M2 | Policy/Contract | Individual Flexible Premium Adjustable Variable Universal Certificate Life Insurance Policy | Initial | | 52 | NWLA-440-M2.pdf |
| | VLS-0111AO | Application/Enrollment Form | Variable Life Fund Supplement | Initial | | 0 | VLS-0111AO.pdf |
| | VLS-0112AO | Application/Enrollment Form | W&R Variable Life Fund Supplement | Initial | | 0 | VLS-0112AO.pdf |
| | NWLA-440-M2 | Data/Declaration Pages | Policy Data Pages | Initial | | 0 | NWLA-440-M2 (AR) PDP ROP.pdf |
| | NWLA-440-M2 | Data/Declaration Pages | Policy Data Pages - Unisex | Initial | | 0 | NWLA-440-M2 (AR & GA) VEL PDP ROP.pdf |



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

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

Telephone:
Internet

[1-800-882-2822]
[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 Insured while this Policy is in force. If this Policy is in force and the Insured is living on the Maturity Date, the Policy Maturity Date will automatically be extended until the death of the Insured 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

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

Flexible Premiums payable until the Maturity Date while the Insured is living.
Death Benefit Proceeds payable upon the death of the Insured while this Policy is in force.
The Maturity Date will automatically be extended unless you elect to receive the Maturity Proceeds.
Rate Class and Rate Type 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, 11, 15 and 19.

TABLE OF CONTENTS

POLICY DATA PAGES 3

DEFINED TERMS USED IN THIS POLICY 4

GENERAL POLICY PROVISION 6

- Policy References and Headings 6
- Non-Participating 6
- Entire Contract 6
- Applications..... 6
- Alteration or Modification..... 6
- Waiver 6
- Effective Date of Policy Coverage 6
- Policy Termination 7
- Suicide 7
- Incontestability 7
- Misstatement of Age or Sex 7
- Postponement of Payments..... 8
- Assignment 8
- Instructions 8
- Currency 8
- Reports 8
- Illustration of Benefits and Values 8
- Internal Revenue Code Life Insurance
 - Qualification Test..... 8
- Modified Endowment Contracts..... 9

PARTIES AND INTERESTS IN THIS POLICY PROVISION 9

- Nationwide 9
- Policy Owner 9
- Contingent Owner 9
- The Insured..... 9
- Beneficiary and Contingent Beneficiary 9
- Changes of Named Parties and Interests 10

PREMIUM PAYMENT PROVISION..... 10

- Initial Premium..... 10
- Additional Premium 10
- How Premium May Be Paid..... 10
- Planned Premium 10

POLICY CHARGES AND DEDUCTIONS PROVISION 10

- Premium Load 10
- Monthly Deduction..... 11
 - Mortality and Expense Risk Charge*..... 11
 - Administrative Charges*..... 11
 - Monthly Cost of Insurance per \$1,000 of Net Amount at Risk Charge*..... 11
- Surrender Charge..... 12
- Policy Loan Interest Charge 12

- Changes in Policy Cost Factors 13
- Service Fees 13

GRACE PERIOD, GUARANTEED POLICY CONTINUATION, AND REINSTATEMENT PROVISION..... 13

- Policy Coverage and Lapse..... 13
- Grace Period 13
- Guaranteed Policy Continuation 13
- Reinstatement..... 14

VARIABLE ACCOUNT PROVISION..... 15

- About the Variable Account 15
- The Sub-Accounts..... 15
- Determining the Variable Account Value..... 15
- The Net Investment Factor and Performance... 15
- Cash Value and the Variable Account 16
 - Non-Guaranteed Persistency Credit*..... 16
- Transfers and Allocations 16
- Substitution of Securities 17
- Changes of Investment Policy..... 17

FIXED ACCOUNT PROVISION..... 17

- The Fixed Account..... 17
- Right to Transfer..... 17
- Fixed Account Restrictions..... 18

POLICY BENEFITS AND VALUES PROVISION..... 18

- Nonforfeiture 18
- Right of Conversion 18
- Complete Surrender 18
- Partial Surrenders..... 18
- Policy Loans 19
 - Maximum and Minimum Loans and Indebtedness* 19
 - Processing a Loan* 19
 - Loan Interest*..... 19
 - Loan Interest Charged*..... 19
 - Loan Interest Credited*..... 20
 - Loan Repayment* 20
 - Cash Value in the Policy Loan Account* ... 20
 - Policy Indebtedness and Lapse*..... 20
 - Effect of Loan*..... 20
- The Death Benefit 21
- Change of Death Benefit Option..... 21
- Specified Amount Increases and Decreases 21
 - Specified Amount Increases* 22
 - Specified Amount Decreases*..... 22
- Death Benefit Proceeds..... 22
- Policy Maturity Proceeds..... 23
- Policy Maturity Date Extension..... 23
- Policy Settlement 23
- Settlement Options..... 24

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 if the Insured dies 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.

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

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

Death Benefit Proceeds – The amount we pay upon the death of the Insured 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.

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.

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

Issue Age – A person's age based on their 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 Insured's Issue Age is stated in the Policy Data Pages.

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

Maturity Proceeds – The amount payable if this Policy is in force on the Maturity Date and the Insured 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 prior to the Insured's death. The Policy Owner is named on the application unless later changed. References to "you" or "your" also mean the Policy Owner.

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

Premium – The 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.

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 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 Insured's death if the Insured commits suicide, while sane or insane, within two years from:

1. the Policy Date;
2. a 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 the Insured's death, 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 Insured's death.

Incontestability

After this Policy has been in force during the lifetime of the Insured for two years from the Policy Date or a reinstatement date, we will not contest it, 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 the Insured 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 the Insured has been misstated, payments and benefits under this Policy will be adjusted as follows:

1. if the Insured is alive, the Cash Value will be adjusted to reflect the monthly deductions and other charges using the correct age and sex of the Insured from the Policy Date to the date of correction. Future monthly deductions and charges will be based on the correct age and sex; or
2. if the Insured has 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 Insured's death; multiplied by
 - b. the ratio of the monthly cost of insurance deducted on the Policy Monthiversary immediately preceding the Insured's death and the monthly cost of insurance that would have been deducted using the correct age and sex on that same Policy Monthiversary; plus
 - c. the Cash Value on the date of the Insured's death adjusted to reflect the monthly deductions and other charges using the Insured's correct age and sex 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 before the death of the Insured. 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 in 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 your 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 if the Insured dies while this Policy is in force.

Policy Owner

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

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

Unless otherwise provided on the Policy application or applicable change of ownership form, if there is more than one Policy Owner, all rights, title and interest in this life insurance Policy will be held jointly with right of survivorship and, all rights, title and interest of any Policy Owner who predeceases the Insured 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 during the lifetime of the Insured. If you name a Contingent Owner, the Contingent Owner will become the Policy Owner if you die during the lifetime of the Insured.

The Insured

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

Beneficiary and Contingent Beneficiary

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

Unless you direct otherwise, the following will apply:

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

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

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.

Changes of Named Parties and Interests

Prior to the Insured's death, you may change the named Beneficiary, Contingent Beneficiary, and Contingent Owner, unless such party was designated 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, but in doing so you will relinquish all rights under this Policy to the new Policy Owner.

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

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 your Policy may lapse even if you do; however, failure to pay Premiums as planned may increase the possibility of your 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 Insured's Attained Age, the death benefit option in effect, and the total Specified Amount at the time a segment of coverage becomes effective. The applicable maximum rate will not change for the duration of the charge unless you change the death benefit option from either Death Benefit Option 1 or 3 to Death Benefit Option 2. If the death benefit option is changed from Death Benefit Option 1 or 3 to Death Benefit Option 2, the guaranteed maximum rates will be the Death Benefit Option 2 rates for the remaining duration of the charge. If the death benefit option is changed from Death Benefit Option 2 to either Death Benefit Option 1 or 3, the applicable guaranteed rates will not change, the Death Benefit Option 2 rates will continue to apply.

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.

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. 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 the Insured's Attained Age, sex, rate type, rate class multiple, and any monthly flat extra ratings 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.

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. Surrender charges are calculated separately for each segment of coverage. The surrender charge for each segment of coverage is based on the Insured's Attained Age on the Policy Date or date an increase segment becomes effective, sex, death benefit option, length of time a segment has been in effect, and Premiums paid in the twelve months following the Policy Date or effective date of an increase segment.

The applicable surrender charge will be deducted from the Cash Value of your 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 the 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 future 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 will be on a uniform basis for Insureds of the same Issue Age, sex, rate class, rate type, rate class multiple, and any monthly flat extra ratings 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, your Policy will lapse, subject to the Grace Period section and the Guaranteed Policy Continuation section.

Grace Period

If there is not enough 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 your 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 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 your 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 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 Death Benefit Guarantee Premium in effect on the Policy Date is stated in the Policy Data Pages. The monthly 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 your 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, your Policy will enter a grace period and additional Premium will be required to prevent your Policy from lapsing.

If your 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 your Policy in force by paying the lesser of the two amounts.

Reinstatement

If your 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 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 your 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 your 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, transfers to other Sub-Accounts, 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 partial 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.

Non-Guaranteed Persistency Credit

Your Policy may be eligible for a persistency credit if it is maintained through the Eligibility Date stated in the Policy Data Pages. This persistency credit is not guaranteed, and we may discontinue the program at any time. Availability of the persistency credit will end on the date this policy terminates. Refer to the Policy Termination section of your Policy for information about the circumstances that result in termination of your Policy. If a persistency credit is paid, it will be calculated and applied as follows.

Beginning on the first Policy Monthiversary following the Eligibility Date stated in the Policy Data Pages and on each Policy Monthiversary thereafter, we may credit your Policy with a persistency credit. If paid, the monthly credit will be a percentage, up to the Maximum Persistency Credit Percentage stated in the Policy Data Pages multiplied by your Policy's Cash Value allocated to the Variable Account, including any Net Premium applied to the Variable Account that day but after any loan, transfer, or Surrender requests are processed, on the applicable Policy Monthiversary. If paid, the persistency credit is calculated before monthly deductions are processed. If paid, we add the credit proportionately to your investment options according to your most recent allocation instructions.

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 prior to the death of the Insured.

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 death of the Insured.

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 during the Insured's lifetime. 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 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.

The Death Benefit

This Policy provides a death benefit upon the death of the Insured 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 death of the Insured. 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 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 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 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 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 Insured's death; minus
2. the sum of all partial Surrenders prior to the date of the 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 this 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. you must provide evidence of insurability for the Insured 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 the Insured's age is greater than the maximum issue age under this Policy;
5. once we approve an increase, it takes effect on the Policy Monthiversary 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.

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 Monthiversary on or next following the date we process your request to decrease the Specified Amount, unless you request and we approve a different date;
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 the Insured and any other information we may reasonably require.

The Death Benefit Proceeds that become payable on the death of the Insured prior to the Maturity Date are equal to:

1. the death benefit provided by the death benefit option in effect on the date of the Insured's death; plus
2. any in force insurance coverage on the Insured's life 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 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.

Policy Maturity Proceeds

If the 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 the Insured is alive and your Policy is in force on the Maturity Date, the Maturity Date will automatically be extended until the date of the 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 after the original Maturity Date; however, loans, loan repayments, and partial Surrenders are permitted;
2. increases and decreases to the Specified Amount will not be permitted after the original Maturity Date;
3. death benefit option changes will not be permitted after the original Maturity Date;
4. on the original Maturity Date, 100% of the Cash Value in the Sub-Accounts will be transferred to the Fixed Account and transfers out of the Fixed Account will not be permitted;
5. no further monthly deductions will be taken after the original Maturity Date, and the cost of insurance charges will be zero after the original Maturity Date;

6. the Specified Amount for Maturity Date Extension will be equal to the Specified Amount at the Insured's Attained Age 85, reduced by the following:
 - a. is any decrease to the Specified Amount after the Insured's Attained Age 85; and
 - b. is an adjustment for partial Surrenders taken after the Insured's Attained Age 85. The amount of the adjustment varies based on the death benefit option and the Insured's Attained Age, and is defined within the chart below:

| | Insured's Attained Age | |
|-----------------------------|--|--|
| | 86-90 | 91 and Older |
| Death Benefit Option 1 | Amount this Policy's base Specified Amount is reduced due to partial Surrender | Amount proportional to the ratio of the partial Surrender to the Cash Value prior to the partial Surrender |
| Death Benefit Option 2 or 3 | 0 | 0 |

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 and prior to the death of the Insured, 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 death of the Insured, 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 the Policy. The effective date of the settlement contract will be the date the Insured died, the Maturity Date, or the date the 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.

THIS PAGE INTENTIONALLY LEFT BLANK.

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.)

THIS PAGE INTENTIONALLY LEFT BLANK.

THIS PAGE WILL BE USED FOR ENDORSEMENTS.



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

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

Death Benefit Proceeds payable upon the death of the Insured while this Policy is in force.

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

Rate Class and Rate Type are stated in the Policy Data Pages.

Adjustable Death Benefit.

Non-Participating, no dividends are payable.

NATIONWIDE LIFE AND ANNUITY INSURANCE COMPANY

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

VARIABLE LIFE FUND SUPPLEMENT

| | |
|--|-------------------------------|
| PROPOSED INSURED NAME <i>(please print)</i> | SOCIAL SECURITY NUMBER |
| John Doe | 000 - 00 - 0000 |

1. SUITABILITY *(Must be answered to issue policy.)*

- | | | |
|--|-------------------------------------|--------------------------|
| a. Do you understand that the Death Benefit and Surrender Value may increase or decrease depending on the investment experience of the Variable Account? | Yes | No |
| | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b. Do you believe that this policy will meet your insurance needs and financial objectives? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| c. Have you received a current copy of the prospectus? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

2. ALLOCATIONS

- **For contracts issued in states which require a Return of Premium to a policy owner exercising the Short Term Right to Cancel**—Net Premiums will be allocated to the Nationwide NVIT Money Market Fund or to the Fixed Account if selected until the end of the Right to Cancel Period. At the end of this period, the Cash Value will be allocated to the subaccounts indicated below.
- **For contracts issued in states which require a Return of Cash Value to a policy owner exercising the Short Term Right to Cancel**—Net Premiums will be allocated to the subaccounts at the beginning of the Short Term Right to Cancel Period.
- Your selections must total 100%. Minimum initial allocation to any single subaccount is 1%. No fractional percentages are permitted. These percentages will apply in future years but may be changed at any time by the policy owner. (If no allocation is indicated, the Nationwide NVIT Money Market Fund will be automatically selected.)

- AIM VI (Series I Shares)**
- ___ % Capital Development Fund
- ALLIANCEBERNSTEIN VPS (Class A)**
- ___ % Small/Mid Cap Value Port.
- AMERICAN CENTURY**
- ___ % VP Inflation Protection Fund (Class II)
- ___ % VP Mid Cap Value Fund (Class I)
- ___ % VP Value Fund (Class I)
- OPPENHEIMER**
- ___ % Capital Appreciation Fund/VA (Non-Service Shares)
- ___ % Global Securities Fund/VA (Class 3)
- ___ % High Income Fund/VA (Class 3)
- ___ % Main Street® Fund/VA (Non-Service Shares)
- ___ % Main Street® Small Cap Fund/VA (Non-Service Shares)
- T. ROWE PRICE (Class II)**
- ___ % Blue Chip Growth Port.
- ___ % Equity Income Port.
- MFS® VIT (Initial Class)**
- ___ % Value Series
- LEHMAN BROTHERS AMT (I Class)**
- ___ % Short Duration Bond Port.
- DREYFUS**
- ___ % IP Small Cap Stock Index Port. (Service Shares)
- ___ % Stock Index Fund (Initial Shares)
- ___ % VIF Appreciation Port. (Initial Shares)
- FRANKLIN TEMPLETON VIPT**
- ___ % Foreign Securities Fund (Class 3)
- ___ % Founding Funds Allocation Fund (Class 2)
- ___ % Global Income Securities Fund (Class 3)
- ___ % Income Securities Fund (Class 2)
- ___ % Small Cap Value Securities Fund (Class I)

- FIDELITY**
- ___ % VIP Energy Port. (Service Class 2)
- ___ % VIP Equity-Income Port. (Service Class)
- ___ % VIP Freedom Fund 2010 Port. (Service Class)
- ___ % VIP Freedom Fund 2020 Port. (Service Class)
- ___ % VIP Freedom Fund 2030 Port. (Service Class)
- ___ % VIP Growth Port. (Service Class)
- ___ % VIP Investment Grade Bond Port. (Service Class)
- ___ % VIP Mid Cap Port. (Service Class)
- ___ % VIP Overseas Port. (Service Class R)
- NATIONWIDE NVIT**
- ___ % Core Bond Fund (Class I)
- ___ % Government Bond Fund (Class I)
- ___ % Health Sciences Fund (Class III)
- ___ % International Index Fund (Class VI)
- ___ % Mid Cap Growth Fund (Class I)
- ___ % Mid Cap Index Fund (Class I)
- ___ % Money Market Fund (Class I)
- ___ % Nationwide® Fund (Class I)
- ___ % Short Term Bond Fund (Class II)
- ___ % Technology and Communications Fund (Class III)
- ___ % U. S. Growth Leaders Fund (Class I)
- JANUS ASPEN SERIES**
- ___ % Forty Port. (Service Shares)
- ___ % International Growth Port. (Service II Shares)
- NATIONWIDE NVIT CARDINAL (Class I)**
- ___ % Aggressive Fund
- ___ % Balanced Fund
- ___ % Capital Appreciation Fund
- ___ % Conservative Fund
- ___ % Moderate Fund
- ___ % Moderately Aggressive Fund
- ___ % Moderately Conservative Fund
- NATIONWIDE AMERICAN FUNDS NVIT (Class II)**
- ___ % Asset Allocation Fund
- ___ % Bond Fund
- ___ % Global Growth Fund
- ___ % Growth Fund
- ___ % Growth-Income Fund

- VAN KAMPEN UIF (Class I)**
- ___ % Core Plus Fixed Income Port.
- NATIONWIDE NVIT INVESTOR DESTINATIONS (Class II)**
- ___ % Aggressive Fund
- ___ % Conservative Fund
- ___ % Moderate Fund
- ___ % Moderately Aggressive Fund
- ___ % Moderately Conservative Fund
- NATIONWIDE NVIT SUBADVISED FUNDS**
- Fund Name (Subadviser)
- ___ % Comstock Value Fund (Van Kampen) (Class I)
- ___ % Core Plus Bond Fund (Lehman Brothers) (Class I)
- ___ % Emerging Markets Fund (Gartmore) (Class III)
- ___ % High Income Bond Fund (Federated) (Class III)
- ___ % International Equity Fund (Gartmore) (Class VI)
- ___ % International Growth Fund (Multi Managers) (Class III)
- ___ % International Value Fund (Multi Managers) (Class III)
- ___ % Large Cap Growth Fund (Multi Managers) (Class I)
- ___ % Large Cap Value Fund (Multi Managers) (Class I)
- ___ % Mid Cap Growth Fund (Multi-Managers) (Class I)
- ___ % Mid Cap Value Fund (Multi Managers) (Class II)
- ___ % Multi Cap Opportunities Fund (Neuberger Berman) (Class I)
- ___ % Multi Sector Bond Fund (Van Kampen) (Class I)
- ___ % Real Estate Fund (Van Kampen) (Class I)
- ___ % Small Cap Growth Fund (Multi Managers) (Class I)
- ___ % Small Cap Value Fund (Multi Managers) (Class I)
- ___ % Small Company Fund (Multi Managers) (Class I)
- ___ % Socially Responsible Fund (Neuberger Berman) (Class II)
- NATIONWIDE LIFE INSURANCE CO.**
- ___ % Fixed Account
- OTHER AVAILABLE FUNDS**
- ___ % _____
- ___ % _____

NATIONWIDE LIFE AND ANNUITY INSURANCE COMPANY

P.O. Box 182449, Columbus, Ohio 43218-2449

VARIABLE LIFE FUND SUPPLEMENT

| | |
|--|-------------------------------|
| PROPOSED INSURED NAME <i>(please print)</i> | SOCIAL SECURITY NUMBER |
| John Doe | 000 - 00 - 0000 |

1. SUITABILITY *(Must be answered to issue policy.)*

| | Yes | No |
|--|-------------------------------------|--------------------------|
| a. Do you understand that the Death Benefit and Surrender Value may increase or decrease depending on the investment experience of the Variable Account? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b. Do you believe that this policy will meet your insurance needs and financial objectives? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| c. Have you received a current copy of the prospectus? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

2. ALLOCATIONS

- **For contracts issued in states which require a Return of Premium to a policy owner exercising the Short Term Right to Cancel**—Net Premiums will be allocated to the W & R Target Funds Money Market Portfolio or to the Fixed Account if selected until the end of the Right to Cancel Period. At the end of this period, the Cash Value will be allocated to the subaccounts indicated below.
- **For contracts issued in states which require a Return of Cash Value to a policy owner exercising the Short Term Right to Cancel**—Net Premiums will be allocated to the subaccounts at the beginning of the Short Term Right to Cancel Period.
- Your selections must total 100%. Minimum initial allocation to any single subaccount is 1%. No fractional percentages are permitted. These percentages will apply in future years but may be changed at any time by the policy owner. (If no allocation is indicated, the W & R Target Funds Money Market Portfolio will be automatically selected.)

