

SERFF Tracking Number: NWFA-125711943 State: Arkansas
Filing Company: Nationwide Life Insurance Company State Tracking Number: 39473
Company Tracking Number: FAR-0105AO
TOI: A05I Individual Annuities- Immediate Non- Variable Sub-TOI: A05I.000 Annuities - Immediate Non-variable
Product Name: Nationwide Portfolio Innovator
Project Name/Number: /

Option FAR-0105AO
Application FAA-0110AO
Data Page FAB-0111AO

Nationwide Life Insurance Company ("Nationwide") is filing the above referenced forms for general use and approval by the Department of Insurance (the "Department"). On the later of September 2, 2008 or approval by the Department and with the acceptance of the SEC filing, Nationwide will begin issuing these forms.

This is a new and innovative product. The Option will be issued with an annuity contract and is intended to be treated as an annuity product for federal income tax purposes.

The Option will be issued with the previously approved Contract, APO-4834, approved by the Department on, 06/07/2000, SERFF Filing #: AFWB-4L3JHQ456.

Description of the Option

FAR-0105AO (Supplemental Option To The Individual Single Purchase Payment Immediate Fixed Income Annuity) will be used with the Contract and is included in this filing for the Department's approval. If elected, this option is irrevocable and amends the Contract to add the following:

Only available to investors who are clients of the Asset Management Company.

The investors must have a minimum account balance designated by the Asset Management Company to purchase the contract.

The Option and Contract work together in two phases: the Account Phase during which the assets of the owner are managed by the Asset Management Company and the Annuity Phase when the Contract is issued and annuity payments are made by Nationwide.

Investment options during the Account Phase:

Investments are managed by the Asset Management Company.

Eligible investment options are available, referred to as Eligible Portfolios; investments must be invested in one of the

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Product Name: *Nationwide Portfolio Innovator*
Project Name/Number: /

Eligible Portfolios at all times.

If the value of the investments in the Account fall below a specified minimum amount or the Contract Owner lives to a certain age, payments will be made for the rest of his/her life.

Option Fee:

Guaranteed maximum Fee charged will be up to 2.00% of the Guaranteed Lifetime Withdrawal Base on an annual basis.

During the Annuity Phase, the Option Fee is not charged.

Requirements to purchase the Option:

The Value of the Account must be at least the minimum amount.

Account Values greater than \$2,000,000 must be approved by Nationwide.

Must be invested in at least one of the designated Eligible Portfolios.

Offers the option of electing the Spousal Continuation Benefit with no additional charge for the benefit, however, Guaranteed Lifetime Withdrawal Percent is lower.

Guarantees under the Option and Contract may be suspended if one of more events occur (1) Contract Owner isn't in compliance with all provisions of the option (2) Asset Management Company named on the Data Page no longer manages the designated investments (3) Contract Owner makes an additional deposit to the Account when the Account already exceeds \$2,000,000 or which causes the Account to exceed \$2,000,000.

Option may be terminated if the Contract Owner fails to cure the cause of a suspension within designated time limits.

This option has a Flesch readability score of 52.2.

Target Market

The Contract will primarily be marketed to high net worth individuals who are nearing retirement. This contract is designed to provide a lifetime stream of income in the event of market fluctuations or in the event they outlive their assets. The Contract does not protect the actual investments in their investment accounts.

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Project Name/Number: /

Description of Supplemental Option Data Page

FAB-0111AO The bracketed items on the contract specifications page are customized for each contract based on the information provided by the contract owner at time of application and are more fully detailed in the Memorandum of Variables.

Description of the Application

FAA-0110AO (the "Application") will be used to offer the Option with the Contract and is included in this filing for the Department's approval.

The replacement questions are not included on the application as the investments in the Account are mutual funds that will be liquidated to purchase the Contract.

Description of the Election Form filed as Informational Material

VAF-0230AO the Election Form will be used at the time the contract owner elects to transfer to the Annuity Phase purchasing the Contract.

Memorandum of Variables

The form is designed to be customized to meet the specific needs of each Account to which it is issued. As a result, certain items, particularly the supplemental option data page described herein, is bracketed for variability. Bracketed numerical values will reflect the least or greatest value, whichever is most favorable to the contract owner. If ranges are provided, Nationwide will constrain variability to the stated ranges. Please see the Memorandum of Variables included in this submission for a full explanation on variability.

Other Information

Nationwide certifies that, to the best of its knowledge and belief, the forms submitted comply with all of the laws and regulations of your state.

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 Product Name: Nationwide Portfolio Innovator
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Nationwide's printers use various fonts and layouts; therefore, Nationwide reserves the right to format the pages of these forms to conform to the printer's requirements. No change in language will occur, only a possible page break or page renumbering.

