

SERFF Tracking Number: NWPA-125735382 State: Arkansas
Filing Company: Nationwide Life and Annuity Insurance Company State Tracking Number: 39654
Company Tracking Number:
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
Adjustable Life
Product Name: NWLA-371-M2, Modified Single Premium Universal Life Insurance Policy
Project Name/Number: /

Filing at a Glance

Company: Nationwide Life and Annuity Insurance Company

Product Name: NWLA-371-M2, Modified Single SERFF Tr Num: NWPA-125735382 State: ArkansasLH
Premium Universal Life Insurance Policy

TOI: L09I Individual Life - Flexible Premium SERFF Status: Closed State Tr Num: 39654
Adjustable Life

Sub-TOI: L09I.001 Single Life Co Tr Num: State Status: Approved-Closed

Filing Type: Form Co Status: Reviewer(s): Linda Bird

Authors: Dan Gallion, Carrie Ruhlen Disposition Date: 07/25/2008

Date Submitted: 07/17/2008 Disposition Status: Approved

Implementation Date Requested: 10/20/2008 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: 07/25/2008

State Status Changed: 07/25/2008 Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

RE: Form NWLA-371-M2, Modified Single Premium Universal Life Insurance Policy

Form LAA-0105M1, Application for Life Insurance

NAIC# 92657

Enclosed for filing, subject to your approval, are forms NWLA-371-M2 and LAA-0105M1. These are new forms and will

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not replace any existing forms. This product will be marketed to the general public on an individual basis thru broker/dealers and insurance agents licensed with our Nationwide Life and Annuity Insurance Company. We intend to market this product with an illustration.

NWLA-371-M2, Modified Single Premium Universal Life Insurance Policy

The policy features a Death Benefit maturing at age 120 with limited premium flexibility. If the policy is in force at the Maturity Date, the Policy Maturity Date will automatically be extended until the death of the Insured unless elected otherwise.

This policy is non-participating, with no dividends being paid. The issue ages for this plan are 35-80 for Preferred Non-Tobacco, Standard Non-Tobacco, Preferred Tobacco, and Standard Tobacco.

LAA-0105M1, Application for Life Insurance

This application has been designed to be used specifically for our Modified Single Premium Universal Life Insurance Policy. This application will be available on a simplified underwriting basis only.

Readability Scores

Listed below are the applicable Flesch scores for each form for which we are requesting approval:

NWLA-371-M2; 56.3

LAA-0105M1; 45.0

The following previously approved may also be used with this policy:

NWLA-171, Long Term Care Rider - approved 12-10-03

NWLA-172, Outline of Coverage for Long Term Care Rider, approved 12-10-03

NWLA-207-A, Long Term Care Rider Product Summary, approved 12-02-04

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

L-4736-99, Application for Life Insurance, approved 01-15-03

LAA-0104M1, Application for Life Insurance Instant Issue Only, approved 07-31-07

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These forms are being filed concurrently in our state of domicile.

Thank you for your prompt attention to this filing. Please feel free to call me at 1-800-882-2822 (ext. 98116) if you have any questions.

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	07/17/2008	21461817

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	07/25/2008	07/25/2008

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Linda Bird	07/18/2008	07/18/2008	Dan Gallion	07/21/2008	07/21/2008

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Disposition

Disposition Date: 07/25/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		Yes
Supporting Document	Health - Actuarial Justification		No
Supporting Document	Outline of Coverage		No
Supporting Document	Life Actuarial Memorandum		No
Supporting Document	Statement of Variability		Yes
Supporting Document	Cover Letter		Yes
Supporting Document	Previously approved forms		Yes
Form	Modified Single Premium Universal Life Insurance Policy		Yes
Form	Sample Policy Data Pages		Yes
Form	Application for Life Insurance		Yes

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Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 07/18/2008
Submitted Date 07/18/2008

Respond By Date

Dear Dan Gallion,

This will acknowledge receipt of the captioned filing.

Objection 1

- Certification/Notice (Supporting Document)

Comment: Filings of "universal life" type contracts are subject to Regulation 34. Please assure us that you are in compliance with Regulation 34.

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

Response Letter

Response Letter Status Submitted to State
Response Letter Date 07/21/2008
Submitted Date 07/21/2008

Dear Linda Bird,

Comments:

Response 1

Comments: To the best of our knowledge and belief we are in compliance with Regulation 34. Please let us know if you have any further questions.

Thanks for your help.