W & R TARGET FUNDS, INC.

| | | |
|---|--|---|
| <input type="checkbox"/> % Asset Strategy Portfolio | <input type="checkbox"/> % International Growth Portfolio | <input type="checkbox"/> % Pathfinder Moderately Aggressive Portfolio |
| <input type="checkbox"/> % Balanced Portfolio | <input type="checkbox"/> % International Value Portfolio | <input type="checkbox"/> % Pathfinder Moderately Conservative Portfolio |
| <input type="checkbox"/> % Bond Portfolio | <input type="checkbox"/> % Micro Cap Growth Portfolio | <input type="checkbox"/> % Real Estate Securities Portfolio |
| <input type="checkbox"/> % Core Equity Portfolio | <input type="checkbox"/> % Mid Cap Growth Portfolio | <input type="checkbox"/> % Science and Technology Portfolio |
| <input type="checkbox"/> % Dividend Income Portfolio | <input type="checkbox"/> % Money Market Portfolio | <input type="checkbox"/> % Small Cap Growth Portfolio |
| <input type="checkbox"/> % Energy Portfolio | <input type="checkbox"/> % Mortgage Securities Portfolio | <input type="checkbox"/> % Small Cap Value Portfolio |
| <input type="checkbox"/> % Global Natural Resources Portfolio | <input type="checkbox"/> % Pathfinder Aggressive Portfolio | <input type="checkbox"/> % Value Portfolio |
| <input type="checkbox"/> % Growth Portfolio | <input type="checkbox"/> % Pathfinder Conservative Portfolio | |
| <input type="checkbox"/> % High Income Portfolio | <input type="checkbox"/> % Pathfinder Moderate Portfolio | |

NATIONWIDE LIFE INSURANCE CO.

% Fixed Account

3. OPTIONAL ELECTIONS

| | Yes | No |
|--|--------------------------|-------------------------------------|
| a. Do you elect that monthly cost of insurance charges be deducted solely from the Money Market Fund as long as it is adequately funded? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b. Do you elect Automated Dollar Cost Averaging? <i>(If yes, complete Automated Dollar Cost Averaging form.)</i> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c. Do you elect Asset Rebalancing? <i>(If yes, complete Asset Rebalancing form.)</i> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

4. IMPORTANT NOTICE

I UNDERSTAND THAT THE DEATH BENEFIT UNDER A VARIABLE LIFE INSURANCE POLICY MAY INCREASE OR DECREASE, DEPENDING ON THE INVESTMENT RETURN ON THE SUBACCOUNT(S) I SELECT. REGARDLESS OF INVESTMENT RETURN, THE DEATH BENEFIT CAN NEVER BE LESS THAN THE SPECIFIED AMOUNT, AS LONG AS THE POLICY IS IN FORCE. THE CONTRACT VALUE MAY INCREASE OR DECREASE ON ANY DAY, DEPENDING ON THE INVESTMENT RETURN FOR THE POLICY. NO MINIMUM CONTRACT VALUE IS GUARANTEED. ON REQUEST, WE WILL FURNISH ILLUSTRATIONS OF BENEFITS, INCLUDING DEATH BENEFITS AND CONTRACT VALUES FOR A VARIABLE LIFE INSURANCE POLICY AND A FIXED LIFE INSURANCE POLICY FOR THE SAME PREMIUM.

Signed at Any City, Any State on 1 3 2002
City and State Month Day Year

Any Advisor John Doe
Signature of Advisor Signature of Proposed Insured
(or parent if Proposed Insured is under age 15)

Signature of Applicant/Owner (if other than Primary Insured) Signature of Joint/Spouse Proposed Insured (if to be Insured)

Forms: NWLA-440-M2

Riders: NWLA-412-AO, NWLA-414-M2, NWLA-415-AO, NWLA-416-M2, NWLA-417-M2, NWLA-419-AO, NWLA-420-AO, NWLA-421-AO, NWLA-423-M2, NWLA-229

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 INFORMATION

| | | | |
|------------------------|--------------|---------------------|---|
| Policy Owner: | [John Doe] | Policy Date: | [July 1, 2008] |
| Policy Number: | [N000000000] | Policy Type: | Flexible Premium |
| State of Issue: | [Any state] | | Adjustable Variable Universal Life Insurance Policy, Non- Participating |

INSURED'S INFORMATION

| | | | |
|-------------------|------------|--------------------|----------------|
| Insured: | [John Doe] | Rate Type: | [Non-Tobacco] |
| Sex: | [Male] | Rate Class: | [Standard] |
| Issue Age: | [35] | | |

PREMIUM INFORMATION*

| | | | |
|---|------------|---|---------------------------------|
| Minimum Initial Premium: | [\$147.70] | Minimum Additional Premium Payment: | \$50.00 |
| Planned Premium Payment: | [\$512.21] | Planned Premium Payment Frequency: | [Annual] |
| Monthly Death Benefit Guarantee Premium**: | [\$73.85] | Death Benefit Guarantee Period: | 5 years from the Policy Date |

*Refer to the Schedule of Benefits section for any applicable Rate Class Multiple and/or Monthly Flat Extra charges.

**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 Death Benefit Guarantee Premium is a value used to determine whether this Policy is eligible for continuation if the Cash Surrender Value is insufficient to pay the monthly deductions and any other charges during the Death Benefit Guarantee Period. Please refer to the Guaranteed Policy Continuation section of the Policy for details on how this information is used and impacts your Policy or contact us for additional information.

Insured [John Doe]

Policy Number [B500000000]

POLICY COVERAGE INFORMATION

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

Maturity Date*: [July 1, 2093]

Non-Guaranteed Persistency Credit:**

Eligibility Date: [1/1/2019]

Maximum Persistency Credit Percentage: [0.0208%]

*Coverage may expire prior to the Maturity Date if Premiums paid and interest credited 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.

**Payment of a persistency credit is not guaranteed. The Maximum Persistency Credit Percentage represents the percentage we expect to apply monthly if a persistency credit is paid. If paid, the actual percentage may be lower.

Schedule of Benefits

| Form Number | Benefit | Specified Amount | Coverage | |
|----------------------|--|---------------------------|-------------|-------------|
| | | | Start Date | End Date*** |
| NWLA-440-M2 | Flexible Premium Adjustable Variable Universal Life | | | |
| | Initial Specified Amount | [\$100,000] | [7/1/2008] | [7/1/2093] |
| | Sex: | [Male] | | |
| | Issue Age: | [35] | | |
| | Rate Type: | [Non-Tobacco] | | |
| | Rate Class: | [Standard] | | |
| | Rate Class Multiple: | [1.00] | | |
| | Monthly Flat Extras: | [\$ / None] | [0/0/0000] | [0/0/0000] |
| | Monthly Flat Extras: | [\$ / None] | [0/0/0000] | [0/0/0000] |
| | [Flexible Premium Adjustable Variable Universal Life | Specified Amount Increase | [\$000,000] | [7/1/2009] |
| Sex: | [Male] | | | |
| Attained Age: | [36] | | | |
| Rate Class: | [Standard] | | | |
| Rate Type: | [Non-Tobacco] | | | |
| Rate Class Multiple: | [1.00] | | | |
| Monthly Flat Extras: | [\$ / None] | [0/0/0000] | [0/0/0000] | |
| Monthly Flat Extras: | [\$ / None]] | [0/0/0000] | [0/0/0000]] | |

***Coverage may expire prior to the dates shown if the Premium requirements in the Guaranteed Policy Continuation section of the Policy. Refer to the "Grace Period, Guaranteed Policy Continuation, and Reinstatement Provision" for additional information.

| Insured | [John Doe] | Policy Number | [B500000000] | | |
|--------------|---|----------------|--------------|------------|-------------|
| [NWLA-417-M2 | Children's Term Insurance Rider | | [\$10,000] | [7/1/2008] | [7/1/2008]] |
| [NWLA-423-M2 | Spouse Insurance Rider | | [\$100,000] | [7/1/2008] | [7/1/2008] |
| | Spouse: | [Spouse Name] | | | |
| | Sex: | [Female] | | | |
| | Attained Age: | [38] | | | |
| | Rate Class: | [Standard] | | | |
| | Rate Type: | [Non-Tobacco] | | | |
| | Rate Class Multiple: | [X] | | | |
| | Monthly Flat Extra: | [None] | [0/0/0000] | | [0/0/0000] |
| | Monthly Flat Extra: | [None] | [0/0/0000] | | [0/0/0000] |
| [NWLA-421-AO | Waiver of Monthly Deductions Rider | | | [7/1/2008] | [7/1/2008] |
| | Rate Class Multiple: | [X]] | | | |
| [NWLA-412-AO | Accidental Death Benefit Rider | | [\$50,000] | [7/1/2008] | [7/1/2008] |
| | Rate Class Multiple: | [X]] | | | |
| [NWLA-415-AO | Adjusted Sales Load Rider | | | [7/1/2008] | [7/1/2008] |
| | Rider Adjustment Percentage: | [X%] | | | |
| | Rider Adjustment Period: | [Y years] | | | |
| | Rider Charge Period: | [Z years]] | | | |
| [NWLA-420-AO | Premium Waiver Rider | | | | |
| | Specified Premium (monthly): | | [\$XXX.XX] | [7/1/2008] | [7/1/2008] |
| | Rate Class Multiple: | [X] | | | |
| [NWLA-414-M2 | Additional Term Insurance Rider: | | [\$150,000] | [7/1/2008] | [7/1/2008] |
| | Attained Age | [35] | | | |
| | Rate Class Multiple: | [X] | | | |
| | Rate Class: | [Standard] | | | |
| | Rate Type: | [Non-Tobacco] | | | |
| | Monthly Flat Extra: | [None] | [0/0/0000] | | [0/0/0000] |
| | Monthly Flat Extra: | [None] | [0/0/0000] | | [0/0/0000] |
| [NWLA-419-AO | Overloan Lapse Protection Rider: | | | [7/1/2008] | [7/1/2008]] |
| [NWLA-229 | Long Term Care Rider | | | | |
| | Long Term Care Specified Amount: | [\$100,000] | | [7/1/2008] | [7/1/2008] |
| | Maximum Monthly Long Term Care Benefit: | [\$2,000] | | [7/1/2008] | [7/1/2008] |
| | Rate Class Multiple: | [X] | | | |
| | Rate Class: | [Non-Tobacco]] | | | |
| [NWLA-416-M2 | Change of Insured Rider | | | [7/1/2008] | [7/1/2008]] |

Insured [John Doe]

Policy Number [B500000000]

MONTHLY CHARGES AND DEDUCTIONS

Guaranteed Maximum Administrative Charges

Monthly Flat Charge:

First Policy Year: \$25.00

All subsequent Policy Years: \$10.00

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

The Monthly Charge per \$1,000 of Specified Amount is \$0.00 after ten full Policy Years following the issuance of the Policy or any increase in Specified Amount. If during these ten years, the Death Benefit is changed from Death Benefit Option 1 or 3 to Death Benefit Option 2, the per \$1,000 of Specified Amount charge will be the Death Benefit Option 2 guaranteed rates will apply for the remaining duration of the charge. If the death benefit option is changed from Death Benefit Option 2 to either Death Benefit Option 1 or 3, the applicable guaranteed rates will not change, the Death Benefit Option 2 rates will continue to apply.

Death Benefit Option 1 or 3:

[\$0.30] per \$1,000 on the first \$250,000 of Specified Amount

[\$0.10] per \$1,000 on the next \$250,000 of Specified Amount

[\$0.07] per \$1,000 in excess of \$500,000 of Specified Amount

Death Benefit Option 2:

[\$0.44] per \$1,000 on the first \$250,000 of Specified Amount

[\$0.24] per \$1,000 on the next \$250,000 of Specified Amount

[\$0.20] per \$1,000 in excess of \$500,000 of Specified Amount

Guaranteed Maximum Premium Load: 6% in all Policy Years.

Guaranteed Maximum Mortality and Expense Risk Charge:

All Policy Years

| <u>Annual Rate</u> | <u>Monthly Charge*</u> |
|--------------------|------------------------|
| 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.

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

Insured [John Doe]

Policy Number

[B500000000]

Table of Guaranteed Maximum Monthly Cost of Insurance Rate per \$1,000 of Net Amount at Risk

Specified Amount: [\$100,000]

Effective Date of Coverage: [7/1/2008]

| Attained Age | Rate | Attained Age | Rate | Attained Age | Rate |
|--------------|---------|--------------|---------|--------------|----------|
| 0 | 0.08087 | 41 | 0.13176 | 80 | 5.83980 |
| 1 | 0.04668 | 42 | 0.14428 | 81 | 6.55095 |
| 2 | 0.03251 | 43 | 0.15847 | 82 | 7.29756 |
| 3 | 0.02250 | 44 | 0.17517 | 83 | 8.10961 |
| 4 | 0.01750 | 45 | 0.19437 | 84 | 9.01738 |
| 5 | 0.01750 | 46 | 0.21275 | 85 | 10.04235 |
| 6 | 0.01834 | 47 | 0.23280 | 86 | 11.19223 |
| 7 | 0.01834 | 48 | 0.24450 | 87 | 12.46504 |
| 8 | 0.01834 | 49 | 0.25787 | 88 | 13.84938 |
| 9 | 0.01917 | 50 | 0.27709 | 89 | 15.33342 |
| 10 | 0.01917 | 51 | 0.29966 | 90 | 16.90881 |
| 11 | 0.02250 | 52 | 0.33060 | 91 | 18.41631 |
| 12 | 0.02750 | 53 | 0.36406 | 92 | 20.01527 |
| 13 | 0.03251 | 54 | 0.40674 | 93 | 21.73361 |
| 14 | 0.03918 | 55 | 0.45949 | 94 | 23.58543 |
| 15 | 0.05085 | 56 | 0.51311 | 95 | 25.57306 |
| 16 | 0.06169 | 57 | 0.57096 | 96 | 27.43188 |
| 17 | 0.07253 | 58 | 0.62045 | 97 | 29.45788 |
| 18 | 0.07670 | 59 | 0.67752 | 98 | 31.67269 |
| 19 | 0.07837 | 60 | 0.74639 | 99 | 34.09954 |
| 20 | 0.07920 | 61 | 0.83045 | 100 | 36.77137 |
| 21 | 0.07920 | 62 | 0.93311 | 101 | 38.95131 |
| 22 | 0.07920 | 63 | 1.04853 | 102 | 41.33540 |
| 23 | 0.08004 | 64 | 1.17000 | 103 | 43.94625 |
| 24 | 0.08087 | 65 | 1.29840 | 104 | 46.81288 |
| 25 | 0.08170 | 66 | 1.42867 | 105 | 49.92533 |
| 26 | 0.08504 | 67 | 1.56083 | 106 | 53.36259 |
| 27 | 0.08921 | 68 | 1.70337 | 107 | 57.17347 |
| 28 | 0.08754 | 69 | 1.85123 | 108 | 61.41905 |
| 29 | 0.08587 | 70 | 2.03086 | 109 | 66.17321 |
| 30 | 0.08504 | 71 | 2.23220 | 110 | 71.52939 |
| 31 | 0.08421 | 72 | 2.49735 | 111 | 77.61672 |
| 32 | 0.08421 | 73 | 2.77788 | 112 | 83.33333 |
| 33 | 0.08671 | 74 | 3.07394 | 113 | 83.33333 |
| 35 | 0.09088 | 75 | 3.39865 | 114 | 83.33333 |
| 36 | 0.09588 | 76 | 3.75405 | 115 | 83.33333 |
| 37 | 0.10006 | 77 | 4.16842 | 116 | 83.33333 |
| 38 | 0.10756 | 78 | 4.65484 | 117 | 83.33333 |
| 39 | 0.11424 | 79 | 5.21978 | 118 | 83.33333 |
| 40 | 0.12175 | | | 119 | 83.33333 |

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 and the monthly flat extra amount, if any.

NONFORFEITURE

Basis of Computation

Mortality: Commissioners 2001 [Male] [Non-smoker] [Standard] Ordinary Mortality Table, Age Nearest Birthday.

Interest: 3.00% annual effective rate.

Insured [John Doe]

Policy Number [B500000000]

Table of Surrender Charges:

Specified Amount: [\$100,000] **Effective Date of Coverage:** [7/1/2008]

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

| | |
|-----|-------------|
| 1 | [\$1378.94] |
| 2 | [\$1378.94] |
| 3 | [\$1378.94] |
| 4 | [\$1378.94] |
| 5 | [\$1310.00] |
| 6 | [\$1172.10] |
| 7 | [\$965.26] |
| 8 | [\$717.05] |
| 9 | [\$413.68] |
| 10 | [\$114.45] |
| 11+ | [\$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 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 Net 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

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 all Policy Years. (effective daily rate of 0.0080986%)

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.

| Attained Age | Applicable Percentages | Attained Age | Applicable Percentages |
|--------------|------------------------|--------------|------------------------|
| [0-40] | [250%] | [70] | [115%] |
| [41] | [243%] | [71] | [113%] |
| [42] | [236%] | [72] | [111%] |
| [43] | [229%] | [73] | [109%] |
| [44] | [222%] | [74] | [107%] |
| [45] | [215%] | [75] | [105%] |
| [46] | [209%] | [76] | [105%] |
| [47] | [203%] | [77] | [105%] |
| [48] | [197%] | [78] | [105%] |
| [49] | [191%] | [79] | [105%] |
| [50] | [185%] | [80] | [105%] |
| [51] | [178%] | [81] | [105%] |
| [52] | [171%] | [82] | [105%] |
| [53] | [164%] | [83] | [105%] |
| [54] | [157%] | [84] | [105%] |
| [55] | [150%] | [85] | [105%] |
| [56] | [146%] | [86] | [105%] |
| [57] | [142%] | [87] | [105%] |
| [58] | [138%] | [88] | [105%] |
| [59] | [134%] | [89] | [105%] |
| [60] | [130%] | [90] | [105%] |
| [61] | [128%] | [91] | [104%] |
| [62] | [126%] | [92] | [103%] |
| [63] | [124%] | [93] | [102%] |
| [64] | [122%] | [94] | [101%] |
| [65] | [120%] | [95] | [100%] |
| [66] | [119%] | [96] | [100%] |
| [67] | [118%] | [97] | [100%] |
| [68] | [117%] | [98] | [100%] |
| [69] | [116%] | [99] | [100%] |
| | | [100+] | [100%] |

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.