Company and Contact

Filing Contact Information

Clara Pollard, Sr. Compliance Analyst, pollarc@nationwide.com
 Corporate Compliance
 PO Box 182455 (800) 691-0023 [Phone]
 Columbus, OH 43272-8921 (614) 249-2112[FAX]

Filing Company Information

Nationwide Life Insurance Company CoCode: 66869 State of Domicile: Ohio
 PO Box 182455 Group Code: 140 Company Type:
 1-09-V2
 Columbus, OH 43272-8921 Group Name: State ID Number:
 (800) 691-0023 ext. [Phone] FEIN Number: 31-4156830

Filing Fees

Fee Required? Yes
 Fee Amount: \$60.00
 Retaliatory? No
 Fee Explanation: Per form \$20 (\$20 X 3 = \$60)
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Nationwide Life Insurance Company	\$60.00	06/30/2008	21140757

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	07/02/2008	07/02/2008

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Election form for informational purposes only		Yes
Supporting Document	Memorandum of Variables		Yes
Form	Option		Yes
Form	Data Page		Yes
Form	Application		Yes

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Form Schedule

Lead Form Number: FAR-0105AO

Review Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	FAR-0105AO	Policy/Cont Option ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		52	Option - FAR-0105AO.pdf
	FAB-0111AO	Policy/Cont Data Page ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0	Supplemental Option Data Page - FAB-0111AO.pdf
	FAA-0110AO	Application/ Enrollment Form	Initial		0	Application - FAA-0110AO Bracketed John Doe.pdf

**NATIONWIDE LIFE INSURANCE COMPANY
ONE NATIONWIDE PLAZA
COLUMBUS, OHIO 43215**

**SUPPLEMENTAL OPTION TO THE INDIVIDUAL SINGLE PURCHASE PAYMENT IMMEDIATE FIXED
INCOME ANNUITY**

General Information Regarding this Option

This option is made part of the Contract to which it is attached and is effective on the date it is elected.

Nationwide will not start any payments under the Contract until and unless either of the triggering events, found in the Annuity Phase section of this Option, occur.

This option and Contract to which it is attached work together in two phases: an "Account Phase" and an "Annuity Phase." This option contains the terms and conditions of the Account Phase. The Contract contains the terms and conditions of the Annuity Phase, except as stated in the option.

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

Guarantees of the Supplemental Option

Subject to the terms and conditions set forth in this supplemental option, Nationwide guarantees that it will provide Annuity Payments for the life of the Annuitant and Co-Annuitant, if any, in accordance with the Contract by multiplying the Guaranteed Lifetime Withdrawal Base by the Guaranteed Lifetime Withdrawal Percentage to determine the amount of the Annuity Payments.

Eligibility to Purchase Option

This supplemental option is only offered to investors who have their investments managed by the Asset Management Company. The Contract Owner, Joint Owner, if any, Annuitant or Co-Annuitant, if any, must be the maximum issue age of 85 or younger.

During the Account Phase, the assets covered by this option are held in an advisory account ("Account") managed by the Asset Management Company. The assets must be held in an Eligible Portfolio listed on the supplemental option data page. Once the Contract Owner has chosen an Eligible Portfolio, the

Contract Owner must remain invested in that same Eligible Portfolio until and unless the Minimum Account Value has been reached before the Withdrawal Start Date. There must be at least the Eligible Account Value in the Account in order to purchase the supplemental option and Contract. The Contract Owner must execute an agreement with the Asset Management Company that provides for the deduction and remittance of the Fee to Nationwide.

Fee

Nationwide will deduct an annual charge of up to 2.00% of the current value of the Guaranteed Withdrawal Benefit Base. The fee will be taken on a quarterly basis. A prorated fee for any partially completed quarter will be refunded upon full termination of the Contract.

The fee will be assessed as long as the conditions in this option remain in-force or until the Annuity Phase begins.. The Fee is shown on the supplemental option data page.

Definitions

The following definitions are added to the Contract:

Account – The assets the Contract Owner owns which are managed by the Asset Management Company and invested in accordance with this option.

Account Phase – Assets are managed by the Asset Management Company. The obligations of Nationwide and the Contract Owner during the Account Phase are set forth in this option. During the Account Phase no assets are held or managed by Nationwide.

Account Value – The value of the assets in the Account, as determined as of the close of business on a Valuation Date.

Annuity Date – The date on which Nationwide receives the Premium.

Annuity Payments – Guaranteed payments Nationwide makes under the Contract.

Annuity Phase – Triggered by certain events as described in the option. The Account Value is transferred to the Contract and Nationwide begins making Annuity Payments to the Annuitant, and Co-Annuitant, if any.

Asset Management Company – The company who manages the Account and who is named on the supplemental option data page.

Chosen Portfolio – The Eligible Portfolio the Contract Owner elects on the supplemental option application and shown on the supplemental option data page.

Co-Annuitant – The spouse of the Annuitant on whose life guaranteed lifetime withdrawals under the Spousal Continuation Benefit will also apply. A Co-Annuitant may only be named when the Spousal Continuation Benefit is elected.