Related Objection 1

Applies To:

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- Certification/Notice (Supporting Document)

Comment:

Filings of "universal life" type contracts are subject to Regulation 34. Please assure us that you are in compliance with Regulation 34.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,

Carrie Ruhlen, Dan Gallion

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Form Schedule

Lead Form Number: NWLA-371-M2

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	NWLA-371-M2	Policy/Cont ract/Fratern al Certificate	Modified Single Premium Universal Life Insurance Policy	Initial		56	NWLA-371-M2.pdf
	NWLA-371-M2	Data/Declar ation Pages	Sample Policy Data Pages	Initial		0	NWLA-371-M2 pdp.pdf
	LAA-0105M1	Application/ Enrollment Form	Application for Life Insurance	Initial		45	LAA-0105M1.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, Ohio 43215-2220]

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

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

We will provide the benefits described in this Policy, 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.

RIGHT TO EXAMINE AND CANCEL

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

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

Signed by us on the Policy Date:

Secretary

President

**MODIFIED SINGLE PREMIUM UNIVERSAL LIFE INSURANCE POLICY,
NON-PARTICIPATING**

Limited Premium flexibility.

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.

Non-Participating, no dividends are payable.

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DEFINED TERMS USED IN THIS POLICY

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

Accumulated Value – The dollar amount used to compute your Cash Surrender Value and Net Surrender Value. The Accumulated Value includes any Indebtedness. All references to "Cash Value" in the Policy or any Policy rider also means "Accumulated Value."

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 – An amount equal to the greater of:

- a. the Accumulated Value of this Policy minus any surrender charge;
- b. the Guaranteed Cash Value; and
- c. the Cumulative Net Payments.

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.

Cumulative Net Payments – The sum of Premiums paid minus any partial Surrenders.

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

Guaranteed Cash Value – the applicable amount (based on the Insured's Attained Age) from the Table of Guaranteed Cash Value stated in the Policy Data Pages.

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

Initial Premium Payment Date – The later of the Policy Date or the date we receive the Initial Premium payment 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 Net Surrender Value on the Maturity Date.

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

Net Amount at Risk – On any Policy Monthiversary, the Net Amount at Risk is the death benefit at the beginning of a Policy month, divided by the Death Benefit Discount Rate stated in the Policy Data Pages, minus the greater of:

- a. the Accumulated Value on that Policy Monthiversary before deduction of the monthly cost of insurance, but after deduction of monthly charges for any other riders and any other charges;
- b. the Guaranteed Cash Value; or
- c. the Cumulative Net Payments.

On any other day, the Net Amount at Risk is the death benefit divided by the Death Benefit Discount Rate stated in the Policy Data Pages, minus the greater of:

- a. the Accumulated Value;
- b. the Guaranteed Cash Value; or
- c. the Cumulative Net Payments.

Net Premium – The amount of each Premium payment applied to the Accumulated Value of this Policy. Net Premium is equal to a gross Premium paid less any percent of premium expense charge.

Net Surrender Value – The Cash Surrender Value of this Policy minus any Indebtedness.

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 Initial Premium stated in the Policy Data Pages.

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. All references to "Monthly Anniversary Day" in this Policy or any Policy rider will mean "Policy Monthiversary."

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 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.

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

Surrender – A withdrawal of Net Surrender Value from this Policy at your request. A complete Surrender will result in payment to you of any remaining Net Surrender Value and will terminate 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 Net Surrender Value and does not by itself terminate 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 or the addition of benefits by rider, 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 or add benefits 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 Initial Premium; and
2. 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 occur:

1. you request in writing to terminate coverage under this Policy;
2. the Insured dies;
3. this Policy reaches the Maturity Date, subject to the Policy Maturity Date Extension section;
4. this Policy lapses at the end of a grace period, subject to the Reinstatement section; or
5. you Surrender this Policy for its Net 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 the Policy Date.

Instead, we will pay an amount equal to all Premiums paid prior to the Insured's death less any Indebtedness or partial Surrenders.

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, or rider 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 Accumulated 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. The Guaranteed Cash Value will also be adjusted to reflect the correct age and sex of the Insured on the date of the correction; or
2. if the Insured has died, we will adjust the death benefit and Accumulated Value. The death benefit will be adjusted according to the formula, (a) multiplied by (b) added to (c) where:
 - a. is the Net Amount at Risk on the date of the Insured's death;
 - b. is 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; and
 - c. is the greater of:
 - i. the Accumulated 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; and
 - ii. the Guaranteed Cash Value on the date of the Insured's death adjusted to reflect the correct age and sex.