Spouse Life Insurance Rider
Monthly Cost of Insurance Rate Per \$1,000 of Rider Specified Amount
 Standard Rate Class
 [Non-Tobacco]

| Attained Age | Male | Female | Attained Age | Male | Female |
|--------------|------|--------|--------------|------|--------|
| 21 | 0.17 | 0.16 | 45 | 0.35 | 0.29 |
| 22 | 0.17 | 0.16 | 46 | 0.37 | 0.31 |
| 23 | 0.17 | 0.16 | 47 | 0.39 | 0.33 |
| 24 | 0.18 | 0.17 | 48 | 0.41 | 0.35 |
| | | | 49 | 0.44 | 0.36 |
| 25 | 0.18 | 0.17 | | | |
| 26 | 0.18 | 0.17 | 50 | 0.46 | 0.38 |
| 27 | 0.19 | 0.17 | 51 | 0.49 | 0.40 |
| 28 | 0.19 | 0.17 | 52 | 0.53 | 0.42 |
| 29 | 0.20 | 0.17 | 53 | 0.56 | 0.44 |
| | | | 54 | 0.60 | 0.47 |
| 30 | 0.20 | 0.18 | | | |
| 31 | 0.21 | 0.18 | 55 | 0.65 | 0.51 |
| 32 | 0.21 | 0.18 | 56 | 0.71 | 0.55 |
| 33 | 0.22 | 0.19 | 57 | 0.78 | 0.59 |
| 34 | 0.22 | 0.19 | 58 | 0.86 | 0.63 |
| | | | 59 | 0.95 | 0.67 |
| 35 | 0.23 | 0.20 | | | |
| 36 | 0.24 | 0.21 | 60 | 1.05 | 0.73 |
| 37 | 0.24 | 0.21 | 61 | 1.16 | 0.82 |
| 38 | 0.25 | 0.22 | 62 | 1.28 | 0.90 |
| 39 | 0.26 | 0.23 | 63 | 1.41 | 0.98 |
| | | | 64 | 1.55 | 1.06 |
| 40 | 0.27 | 0.24 | | | |
| 41 | 0.29 | 0.25 | 65 | 1.70 | 1.14 |
| 42 | 0.30 | 0.26 | 66 | 1.83 | 1.23 |
| 43 | 0.31 | 0.27 | 67 | 1.98 | 1.34 |
| 44 | 0.33 | 0.28 | 68 | 2.15 | 1.46 |
| | | | 69 | 2.33 | 1.60 |

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 and the monthly flat extra amount, if any.

Long Term Care Rider
Table of Guaranteed Rate Cost
Per \$1,000 of Net Amount at Risk Charge
 [Non-Tobacco]

| Attained Age | Male | Female | Attained Age | Male | Female |
|--------------|-------|--------|--------------|-------|--------|
| 21 | 0.026 | 0.027 | 61 | 0.183 | 0.204 |
| 22 | 0.026 | 0.027 | 62 | 0.195 | 0.219 |
| 23 | 0.026 | 0.027 | 63 | 0.209 | 0.233 |
| 24 | 0.026 | 0.027 | 64 | 0.221 | 0.248 |
| 25 | 0.026 | 0.027 | 65 | 0.234 | 0.263 |
| 26 | 0.026 | 0.027 | 66 | 0.246 | 0.276 |
| 27 | 0.026 | 0.027 | 67 | 0.260 | 0.290 |
| 28 | 0.027 | 0.029 | 68 | 0.272 | 0.303 |
| 29 | 0.027 | 0.029 | 69 | 0.284 | 0.317 |
| 30 | 0.027 | 0.029 | 70 | 0.297 | 0.330 |
| 31 | 0.027 | 0.029 | 71 | 0.309 | 0.344 |
| 32 | 0.027 | 0.030 | 72 | 0.323 | 0.357 |
| 33 | 0.029 | 0.030 | 73 | 0.335 | 0.371 |
| 34 | 0.029 | 0.030 | 74 | 0.348 | 0.384 |
| 35 | 0.029 | 0.032 | 75 | 0.360 | 0.398 |
| 36 | 0.030 | 0.033 | 76 | 0.368 | 0.402 |
| 37 | 0.033 | 0.036 | 77 | 0.429 | 0.452 |
| 38 | 0.035 | 0.039 | 78 | 0.492 | 0.510 |
| 39 | 0.036 | 0.042 | 79 | 0.554 | 0.566 |
| 40 | 0.039 | 0.045 | 80 | 0.687 | 0.738 |
| 41 | 0.041 | 0.047 | 81 | 0.806 | 0.875 |
| 42 | 0.044 | 0.050 | 82 | 0.939 | 1.008 |
| 43 | 0.045 | 0.053 | 83 | 1.077 | 1.209 |
| 44 | 0.047 | 0.056 | 84 | 1.169 | 1.293 |
| 45 | 0.050 | 0.057 | 85 | 1.260 | 1.376 |
| 46 | 0.056 | 0.065 | 86 | 1.350 | 1.464 |
| 47 | 0.060 | 0.071 | 87 | 1.442 | 1.556 |
| 48 | 0.066 | 0.077 | 88 | 1.533 | 1.653 |
| 49 | 0.072 | 0.083 | 89 | 1.623 | 1.755 |
| 50 | 0.078 | 0.089 | 90 | 1.715 | 1.863 |
| 51 | 0.084 | 0.095 | 91 | 1.806 | 1.977 |
| 52 | 0.089 | 0.101 | 92 | 1.896 | 2.097 |
| 53 | 0.095 | 0.107 | 93 | 1.988 | 2.225 |
| 54 | 0.101 | 0.113 | 94 | 2.079 | 2.358 |
| 55 | 0.107 | 0.119 | 95 | 2.169 | 2.501 |
| 56 | 0.119 | 0.134 | 96 | 2.261 | 2.649 |
| 57 | 0.132 | 0.147 | 97 | 2.352 | 2.798 |
| 58 | 0.144 | 0.162 | 98 | 2.444 | 2.946 |
| 59 | 0.158 | 0.176 | 99 | 2.535 | 3.095 |
| 60 | 0.170 | 0.191 | | | |

Additional Term Insurance Rider
Guaranteed Maximum Monthly Cost of Insurance Rate Per \$1,000 of Rider Death Benefit
 Standard Rate Class
 [Non-Tobacco]

| Attained Age | Rate | Attained Age | Rate | Attained Age | Rate |
|---------------------|-------------|---------------------|-------------|---------------------|-------------|
| 0 | 0.08087 | 40 | 0.12175 | 80 | 5.83980 |
| 1 | 0.04668 | 41 | 0.13176 | 81 | 6.55095 |
| 2 | 0.03251 | 42 | 0.14428 | 82 | 7.29756 |
| 3 | 0.02250 | 43 | 0.15847 | 83 | 8.10961 |
| 4 | 0.01750 | 44 | 0.17517 | 84 | 9.01738 |
| 5 | 0.01750 | 45 | 0.19437 | 85 | 10.04235 |
| 6 | 0.01834 | 46 | 0.21275 | 86 | 11.19223 |
| 7 | 0.01834 | 47 | 0.23280 | 87 | 12.46504 |
| 8 | 0.01834 | 48 | 0.24450 | 88 | 13.84938 |
| 9 | 0.01917 | 49 | 0.25787 | 89 | 15.33342 |
| 10 | 0.01917 | 50 | 0.27709 | 90 | 16.90881 |
| 11 | 0.02250 | 51 | 0.29966 | 91 | 18.41631 |
| 12 | 0.02750 | 52 | 0.33060 | 92 | 20.01527 |
| 13 | 0.03251 | 53 | 0.36406 | 93 | 21.73361 |
| 14 | 0.03918 | 54 | 0.40674 | 94 | 23.58543 |
| 15 | 0.05085 | 55 | 0.45949 | 95 | 25.57306 |
| 16 | 0.06169 | 56 | 0.51311 | 96 | 27.43188 |
| 17 | 0.07253 | 57 | 0.57096 | 97 | 29.45788 |
| 18 | 0.07670 | 58 | 0.62045 | 98 | 31.67269 |
| 19 | 0.07837 | 59 | 0.67752 | 99 | 34.09954 |
| 20 | 0.07920 | 60 | 0.74639 | 100 | 36.77137 |
| 21 | 0.07920 | 61 | 0.83045 | 101 | 38.95131 |
| 22 | 0.07920 | 62 | 0.93311 | 102 | 41.33540 |
| 23 | 0.08004 | 63 | 1.04853 | 103 | 43.94625 |
| 24 | 0.08087 | 64 | 1.17000 | 104 | 46.81288 |
| 25 | 0.08170 | 65 | 1.2984 | 105 | 49.92533 |
| 26 | 0.08504 | 66 | 1.42867 | 106 | 53.36259 |
| 27 | 0.08921 | 67 | 1.56083 | 107 | 57.17347 |
| 28 | 0.08754 | 68 | 1.70337 | 108 | 61.41905 |
| 29 | 0.08587 | 69 | 1.85123 | 109 | 66.17321 |
| 30 | 0.08504 | 70 | 2.03086 | 110 | 71.52939 |
| 31 | 0.08421 | 71 | 2.23220 | 111 | 77.61672 |
| 32 | 0.08421 | 72 | 2.49735 | 112 | 83.33333 |
| 33 | 0.08671 | 73 | 2.77788 | 113 | 83.33333 |
| 34 | 0.08838 | 74 | 3.07394 | 114 | 83.33333 |
| 35 | 0.09088 | 75 | 3.39865 | 115 | 83.33333 |
| 36 | 0.09588 | 76 | 3.75405 | 116 | 83.33333 |
| 37 | 0.10006 | 77 | 4.16842 | 117 | 83.33333 |
| 38 | 0.10756 | 78 | 4.65484 | 118 | 83.33333 |
| 39 | 0.11424 | 79 | 5.21978 | 119 | 83.33333 |

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 and the monthly flat extra amount, if any.

Investment Options and Allocation of Net Premiums Paid

Variable Account: Nationwide VLI 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 Provision 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 AND CANCEL" Period | After "RIGHT TO EXAMINE AND CANCEL" 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 Inflation Protection Fund – Class II | 0% | 0% |
| American Century VP Mid Cap Value Fund – Class I | 0% | 0% |
| American Century VP Value Fund – Class I | 0% | 0% |
| American Funds Asset Allocation Fund NVIT – Class II | 0% | 0% |
| American Funds Bond Fund NVIT – Class II | 0% | 0% |
| American Funds Global Growth Fund NVIT – Class II | 0% | 0% |
| American Funds Growth Fund NVIT – Class II | 0% | 0% |
| American Funds Growth-Income Fund NVIT – Class II | 0% | 0% |
| Dreyfus IP Small Cap Stock Index Portfolio – Service Shares | 0% | 0% |
| Dreyfus Stock Index Fund – Initial Shares | 0% | 40% |
| Dreyfus VIF Appreciation Portfolio – Initial Shares | 0% | 0% |
| Federated NVIT High Income Bond Fund – Class III | 0% | 0% |
| Fidelity VIP Equity-Income Portfolio – Service Class | 0% | 0% |
| Fidelity VIP Growth Portfolio – Service Class | 0% | 0% |
| Fidelity VIP Investment Grade Bond Portfolio – Service Class | 0% | 0% |
| Fidelity VIP Mid Cap Portfolio – Service Class | 0% | 0% |
| Fidelity VIP Energy Portfolio – Service Class 2 | 0% | 0% |
| Fidelity VIP Freedom Fund 2010 Portfolio – Service Class | 0% | 0% |
| Fidelity VIP Freedom Fund 2020 Portfolio – Service Class | 0% | 0% |
| Fidelity VIP Freedom Fund 2030 Portfolio – Service Class | 0% | 0% |
| Fidelity VIP Overseas Portfolio – Service Class R | 0% | 0% |
| Franklin Founding Funds Allocation Fund - Class 2 | 0% | 0% |
| Franklin Templeton VIPT Foreign Securities Fund – Class 3 | 0% | 0% |
| Franklin Templeton VIPT Global Income Securities Fund – Class 3 | 0% | 0% |
| Franklin Templeton VIPT Income Securities Fund – Class 2 | 0% | 0% |
| Franklin Templeton VIPT Small Cap Value Securities Fund – Class I | 0% | 0% |
| Gartmore NVIT International Equity Fund - Class VI | 0% | 0% |
| Janus Aspen Forty Portfolio – Service Shares | 0% | 0% |
| Janus Aspen International Growth Portfolio – Service II Shares | 0% | 0% |
| Lehman Brothers NVIT Core Plus Bond Fund - Class I | 0% | 0% |
| Lehman Brothers AMT Short Duration Bond Portfolio – I Class | 0% | 0% |
| MFS® VIT Value Series – Initial Class | 0% | 0% |
| Nationwide NVIT Gartmore Emerging Markets Fund – Class III | 0% | 0% |
| Nationwide NVIT Cardinal Aggressive Fund - Class I | 0% | 0% |
| Nationwide NVIT Cardinal Balanced Fund - Class I | 0% | 0% |
| Nationwide NVIT Cardinal Capital Appreciation Fund - Class I | 0% | 0% |
| Nationwide NVIT Cardinal Conservative Fund - Class I | 0% | 0% |
| Nationwide NVIT Cardinal Moderate Fund - Class I | 0% | 0% |
| Nationwide NVIT Cardinal Moderately Aggressive Fund - Class I | 0% | 0% |
| Nationwide NVIT Cardinal Moderately Conservative Fund - Class I | 0% | 0% |
| Nationwide NVIT Core Bond Fund - Class I | 0% | 0% |

Insured [John Doe]

Policy Number

[B500000000]

Fund Allocation Factors

| | <u>During "RIGHT TO EXAMINE AND CANCEL" Period</u> | <u>After "RIGHT TO EXAMINE AND CANCEL" Period</u> |
|---|--|---|
| Nationwide NVIT Government Bond Fund – Class I | 0% | 0% |
| Nationwide NVIT Health Sciences Fund-Class III | 0% | 0% |
| Nationwide NVIT International Index Fund – Class VI | 0% | 0% |
| Nationwide NVIT International Value Fund (Multi Managers) – Class III | 0% | 0% |
| Nationwide NVIT Investor Destinations Aggressive Fund – Class II | 0% | 50% |
| Nationwide NVIT Investor Destinations Conservative Fund – Class II | 0% | 0% |
| Nationwide NVIT Investor Destinations Moderate Fund – Class II | 0% | 0% |
| Nationwide NVIT Investor Destinations Moderately Aggressive Fund – Class II | 0% | 0% |
| Nationwide NVIT Investor Destinations Moderately Conservative Fund – Class II | 0% | 0% |
| Nationwide NVIT Mid Cap Growth Fund – Class I | 0% | 0% |
| Nationwide NVIT Mid Cap Index Fund – Class I | 0% | 0% |
| Nationwide NVIT Money Market Fund – Class I | 100% | 0% |
| Nationwide NVIT Multi-Managers International Growth Fund - Class III | 0% | 0% |
| Nationwide NVIT Multi-Managers Large Cap Growth Fund - Class I | 0% | 0% |
| Nationwide NVIT Multi-Managers Large Cap Value Fund - Class I | 0% | 0% |
| Nationwide NVIT Multi-Managers Mid Cap Growth Fund - Class I | 0% | 0% |
| Nationwide NVIT Multi-Managers Mid Cap Value Fund - Class II | 0% | 0% |
| Nationwide NVIT Nationwide® Fund – Class I | 0% | 0% |
| Nationwide NVIT Short Term Bond Fund - Class II | 0% | 10% |
| Nationwide NVIT Multi Managers Small Cap Growth Fund – Class I | 0% | 0% |
| Nationwide NVIT Multi Managers Small Cap Value Fund – Class I | 0% | 0% |
| Nationwide NVIT Multi Managers Small Company Fund – Class I | 0% | 0% |
| Nationwide NVIT Technology & Communications Fund – Class III | 0% | 0% |
| Nationwide NVIT US Growth Leaders 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% |
| 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 Small Cap Fund®/VA – Non-Service Shares | 0% | 0% |
| Oppenheimer Main Street® 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% |
| Van Kampen UIF Core Plus Fixed Income Portfolio – Class I | 0% | 0% |
| Nationwide NVIT Van Kampen Comstock Value Fund – Class I | 0% | 0% |
| Nationwide NVIT Van Kampen Multi Sector Bond Fund – Class I | 0% | 0% |
| Nationwide NVIT Van Kampen Real Estate Fund - Class I | 0% | 0% |
| Nationwide Fixed Account | 0% | 0% |
| Total | 100% | 100% |

Insured [John Doe]

Policy Number [B500000000]

Fund Allocation Factors

| | During "RIGHT TO EXAMINE AND CANCEL" Period | After "RIGHT TO EXAMINE AND CANCEL" Period |
|--|--|---|
| W&R Asset Strategy Portfolio | 0% | 20% |
| W&R Balanced Portfolio | 0% | 0% |
| W&R Bond Portfolio | 0% | 0% |
| W&R Core Equity Portfolio | 0% | 0% |
| W&R Dividend Income Portfolio | 0% | 0% |
| W&R Energy Portfolio | 0% | 50% |
| W&R Global Natural Resources Portfolio | 0% | 0% |
| W&R Growth Portfolio | 0% | 0% |
| W&R High Income Portfolio | 0% | 0% |
| W&R International Growth Portfolio | 0% | 0% |
| W&R International Value Portfolio | 0% | 30% |
| W&R Micro Cap Growth Portfolio | 0% | 0% |
| W&R Mid Cap Growth Portfolio | 0% | 0% |
| W&R Money Market Portfolio | 0% | 0% |
| W&R Mortgage Securities Portfolio | 0% | 0% |
| W&R Pathfinder Aggressive Portfolio | 0% | 0% |
| W&R Pathfinder Conservative Portfolio | 0% | 0% |
| W&R Pathfinder Moderate Portfolio | 100% | 0% |
| W&R Pathfinder Moderately Aggressive Portfolio | 0% | 0% |
| W&R Pathfinder Moderately Conservative Portfolio | 0% | 0% |
| W&R Real Estate Securities Portfolio | 0% | 0% |
| W&R Science and Technology Portfolio | 0% | 0% |
| W&R Small Cap Growth Portfolio | 0% | 0% |
| W&R Small Cap Value Portfolio | 0% | 0% |
| W&R Value Fund | 0% | 0% |
| Nationwide Fixed Account | 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.