Eligible Account Value – The minimum amount required to be in the Chosen Portfolio when this option is purchased. This amount is shown on the supplemental option data page.

Eligible Portfolio – The investment options available under the option, one of which must be held in the Account.

Guaranteed Lifetime Withdrawal Amount – The amount that can be withdrawn from the Account every year without reducing the Guaranteed Lifetime Withdrawal Base. This amount is non-cumulative, meaning that it cannot be carried over from one year to the next. The initial Guaranteed Lifetime Withdrawal Amount is shown on the supplemental option data page.

Guaranteed Lifetime Withdrawal Base – The amount upon which the Guaranteed Lifetime Withdrawal Amount is calculated. The Guaranteed Lifetime Withdrawal Base may increase or decrease. At the time this option is purchased, the Guaranteed Lifetime Withdrawal Base is equal to the Account Value.

Guaranteed Lifetime Withdrawal Percentage – The percentage multiplied by the Guaranteed Lifetime Withdrawal Base to determine the Guaranteed Lifetime Withdrawal Amount.

Minimum Account Value – The greater of:

1. the amount determined by the Asset Management Company, as shown on the supplemental option data page; or
2. the Guaranteed Lifetime Withdrawal Amount.

Minimum Account Portfolio – The Eligible Portfolio available if the Minimum Account Value is reached before the Withdrawal Start Date.

Premium – The amount that is in the Account when the Annuity Phase begins. This amount is transferred to Nationwide when the Annuity Phase begins and is applied to the Contract.

Option Anniversary – Any anniversary of the date Nationwide issues this option.

Option Year – The one-year period starting on the date Nationwide issues this option.

Spousal Continuation Benefit – An election allowing a spouse to be named as a Co-Annuitant so that the Guaranteed Lifetime Withdrawal Percentage will be paid during the lifetimes of the Annuitant and Co-Annuitant.

Valuation Date – Each day the New York Stock Exchange is open for business. The value of the Account is generally determined at the end of each Valuation Date, which is generally at 4:00 p.m. Eastern Time, but may be earlier on certain days and as conditions warrant.

Withdrawal Start Date – The date the Contract Owner is eligible to begin taking annual withdrawals of the Guaranteed Lifetime Withdrawal Amount from the Account. It is shown on the supplemental option data page.

ACCOUNT PHASE

Guaranteed Lifetime Withdrawal Base

The initial Guaranteed Lifetime Withdrawal Base is the Account Value when this option is purchased. The Guaranteed Lifetime Withdrawal Base can increase or decrease.

Nationwide calculates the annual option Fee based upon the Guaranteed Lifetime Withdrawal Base. Any increases or decreases to the Guaranteed Lifetime Withdrawal Base will increase or decrease the Fee in the same manner.

Increases to the Guaranteed Lifetime Withdrawal Base

The Guaranteed Lifetime Withdrawal Base can be increased in two ways:

Additional Deposits to the Account

Nationwide will automatically increase the Guaranteed Lifetime Withdrawal Base by the amount of additional deposits the Contract Owner makes to the Account.

Increases in Account Value

If the terms and conditions of the supplemental option have not changed and the Account Value exceeds the Guaranteed Lifetime Withdrawal Base on the Option Anniversary, Nationwide will automatically reset the Guaranteed Lifetime Withdrawal Base.

If the terms and conditions of the supplemental option have changed and the Account Value exceeds the Guaranteed Lifetime Withdrawal Base on the Option Anniversary, then the Contract Owner may elect to reset the Guaranteed Lifetime Withdrawal Base where such election will result in an increase to the Guaranteed Lifetime Withdrawal Base. If made, such election must be received within 60 days after any Option Anniversary. Nationwide will provide the Contract Owner with the Account Value and Guaranteed Lifetime Withdrawal Base information and will provide instructions on how to communicate an election to reset the Guaranteed Lifetime Withdrawal Base. The reset of the Guaranteed Lifetime Withdrawal Base, if elected, will be subject to the current terms and conditions of the option.

If Nationwide does not receive a Contract Owner’s election to reset the Guaranteed Lifetime Withdrawal Base within 60 days after the Option Anniversary, Nationwide will not reset the Guaranteed Lifetime Withdrawal Base.

Nationwide will provide written notice to the Contract Owner of any changes to the supplemental option terms and conditions, which include acceptable investments and allocation of those investments in the Account, any supplemental option charges and Guaranteed Lifetime Withdrawal Percentages.

Decreases to the Guaranteed Lifetime Withdrawal Base

Nationwide will not reduce the Guaranteed Lifetime Withdrawal Base due to market performance.

Nationwide will only reduce the Guaranteed Lifetime Withdrawal Base if the Contract Owner makes either an early withdrawal or an excess withdrawal from the Account.