Postponement of Payments

We have the right to delay payment of the Net 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 or claims for Death Benefit Proceeds, we may require you to complete the request on a form we provide.

Currency

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

Reports

While this Policy is in force, we will send a report to your last known address at least once every year. It will show your Policy's current Specified Amount, Accumulated Value, Net Surrender Value, Premium paid, Policy charges and deductions, 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 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 Projection of Benefits and Values Fee stated in the Policy Data Pages.

Internal Revenue Code Life Insurance Qualification Test

This Policy has been designed to satisfy 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.

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. 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

This Policy may be issued as, or become a Modified Endowment Contract (MEC) under Section 7702A of the Internal Revenue Code, as amended. We will permit your Policy to be issued as, or become a MEC only if you authorize it in writing. Otherwise, the Premium or 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.

For purposes of calculating applicable MEC Premium payment limits, an Accumulated Value less than zero will be treated as if it were zero.

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.

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

Premium payments are subject to the limitations under Section 7702 of the Internal Revenue Code, as amended. We will refuse or refund any Premium payments that will cause your Policy to fail to qualify as life insurance under applicable federal tax laws.

Premium receipts will be furnished upon request.

Initial Premium

The Initial Premium is stated in the Policy Data Pages. It must be paid while the Insured is alive. Coverage under this Policy will not become effective until the Initial Premium is paid. If this Policy is in your possession and you have not paid the Initial Premium, your Policy is not in force.

Generally, the Initial Premium is applied on the Policy Date. It may, however, be applied on a later date, the Initial Premium Payment Date, if received after the Policy Date. Any due and unpaid monthly deductions will be subtracted from the Accumulated Value at this time. You may pay the Initial Premium to us in advance at our Home Office stated on the face page of this Policy or to our authorized agent or representative.

Additional Premium and Limitations

Additional Premium payments under this Policy may be accepted subject to the following conditions and limitations:

1. the additional Premium payment must be at least the Minimum Additional Premium stated in the Policy Data Pages;
2. the additional Premium payment amount may not exceed the Maximum Additional Premium stated in the Policy Data Pages;
3. additional Premium payments must be made prior to the end of the second Policy Year;

4. the Insured's Attained Age must be less than or equal to 80 at the time any additional Premium payment is made;
5. additional Premium payments will not be accepted if a partial Surrender was previously processed or if there is an outstanding Policy loan; and
6. any additional Premium payment resulting in an increase in the Net Amount at Risk may be subject to evidence of insurability satisfactory to us.

All Premium payments after the Initial Premium are payable at our Home Office stated on the face page of this Policy.

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.

The following Policy charges and deductions are deducted from the Accumulated Value of your Policy.

Percent of Premium Expense Charge

We deduct a percent of premium expense charge from each Premium payment applied to this Policy. The percent of premium expense charge is assessed to reimburse us for premium taxes paid, distribution expenses, and to recover expenses related to the sale of this Policy. The Guaranteed Maximum Percent of Premium Expense Charge for your Policy is stated in the Policy Data Pages.

The percent of premium expense charge will be determined by us, and is subject to change as described in the Changes in Policy Cost Factors section. We may charge less than the maximum stated. We may increase or decrease this charge from time to time but it will never exceed the Guaranteed Maximum Percent of Premium Expense Charge stated in the Policy Data Pages.

Monthly Deduction

The following is a list of the charges deducted from the Accumulated Value of your Policy on the Policy Date, or Initial Premium Payment Date, and each Policy Monthiversary thereafter while this Policy is in force. 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 Monthiversary between the Policy Date and the Initial Premium Payment Date.

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

1. the monthly cost of insurance per \$1,000 of Net Amount at Risk;
2. the monthly per \$1,000 of specified amount expense charge; and
3. the monthly cost of any elected optional riders.

The charges listed as items 1 and 2 are detailed in this section. The monthly cost for any elected optional riders is described in the rider form.

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

This charge compensates us for the mortality, lapse and expense risks associated with the insurance protection provided to you by this Policy.

Current cost of insurance rates are determined by us and are subject to change as described in the Changes to Policy Cost Factors section. Cost of insurance rates are based on the Insured's Attained Age, sex, rate class, and rate type at the time this Policy is issued and the length of time since the Policy Date. Cost of insurance rates will never exceed the maximum rates 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.

The monthly cost of insurance charge is calculated by multiplying its associated Net Amount at Risk by the applicable cost of insurance rate.