Forms: NWLA-440-M2

Riders: NWLA-414-M2, NWLA-415-AO, NWLA-416-M2, NWLA-419-AO, NWLA-421-AO

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 INFORMATION

| | | | |
|------------------------|--------------|---------------------|---|
| Policy Owner: | [John Doe] | Policy Date: | [July 1, 2008] |
| Policy Number: | [N000000000] | Policy Type: | Flexible Premium |
| State of Issue: | [Any state] | | Adjustable Variable Universal Life Insurance Policy, Non- Participating |

INSURED'S INFORMATION

| | | | |
|-------------------|------------|--------------------|---------------|
| Insured: | [John Doe] | Rate Type: | [Non-Tobacco] |
| Sex: | [Unisex] | Rate Class: | [Standard] |
| Issue Age: | [35] | | |

PREMIUM INFORMATION*

| | | | |
|---|------------|---|---------------------------------|
| Minimum Initial Premium: | [\$147.90] | Minimum Additional Premium Payment: | \$50.00 |
| Planned Premium Payment: | [\$512.21] | Planned Premium Payment Frequency: | [Annual] |
| Monthly Death Benefit Guarantee Premium**: | [\$73.95] | Death Benefit Guarantee Period: | 5 years from the Policy Date |

*Refer to the Schedule of Benefits section for any applicable Rate Class Multiple and/or Monthly Flat Extra charges.

**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 Death Benefit Guarantee Premium is a value used to determine whether this Policy is eligible for continuation if the Cash Surrender Value is insufficient to pay the monthly deductions and any other charges during the Death Benefit Guarantee Period. Please refer to the Guaranteed Policy Continuation section of the Policy for details on how this information is used and impacts your Policy or contact us for additional information.

Insured [John Doe]

Policy Number [B500000000]

POLICY COVERAGE INFORMATION

Specified Amount: [\$100,000]
[Additional Term Insurance Rider Specified Amount: [\$150,000]
Total Specified Amount: [\$250,000]
Minimum Specified Amount: [\$100,000]
Maturity Date*: [July 1, 2093]

Death Benefit Option Elected: [1]
[Death Benefit Option 3 Interest Rate: [N/A]
Death Benefit Option 3 Maximum Increase: [N/A]]
Internal Revenue Code Life Insurance Qualification Test: [Guideline Premium/Cash Value Corridor] Test

Non-Guaranteed Persistency Credit:**

Eligibility Date: [1/1/2019] Maximum Persistency Credit Percentage: [0.0208%]

*Coverage may expire prior to the Maturity Date if Premiums paid and interest credited 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.

**Payment of a persistency credit is not guaranteed. The Maximum Persistency Credit Percentage represents the percentage we expect to apply monthly if a persistency credit is paid. If paid, the actual percentage may be lower.

Schedule of Benefits

| Form Number | Benefit | Specified Amount | Coverage | |
|----------------------|--|---------------------------|-------------|-------------|
| | | | Start Date | End Date*** |
| NWLA-440-M2 | Flexible Premium Adjustable Variable Universal Life | | | |
| | Initial Specified Amount | [\$100,000] | [7/1/2008] | [7/1/2093] |
| | Sex: | [Unisex] | | |
| | Issue Age: | [35] | | |
| | Rate Type: | [Non-Tobacco] | | |
| | Rate Class: | [Standard] | | |
| | Rate Class Multiple: | [1.00] | | |
| | Monthly Flat Extras: | [\$ / None] | [0/0/0000] | [0/0/0000] |
| | Monthly Flat Extras: | [\$ / None] | [0/0/0000] | [0/0/0000] |
| | [Flexible Premium Adjustable Variable Universal Life | Specified Amount Increase | [\$000,000] | [7/1/2009] |
| Sex: | [Unisex] | | | |
| Attained Age: | [36] | | | |
| Rate Class: | [Standard] | | | |
| Rate Type: | [Non-Tobacco] | | | |
| Rate Class Multiple: | [1.00] | | | |
| Monthly Flat Extras: | [\$ / None] | [0/0/0000] | [0/0/0000] | |
| Monthly Flat Extras: | [\$ / None]] | [0/0/0000] | [0/0/0000]] | |

***Coverage may expire prior to the dates shown if the Premium requirements in the Guaranteed Policy Continuation section of the Policy. Refer to the "Grace Period, Guaranteed Policy Continuation, and Reinstatement Provision" for additional information.

| Insured | [John Doe] | Policy Number | [B500000000] | |
|----------------|---|----------------------|---------------------|-------------|
| [NWLA-421-AO] | Waiver of Monthly Deductions Rider Rate Class Multiple: [X]] | | [7/1/2008] | [7/1/2008] |
| [NWLA-415-AO] | Adjusted Sales Load Rider Rider Adjustment Percentage: [X%] Rider Adjustment Period: [Y years] Rider Charge Period: [Z years]] | | [7/1/2008] | [7/1/2008] |
| [NWLA-414-AO] | Additional Term Insurance Rider: Attained Age [35] Rate Class Multiple: [X] Rate Class: [Standard] Rate Type: [Non-Tobacco] Monthly Flat Extra: [None] Monthly Flat Extra: [None] | [\$150,000] | [7/1/2008] | [7/1/2008] |
| [NWLA-419-AO] | Overloan Lapse Protection Rider: | | [7/1/2008] | [7/1/2008]] |
| [NWLA-416-M2] | Change of Insured Rider | | [7/1/2008] | [7/1/2008]] |

Insured [John Doe]

Policy Number

[B500000000]

MONTHLY CHARGES AND DEDUCTIONS

Guaranteed Maximum Administrative Charges

Monthly Flat Charge:

First Policy Year: \$25.00

All subsequent Policy Years: \$10.00

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

The Monthly Charge per \$1,000 of Specified Amount is \$0.00 after ten full Policy Years following the issuance of the Policy or any increase in Specified Amount. If during these ten years, the Death Benefit is changed from Death Benefit Option 1 or 3 to Death Benefit Option 2, the per \$1,000 of Specified Amount charge will be the Death Benefit Option 2 guaranteed rates will apply for the remaining duration of the charge. If the death benefit option is changed from Death Benefit Option 2 to either Death Benefit Option 1 or 3, the applicable guaranteed rates will not change, the Death Benefit Option 2 rates will continue to apply.

Death Benefit Option 1 or 3:

[\$0.30] per \$1,000 on the first \$250,000 of Specified Amount

[\$0.10] per \$1,000 on the next \$250,000 of Specified Amount

[\$0.07] per \$1,000 in excess of \$500,000 of Specified Amount

Death Benefit Option 2:

[\$0.44] per \$1,000 on the first \$250,000 of Specified Amount

[\$0.24] per \$1,000 on the next \$250,000 of Specified Amount

[\$0.20] per \$1,000 in excess of \$500,000 of Specified Amount

Guaranteed Maximum Premium Load: 6% in all Policy Years.

Guaranteed Maximum Mortality and Expense Risk Charge:

All Policy Years

| <u>Annual Rate</u> | <u>Monthly Charge*</u> |
|--------------------|------------------------|
| 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.

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

Insured [John Doe]

Policy Number

[B500000000]

Table of Guaranteed Maximum Monthly Cost of Insurance Rate per \$1,000 of Net Amount at Risk
Specified Amount: [\$100,000] Effective Date of Coverage: [7/1/2008]

| Attained Age | Rate | Attained Age | Rate | Attained Age | Rate |
|--------------|---------|--------------|---------|--------------|----------|
| 0 | 0.08087 | 41 | 0.13176 | 80 | 5.83980 |
| 1 | 0.04668 | 42 | 0.14428 | 81 | 6.55095 |
| 2 | 0.03251 | 43 | 0.15847 | 82 | 7.29756 |
| 3 | 0.02250 | 44 | 0.17517 | 83 | 8.10961 |
| 4 | 0.01750 | 45 | 0.19437 | 84 | 9.01738 |
| 5 | 0.01750 | 46 | 0.21275 | 85 | 10.04235 |
| 6 | 0.01834 | 47 | 0.23280 | 86 | 11.19223 |
| 7 | 0.01834 | 48 | 0.24450 | 87 | 12.46504 |
| 8 | 0.01834 | 49 | 0.25787 | 88 | 13.84938 |
| 9 | 0.01917 | 50 | 0.27709 | 89 | 15.33342 |
| 10 | 0.01917 | 51 | 0.29966 | 90 | 16.90881 |
| 11 | 0.02250 | 52 | 0.33060 | 91 | 18.41631 |
| 12 | 0.02750 | 53 | 0.36406 | 92 | 20.01527 |
| 13 | 0.03251 | 54 | 0.40674 | 93 | 21.73361 |
| 14 | 0.03918 | 55 | 0.45949 | 94 | 23.58543 |
| 15 | 0.05085 | 56 | 0.51311 | 95 | 25.57306 |
| 16 | 0.06169 | 57 | 0.57096 | 96 | 27.43188 |
| 17 | 0.07253 | 58 | 0.62045 | 97 | 29.45788 |
| 18 | 0.07670 | 59 | 0.67752 | 98 | 31.67269 |
| 19 | 0.07837 | 60 | 0.74639 | 99 | 34.09954 |
| 20 | 0.07920 | 61 | 0.83045 | 100 | 36.77137 |
| 21 | 0.07920 | 62 | 0.93311 | 101 | 38.95131 |
| 22 | 0.07920 | 63 | 1.04853 | 102 | 41.33540 |
| 23 | 0.08004 | 64 | 1.17000 | 103 | 43.94625 |
| 24 | 0.08087 | 65 | 1.29840 | 104 | 46.81288 |
| 25 | 0.08170 | 66 | 1.42867 | 105 | 49.92533 |
| 26 | 0.08504 | 67 | 1.56083 | 106 | 53.36259 |
| 27 | 0.08921 | 68 | 1.70337 | 107 | 57.17347 |
| 28 | 0.08754 | 69 | 1.85123 | 108 | 61.41905 |
| 29 | 0.08587 | 70 | 2.03086 | 109 | 66.17321 |
| 30 | 0.08504 | 71 | 2.23220 | 110 | 71.52939 |
| 31 | 0.08421 | 72 | 2.49735 | 111 | 77.61672 |
| 32 | 0.08421 | 73 | 2.77788 | 112 | 83.33333 |
| 33 | 0.08671 | 74 | 3.07394 | 113 | 83.33333 |
| 35 | 0.09088 | 75 | 3.39865 | 114 | 83.33333 |
| 36 | 0.09588 | 76 | 3.75405 | 115 | 83.33333 |
| 37 | 0.10006 | 77 | 4.16842 | 116 | 83.33333 |
| 38 | 0.10756 | 78 | 4.65484 | 117 | 83.33333 |
| 39 | 0.11424 | 79 | 5.21978 | 118 | 83.33333 |
| 40 | 0.12175 | | | 119 | 83.33333 |

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 and the monthly flat extra amount, if any.

NONFORFEITURE

Basis of Computation

Mortality: Commissioners 2001 Male [Non-smoker] [Standard] Ordinary Mortality Table, Age Nearest Birthday.

Interest: 3.00% annual effective rate.

Insured [John Doe]

Policy Number [B500000000]

Table of Surrender Charges:

Specified Amount: [\$100,000] **Effective Date of Coverage:** [7/1/2008]

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

| | |
|-----|-------------|
| 1 | [\$1355.62] |
| 2 | [\$1355.62] |
| 3 | [\$1355.62] |
| 4 | [\$1355.62] |
| 5 | [\$1287.84] |
| 6 | [\$1152.28] |
| 7 | [\$948.94] |
| 8 | [\$704.92] |
| 9 | [\$406.69] |
| 10 | [\$112.52] |
| 11+ | [\$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 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 Net 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

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 all Policy Years. (effective daily rate of 0.0080986%)

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.

| Attained Age | Applicable Percentages | Attained Age | Applicable Percentages |
|--------------|------------------------|--------------|------------------------|
| [0-40] | [250%] | [70] | [115%] |
| [41] | [243%] | [71] | [113%] |
| [42] | [236%] | [72] | [111%] |
| [43] | [229%] | [73] | [109%] |
| [44] | [222%] | [74] | [107%] |
| [45] | [215%] | [75] | [105%] |
| [46] | [209%] | [76] | [105%] |
| [47] | [203%] | [77] | [105%] |
| [48] | [197%] | [78] | [105%] |
| [49] | [191%] | [79] | [105%] |
| [50] | [185%] | [80] | [105%] |
| [51] | [178%] | [81] | [105%] |
| [52] | [171%] | [82] | [105%] |
| [53] | [164%] | [83] | [105%] |
| [54] | [157%] | [84] | [105%] |
| [55] | [150%] | [85] | [105%] |
| [56] | [146%] | [86] | [105%] |
| [57] | [142%] | [87] | [105%] |
| [58] | [138%] | [88] | [105%] |
| [59] | [134%] | [89] | [105%] |
| [60] | [130%] | [90] | [105%] |
| [61] | [128%] | [91] | [104%] |
| [62] | [126%] | [92] | [103%] |
| [63] | [124%] | [93] | [102%] |
| [64] | [122%] | [94] | [101%] |
| [65] | [120%] | [95] | [100%] |
| [66] | [119%] | [96] | [100%] |
| [67] | [118%] | [97] | [100%] |
| [68] | [117%] | [98] | [100%] |
| [69] | [116%] | [99] | [100%] |
| | | [100+] | [100%] |

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 | | |
|----------------------------|-------------------------|--------|--------|----------------------------|-------------------------|--------|--------|----------------------------|-------------------------|--------|--------|
| | 10 | 15 | 20 | | 10 | 15 | 20 | | 10 | 15 | 20 |
| Unisex | | | | Unisex | | | | Unisex | | | |
| 0 | \$2.26 | \$2.26 | \$2.26 | 35 | \$2.65 | \$2.65 | \$2.65 | 70 | \$4.54 | 4.43 | 4.26 |
| 1 | \$2.26 | \$2.26 | \$2.26 | 36 | \$2.68 | \$2.67 | \$2.67 | 71 | \$4.67 | 4.54 | 4.34 |
| 2 | \$2.27 | \$2.27 | \$2.27 | 37 | \$2.70 | \$2.70 | \$2.69 | 72 | \$4.80 | 4.64 | 4.42 |
| 3 | \$2.27 | \$2.27 | \$2.27 | 38 | \$2.72 | \$2.72 | \$2.72 | 73 | \$4.94 | 4.76 | 4.50 |
| 4 | \$2.28 | \$2.28 | \$2.28 | 39 | \$2.74 | \$2.74 | \$2.74 | 74 | \$5.08 | 4.87 | 4.58 |
| 5 | \$2.29 | \$2.29 | \$2.29 | 40 | \$2.77 | \$2.77 | \$2.76 | 75 | \$5.24 | \$4.99 | \$4.66 |
| 6 | \$2.29 | \$2.29 | \$2.29 | 41 | \$2.80 | \$2.79 | \$2.79 | 76 | \$5.40 | \$5.11 | \$4.73 |
| 7 | \$2.30 | \$2.30 | \$2.30 | 42 | \$2.82 | \$2.82 | \$2.82 | 77 | \$5.57 | \$5.23 | \$4.80 |
| 8 | \$2.31 | \$2.31 | \$2.31 | 43 | \$2.85 | \$2.85 | \$2.84 | 78 | \$5.75 | \$5.36 | \$4.86 |
| 9 | \$2.32 | \$2.32 | \$2.31 | 44 | \$2.88 | \$2.88 | \$2.87 | 79 | \$5.94 | \$5.48 | \$4.92 |
| 10 | \$2.32 | \$2.32 | \$2.32 | 45 | \$2.92 | \$2.91 | \$2.90 | 80 | \$6.13 | \$5.60 | \$4.98 |
| 11 | \$2.33 | \$2.33 | \$2.33 | 46 | \$2.95 | \$2.94 | \$2.94 | 81 | \$6.33 | \$5.72 | \$5.03 |
| 12 | \$2.34 | \$2.34 | \$2.34 | 47 | \$2.98 | \$2.98 | \$2.97 | 82 | \$6.54 | \$5.83 | \$5.08 |
| 13 | \$2.35 | \$2.35 | \$2.35 | 48 | \$3.02 | \$3.01 | \$3.00 | 83 | \$6.75 | \$5.93 | \$5.12 |
| 14 | \$2.36 | \$2.36 | \$2.36 | 49 | \$3.06 | \$3.05 | \$3.04 | 84 | \$6.96 | \$6.03 | \$5.15 |
| 15 | \$2.37 | \$2.37 | \$2.37 | 50 | \$3.10 | \$3.09 | \$3.08 | 85 | \$7.18 | \$6.12 | \$5.18 |
| 16 | \$2.38 | \$2.38 | \$2.38 | 51 | \$3.14 | \$3.13 | \$3.12 | 86 | \$7.39 | \$6.21 | \$5.20 |
| 17 | \$2.39 | \$2.39 | \$2.39 | 52 | \$3.18 | \$3.17 | \$3.16 | 87 | \$7.60 | \$6.28 | \$5.22 |
| 18 | \$2.40 | \$2.40 | \$2.40 | 53 | \$3.23 | \$3.22 | \$3.20 | 88 | \$7.80 | \$6.35 | \$5.24 |
| 19 | \$2.41 | \$2.41 | \$2.41 | 54 | \$3.28 | \$3.27 | \$3.25 | 89 | \$7.99 | \$6.41 | \$5.25 |
| 20 | \$2.42 | \$2.42 | \$2.42 | 55 | \$3.33 | \$3.32 | \$3.29 | 90 | \$8.17 | \$6.46 | \$5.26 |
| 21 | \$2.43 | \$2.43 | \$2.43 | 56 | \$3.38 | \$3.37 | \$3.34 | 91 | \$8.33 | \$6.50 | \$5.26 |
| 22 | \$2.44 | \$2.44 | \$2.44 | 57 | \$3.44 | \$3.42 | \$3.39 | 92 | \$8.49 | \$6.54 | \$5.27 |
| 23 | \$2.46 | \$2.46 | \$2.46 | 58 | \$3.50 | \$3.48 | \$3.45 | 93 | \$8.63 | \$6.56 | \$5.27 |
| 24 | \$2.47 | \$2.47 | \$2.47 | 59 | \$3.56 | \$3.54 | \$3.50 | 94 | \$8.76 | \$6.59 | \$5.27 |
| 25 | \$2.48 | \$2.48 | \$2.48 | 60 | \$3.63 | \$3.60 | \$3.56 | 95 | \$8.87 | \$6.60 | \$5.27 |
| 26 | \$2.50 | \$2.50 | \$2.50 | 61 | \$3.70 | \$3.67 | \$3.62 | 96 | \$8.97 | \$6.62 | \$5.27 |
| 27 | \$2.51 | \$2.51 | \$2.51 | 62 | \$3.77 | \$3.74 | \$3.68 | 97 | \$9.05 | \$6.62 | \$5.27 |
| 28 | \$2.53 | \$2.53 | \$2.53 | 63 | \$3.85 | \$3.81 | \$3.75 | 98 | \$9.13 | \$6.63 | \$5.27 |
| 29 | \$2.54 | \$2.54 | \$2.54 | 64 | \$3.94 | \$3.89 | \$3.82 | 99 | \$9.19 | \$6.64 | \$5.27 |
| 30 | \$2.56 | \$2.56 | \$2.56 | 65 | \$4.02 | \$3.97 | \$3.89 | 100 | \$9.24 | \$6.64 | \$5.27 |
| 31 | \$2.58 | \$2.58 | \$2.57 | 66 | \$4.12 | \$4.05 | \$3.96 | | | | |
| 32 | \$2.60 | \$2.59 | \$2.59 | 67 | \$4.21 | \$4.14 | \$4.03 | | | | |
| 33 | \$2.61 | \$2.61 | \$2.61 | 68 | \$4.32 | \$4.23 | \$4.11 | | | | |
| 34 | \$2.63 | \$2.63 | \$2.63 | 69 | \$4.43 | \$4.33 | \$4.19 | | | | |

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.