Early Withdrawal

An early withdrawal is any withdrawal the Contract Owner makes prior to the Withdrawal Start Date. Nationwide will reduce the Guaranteed Lifetime Withdrawal Base by the greater of (a) or (b), where:

- (a) = the dollar amount of the early withdrawal; and
- (b) = a “proportional amount” derived from the following calculation: $(A \div B) \times C$, where:
 - A = the dollar amount of the early withdrawal;
 - B = the Account Value on the date of the early withdrawal; and
 - C = the Guaranteed Lifetime Withdrawal Base on the date of the early withdrawal.

Excess Withdrawal

An excess withdrawal is any withdrawal taken after the Withdrawal Start Date that, during any calendar year, exceeds the Guaranteed Lifetime Withdrawal Amount. Nationwide will reduce the Guaranteed Lifetime Withdrawal Base by the greater of (a) or (b) where:

- (a) = the dollar amount of the excess withdrawal (the amount withdrawn during any calendar year in excess of the Guaranteed Lifetime Withdrawal Amount); and
- (b) = a “proportional amount” derived from the following calculation: $(A \div B) \times C$, where:
 - A = the dollar amount of the excess withdrawal;
 - B = the Account Value on the date of the excess withdrawal; and
 - C = the Guaranteed Lifetime Withdrawal Base on the date of the excess withdrawal.

Withdrawal Exception

Withdrawals up to a certain amount can be deducted from the Account each calendar quarter to pay for advisory and other service fees associated with the

Account without being considered Early Withdrawals/Excess Withdrawals, as applicable (“Withdrawal Exception”). Currently, the maximum amount of the Withdrawal Exception is indicated on the supplemental option data page.

If the actual fees for advice and other services exceed the Withdrawal Exception, and the Contract Owner withdraws the entire fee amount from the Account, the amount withdrawn above the Withdrawal Exception will be considered an Early Withdrawal/Excess Withdrawal, as applicable, and will reduce your Guaranteed Lifetime Withdrawal Base.

Account Value reaches Minimum Account Value before Withdrawal Start Date

If the Account Value reaches the Minimum Account Value before the Withdrawal Start Date, the Contract Owner has three options:

1. Add more money to the Account Value to bring the Account Value above the Minimum Account Value; or
2. Terminate the option and Contract; or
3. Transfer the Account Value to the Minimum Account Value Eligible Portfolio. All of the other terms and conditions of this option remain the same.

ANNUITY PHASE

After the Withdrawal Start Date, if and when either of the following triggering events occurs, the Contract will begin the Annuity Phase:

- After the Withdrawal Start Date, the Account Value falls below the greater of \$15,000 or the Guaranteed Lifetime Withdrawal Amount (the “Minimum Account Value”); or
- the Contract Owner, after reaching the Withdrawal Start Date, affirmatively elects to begin the Annuity Phase.

The Account will then be closed with the Asset Management Company and any remaining Account Value will be transferred to the Contract. At this time, Nationwide will begin making annual guaranteed fixed Annuity Payments to the Annuitant or to the Co-Annuitant, if the Spousal Continuation Option, described herein, is elected. The amount of the Annuity Payments will be based upon the most recent Guaranteed Lifetime Withdrawal Base and the Guaranteed Lifetime Withdrawal Percentage.

Spousal Continuation Benefit

The Contract Owner may elect the Spousal Continuation Benefit offered with this option. The Guaranteed Lifetime Withdrawal Amount will be paid during the joint lives of the Annuitant and Co-Annuitant. If the Spousal Continuation Benefit is elected, the Guaranteed Lifetime Withdrawal Percentage will be lower. The Guaranteed Lifetime Withdrawal Percentage with the Spousal Continuation Benefit is set forth on the supplemental option data page.

There is no cost for this benefit.

In order to take advantage of this additional benefit the following will apply.

1. The Spousal Continuation Option must be elected at the time the option is purchased.
2. The spouses must own the Account as Joint Contract Owners.
3. One spouse must be named as the Annuitant and the other spouse must be named as the Co-Annuitant.
4. If the marriage terminates due to divorce, dissolution, or annulment prior to the Withdrawal Start Date or after the Withdrawal Start Date but no withdrawals have been taken, Nationwide will remove the Spousal Continuation Option from the Contract upon written request and evidence of the marriage termination that is satisfactory to Nationwide. After removal of the Spousal Continuation Option, the Guaranteed Lifetime Withdrawal Percentage will be increased to the amount guaranteed for a non-spousal Contract Owner. Once the Spousal Continuation Option is removed from the Contract, the option may not be reelected or added to cover a subsequent spouse.
5. If the marriage terminates due to divorce, dissolution, or annulment on or after the Withdrawal Start Date, and the Contract Owners have taken one or more withdrawals, Nationwide will not pay the ex-spouse, however the Guaranteed Lifetime Withdrawal Percentage will remain at the lower percentage rate.
6. The Withdrawal Start Date is the date the younger spouse turns 65.

Suspension of the Option

Nationwide may suspend any increases to the Guaranteed Lifetime Withdrawal Benefit Base if any of the following events occur:

- The Contract Owner does not comply with all provisions of this option, including, but not limited to, the requirement that the Contract Owner invest the assets in the Account in an Eligible Portfolio and remain invested in the Chosen Eligible Portfolio and the requirement that the Contract Owner execute an agreement with the Asset Management Company that provides for the deduction and remittance of the Fee;
- The Asset Management Company listed on the supplemental option data page no longer manages the Eligible Portfolios and new investments are being made available for election; or
- The Contract Owner makes an additional deposit to the Account when the value of the Account already exceeds \$2,000,000, or if the Contract Owner makes an additional deposit to the Account that causes the Account to exceed \$2,000,000.

If one of the suspension events occurs, Nationwide will provide the Contract Owner with a suspension notice indicating what exactly is triggering the suspension. The purpose of this suspension notice is to give the Contract Owner the opportunity to cure the issue that has triggered the suspension. If the Contract Owner takes corrective action within the cure period, as stated on the supplemental option data page, in a manner acceptable to Nationwide, the suspension will be lifted.

If the Contract Owner does not cure the issue within the cure period Nationwide will terminate this option and the Contract.

Suspension because the Account is invested outside of Chosen Eligible Portfolio:

Nationwide will only allow the Contract Owner one chance to cure a suspension resulting from the Contract Owner investing outside the Chosen Eligible Portfolio. The second time the Contract Owner invests outside the Chosen Eligible Portfolio, the option and Contract will terminate.

Suspension because Asset Management Company no longer manages the Eligible Portfolios:

If the Asset Management Company no longer manages the Eligible Portfolios, the purpose of the suspension notice is to give the Contract Owner the opportunity to preserve the guarantees under the option. The Contract Owner can accomplish this in two ways:

- 1) by transferring the Account Value to another asset management company approved by Nationwide; or
- 2) by transferring the assets in the Account to an annuity contract that Nationwide, or one of its affiliates, offer.

For 1) above, Nationwide must have entered into a written agreement with the new asset management company with respect to eligible portfolios and administration of the Account. If the Contract Owner decides to transfer the assets in the Account to the new asset management company approved by Nationwide, Nationwide will not charge any transfer fees. Additionally, the value of the guarantees transferred will be equal to the Guaranteed Lifetime Withdrawal Base on the Valuation Date of the Transfer.

For 2) above, the amount transferred to the new annuity contract will be equal to the value of the Account on the Valuation Date of the transfer.

Termination of the Option

Nationwide may terminate this option and the Contract if either of the following events occur:

- The Contract Owner fails to cure the cause of a Contract suspension within the suspension cure period; or
- There is a violation of any material rights or obligations imposed by law as determined by governing regulatory and/or judicial bodies.

Contract Provisions Modified by the Option

The definitions for Beneficiary and Contingent Beneficiary in the **DEFINITIONS** section of the Contract are hereby deleted and replaced with the following:

Beneficiary – The person designated to receive any remaining Premium, if any, after the death of the Annuitant and Co-Annuitant, if any.

The second paragraph in the provision for Annuitant/Co-Annuitant and Non-Qualified Contract in the **OWNERSHIP PROVISIONS** section of the Contract is hereby deleted.

The first sentence following the “Beneficiary” section of the Contract under “Ownership Provisions” is hereby deleted and replaced with the following:

The Beneficiary is the person designated to receive any remaining Premium, if any, after the death of the Annuitant and Co-Annuitant, if any.

The **INCOME OPTIONS** section of the Contract is hereby deleted and replaced with the following:

INCOME OPTIONS

Any annuity income option not set forth in the Contract which is satisfactory to both the Company and the Owner may be selected. Options available for Contracts issued to IRAs may be limited based on the age of the Annuitant (and Co-Annuitant, if applicable) and distribution requirements under the Code.

Single Life

Annuity payments will be paid during the lifetime of the Annuitant. Payments will cease with the last payment due prior to the death of the Annuitant.

Executed for Nationwide by:



Secretary

The “**Restrictions of Withdrawals**” Section is hereby deleted and replaced with the following:

To assist in preventing disqualification in the event of a withdrawal during the ten day look period, the Company will agree to transfer the proceeds to another contract which meets the requirements of Code Section 408 (for IRAs), upon proper direction by the Owner.

The Death of Annuitant subsection under the **DEATH PROVISIONS PRIOR TO THE INCOME START DATE** section is hereby deleted and replaced with the following:

Death of Annuitant

If the Annuitant dies prior to the Income Start Date but after the Account Value has been transferred to the Contract, and there is no Co-Annuitant, this Contract will terminate and the Premium, less any applicable premium tax, shall be paid to the Beneficiary.

The Death of Annuitant subsection under the **DEATH PROVISIONS AFTER THE INCOME START DATE** section is hereby deleted and replaced with the following:

Death of Annuitant

If the Annuitant dies after the Income Start Date, and there is no Co-Annuitant, this Contract will terminate and any remaining Premium, less any applicable premium tax, shall be paid to the Beneficiary.