Insured [John Doe]

Policy Number [B500000000]

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

| Unisex | 50 | 55 | 60 | 65 | 70 | 75 | 80 | 85 | 90 | 95 | 100 |
|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|---------|---------|
| 50 | \$2.85 | \$2.92 | \$2.98 | \$3.02 | \$3.05 | \$3.07 | \$3.08 | \$3.09 | \$3.10 | \$3.10 | \$3.10 |
| 55 | \$2.92 | \$3.02 | \$3.11 | \$3.18 | \$3.24 | \$3.28 | \$3.30 | \$3.32 | \$3.33 | \$3.34 | \$3.34 |
| 60 | \$2.98 | \$3.11 | \$3.24 | \$3.36 | \$3.45 | \$3.53 | \$3.58 | \$3.61 | \$3.63 | \$3.64 | \$3.64 |
| 65 | \$3.02 | \$3.18 | \$3.36 | \$3.53 | \$3.69 | \$3.82 | \$3.91 | \$3.98 | \$4.02 | \$4.04 | \$4.05 |
| 70 | \$3.05 | \$3.24 | \$3.45 | \$3.69 | \$3.93 | \$4.14 | \$4.32 | \$4.45 | \$4.53 | \$4.57 | \$4.60 |
| 75 | \$3.07 | \$3.28 | \$3.53 | \$3.82 | \$4.14 | \$4.48 | \$4.79 | \$5.03 | \$5.20 | \$5.30 | \$5.36 |
| 80 | \$3.08 | \$3.30 | \$3.58 | \$3.91 | \$4.32 | \$4.79 | \$5.28 | \$5.72 | \$6.07 | \$6.30 | \$6.43 |
| 85 | \$3.09 | \$3.32 | \$3.61 | \$3.98 | \$4.45 | \$5.03 | \$5.72 | \$6.45 | \$7.11 | \$7.60 | \$7.92 |
| 90 | \$3.10 | \$3.33 | \$3.63 | \$4.02 | \$4.53 | \$5.20 | \$6.07 | \$7.11 | \$8.20 | \$9.16 | \$9.85 |
| 95 | \$3.10 | \$3.34 | \$3.64 | \$4.04 | \$4.57 | \$5.30 | \$6.30 | \$7.60 | \$9.16 | \$10.72 | \$12.02 |
| 100 | \$3.10 | \$3.34 | \$3.64 | \$4.05 | \$4.60 | \$5.36 | \$6.43 | \$7.92 | \$9.85 | \$12.02 | \$14.06 |

Additional Term Insurance Rider
Guaranteed Maximum Monthly Cost of Insurance Rate Per \$1,000 of Rider Death Benefit
 Standard Rate Class
 [Non-Tobacco]

| Attained Age | Rate | Attained Age | Rate | Attained Age | Rate |
|---------------------|-------------|---------------------|-------------|---------------------|-------------|
| 0 | 0.08087 | 40 | 0.12175 | 80 | 5.83980 |
| 1 | 0.04668 | 41 | 0.13176 | 81 | 6.55095 |
| 2 | 0.03251 | 42 | 0.14428 | 82 | 7.29756 |
| 3 | 0.02250 | 43 | 0.15847 | 83 | 8.10961 |
| 4 | 0.01750 | 44 | 0.17517 | 84 | 9.01738 |
| 5 | 0.01750 | 45 | 0.19437 | 85 | 10.04235 |
| 6 | 0.01834 | 46 | 0.21275 | 86 | 11.19223 |
| 7 | 0.01834 | 47 | 0.23280 | 87 | 12.46504 |
| 8 | 0.01834 | 48 | 0.24450 | 88 | 13.84938 |
| 9 | 0.01917 | 49 | 0.25787 | 89 | 15.33342 |
| 10 | 0.01917 | 50 | 0.27709 | 90 | 16.90881 |
| 11 | 0.02250 | 51 | 0.29966 | 91 | 18.41631 |
| 12 | 0.02750 | 52 | 0.33060 | 92 | 20.01527 |
| 13 | 0.03251 | 53 | 0.36406 | 93 | 21.73361 |
| 14 | 0.03918 | 54 | 0.40674 | 94 | 23.58543 |
| 15 | 0.05085 | 55 | 0.45949 | 95 | 25.57306 |
| 16 | 0.06169 | 56 | 0.51311 | 96 | 27.43188 |
| 17 | 0.07253 | 57 | 0.57096 | 97 | 29.45788 |
| 18 | 0.07670 | 58 | 0.62045 | 98 | 31.67269 |
| 19 | 0.07837 | 59 | 0.67752 | 99 | 34.09954 |
| 20 | 0.07920 | 60 | 0.74639 | 100 | 36.77137 |
| 21 | 0.07920 | 61 | 0.83045 | 101 | 38.95131 |
| 22 | 0.07920 | 62 | 0.93311 | 102 | 41.33540 |
| 23 | 0.08004 | 63 | 1.04853 | 103 | 43.94625 |
| 24 | 0.08087 | 64 | 1.17000 | 104 | 46.81288 |
| 25 | 0.08170 | 65 | 1.2984 | 105 | 49.92533 |
| 26 | 0.08504 | 66 | 1.42867 | 106 | 53.36259 |
| 27 | 0.08921 | 67 | 1.56083 | 107 | 57.17347 |
| 28 | 0.08754 | 68 | 1.70337 | 108 | 61.41905 |
| 29 | 0.08587 | 69 | 1.85123 | 109 | 66.17321 |
| 30 | 0.08504 | 70 | 2.03086 | 110 | 71.52939 |
| 31 | 0.08421 | 71 | 2.23220 | 111 | 77.61672 |
| 32 | 0.08421 | 72 | 2.49735 | 112 | 83.33333 |
| 33 | 0.08671 | 73 | 2.77788 | 113 | 83.33333 |
| 34 | 0.08838 | 74 | 3.07394 | 114 | 83.33333 |
| 35 | 0.09088 | 75 | 3.39865 | 115 | 83.33333 |
| 36 | 0.09588 | 76 | 3.75405 | 116 | 83.33333 |
| 37 | 0.10006 | 77 | 4.16842 | 117 | 83.33333 |
| 38 | 0.10756 | 78 | 4.65484 | 118 | 83.33333 |
| 39 | 0.11424 | 79 | 5.21978 | 119 | 83.33333 |

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 and the monthly flat extra amount, if any.

Investment Options and Allocation of Net Premiums Paid

Variable Account: Nationwide VLI 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 Provision 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 AND CANCEL" Period | After "RIGHT TO EXAMINE AND CANCEL" 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 Inflation Protection Fund – Class II | 0% | 0% |
| American Century VP Mid Cap Value Fund – Class I | 0% | 0% |
| American Century VP Value Fund – Class I | 0% | 0% |
| American Funds Asset Allocation Fund NVIT – Class II | 0% | 0% |
| American Funds Bond Fund NVIT – Class II | 0% | 0% |
| American Funds Global Growth Fund NVIT – Class II | 0% | 0% |
| American Funds Growth Fund NVIT – Class II | 0% | 0% |
| American Funds Growth-Income Fund NVIT – Class II | 0% | 0% |
| Dreyfus IP Small Cap Stock Index Portfolio – Service Shares | 0% | 0% |
| Dreyfus Stock Index Fund – Initial Shares | 0% | 40% |
| Dreyfus VIF Appreciation Portfolio – Initial Shares | 0% | 0% |
| Federated NVIT High Income Bond Fund – Class III | 0% | 0% |
| Fidelity VIP Equity-Income Portfolio – Service Class | 0% | 0% |
| Fidelity VIP Growth Portfolio – Service Class | 0% | 0% |
| Fidelity VIP Investment Grade Bond Portfolio – Service Class | 0% | 0% |
| Fidelity VIP Mid Cap Portfolio – Service Class | 0% | 0% |
| Fidelity VIP Energy Portfolio – Service Class 2 | 0% | 0% |
| Fidelity VIP Freedom Fund 2010 Portfolio – Service Class | 0% | 0% |
| Fidelity VIP Freedom Fund 2020 Portfolio – Service Class | 0% | 0% |
| Fidelity VIP Freedom Fund 2030 Portfolio – Service Class | 0% | 0% |
| Fidelity VIP Overseas Portfolio – Service Class R | 0% | 0% |
| Franklin Founding Funds Allocation Fund - Class 2 | 0% | 0% |
| Franklin Templeton VIPT Foreign Securities Fund – Class 3 | 0% | 0% |
| Franklin Templeton VIPT Global Income Securities Fund – Class 3 | 0% | 0% |
| Franklin Templeton VIPT Income Securities Fund – Class 2 | 0% | 0% |
| Franklin Templeton VIPT Small Cap Value Securities Fund – Class I | 0% | 0% |
| Gartmore NVIT International Equity Fund - Class VI | 0% | 0% |
| Janus Aspen Forty Portfolio – Service Shares | 0% | 0% |
| Janus Aspen International Growth Portfolio – Service II Shares | 0% | 0% |
| Lehman Brothers NVIT Core Plus Bond Fund - Class I | 0% | 0% |
| Lehman Brothers AMT Short Duration Bond Portfolio – I Class | 0% | 0% |
| MFS® VIT Value Series – Initial Class | 0% | 0% |
| Nationwide NVIT Gartmore Emerging Markets Fund – Class III | 0% | 0% |
| Nationwide NVIT Cardinal Aggressive Fund - Class I | 0% | 0% |
| Nationwide NVIT Cardinal Balanced Fund - Class I | 0% | 0% |
| Nationwide NVIT Cardinal Capital Appreciation Fund - Class I | 0% | 0% |
| Nationwide NVIT Cardinal Conservative Fund - Class I | 0% | 0% |
| Nationwide NVIT Cardinal Moderate Fund - Class I | 0% | 0% |
| Nationwide NVIT Cardinal Moderately Aggressive Fund - Class I | 0% | 0% |
| Nationwide NVIT Cardinal Moderately Conservative Fund - Class I | 0% | 0% |
| Nationwide NVIT Core Bond Fund - Class I | 0% | 0% |

Insured [John Doe]

Policy Number

[B500000000]

Fund Allocation Factors

| | During "RIGHT TO EXAMINE AND CANCEL" Period | After "RIGHT TO EXAMINE AND CANCEL" Period |
|---|--|---|
| Nationwide NVIT Government Bond Fund – Class I | 0% | 0% |
| Nationwide NVIT Health Sciences Fund-Class III | 0% | 0% |
| Nationwide NVIT International Index Fund – Class VI | 0% | 0% |
| Nationwide NVIT International Value Fund (Multi Managers) – Class III | 0% | 0% |
| Nationwide NVIT Investor Destinations Aggressive Fund – Class II | 0% | 50% |
| Nationwide NVIT Investor Destinations Conservative Fund – Class II | 0% | 0% |
| Nationwide NVIT Investor Destinations Moderate Fund – Class II | 0% | 0% |
| Nationwide NVIT Investor Destinations Moderately Aggressive Fund – Class II | 0% | 0% |
| Nationwide NVIT Investor Destinations Moderately Conservative Fund – Class II | 0% | 0% |
| Nationwide NVIT Mid Cap Growth Fund – Class I | 0% | 0% |
| Nationwide NVIT Mid Cap Index Fund – Class I | 0% | 0% |
| Nationwide NVIT Money Market Fund – Class I | 100% | 0% |
| Nationwide NVIT Multi-Managers International Growth Fund - Class III | 0% | 0% |
| Nationwide NVIT Multi-Managers Large Cap Growth Fund - Class I | 0% | 0% |
| Nationwide NVIT Multi-Managers Large Cap Value Fund - Class I | 0% | 0% |
| Nationwide NVIT Multi-Managers Mid Cap Growth Fund - Class I | 0% | 0% |
| Nationwide NVIT Multi-Managers Mid Cap Value Fund - Class II | 0% | 0% |
| Nationwide NVIT Nationwide® Fund – Class I | 0% | 0% |
| Nationwide NVIT Short Term Bond Fund - Class II | 0% | 10% |
| Nationwide NVIT Multi Managers Small Cap Growth Fund – Class I | 0% | 0% |
| Nationwide NVIT Multi Managers Small Cap Value Fund – Class I | 0% | 0% |
| Nationwide NVIT Multi Managers Small Company Fund – Class I | 0% | 0% |
| Nationwide NVIT Technology & Communications Fund – Class III | 0% | 0% |
| Nationwide NVIT US Growth Leaders Fund - Class I | 0% | 0% |
| Nationwide Van Kampen Comstock Value Fund – Class I | 0% | 0% |
| Nationwide Van Kampen Multi Sector Bond Fund – Class I | 0% | 0% |
| Nationwide Van Kampen Real Estate 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% |
| 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 Small Cap Fund®/VA – Non-Service Shares | 0% | 0% |
| Oppenheimer Main Street® 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% |
| Van Kampen UIF Core Plus Fixed Income Portfolio – Class I | 0% | 0% |
| Nationwide Fixed Account | 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.

SERFF Tracking Number: NWPA-125558492 State: Arkansas
Filing Company: Nationwide Life and Annuity Insurance Company State Tracking Number: 38535
Company Tracking Number:
TOI: L061 Individual Life - Variable Sub-TOI: L061.002 Single Life - Flexible Premium
Product Name: NWLA-440-M2, Individual Flexible Premium Adjustable Variable Universal Life Insurance Policy
Project Name/Number: /

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: NWPA-125558492 State: Arkansas
Filing Company: Nationwide Life and Annuity Insurance Company State Tracking Number: 38535
Company Tracking Number:
TOI: L061 Individual Life - Variable Sub-TOI: L061.002 Single Life - Flexible Premium
Product Name: NWLA-440-M2, Individual Flexible Premium Adjustable Variable Universal Life Insurance Policy
Project Name/Number: /

Supporting Document Schedules

Review Status:
Satisfied -Name: Certification/Notice 03/19/2008
Comments:
Certifications
Attachments:
AR CERT NWLA.pdf
AR CERT Reg 33 - NWLA.pdf

Review Status:
Satisfied -Name: Application 03/19/2008
Comments:
Below is a listing of previously approved applications that will be used with this product:

L-4736-99, Application for Life Insurance, approved 01-15-03
LAA-0101AR, Short Form Application for Life Insurance Part 1, approved 02-19-04
LAA-0102AR, Short Form Application for Life Insurance Part 2, approved 02-19-04
VLOB-0184-03-A, Application for Long Term Care Rider, approved 12-10-03
VLOB-0186-03-A, Supplemental Application for Long Term Care Rider, approved 12-10-03

Review Status:
Satisfied -Name: Life & Annuity - Actuarial Memo 03/19/2008
Comments:
Actuarial Memorandum
Attachment:
NWLA-440-M2 Act'l Memo.pdf

Review Status:
Satisfied -Name: Statement of Variability 03/19/2008
Comments:
Statement of Variability
Attachment:
NWLA-440-M2 SOV.pdf

SERFF Tracking Number: NWPA-125558492 State: Arkansas
Filing Company: Nationwide Life and Annuity Insurance Company State Tracking Number: 38535
Company Tracking Number:
TOI: L061 Individual Life - Variable Sub-TOI: L061.002 Single Life - Flexible Premium
Product Name: NWLA-440-M2, Individual Flexible Premium Adjustable Variable Universal Life Insurance Policy
Project Name/Number: /

Review Status:

Satisfied -Name: Cover Letter 03/19/2008

Comments:

Cover Letter

Attachment:

NWLA-440-M2 cvr ltr.pdf

Review Status:

Satisfied -Name: Previously Approved Forms and Notices 03/19/2008

Comments:

Previously Approved Forms and Notices

Attachments:

NWLA-11-A.pdf

LHO 396-F.pdf

Life 3940-B.pdf



ARKANSAS

Certificate of Compliance

Insurer Nationwide Life and Annuity Insurance Company

Form Numbers: NWLA-440-M2, Flexible Premium Adjustable Variable Universal Life Insurance Policy
VLS-0111AO, Variable Life Fund Supplement
VLS-0111AO, Variable Life Fund Supplement

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

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

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

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

John H. Crow, ChFC, CLU, FLMI
Associate Vice President
NF Compliance
Date: 03-25-08



ARKANSAS

Certificate of Compliance

Insurer Nationwide Life and Annuity Insurance Company

Form Numbers: NWLA-440-M2, VLS-0111AO, and VLS-0112AO

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 fluid and cursive, with a large loop at the end.

John H. Crow, ChFC, CLU, FLMI
Associate Vice President
NF Compliance
Date: 03-25-08

Nationwide Life and Annuity Insurance Company
Actuarial Description of
Flexible Premium Variable Universal Life
Policy Form Number NWLA-440-M2

I. Description of Policy Characteristics

A. Death Benefits

This policy provides a death benefit if the Insured dies while the policy is in force, prior to the Maturity Date. The death benefit is determined in accordance with one of the following options, whichever is chosen and in effect when the death proceeds become payable. The current option in effect is shown in the Policy Data Pages.

1. Option 1

The death benefit will be the greater of:

- a. the Specified Amount on the date the death proceeds become payable; and
- b. the Minimum Required Death Benefit to qualify the policy as Life Insurance under section 7702 of the Internal Revenue Code, on the date of death.

2. Option 2

The death benefit will be the greater of:

- a. the Specified Amount plus the Cash Value on the date the death proceeds become payable; and
- b. the Minimum Required Death Benefit to qualify the policy as Life Insurance under section 7702 of the Internal Revenue Code, on the date of death.

3. Option 3

The death benefit will be the greater of:

- a. the Specified Amount plus the greater of 0 and the premiums less partial surrenders accumulated at an interest rate (specified at issue and identified on the Policy Data Pages) to the date the death proceeds become payable, but not to exceed the maximal returnable premium (specified at issue and identified on the Policy Data Pages); and
- b. the Minimum Required Death Benefit to qualify the policy as Life Insurance under section 7702 of the Internal Revenue Code, on the date of death.

The Minimum Required Death Benefit to qualify the policy as Life Insurance is dependent on the qualification test selected at issue by the policy owner. For the Guideline Premium Cash Value Corridor test, the Minimum Required Death Benefit is the applicable percentage of the Cash Value on the date of death. The applicable percentages are shown in the Policy Data Pages, and are provided in section 7702 of the Internal Revenue Code. For the Cash Value Accumulation test, the Minimum Required Death Benefit is the lowest Death Benefit whose Net Single Premium equals or exceeds the Cash Value after the Net Single Premiums for the Qualified Additional Benefits have been deducted. The factors required for calculation of the Minimum Required Death Benefit factors are shown in the policy data page. The actual death benefits payable will be reduced by any Indebtedness and any due and unpaid policy charges accruing during a grace period.