President



1. Option Information - Account Phase

1a. Account Registration Type *Must specify by checking a box.*

- Non-Qualified SEP IRA IRA
- SIMPLE IRA Roth IRA

1b. Account to be Guaranteed

Approximate Amount: \$ 150,000.00

Custodial Account Number: (This is the account where the assets to be insured are held.)

For IRA accounts owned by clients who will be 70 1/2 or older this calendar year, please provide the following information for the Internal Revenue Service (IRS) Required Minimum Distribution:

The December 31 value of this IRA last year: \$

The total amount of withdrawals taken for this IRA so far this calendar year: \$

2. Parties to the Contract *Please print.*

2a. Contract Owner *(Contract Owner must be age 85 or younger.)*

First Name: MI: Last Name:

Employer/Trust Name (if applicable):
(Additional forms required. Please see the New Business enrollment packet.)

Date of Birth: Sex: M F Soc. Sec. No. or Tax ID:

Street:
City: State: ZIP:

2b. Joint Contract Owner *(Joint Owner must be age 85 or younger.) Limited to spouses except in HI, NY and VT.*

First Name: MI: Last Name:

Date of Birth: Sex: M F Soc. Sec. No. or Tax ID: - -

Address: Same address as owner Street:
City: State: ZIP:

2c. Annuitant *Same as owner unless owned by a Custodian or a Trust. Complete only if different than Contract Owner. (Annuitant must be age 85 or younger.)*

First Name: MI: Last Name:

Date of Birth: Sex: M F Soc. Sec. No. or Tax ID: -

Address: Same address as owner Street:
City: State: ZIP:



3. Spousal Continuation Option



Please select one Option. If an Option is not elected, Nationwide will default to NOT electing this Option. If this Option is elected, please provide your spouse's information.

I elect this option

By electing the Spousal Continuation Benefit, you are accepting a lower guaranteed Lifetime Withdrawal Percentage. (Both spouses must be age 85 or younger.) Please note that the ability to begin Guaranteed Lifetime Withdrawals is based on the age of the younger spouse.

I DO NOT elect this option (This option can NOT be added at a later date.)

3a. Spousal Information/Co-Annuitant (Must be age 85 or younger.) With Spousal Continuation, both spouses will be primary beneficiaries.

First Name: MI: Last Name:
 Date of Birth: Sex: M F Soc. Sec. No. or Tax ID:
 Address: Same address as owner Street:
 City: State: ZIP:

4. Models Invested In

Select only **one** model. You must remain in this model for the duration of this Option unless and until you have reached the minimum account value before the withdrawal start date.

- PMC Select Portfolio – Conservative
- PMC Select Portfolio – Conservative Growth
- PMC Select Portfolio – Moderate
- PMC Select Portfolio – Moderate Growth
- PMC Select Portfolio – Conservative (with Municipals)
- PMC Select Portfolio – Conservative Growth (with Municipals)
- PMC Select Portfolio – Moderate (with Municipals)
- PMC Select Portfolio – Moderate Growth (with Municipals)
- SIGMA Mutual Fund Solution – Conservative
- SIGMA Mutual Fund Solution – Conservative Growth
- SIGMA Mutual Fund Solution – Moderate
- SIGMA Mutual Fund Solution – Conservative (with Municipals)
- SIGMA Mutual Fund Solution – Conservative Growth (with Municipals)
- SIGMA Mutual Fund Solution – Moderate (with Municipals)



5. State Disclosures

Notice to AR, CO, KY, LA, ME, NM, OH and TN Residents Only: Any person who, knowingly and with intent to injure, defraud or deceive any insurance company or other person, files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which may be a crime and may subject such person to criminal and civil penalties, fines, imprisonment, or a denial of insurance benefits.

Notice to DC Residents Only: WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

Notice to PR Residents: Any person who knowingly, or with the intention to defraud, includes false information in an application for insurance, or files, assists or abets in the filing of a fraudulent claim to obtain payment for a loss or other benefit, or files more than one claim for the same loss or damage, commits a felony. If found guilty, said person shall be punished for each violation with a fine of no less than five thousand dollars (\$5,000), not to exceed ten thousand (\$10,000); or imprisoned for a fixed term of three (3) years, or both. If aggravating circumstances are present, the jail term may be reduced to a minimum of two (2) years.

Notice to OK Residents Only: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

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

6. Contract Owner Signatures and Authorizations

Yes No Are you a U.S. Citizen? If No, Country of Citizenship

I understand the purpose and intent of this Contract is to offer benefits to individuals. I hereby acknowledge that this Contract will not be used with other contracts issued by Nationwide to cover a single life with more than \$2 million in premium without permission from Nationwide. I hereby acknowledge that I do not represent a corporate entity or institutional investor. I hereby acknowledge that I am purchasing this contract for myself and that I do not intend to immediately assign any benefits under this contract to a corporate entity or institutional investor.

To the best of my knowledge and belief, I hereby represent my answers to the above questions and all statements herein to be accurate and complete. I acknowledge that I have received and understand the current prospectus for this individual single premium immediate fixed Contract.

I have been advised to consult with a tax professional concerning the taxation of any annuity payments that I may receive under the contract.

I understand that Nationwide may suspend or terminate any benefits under the Option if I do not keep the assets in my Account invested in an Eligible Portfolio.

I understand that I must execute an agreement with the Asset Management Company to provide the deduction and remittance of the Fee.

NOTICE TO FLORIDA RESIDENTS ONLY: Any person who knowingly and with intent to injure, defraud, or deceive any Company files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

When you sign this application, you are agreeing to the elections you have made and acknowledging your understanding of the terms and conditions described in this application. If you have any questions, ask your Registered Representative BEFORE you sign this application.

 **Contract Owner Must Sign Here:** John Q. Doe

Joint Contract Owner Signature (if any): Jane M. Doe

State In Which Application Was Signed: Date:

Contract Owner's Daytime Phone Number: ()

Contract Owner's E-mail Address:



7. Registered Representative* Information

7a. Primary Registered Representative* Information *(Please print.)*

First Name: MI: Last Name:

Phone:

E-mail:

Broker/Dealer Name:

SSN #: (Not required if broker and broker dealer name are printed clearly above.)

When the Registered Representative signs this application, he/she is agreeing to all the terms and conditions applicable to him/her as the Registered Representative.

Signature: Thomas A Moore

Florida License Identification #: (Florida Agents only):

** Registered Representatives are Insurance Agents.*

7b. Additional Registered Representative* Information *(Please print.)*

First Name: MI: Last Name:

Phone:

E-mail:

Broker/Dealer Name:

SSN #: (Not required if broker and broker dealer name are printed clearly above.)

When the Registered Representative signs this application, he/she is agreeing to all the terms and conditions applicable to him/her as the Registered Representative.

Signature:

Florida License Identification #: (Florida Agents only):

** Registered Representatives are Insurance Agents.*

Affix Registered Representative label here if applicable.



SERFF Tracking Number: NWFA-125711943 State: Arkansas
Filing Company: Nationwide Life Insurance Company State Tracking Number: 39473
Company Tracking Number: FAR-0105AO
TOI: A05I Individual Annuities- Immediate Non- Variable Sub-TOI: A05I.000 Annuities - Immediate Non-variable
Product Name: Nationwide Portfolio Innovator
Project Name/Number: /

Supporting Document Schedules

Review Status:

Satisfied -Name: Certification/Notice 06/26/2008

Comments:

Reg. 19 and 49 do not pertain to this filing because a contract is not being filed.

Attachment:

Readability Cert.pdf

Review Status:

Satisfied -Name: Election form for informational purposes only 06/26/2008

Comments:

Attachment:

Election Form VAF-0230AO.pdf

Review Status:

Satisfied -Name: Memorandum of Variables 06/26/2008

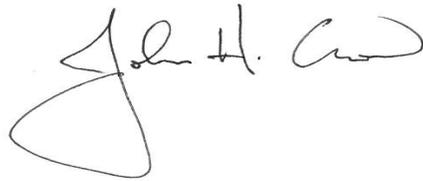
Comments:

Attachment:

Memorandum of Variables AO.pdf

Certification

This is to certify that the attached _____ Supplemental Option _____
Form No. FAR-0105AO _____ has achieved a Flesch Reading Score of 52.2 _____
and complies with the requirements of Ark. Stat. Ann §§ 23-80-204 and 23-80-206(d) of the Life and
Disability Insurance Policy Language Simplification Act.



Signature

John H. Crow, Associate Vice President
Officer and Title

Nationwide Life Insurance Company
Name of Company

June 30, 2008
Date

Nationwide Portfolio InnovatorSM Annuity Phase Election Form



Mail to: Nationwide Financial^{®*}, PO Box 182021, Columbus, Ohio 43218-2021, 1-877-877-4217

Page 1 of 2

1. Owner Information *Please print.*

1a. Contract Number

Nationwide Portfolio InnovatorSM Contract Number (NPI#):

1b. Contract Owner

First Name: MI: Last Name:

Employer/Trust Name (if applicable):

(Additional forms required. Please see the New Business enrollment packet.)

Date of Birth: Sex: M F Soc. Sec. No. or Tax ID:

Street:

City: State: ZIP:

2. Beneficiaries *Allocation to all Primary Beneficiaries must equal 100%. Contingent Beneficiaries must also equal 100%*

Check one: First Name: MI: Last Name:
 Primary Relationship to Annuitant: Allocation (whole % only): %
 Contingent Social Security Number: - - Date of Birth:

Check one: First Name: MI: Last Name:
 Primary Relationship to Annuitant: Allocation (whole % only): %
 Contingent Social Security Number: - - Date of Birth:

Check one: First Name: MI: Last Name:
 Primary Relationship to Annuitant: Allocation (whole % only): %
 Contingent Social Security Number: - - Date of Birth:

If more than three Beneficiaries, list additional names on Beneficiary Options form (in New Business Enrollment Forms Packet).