The minimum Specified Amount is \$100,000.

B. Cash Value

The Cash Value is defined as the accumulation of net premiums minus expense charges, asset charges, and cost of insurance charges. Such accumulations are based on the investment returns of the investment options to which the policy's Cash Value is allocated. The cost of insurance charges will be less than or equal to the cost guaranteed in the policy.

After the persistency credit's eligibility date, which is stated on the Policy Data Page, your policy may be eligible for a persistency credit.

C. Continuation of Benefit (Nonforfeiture Benefits)

If premiums are not continued, the death benefit under this policy and any benefits provided by any rider attached to this policy, except the Additional Term Rider in some instances, will be continued until the policy terminates in accordance with the grace period provision, is surrendered for the Surrender Value, or until the maturity date, whichever is soonest. The cost of insurance during this time will be based on the same rates as those used if premiums had been continued.

The Cash Value is calculated during this period as described in B. above.

D. Maturity Benefit and Maturity Date

The maturity date of this policy is the policy anniversary on which the insured reaches Attained Age 120. The maturity benefit is equal to the Cash Value less any Indebtedness which exists on the maturity date. The policy includes an imbedded option for the policyowner to elect to extend the Death Benefit if the Insured is alive on the original maturity date. If the policyowner elects to take this option, any remaining Cash Value will be transferred from the Sub-accounts into the Fixed Account. This value will be credited with interest at the same rates as any other investments in the Fixed Accounts at that time, and will be subject to the same interest rate guarantee. No further monthly expenses will be deducted at this time, nor will any further asset charges or cost of insurance charges be applied. The policy's maturity will be extended to the date of death of the insured, whenever that may occur. At that time, a death benefit will be paid. This death benefit will be equal to:

1. for an Option 1 policy: the larger of
 - a. The Cash Surrender Value at the time of death, and
 - b. The extended Specified Amount.
2. for an Option 2 policy, the extended Specified Amount plus the Cash Surrender Value at the time of death.
3. For an Option 3 policy, the larger of
 - a. The Cash Surrender Value at the time of death, and
 - b. The extended Specified Amount plus the greater of 0 and the premiums less partial surrenders accumulated at an interest rate (specified at issue and identified in the Policy Data Pages) to the date the death proceeds become payable, but not to exceed the maximal returnable premium (specified at issue and identified in the Policy Data Pages).

The Specified Amount eligible for Maturity Extension will be equal to the base Specified Amount at the Insured's attained age 85, less items (a) and (b) where:

- (a) is any decrease to the Specified Amount after the Insured's attained age 85; and
- (b) is an adjustment for partial withdrawals taken after attained age 85

The amount of the adjustment varies based on the Death Benefit Option and the Insured's attained age, and is defined within the following chart.

| | Attained Age | |
|------------------------------------|--|--|
| | 86-90 | 91 and Older |
| Death Benefit Option 1 | Amount by which the base policy Specified Amount is reduced due to the withdrawal. | Amount proportionate to the ratio of the withdrawal to the contract value prior to the withdrawal. |
| Death Benefit Option 2 or 3 | 0 | 0 |

Policy loans and partial surrenders will continue to be available after the original Maturity Date with the same qualifications as before the original Maturity Date. Death Benefit Option changes will not be available after the original Maturity Date.

E. Flexibility

1. Death Benefit Option

At issue, the policyowner selects a Death Benefit option. At any time after the first policy year, and once during any 12-month period, the option may be changed, except to Death Benefit Option 3.

2. Specified Amount Increase

The specified amount may be increased at any time after the first policy year subject to the following:

- a. Evidence of insurability is required.
- b. Minimum increase is \$50,000. There is no maximum.
- c. Age limits (attained age) for any increase are the same as for a new issue.
- d. An increase is effective on the monthly anniversary date on or next following the date the increase has been approved, unless the policyowner requests and we approve a different date.
- e. The age of the increase segment will be the attained age on the date the increase is first effective.
- f. The Cash Surrender Value is sufficient to continue the Policy in force for at least 3 months.
- g. An increase in Specified Amount that is triggered by a change of Death Benefit Option (2 to 1 or 3 to 1 or 3 to 2) will be exempt from a. and b. above.

3. Specified Amount Decrease

The specified amount may be decreased at any time after the first policy year subject to the following conditions:

- a. Specified Amount may not be reduced below the Minimum Specified Amount. The Minimum Specified Amount is shown on the Policy Data Pages.
- b. Decreases which would disqualify the policy as Life Insurance under section 7702 of the Internal Revenue Code will not be permitted.
- c. Only one decrease per policy year is permitted.
- d. A decrease is effective on the monthly anniversary date on or next following our receipt of the request unless the policyowner requests and we approve a different date.
- e. Decreases will be processed on a last in-first out (LIFO) basis.

- f. Decreases 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 GLPs would be negative at some time before maturity will not be allowed.

4. Partial Surrenders

After the first policy year, the policyowner may partially surrender a portion of the Cash Value with the following limitations:

- a. The minimum partial surrender is \$200.
- b. The partial surrender may not reduce the Specified Amount to less than the Minimum Specified Amount, which is shown on the Policy Data Pages.
- c. The partial surrender may not reduce the Cash Surrender Value below \$500 or three monthly deductions, whichever is greater.
- d. The partial surrender will not be permitted if it will violate the definition of life insurance under section 7702 of the Internal Revenue Code.
- e. We reserve the right to charge a maximum of \$25 per partial surrender as a processing fee.

Partial surrenders will be deducted proportionately from the values in each Sub-account, unless otherwise elected. An amount will be taken from the Fixed Account only when insufficient amounts are available in the Sub-accounts.

Partial surrenders are available in years 2-10 for amounts up to 10% of the Cash Surrender Value as of the beginning of the policy year. Partial surrenders after policy year 10 are available subject only to the limits described above.

Partial surrenders will reduce the Cash Value by the amount of the partial surrender. The Specified Amount will also be reduced by an amount necessary to prevent an increase in the net amount at risk. Any such decreases will be applied on a last in - first out basis.

5. Premium Flexibility

This is a flexible premium policy. However, the policy contains options to allow the policyholder to guarantee that the policy stays in force by paying certain premiums. The duration of the guaranteed policy continuation period, which guarantees the base policy specified amount, is stated on the Policy Data Pages. To satisfy the guaranteed policy continuation provision, the sum of all premiums paid less any indebtedness and partial surrenders must be greater than or equal to the sum of the applicable minimum required premiums (shown on the Policy Data Pages). If this requirement is not met, the policy will lapse if the Cash Surrender Value is less than or equal to zero on any monthly policy anniversary.

The company reserves the right to require satisfactory evidence of insurability for any premium payment that results in an increased net amount at risk. Premium payments that are in excess of those permitted under section 7702 of the Internal Revenue Code to qualify the policy as Life Insurance will, if accepted, result in an increase to the Specified Amount.

6. Allocation of Premiums and Transfers.

The owner initially allocates the premium payments among the various underlying investment options. Thereafter, the owner may transfer the Cash Value among the eligible investment options subject to the following limitations:

- a) The sub-accounts will only allow a limited number of transfers per year. This limitation will be imposed as a cap on the number of days per calendar year that transfers to or from any of the sub-accounts can be made. Any day with a transfer

- b) to or from any of the restricted funds will be counted as a trading day. Once the trading day limit has been reached, we will only honor requests to transfer funds to or from the restricted funds if those requests are received via U.S. mail. The purpose of this restriction is to limit the arbitrage opportunities offered by market timing these sensitive funds.
- c) We will reserve the right to restrict the amount which may be transferred out of the Fixed Accounts. In no event will such transfers be restricted to less than 20% of the Cash Values eligible to be transferred.
- d) The owner may request a transfer of up to 100% of the Cash Value from the Sub-account(s) to the Fixed Account. We reserve the right to restrict such transfers to 20% of the Cash Value attributable to the Sub-accounts. We also reserve the right to refuse transfers to the Fixed Account if the cumulative Fixed Accounts are greater than or equal to 30% of the total Cash Value.

II. Basis of Values

A. Interest Rate

The interest rate used in the Cash Value calculation will depend on the investment results of the underlying investment options to which the Cash Value is allocated. In addition to allocating the Cash Value to the Subaccounts of the Variable Account that are shown on the Policy Data Page, the Cash Value may also be allocated to the following accounts:

1. The Fixed Account, subject to any limitations imposed by the policy; and
2. The Policy Loan Account as a result of any policy indebtedness.

There is no guaranteed interest rate for Cash Values allocated to the Sub-accounts of the Variable Account. Instead, actual investment returns are reflected daily through the unit values. The Company reserves the right to impose a charge against the Variable Account assets for any tax reserves resulting from the investment operations of the Subaccounts.

Any Cash Values allocated to the Policy Loan Account will be credited with interest daily at the following annual rates.

| | Guaranteed Annual <u>Interest Rate</u> |
|---------------------|---|
| Fixed Accounts | 3.00% in all years |
| Policy Loan Account | 3.00% in all years |

The Company may at its sole discretion apply an increased rate of interest in the calculation of Cash Values allocated to the Fixed Account or the Policy Loan Account. Because a retrospective approach is used in the calculation of Cash Values, the use of an increased rate of interest will generate increased Cash Values. Therefore, such use is not in conflict with the maximum interest rate defined in the Standard Nonforfeiture Law.

B. Cost of Insurance

Policies will be issued on one of the following basis with the corresponding guaranteed cost of insurance charges:

| <u>Rate Class</u> | Guaranteed <u>Mortality Charges</u> |
|-------------------|---|
| Standard | 2001 CSO Mortality Tables, ANB |
| Substandard | % Multiple of 2001 CSO Mortality Tables, ANB |

For all policies, the guaranteed maximum mortality charges will be based on male/female and smoker/nonsmoker distinct mortality tables. Non-Tobacco rates will be available at all issue ages. Policies issued under age 18 will be on a Standard Non-Tobacco basis.

The guaranteed maximum cost of insurance rates are shown on the Policy Data Pages.

The Company may use cost of insurance charges lower than the guaranteed maximums. This will result in lower charges for the insurance coverage and a higher Cash Value.

Basis of Values

The same basis of values applies regardless of whether a policy is currently in a premium paying status.

C. Surrender Charges

The policy provides for a surrender charge which is deducted from the Cash Value to determine the Cash Surrender Value. The initial surrender charge is expressed per \$1,000 of Specified Amount and varies by issue age, sex, Specified Amount band, and underwriting classification. Surrender charges are shown on the Policy Data Pages. The surrender charges grade down to zero after ten policy years.

A decrease in Specified Amount that reduces any segment of base Specified Amount to zero will result in a Surrender Charge on that segment, if applicable.

III. Demonstration of Compliance with the Standard Nonforfeiture Law (SNFL)

This policy imposes a mortality charge at the beginning of each policy month based on the net amount at risk. In addition, premium payments are flexible. There is no guaranteed interest crediting rate with respect to those policy values allocated for the Subaccounts of the Variable Accounts. Therefore, for purposes of demonstrating compliance with the SNFL, this policy will be treated as a flexible premium universal life insurance policy.

A. Calculation of Cash Values

For purposes of SNFL testing, the following policy charges affect the cash value.

| | |
|--------------------------------|---|
| Monthly Administrative Charge: | \$25.00 per month in year 1 \$10.00 per month in years 2+ |
| Premium Load: | 6.00% all years |
| Cost of Insurance: | 2001 CSO Mortality tables, ANB, male/female and smoker/nonsmoker distinct |
| Per \$1,000 charge: | It varies by Issue Age and Death Benefit option; it will be assessed for 10 policy years, as measured from the Policy Date for the initial Specified Amount; it decreases as the Specified Amount increases. (rates are attached in Appendix A) |

B. Calculation of Surrender Charges

For all insureds the policy imposes a surrender charge on full surrenders during the first ten policy years. The initial surrender charge varies by sex, risk classification, issue age, and Specified Amount. The initial surrender charge is calculated as

$$SC_1 = \min\left(\left(\frac{Base_SA}{1000}\right) \cdot (Surr_TP), 1styr_Premium\right) \cdot SC_pct + \left(\frac{Base_SA}{1000}\right) \cdot SC_Adm$$

where

Base_SA is the Initial Specified Amount of the base segment,

Surr_TP is the surrender target premium of the base segment,

SC_pct is the surrender charge percentage, and

SC_Adm is the per unit administration surrender charge.

The surrender charge percentages and the unit values for the Surrender Target Premium and the administration surrender charge are attached in Appendix A.

The surrender charge in renewal years is calculated as a percentage of the initial surrender charge, SC_1 , in the following manner:

$$SC_n = SC_1 \cdot SCpct_n, \text{ where}$$

| Year | Issue Age < 50 | Issue Age of 50+ |
|------|----------------|------------------|
| 1 | 100% | 100% |
| 2 | 100% | 100% |
| 3 | 100% | 95% |
| 4 | 100% | 95% |
| 5 | 95% | 80% |
| 6 | 85% | 65% |
| 7 | 70% | 60% |
| 8 | 52% | 45% |
| 9 | 30% | 30% |
| 10 | 8.3% | 8.3% |
| 11+ | 0% | 0% |

C. Demonstration of Compliance with SNFL Minimum Cash Values

The policy provides Cash Surrender Values compliant with the minimum Cash Values under the SNFL if, at all times, the sum of the initial acquisition expense charge (IEC) and the surrender charge (SC) are less than or equal to the unamortized, unused expense allowance (UUEA).

The SNFL defines the Expense Allowance (EA) per \$1,000 as

$$EA = \$10 + 125\% * \text{minimum } (\$40, \text{ Nonforfeiture Net Level Premium}).$$

The calculation of the EA is done at mortality rates guaranteed in the contract and the nonforfeiture interest rate, 5.00%. The IEC is calculated based on the policy guarantees from section A above.

The UUEA at each policy duration is then compared to the maximum surrender charge at the corresponding duration.

We have tested each issue combination of sex, class, specified amount band, and issue age possible and have found all such combinations to be compliant.

IV. Reserve Analysis under CRVM

The Standard Valuation Law requires, as a minimum standard, that reserves held for the policies be established in accordance with the Commissioner's Reserve Valuation Method (CRVM). The Standard Valuation Law defines the maximum expense allowance (E'_x) that can be used in calculating reserves under CRVM. Under CRVM, if the renewal net premium on the full preliminary term basis exceeds the full preliminary term renewal net premium for a 20-payment whole life insurance at the same issue age, then a modified preliminary term basis is prescribed where:

$$E'_x = {}_n P_{x+1} - c_x$$

Nationwide will establish a minimum reserve, ${}_tV_x$, for each policy equal to:

$${}_tV_x = \text{maximum} \{CSV_t, 0, CV_t - E'_x * (\ddot{a}_{x+t}/\ddot{a}_x)\}, \text{ where}$$

values of E'_x and a_x are based on guaranteed mortality rates and a 4.0% interest rate; the Cash Surrender Value in policy year t is represented by CSV_t and the Cash Value in policy year t is shown as CV_t .

In addition, the annuity values (\ddot{a}) assume annual payments until age 120.

An additional reserve equal to the unearned monthly cost of insurance charge will be established for policies where the valuation date falls within a policy month.



Aniela Karina Iancu, FSA, MAAA
Actuary - Individual Life
Nationwide Life and Annuity Insurance Company
March 14, 2008

Nationwide Life and Annuity Insurance Company
 Actuarial Description of
 Flexible Premium Variable Universal Life
 Policy Form Number NWLA-440-M2
 Appendix A

Surrender Charge Components

Surrender Target Premium

| Issue Age | Male | Female | Age | Male | Female | Age | Male | Female | Age | Male | Female |
|-----------|-------|--------|-----|--------|--------|-----|--------|--------|-----|---------|---------|
| 0 | 1.917 | 1.508 | 23 | 5.180 | 4.253 | 46 | 15.715 | 13.098 | 69 | 57.533 | 44.483 |
| 1 | 1.967 | 1.575 | 24 | 5.408 | 4.456 | 47 | 16.555 | 13.794 | 70 | 61.214 | 47.151 |
| 2 | 2.039 | 1.637 | 25 | 5.647 | 4.669 | 48 | 17.444 | 14.527 | 71 | 65.204 | 50.016 |
| 3 | 2.125 | 1.708 | 26 | 5.900 | 4.894 | 49 | 18.394 | 15.302 | 72 | 69.535 | 53.091 |
| 4 | 2.221 | 1.786 | 27 | 6.165 | 5.131 | 50 | 19.411 | 16.118 | 73 | 74.176 | 56.393 |
| 5 | 2.325 | 1.868 | 28 | 6.444 | 5.380 | 51 | 20.496 | 16.978 | 74 | 79.176 | 59.946 |
| 6 | 2.436 | 1.955 | 29 | 6.740 | 5.642 | 52 | 21.654 | 17.884 | 75 | 84.594 | 63.775 |
| 7 | 2.552 | 2.047 | 30 | 7.055 | 5.919 | 53 | 22.886 | 18.838 | 76 | 90.474 | 67.909 |
| 8 | 2.674 | 2.143 | 31 | 7.391 | 6.211 | 54 | 24.195 | 19.843 | 77 | 96.879 | 72.382 |
| 9 | 2.803 | 2.243 | 32 | 7.749 | 6.518 | 55 | 25.582 | 20.903 | 78 | 103.836 | 77.234 |
| 10 | 2.938 | 2.349 | 33 | 8.129 | 6.842 | 56 | 27.049 | 22.020 | 79 | 111.356 | 82.512 |
| 11 | 3.081 | 2.460 | 34 | 8.534 | 7.183 | 57 | 28.604 | 23.197 | 80 | 119.438 | 88.272 |
| 12 | 3.230 | 2.577 | 35 | 8.963 | 7.542 | 58 | 30.252 | 24.438 | 81 | 128.132 | 94.582 |
| 13 | 3.384 | 2.698 | 36 | 9.419 | 7.919 | 59 | 32.018 | 25.747 | 82 | 137.421 | 101.353 |
| 14 | 3.543 | 2.823 | 37 | 9.901 | 8.317 | 60 | 33.911 | 27.134 | 83 | 147.421 | 108.605 |
| 15 | 3.707 | 2.955 | 38 | 10.412 | 8.736 | 61 | 35.934 | 28.605 | 84 | 158.220 | 116.462 |
| 16 | 3.872 | 3.092 | 39 | 10.953 | 9.179 | 62 | 38.087 | 30.168 | 85 | 169.864 | 124.985 |
| 17 | 4.040 | 3.235 | 40 | 11.526 | 9.649 | 63 | 40.370 | 31.830 | | | |
| 18 | 4.209 | 3.384 | 41 | 12.132 | 10.145 | 64 | 42.787 | 33.603 | | | |
| 19 | 4.385 | 3.541 | 42 | 12.773 | 10.671 | 65 | 45.353 | 35.495 | | | |
| 20 | 4.568 | 3.706 | 43 | 13.451 | 11.228 | 66 | 48.082 | 37.517 | | | |
| 21 | 4.761 | 3.879 | 44 | 14.166 | 11.817 | 67 | 51.001 | 39.681 | | | |
| 22 | 4.965 | 4.061 | 45 | 14.920 | 12.439 | 68 | 54.143 | 41.998 | | | |