3. Income Start Date

/ /
MM DD YYYY

Each periodic payment is typically received within seven (7) to ten (10) business days following the income payment date.

4. Frequency of Payments *Please note: Although you can elect the frequency of payment, Nationwide reserves the right to decrease the frequency such that each scheduled payment is at least \$100.*

I elect (choose only **one**): Monthly Quarterly Semi-Annually Annually

**Nationwide Financial annuities are issued by Nationwide Life Insurance Company and Nationwide Life and Annuity Insurance Company.*





5. Method of Payment *If this section is not completed, Nationwide will default to a check to the Annuitant.*

Direct Deposit (A voided check or letter of instruction from your bank on bank letterhead is required.)
 Checking Saving Financial Institution Name:
ABA/Transit Number: Account Number:
 Third Party (Please complete the following fields)
Check payable to/Name:
Address:
City, State, ZIP:

6. Tax Withholding

A. Do not withhold taxes from my income payments (*Do not complete B or C*)
B. I want my withholding from each income payment to be figured using the number of allowances and marital status
Marital Status Single Married Married, but withhold at higher single rate
Number of Allowances (*You may also designate an additional amount in item C*)
C. Withhold the following additional amount from each income payment (*You must also complete item B*)



If this section is blank, Nationwide defaults to withholding taxes based on current withholding rules.

Federal Withholding % OR \$
 State Withholding % OR \$

For State Withholding, please list your state of residence:

7. Contract Owner Signatures

I understand that by filling out this form, I am authorizing the investment management company to close my Account and send my money to Nationwide.
I understand that this will start the Annuity Phase of my contract, and Nationwide will begin sending my Guaranteed Lifetime Withdrawal payments as instructed.
I understand that these payments from Nationwide will continue until the later of my death or the Joint Annuitant's death, if applicable.
When you sign this election form, you are agreeing to the elections you have made and acknowledging your understanding of the terms and conditions described in this election form. If you have any questions, ask your Registered Representative BEFORE you sign this election form.

STOP **Contract Owner Must Sign Here:**
Joint Contract Owner Signature (if any):
Contract Owner's Daytime Phone Number: () Date:
Contract Owner's E-mail Address:



MEMORANDUM OF VARIABLES

Language bracketed as variable, unless otherwise specified, will not be subject to change. Brackets denote the language will either be inserted verbatim or not included as applicable.

Supplemental Option to Single Purchase Payment Immediate Fixed Income Annuity Contract

Option (FAR-0150AO)

Nationwide officers' signatures are bracketed as they change over time.

Application (FAA-0110AO)

The post office box and zip code found in the address are bracketed as well as the phone number, because these items may change over time.

The product identifier number in the bottom right-hand corner is bracketed as other proprietary relationships may decide to market this product.

Supplemental Option Data Page (FAB-0111AO)

Issuing Information - The bracketed items on the data page are customized for each contract based on the information provided by the contract owner at time of application.

CUSTOMER INFORMATION

Co-Annuitant This information will only be displayed on the data page if a Co-Annuitant is selected.

ELIGIBILITY TO PURCHASE OPTION

Asset Management Company: contracted	This will vary, for example Envestnet is an asset management company to sell this product.
Eligible Account Value:	Set by the asset management company.
Minimum Account Value	\$0 is the minimum and \$100,000 is the maximum value.
Withdrawal Start Date:	The date the contract owner or younger spouse reaches the Withdrawal Start Date.
Suspension Cure Period:	Maximum of 90 days.

SPOUSAL CONTINUATION OPTION

Spousal Continuation Option	No Charge*	Yes or No, will display on the data page depending on the contract owners election.
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SUMMARY OF ACCOUNT

Account Value Upon Purchase: \$25,000 is the minimum and \$2,000,000 is the maximum value permitted in the Account when this option is purchased.

Asset Allocation Models: **Eligible Portfolio:** Only the Portfolio elected by the Contract Owner will display on the data page.
Fee: 0% is the minimum and 2% is the maximum fee that will be charged in accordance with the option.

Guaranteed Lifetime Withdrawal Percentages: The option elected (with or without Spousal Continuation) will display on the data page. 1% is the minimum and 10% is the maximum guaranteed lifetime withdrawal percentage.

Initial Guaranteed Lifetime Withdrawal Amount: The Initial Guaranteed Lifetime Withdrawal Amount is determined by multiplying the Account Value Upon Purchase by the Guaranteed Lifetime Withdrawal Percentages, therefore \$2,500 is the minimum and \$200,000 is the maximum withdrawal amount.

Maximum Withdrawal Exception: 0% is the minimum and 2% is the maximum percentage permitted.