Surrender Charge Percentage

| Issue Age | Death Benefit Options 1 and 3 | | | | | | | |
|--------------|-------------------------------|---------|---------|---------|---------|---------|---------|---------|
| | Band 2 | | Band 3 | | Band 4 | | Band 5 | |
| | M | F | M | F | M | F | M | F |
| 0 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 |
| 1 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 |
| 2 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 |
| 3 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 |
| 4 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 |
| 5 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 |
| 6 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 |
| 7 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 |
| 8 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 |
| 9 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 |
| 10 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 |
| 11 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 |
| 12 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 |
| 13 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 |
| 14 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 |
| 15 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 |
| 16 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 |
| 17 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 |
| 18 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 |
| 19 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 |
| 20 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 |
| 21 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 |
| 22 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 |
| 23 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 |
| 24 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 |
| 25 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 |
| 26 | 0.84351 | 0.83142 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 |
| 27 | 0.81944 | 0.80268 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 |
| 28 | 0.79740 | 0.77680 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 |
| 29 | 0.77778 | 0.75392 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 |
| 30 | 0.76043 | 0.73336 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 |
| 31 | 0.74505 | 0.71536 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 |
| 32 | 0.73161 | 0.69966 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 |
| 33 | 0.72010 | 0.68600 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 |
| 34 | 0.71004 | 0.67440 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 |
| 35 | 0.70171 | 0.66447 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 |
| 36 | 0.71264 | 0.67733 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 |
| 37 | 0.72320 | 0.68961 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 |
| 38 | 0.73346 | 0.70130 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 |
| 39 | 0.74329 | 0.71266 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 |
| 40 | 0.75284 | 0.72348 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 |

| | | | | | | | | |
|----|---------|---------|---------|---------|---------|---------|---------|---------|
| 41 | 0.76221 | 0.73396 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 |
| 42 | 0.77131 | 0.74403 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 |
| 43 | 0.78003 | 0.75374 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 |
| 44 | 0.78849 | 0.76314 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 |
| 45 | 0.79649 | 0.77226 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 |
| 46 | 0.80340 | 0.78028 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 |
| 47 | 0.80999 | 0.78810 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 |
| 48 | 0.81624 | 0.79572 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 |
| 49 | 0.82243 | 0.80302 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 |
| 50 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 |
| 51 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 |
| 52 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 |
| 53 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 |
| 54 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 |
| 55 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 |
| 56 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 |
| 57 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 |
| 58 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 |
| 59 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 |
| 60 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 |
| 61 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 |
| 62 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 |
| 63 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 |
| 64 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 |
| 65 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 |
| 66 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 |
| 67 | 0.79892 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 |
| 68 | 0.74832 | 0.85000 | 0.80968 | 0.85000 | 0.82809 | 0.85000 | 0.83821 | 0.85000 |
| 69 | 0.70009 | 0.85000 | 0.75695 | 0.85000 | 0.77377 | 0.85000 | 0.78292 | 0.85000 |
| 70 | 0.65445 | 0.85000 | 0.70706 | 0.85000 | 0.72240 | 0.85000 | 0.73065 | 0.85000 |
| 71 | 0.61120 | 0.79980 | 0.65983 | 0.85000 | 0.67379 | 0.85000 | 0.68120 | 0.85000 |
| 72 | 0.57015 | 0.74971 | 0.61503 | 0.80855 | 0.62770 | 0.82520 | 0.63435 | 0.83393 |
| 73 | 0.53135 | 0.70216 | 0.57273 | 0.75666 | 0.58422 | 0.77183 | 0.59016 | 0.77967 |
| 74 | 0.49452 | 0.65698 | 0.53264 | 0.70740 | 0.54304 | 0.72120 | 0.54832 | 0.72821 |
| 75 | 0.45964 | 0.61401 | 0.49471 | 0.66062 | 0.50409 | 0.67313 | 0.50878 | 0.67939 |
| 76 | 0.42735 | 0.57387 | 0.45902 | 0.61615 | 0.46778 | 0.62789 | 0.47215 | 0.63376 |
| 77 | 0.39707 | 0.53555 | 0.42560 | 0.57382 | 0.43377 | 0.58482 | 0.43785 | 0.59032 |
| 78 | 0.36872 | 0.49903 | 0.39437 | 0.53358 | 0.40198 | 0.54387 | 0.40579 | 0.54902 |
| 79 | 0.34239 | 0.46476 | 0.36541 | 0.49588 | 0.37250 | 0.50551 | 0.37605 | 0.51032 |
| 80 | 0.31783 | 0.43278 | 0.33845 | 0.46074 | 0.34506 | 0.46973 | 0.34837 | 0.47423 |
| 81 | 0.29489 | 0.40263 | 0.31332 | 0.42767 | 0.31948 | 0.43607 | 0.32256 | 0.44027 |
| 82 | 0.27354 | 0.37437 | 0.28999 | 0.39675 | 0.29573 | 0.40459 | 0.29860 | 0.40851 |
| 83 | 0.25376 | 0.34792 | 0.26841 | 0.36788 | 0.27375 | 0.37520 | 0.27642 | 0.37885 |
| 84 | 0.23555 | 0.32254 | 0.24857 | 0.34029 | 0.25355 | 0.34709 | 0.25604 | 0.35050 |
| 85 | 0.21890 | 0.29926 | 0.23045 | 0.31498 | 0.23509 | 0.32133 | 0.23741 | 0.32450 |

| | | | | | | | | |
|----|---------|---------|---------|---------|---------|---------|---------|---------|
| 41 | 0.70812 | 0.66930 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 |
| 42 | 0.72062 | 0.68338 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 |
| 43 | 0.73255 | 0.69689 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 |
| 44 | 0.74402 | 0.70988 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 |
| 45 | 0.75485 | 0.72238 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 |
| 46 | 0.76274 | 0.73155 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 |
| 47 | 0.77033 | 0.74054 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 |
| 48 | 0.77759 | 0.74933 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 |
| 49 | 0.78482 | 0.75782 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 |
| 50 | 0.85000 | 0.84789 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 |
| 51 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 |
| 52 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 |
| 53 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 |
| 54 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 |
| 55 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 |
| 56 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 |
| 57 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 |
| 58 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 |
| 59 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 |
| 60 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 |
| 61 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 |
| 62 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 |
| 63 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 |
| 64 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 |
| 65 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 |
| 66 | 0.83129 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 |
| 67 | 0.77940 | 0.85000 | 0.84553 | 0.85000 | 0.85000 | 0.85000 | 0.85000 | 0.85000 |
| 68 | 0.72994 | 0.85000 | 0.79130 | 0.85000 | 0.80971 | 0.85000 | 0.81984 | 0.85000 |
| 69 | 0.68282 | 0.85000 | 0.73968 | 0.85000 | 0.75649 | 0.85000 | 0.76564 | 0.85000 |
| 70 | 0.63822 | 0.83139 | 0.69083 | 0.85000 | 0.70617 | 0.85000 | 0.71441 | 0.85000 |
| 71 | 0.59597 | 0.77987 | 0.64460 | 0.84333 | 0.65855 | 0.85000 | 0.66597 | 0.85000 |
| 72 | 0.55587 | 0.73095 | 0.60075 | 0.78978 | 0.61342 | 0.80644 | 0.62007 | 0.81517 |
| 73 | 0.51797 | 0.68450 | 0.55935 | 0.73900 | 0.57084 | 0.75417 | 0.57678 | 0.76201 |
| 74 | 0.48201 | 0.64037 | 0.52013 | 0.69079 | 0.53052 | 0.70459 | 0.53581 | 0.71160 |
| 75 | 0.44795 | 0.59841 | 0.48302 | 0.64502 | 0.49239 | 0.65753 | 0.49708 | 0.66379 |
| 76 | 0.41643 | 0.55923 | 0.44810 | 0.60151 | 0.45686 | 0.61325 | 0.46123 | 0.61912 |
| 77 | 0.38688 | 0.52184 | 0.41541 | 0.56011 | 0.42358 | 0.57111 | 0.42766 | 0.57661 |
| 78 | 0.35923 | 0.48619 | 0.38488 | 0.52075 | 0.39249 | 0.53104 | 0.39630 | 0.53618 |
| 79 | 0.33354 | 0.45276 | 0.35656 | 0.48388 | 0.36365 | 0.49351 | 0.36720 | 0.49832 |
| 80 | 0.30958 | 0.42156 | 0.33020 | 0.44952 | 0.33682 | 0.45851 | 0.34012 | 0.46301 |
| 81 | 0.28721 | 0.39216 | 0.30564 | 0.41719 | 0.31180 | 0.42559 | 0.31488 | 0.42979 |
| 82 | 0.26638 | 0.36460 | 0.28283 | 0.38698 | 0.28857 | 0.39482 | 0.29144 | 0.39874 |
| 83 | 0.24709 | 0.33880 | 0.26174 | 0.35876 | 0.26709 | 0.36608 | 0.26976 | 0.36973 |
| 84 | 0.22934 | 0.31405 | 0.24236 | 0.33180 | 0.24734 | 0.33860 | 0.24983 | 0.34201 |
| 85 | 0.21311 | 0.29135 | 0.22466 | 0.30708 | 0.22930 | 0.31342 | 0.23162 | 0.31659 |

Per Unit Administration Surrender Charge

| Age | Band 2 | Band 3 | Band 4 | Band 5 | Age | Band 2 | Band 3 | Band 4 | Band 5 |
|-----|--------|--------|--------|--------|-----|--------|--------|--------|--------|
| 0 | 6.00 | 4.00 | 4.00 | 4.00 | 43 | 7.50 | 4.90 | 4.90 | 4.90 |
| 1 | 6.00 | 4.00 | 4.00 | 4.00 | 44 | 7.50 | 4.95 | 4.95 | 4.95 |
| 2 | 6.00 | 4.00 | 4.00 | 4.00 | 45 | 7.50 | 5.00 | 5.00 | 5.00 |
| 3 | 6.00 | 4.00 | 4.00 | 4.00 | 46 | 7.50 | 5.00 | 5.00 | 5.00 |
| 4 | 6.00 | 4.00 | 4.00 | 4.00 | 47 | 7.50 | 5.00 | 5.00 | 5.00 |
| 5 | 6.00 | 4.00 | 4.00 | 4.00 | 48 | 7.50 | 5.00 | 5.00 | 5.00 |
| 6 | 6.00 | 4.00 | 4.00 | 4.00 | 49 | 7.50 | 5.00 | 5.00 | 5.00 |
| 7 | 6.00 | 4.00 | 4.00 | 4.00 | 50 | 7.50 | 5.00 | 5.00 | 5.00 |
| 8 | 6.00 | 4.00 | 4.00 | 4.00 | 51 | 7.50 | 5.00 | 5.00 | 5.00 |
| 9 | 6.00 | 4.00 | 4.00 | 4.00 | 52 | 7.50 | 5.00 | 5.00 | 5.00 |
| 10 | 6.00 | 4.00 | 4.00 | 4.00 | 53 | 7.50 | 5.00 | 5.00 | 5.00 |
| 11 | 6.00 | 4.00 | 4.00 | 4.00 | 54 | 7.50 | 5.00 | 5.00 | 5.00 |
| 12 | 6.00 | 4.00 | 4.00 | 4.00 | 55 | 7.50 | 5.00 | 5.00 | 5.00 |
| 13 | 6.00 | 4.00 | 4.00 | 4.00 | 56 | 7.50 | 5.00 | 5.00 | 5.00 |
| 14 | 6.00 | 4.00 | 4.00 | 4.00 | 57 | 7.50 | 5.00 | 5.00 | 5.00 |
| 15 | 6.00 | 4.00 | 4.00 | 4.00 | 58 | 7.50 | 5.00 | 5.00 | 5.00 |
| 16 | 6.00 | 4.00 | 4.00 | 4.00 | 59 | 7.50 | 5.00 | 5.00 | 5.00 |
| 17 | 6.00 | 4.00 | 4.00 | 4.00 | 60 | 7.50 | 5.00 | 5.00 | 5.00 |
| 18 | 6.00 | 4.00 | 4.00 | 4.00 | 61 | 7.50 | 5.00 | 5.00 | 5.00 |
| 19 | 6.00 | 4.00 | 4.00 | 4.00 | 62 | 7.50 | 5.00 | 5.00 | 5.00 |
| 20 | 6.00 | 4.00 | 4.00 | 4.00 | 63 | 7.50 | 5.00 | 5.00 | 5.00 |
| 21 | 6.00 | 4.00 | 4.00 | 4.00 | 64 | 7.50 | 5.00 | 5.00 | 5.00 |
| 22 | 6.00 | 4.00 | 4.00 | 4.00 | 65 | 7.50 | 5.00 | 5.00 | 5.00 |
| 23 | 6.00 | 4.00 | 4.00 | 4.00 | 66 | 7.60 | 5.15 | 5.15 | 5.15 |
| 24 | 6.00 | 4.00 | 4.00 | 4.00 | 67 | 7.70 | 5.30 | 5.30 | 5.30 |
| 25 | 6.00 | 4.00 | 4.00 | 4.00 | 68 | 7.80 | 5.45 | 5.45 | 5.45 |
| 26 | 6.15 | 4.05 | 4.05 | 4.05 | 69 | 7.90 | 5.60 | 5.60 | 5.60 |
| 27 | 6.30 | 4.10 | 4.10 | 4.10 | 70 | 8.00 | 5.75 | 5.75 | 5.75 |
| 28 | 6.45 | 4.15 | 4.15 | 4.15 | 71 | 8.10 | 5.90 | 5.90 | 5.90 |
| 29 | 6.60 | 4.20 | 4.20 | 4.20 | 72 | 8.20 | 6.05 | 6.05 | 6.05 |
| 30 | 6.75 | 4.25 | 4.25 | 4.25 | 73 | 8.30 | 6.20 | 6.20 | 6.20 |
| 31 | 6.90 | 4.30 | 4.30 | 4.30 | 74 | 8.40 | 6.35 | 6.35 | 6.35 |
| 32 | 7.05 | 4.35 | 4.35 | 4.35 | 75 | 8.50 | 6.50 | 6.50 | 6.50 |
| 33 | 7.20 | 4.40 | 4.40 | 4.40 | 76 | 8.55 | 6.65 | 6.65 | 6.65 |
| 34 | 7.35 | 4.45 | 4.45 | 4.45 | 77 | 8.60 | 6.80 | 6.80 | 6.80 |
| 35 | 7.50 | 4.50 | 4.50 | 4.50 | 78 | 8.65 | 6.95 | 6.95 | 6.95 |
| 36 | 7.50 | 4.55 | 4.55 | 4.55 | 79 | 8.70 | 7.10 | 7.10 | 7.10 |
| 37 | 7.50 | 4.60 | 4.60 | 4.60 | 80 | 8.75 | 7.25 | 7.25 | 7.25 |
| 38 | 7.50 | 4.65 | 4.65 | 4.65 | 81 | 8.80 | 7.40 | 7.40 | 7.40 |
| 39 | 7.50 | 4.70 | 4.70 | 4.70 | 82 | 8.85 | 7.55 | 7.55 | 7.55 |
| 40 | 7.50 | 4.75 | 4.75 | 4.75 | 83 | 8.90 | 7.70 | 7.70 | 7.70 |
| 41 | 7.50 | 4.80 | 4.80 | 4.80 | 84 | 8.95 | 7.85 | 7.85 | 7.85 |
| 42 | 7.50 | 4.85 | 4.85 | 4.85 | 85 | 9.00 | 8.00 | 8.00 | 8.00 |

Per \$1,000 Charge

Tier 1 is assessed on the first 250K of Specified Amount, Tier 2 on the next 250K of Specified Amount, and Tier 3 is assessed on Specified Amount above 500K.

| Age | Death Benefit Options 1 and 3 | | | Death Benefit Option 2 | | |
|-----|-------------------------------|---------|---------|------------------------|---------|---------|
| | Tier 1 | Tier 2 | Tier 3 | Tier 1 | Tier 2 | Tier 3 |
| 0 | 0.12500 | 0.04166 | 0.00833 | 0.25000 | 0.16666 | 0.08333 |
| 1 | 0.13000 | 0.04333 | 0.00833 | 0.25600 | 0.16933 | 0.08766 |
| 2 | 0.13500 | 0.04500 | 0.00833 | 0.26200 | 0.17200 | 0.09200 |
| 3 | 0.14000 | 0.04666 | 0.00833 | 0.26800 | 0.17466 | 0.09633 |
| 4 | 0.14500 | 0.04833 | 0.00833 | 0.27400 | 0.17733 | 0.10066 |
| 5 | 0.15000 | 0.05000 | 0.00833 | 0.28000 | 0.18000 | 0.10500 |
| 6 | 0.15500 | 0.05166 | 0.00833 | 0.28600 | 0.18266 | 0.10933 |
| 7 | 0.16000 | 0.05333 | 0.00833 | 0.29200 | 0.18533 | 0.11366 |
| 8 | 0.16500 | 0.05500 | 0.00833 | 0.29800 | 0.18800 | 0.11800 |
| 9 | 0.17000 | 0.05666 | 0.00833 | 0.30400 | 0.19066 | 0.12233 |
| 10 | 0.17500 | 0.05833 | 0.00833 | 0.31000 | 0.19333 | 0.12666 |
| 11 | 0.18000 | 0.06000 | 0.00833 | 0.31600 | 0.19600 | 0.13100 |
| 12 | 0.18500 | 0.06166 | 0.00916 | 0.32200 | 0.19866 | 0.13533 |
| 13 | 0.19000 | 0.06333 | 0.01166 | 0.32800 | 0.20133 | 0.13966 |
| 14 | 0.19500 | 0.06500 | 0.01416 | 0.33400 | 0.20400 | 0.14400 |
| 15 | 0.20000 | 0.06666 | 0.01666 | 0.34000 | 0.20666 | 0.14833 |
| 16 | 0.20500 | 0.06833 | 0.01916 | 0.34600 | 0.20933 | 0.15266 |
| 17 | 0.21000 | 0.07000 | 0.02166 | 0.35200 | 0.21200 | 0.15700 |
| 18 | 0.21500 | 0.07166 | 0.02416 | 0.35800 | 0.21466 | 0.16133 |
| 19 | 0.22000 | 0.07333 | 0.02666 | 0.36400 | 0.21733 | 0.16566 |
| 20 | 0.22500 | 0.07500 | 0.02916 | 0.37000 | 0.22000 | 0.17000 |
| 21 | 0.23000 | 0.07666 | 0.03166 | 0.37600 | 0.22266 | 0.17433 |
| 22 | 0.23500 | 0.07833 | 0.03416 | 0.38200 | 0.22533 | 0.17866 |
| 23 | 0.24000 | 0.08000 | 0.03666 | 0.38800 | 0.22800 | 0.18300 |
| 24 | 0.24500 | 0.08166 | 0.03916 | 0.39400 | 0.23066 | 0.18733 |
| 25 | 0.25000 | 0.08333 | 0.04166 | 0.40000 | 0.23333 | 0.19166 |
| 26 | 0.25500 | 0.08500 | 0.04416 | 0.40333 | 0.23333 | 0.19250 |
| 27 | 0.26000 | 0.08666 | 0.04666 | 0.40666 | 0.23333 | 0.19333 |
| 28 | 0.26500 | 0.08833 | 0.04916 | 0.41000 | 0.23333 | 0.19416 |
| 29 | 0.27000 | 0.09000 | 0.05166 | 0.41333 | 0.23333 | 0.19500 |
| 30 | 0.27500 | 0.09166 | 0.05416 | 0.41666 | 0.23333 | 0.19583 |
| 31 | 0.28000 | 0.09333 | 0.05666 | 0.42000 | 0.23333 | 0.19666 |
| 32 | 0.28500 | 0.09500 | 0.05916 | 0.42333 | 0.23333 | 0.19750 |
| 33 | 0.29000 | 0.09666 | 0.06166 | 0.42666 | 0.23333 | 0.19833 |
| 34 | 0.29500 | 0.09833 | 0.06416 | 0.43000 | 0.23333 | 0.19916 |
| 35 | 0.30000 | 0.10000 | 0.06666 | 0.43333 | 0.23333 | 0.20000 |
| 36 | 0.30166 | 0.11000 | 0.07916 | 0.43333 | 0.24166 | 0.21083 |
| 37 | 0.30333 | 0.12000 | 0.09166 | 0.43333 | 0.25000 | 0.22166 |
| 38 | 0.30500 | 0.13000 | 0.10416 | 0.43333 | 0.25833 | 0.23250 |
| 39 | 0.30666 | 0.14000 | 0.11666 | 0.43333 | 0.26666 | 0.24333 |
| 40 | 0.30833 | 0.15000 | 0.12916 | 0.43333 | 0.27500 | 0.25416 |

| | | | | | | |
|----|---------|---------|---------|---------|---------|---------|
| 41 | 0.31000 | 0.16000 | 0.14166 | 0.43333 | 0.28333 | 0.26500 |
| 42 | 0.31166 | 0.17000 | 0.15416 | 0.43333 | 0.29166 | 0.27583 |
| 43 | 0.31333 | 0.18000 | 0.16666 | 0.43333 | 0.30000 | 0.28666 |
| 44 | 0.31500 | 0.19000 | 0.17916 | 0.43333 | 0.30833 | 0.29750 |
| 45 | 0.31666 | 0.20000 | 0.19166 | 0.43333 | 0.31666 | 0.30833 |
| 46 | 0.32000 | 0.20666 | 0.19583 | 0.44000 | 0.32666 | 0.31583 |
| 47 | 0.32333 | 0.21333 | 0.20000 | 0.44666 | 0.33666 | 0.32333 |
| 48 | 0.32666 | 0.22000 | 0.20416 | 0.45333 | 0.34666 | 0.33083 |
| 49 | 0.33000 | 0.22666 | 0.20833 | 0.46000 | 0.35666 | 0.33833 |
| 50 | 0.33333 | 0.23333 | 0.21250 | 0.46666 | 0.36666 | 0.34583 |
| 51 | 0.33666 | 0.24000 | 0.21666 | 0.47333 | 0.37666 | 0.35333 |
| 52 | 0.34000 | 0.24666 | 0.22083 | 0.48000 | 0.38666 | 0.36083 |
| 53 | 0.34333 | 0.25333 | 0.22500 | 0.48666 | 0.39666 | 0.36833 |
| 54 | 0.34666 | 0.26000 | 0.22916 | 0.49333 | 0.40666 | 0.37583 |
| 55 | 0.35000 | 0.26666 | 0.23333 | 0.50000 | 0.41666 | 0.38333 |
| 56 | 0.38166 | 0.28000 | 0.24750 | 0.53416 | 0.43250 | 0.40000 |
| 57 | 0.41333 | 0.29333 | 0.26166 | 0.56833 | 0.44833 | 0.41666 |
| 58 | 0.44500 | 0.30666 | 0.27583 | 0.60250 | 0.46416 | 0.43333 |
| 59 | 0.47666 | 0.32000 | 0.29000 | 0.63666 | 0.48000 | 0.45000 |
| 60 | 0.50833 | 0.33333 | 0.30416 | 0.67083 | 0.49583 | 0.46666 |
| 61 | 0.54000 | 0.34666 | 0.31833 | 0.70500 | 0.51166 | 0.48333 |
| 62 | 0.57166 | 0.36000 | 0.33250 | 0.73916 | 0.52750 | 0.50000 |
| 63 | 0.60333 | 0.37333 | 0.34666 | 0.77333 | 0.54333 | 0.51666 |
| 64 | 0.63500 | 0.38666 | 0.36083 | 0.80750 | 0.55916 | 0.53333 |
| 65 | 0.66666 | 0.40000 | 0.37500 | 0.84166 | 0.57500 | 0.55000 |
| 66 | 0.68333 | 0.42666 | 0.40416 | 0.85833 | 0.60166 | 0.57916 |
| 67 | 0.70000 | 0.45333 | 0.43333 | 0.87500 | 0.62833 | 0.60833 |
| 68 | 0.71666 | 0.48000 | 0.46250 | 0.89166 | 0.65500 | 0.63750 |
| 69 | 0.73333 | 0.50666 | 0.49166 | 0.90833 | 0.68166 | 0.66666 |
| 70 | 0.75000 | 0.53333 | 0.52083 | 0.92500 | 0.70833 | 0.69583 |
| 71 | 0.76666 | 0.56000 | 0.55000 | 0.94166 | 0.73500 | 0.72500 |
| 72 | 0.78333 | 0.58666 | 0.57916 | 0.95833 | 0.76166 | 0.75416 |
| 73 | 0.79999 | 0.61333 | 0.60833 | 0.97499 | 0.78833 | 0.78333 |
| 74 | 0.81666 | 0.64000 | 0.63750 | 0.99166 | 0.81500 | 0.81250 |
| 75 | 0.83333 | 0.66666 | 0.66666 | 1.00833 | 0.84166 | 0.84166 |
| 76 | 0.85000 | 0.68333 | 0.68333 | 1.02500 | 0.85833 | 0.85833 |
| 77 | 0.86666 | 0.70000 | 0.70000 | 1.04166 | 0.87500 | 0.87500 |
| 78 | 0.88333 | 0.71666 | 0.71666 | 1.05833 | 0.89166 | 0.89166 |
| 79 | 0.90000 | 0.73333 | 0.73333 | 1.07500 | 0.90833 | 0.90833 |
| 80 | 0.91666 | 0.75000 | 0.75000 | 1.09166 | 0.92500 | 0.92500 |
| 81 | 0.93333 | 0.76666 | 0.76666 | 1.10833 | 0.94166 | 0.94166 |
| 82 | 0.95000 | 0.78333 | 0.78333 | 1.12500 | 0.95833 | 0.95833 |
| 83 | 0.96666 | 0.79999 | 0.79999 | 1.14166 | 0.97499 | 0.97499 |
| 84 | 0.98333 | 0.81666 | 0.81666 | 1.15833 | 0.99166 | 0.99166 |
| 85 | 1.00000 | 0.83333 | 0.83333 | 1.17500 | 1.00833 | 1.00833 |

Statement of Variability
NWLA-440-M2

| Policy Forms | Reason |
|--|---|
| Home office address and telephone number | These items are bracketed on the policy form as they could possibly change over time. |
| 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 |
|---|--|
| Policy Owner | Varies according to new issues |
| Policy Number | Varies according to new issues |
| State of Issue | Varies according to new issues |
| Policy Date | Varies according to new issues |
| Insured | Varies according to new issues |
| Rate Class | Varies according to underwriting decision; either "Standard" or "Preferred" or "Preferred Plus" |
| Sex | "Male" or "Female" according to underwriting decision |
| Rate Type | Varies according to underwriting decision; either "Non-tobacco" or "Tobacco" |
| Issue Age | Varies according to new issues, from a minimum of 0 to a maximum of 85. |
| Minimum Initial Premium | Varies according to the characteristics of the policy as issued |
| Planned Premium Payment | Varies according to new issues |
| Planned Premium Payment Frequency | Varies according to new issues |
| Monthly Death Benefit Guarantee Premium | Varies according to new issues. The amount of monthly premium, required to gain no-lapse protection under the Death Benefit Guarantee. |

| Policy Data Page 3A | Reason |
|---|---|
| Specified Amount | Varies according to new issues |
| Death Benefit Option Elected | Varies according to new issues; either 1 (Level), 2 (Increasing), or 3 (Return of Premium) |
| Additional Term Insurance Rider Specified Amount | Varies according to new issues |
| Death Benefit Option 3 Interest Rate | Rate at which the accumulated premium account grows based on the application and underwriting approval |
| Total Specified Amount | Varies according to new issues; the sum of the base specified amount and any additional term insurance |
| Death Benefit Option 3 Maximum Increase | Maximum of the accumulated premium account for use with death benefit option 3 |
| Minimum Specified Amount | Varies according to new issue. Currently \$100,000. |
| Internal Revenue Code Life Insurance Qualification Test | Varies according to new issue. Either "Guideline Premium/Cash Value Corridor Test" or "Cash Value Accumulation Test". |
| Maturity Date | Varies according to new issue – the policy anniversary upon which the insured reaches attained age 120 |
| Maximum Persistency Credit Percentage | Varies from 0% - 0.0208%. |
| Eligibility Date of Persistency Credit | Ranges between 10 years and 20 years after the Policy Date. |
| Schedule of Benefits – Coverages listed | Varies according to benefits elected |
| Schedule of Benefits – Specified Amount | Varies according to characteristics and benefits of new issue |
| Schedule of Benefits – Start Date | Varies according to characteristics and benefits of new issue |
| Schedule of Benefits – End Date | Varies according to characteristics and benefits of new issue |
| Schedule of Benefits – Specified Amount Increase | Sex, Attained Age, Rate Class, Rate Type, Rate Class Multiples, Monthly Flat Extras according to the characteristics of the policy |
| Schedule of Benefits – Children's Term Insurance Rider | Varies according to the election of this optional rider; Specified Amount and Start Date vary according to election; End Date will be calculated as the policy anniversary the insured reaches attained age 65. |

| Policy Data Page 3B | Reason |
|--|--|
| Schedule of Benefits – Spouse Rider | Varies according to the election of this optional rider; Specified Amount and Start Date will vary according to the election; End Date will be calculated as the lesser of the Maturity Date of the policy and the policy anniversary on which the Additional Insured reaches attained age 70; Rate Class Multiple, Rate Class, Rate Type, Sex, Age, and Monthly Flat Extra vary according to the underwriting decision. Rate Class is either “Non-tobacco” or “Tobacco”. Spouse Insured varies according to the election. |
| Schedule of Benefits – Waiver of Monthly Deductions Rider | Varies according to the election of this optional rider; Rate Class Multiple varies according to the underwriting decision. Start Date varies according to the election. End Date is calculated as the policy anniversary on which the insured reaches attained age 65. |
| Schedule of Benefits – Accidental Death Benefit Rider | Varies according to the election of this optional rider; Rate Class Multiple varies according to the underwriting decision. Specified Amount and Start Date vary according to the election. End Date is calculated as the policy anniversary on which the insured reaches attained age 70. |
| Schedule of Benefits – Adjusted Sales Load Rider | Varies according to the election of this optional rider; Percentage is either 1%, 2%, 3%, 4% or 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. |
| Schedule of Benefits – Premium Waiver Rider | Varies according to the election of this optional rider; Initial Monthly Specified Premium, and Start Date vary according to the election; Rate Class Multiple and Rate Class vary according to the underwriting decision. End Date is calculated as the policy anniversary on which the insured reaches attained age 65. |
| Schedule of Benefits – Additional Term Insurance Rider | Varies according to the election of this optional rider; Specified Amount and Start Date will vary according to the election; End Date will be calculated as the Maturity Date of the policy; Rate Class Multiple, Rate Class, Rate Type, Issue Age, and Monthly Flat Extra vary according to the underwriting decision. |
| Schedule of Benefits – Overloan Lapse Protection Rider | Varies according to the election of this optional rider; End Date will be calculated as the Maturity Date of the policy |
| Schedule of Benefits – Long-term Care Rider | Varies according to the election of this optional rider; Long-term Care Specified Amount (and corresponding Maximum Monthly Long-Term Care Benefit) and Start Date will vary according to the election; End Date will be calculated as the Maturity Date of the policy; Rate Class Multiple and Rate Class vary according to the underwriting decision. |
| Schedule of Benefits – Change of Insured Rider | Varies according to the election of this optional rider |

| Policy Data Page 3C | Reason |
|---|---|
| Monthly Charge per \$1,000 of Specified Amount | Varies according to the characteristics of the policy as issued. |
| 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) |
| Adjusted Sales Load Rider Charge – Policy Years 16+ | 0.00% |
| Adjusted Sales Load Adjustment Percentage | Varies according to benefits of new issue |
| Adjusted Sales Load Rider Maximum Rider Charge Period | Varies according to benefits of new issue |
| Adjusted Sales Load Rider Adjustment Period | Varies according to benefits of new issue |
| | |
| Policy Data Page 3D | Reason |
| 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 |
| 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 |
| Mortality | Sex and Smoker class vary according to issue; “STANDARD” or “x% of STANDARD” according to the table rating multiplier |
| | |
| Policy Data Page 3E | Reason |
| Table of Surrender Charges – Specified Amount | Varies according to issue |
| Table of Surrender Charges – Effective Date of Coverage | Varies according to issue |
| Table of Surrender Charges – Surrender Charge Amounts | Varies according to issue |
| Bracketed info in paragraph | Specified Amount is inserted |

| Policy Data Page 3F | Reason |
|---|--------------------------------|
| Internal Revenue Code Life Insurance Qualifaction Test Table – Qualification Test name | Varies according to issue |
| Internal Revenue Code Life Insurance Qualifaction Test Table – Attained Age | Varies according to issue |
| Internal Revenue Code Life Insurance Qualifaction Test Table – Applicable Percentages | Varies according to issue |
| | |
| Policy Data Page 3I | Reason |
| Table of Guaranteed Maximum Monthly Cost of Insurance Rate per \$1,000 of Rider Specified Amount – Spouse Insurance Rider | Varies according to new issue. |
| | |
| Policy Data Page 3K | Reason |
| Table of Guaranteed Rate Cost per \$1,000 of Net Amount at Risk – Long Term Care Rider | Varies according to new issue. |
| | |
| Policy Data Page 3L | Reason |
| Table of Guaranteed Maximum Monthly Cost of Insurance Rate per \$1,000 of Rider Death benefit – Additional Term Rider | Varies according to new issue. |
| | |
| Policy Data Page 3M, 3N | Reason |
| List of Variable Subaccounts | Varies according to issue. |



March 26, 2008

The Honorable Julie Benafield Bowman
Insurance Commissioner
Department of Insurance
1200 West Third Street
Little Rock, AR 72201-1904

Re: Form NWLA-440-M2, Individual Flexible Premium Adjustable Variable Universal Life Insurance Policy
Form VLS-0111AO, Variable Life Fund Supplement
Form VLS-0112AO, Variable Life Fund Supplement
NAIC #92657

Dear Madam:

Enclosed for filing, subject to your approval, is form NWLA-440-M2, Individual 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 Insured while the Policy is in force. The Maturity Proceeds, if any, are payable on the Maturity Date, unless it is extended. 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, unless the owner elects otherwise. If the Policy is still in force at 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 age 120. The Cash Value will continue to grow at the Fixed Account interest rate. A death benefit will be paid at the time of 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 0-85 for Standard Non-Tobacco, 18-85 for Standard Tobacco, and 18-80 for Preferred Tobacco, Preferred Non-Tobacco, and Preferred Plus Non-Tobacco.

We are also including with this product a unisex risk class. This product and unisex rates will be used in markets where the insurance Owners are required by law to purchase insurance with unisex rates. This includes qualified plans sold to individuals and qualified and non-qualified plans sold to employee/employer groups. The unisex guaranteed cost of insurance charges are based on the 2001 CSO Male Mortality Tables Rates vary by Smoker/Non-Tobacco. Guaranteed Maximum Monthly Cost of Insurance Rates will be shown on the Policy Data Pages.

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 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 from another carrier.

This Policy offers a persistency credit if the Policy is maintained through the Eligibility Date stated on the Policy Data Page. This persistency credit is not guaranteed, and we may discontinue the program at any time. Availability of the persistency credit will end on the earliest of the termination of the Policy or the Maturity Date.

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
Nationwide VLI Separate Account - G

General Distributors
Nationwide Investment Services Corporation and Waddell
and Reed, Inc.

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 National Association of Securities Dealers, Inc.

Also enclosed for review are forms VLS-0111AO and VLS-0112AO, Variable Life Fund Supplements. VLS-0111AO and VLS-0112AO allows the applicant to choose specific fund allocations. They are identical except for the funds listed in Section 2. The funds have been placed within brackets since this is variable information and subject to change frequently. Since funds are bracketed, any future additions/deletions will not be reported.

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

L-4736-99, Application for Life Insurance, approved 01-15-03
LAA-0101AR, Short Form Application for Life Insurance Part 1, approved 02-19-04
LAA-0102AR, Short Form Application for Life Insurance Part 2, approved 02-19-04
VLOB-0184-03-A, Application for Long Term Care Rider, approved 12-10-03
VLOB-0186-03-A, Supplemental Application for Long Term Care Rider, approved 12-10-03
NWLA-412-AO, Accidental Death Benefit Rider, approved 10-16-07
NWLA-414-M2, Additional Term Rider, approved 10-16-07
NWLA-415-AO, Adjusted Sales Load Rider, approved 10-16-07

NWLA-416-M2, Change of Insured Rider, approved 10-16-07
NWLA-417-M2, Children's Term Insurance Rider, approved 10-16-07
NWLA-419-AO, Overloan Lapse Protection Rider, approved 10-16-07
NWLA-420-AO, Premium Waiver Rider, approved 10-16-07
NWLA-421-AO, Waiver of Monthly Deductions Rider, approved 10-16-07
NWLA-423-M2, Spouse Rider, approved 10-16-07
NWLA-229, Long Term Care Rider, approved 02-18-05
NWLA-317, Outline of Coverage, approved 02-18-05
NWLA-318, Product Summary, approved 02-15-05

Form NWLA-440-M2 has been written in a readable fashion and attains a Flesch score of 52.3. Forms VLS-0111AO and VLS-0112AO are exempt from readability scoring. These forms are being filed concurrently in our state of domicile. .

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

Sincerely,



Dan Gallion
Specialist
NF Regulatory Filings &
Operations Team, 1-10-03
Phone: (614) 249-8116
Fax: (614) 249-1199
E-Mail: galliod@nationwide.com

DG

Enclosures:

1. Filing Letter
2. Filing Fee
3. Certifications
4. Form NWLA-440-M2, Individual Flexible Premium Adjustable Variable Universal Life Insurance Policy
5. Policy Data Pages for Sex-Distinct and Unisex
6. Form VLS-0111AO, Variable Life Fund Supplement
7. Form VLS-0112AO, Variable Life Fund Supplement
8. Actuarial Memorandum
9. Statement of Variability



AMENDATORY ENDORSEMENT

attached to and made a part of this policy issued by

NATIONWIDE LIFE AND ANNUITY INSURANCE COMPANY

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

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

Secretary

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

President



IMPORTANT INFORMATION FOR POLICYOWNERS

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

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

You may write or call:

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

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

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

You may also contact:

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

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

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

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

DISCLAIMER

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

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

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

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

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

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

COVERAGE

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

EXCLUSIONS FROM COVERAGE

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

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

The Guaranty Association also does NOT provide coverage for:

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

LIMITS ON AMOUNT OF COVERAGE

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