Monthly Per \$1,000 of Specified Amount Expense Charge

This charge compensates us for the costs associated with maintaining and administering this Policy, including annual reports, Policy accounting, record-keeping, and other costs and expenses.

The monthly per \$1,000 of specified amount expense charge is calculated by multiplying the Initial Specified Amount by the applicable rate determined by us. The rate is subject to change as described in the Changes in Policy Cost Factors section. However, this rate will never exceed the Guaranteed Maximum Monthly per \$1,000 of Specified Amount Expense Charge stated in the Policy Data Pages.

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 maximum surrender charge in each Policy Year is stated in the Policy Data Pages. The surrender charge is based on the length of time since the Policy Date and the initial Premium paid.

The applicable surrender charge is deducted from the Accumulated Value of your Policy at the time any of the following occur:

1. a complete Surrender of the Policy;
2. a partial Surrender which does not meet the conditions of a penalty free partial Surrender stated below; or
3. lapse of the Policy.

The Surrender Charge Table in the Policy Data Pages shows the applicable surrender charge, assuming a full Surrender, based on the length of time the Policy has been in effect.

Policy Loan Interest Charge

The difference 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 percent of premium expense charge, monthly cost of insurance per \$1,000 of net amount at risk, monthly per \$1,000 of Specified Amount expense charge and credited interest rates 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 policy cost factors will be on a uniform basis for Insureds of the same Issue Age, sex, rate class, rate type, rate class multiple and flat extra, if any, 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 fees are 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.

GUARANTEED POLICY CONTINUATION, GRACE PERIOD, LAPSE AND REINSTATEMENT PROVISION

Guaranteed Policy Continuation

This Policy is guaranteed not to lapse as long as no Policy loans are taken. If no partial Surrenders are taken, then the initial Specified Amount is guaranteed to the Maturity Date. If you do take partial Surrenders, then the Specified Amount will be reduced, as described in the Partial Surrenders section. After a partial Surrender the remaining Specified Amount will be guaranteed to the Maturity Date as long as no further partial Surrenders are taken and no loans have been or are taken.

If you do take Policy loans, then this Policy will remain in force as long as Indebtedness is less than the Cash Surrender Value. Otherwise, your Policy will lapse subject to the Grace Period section.

Grace Period

If Indebtedness equals or exceeds the Cash Surrender Value, then this Policy will enter a grace period.

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 the loan repayment 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. At least thirty days prior to the end of a grace period, we will send a second reminder 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.

You may prevent this Policy from lapsing by paying a sufficient loan repayment to cover three times the amount of the most recent monthly charges and deductions. We must receive the loan repayment by the due date or your Policy will lapse.

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.

Lapse

If your Policy enters a grace period, the lapse pending notice we send you will include the minimum loan repayment amount required by the Grace Period section. If you do not pay at least the minimum loan repayment amount by the end of a grace period, this Policy will lapse. If your Policy lapses, any applicable surrender charge will be deducted from the Policy's Accumulated Value. When a lapse occurs, all coverage under this Policy and any elected optional riders will terminate, subject to the Reinstatement section.

Reinstatement

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

1. it has not been surrendered for its Net Surrender Value;
2. the reinstatement request is in writing and received by us within five years after the end of the most recent grace period and prior to the Maturity Date;

3. we may require you to provide new evidence of insurability satisfactory to us that the Insured is insurable in the same rate class and rate type as when the Policy was issued; and
4. you pay a loan repayment sufficient to keep your Policy in force for three months from the date of reinstatement.

You may, but are not required to, pay more than the minimum loan repayment 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.

When your Policy is reinstated, a new two-year contestable period will apply with respect to statements you make in the application for reinstatement. After this Policy is in force for two years from a reinstatement date, we will not contest it for any reason.

The Accumulated Value on the date of reinstatement, but prior to applying any loan repayments, will equal the lesser of:

1. the Accumulated Value at the end of the most recent grace period; or
2. the amount of any reinstated Indebtedness at the end of the grace period, plus the applicable surrender charge stated in the Policy Data Pages for the Policy Year in which your Policy is reinstated.

The surrender charge and Guaranteed Cash Value for your Policy will continue to be based on the Policy Date. The Cumulative Net Payments will be equal to the value at the end of the most recent grace period.

POLICY BENEFITS AND VALUES PROVISION

Nonforfeiture

Accumulated Value

The Accumulated Value will begin to have value on the Initial Premium Payment Date. At that time, the Accumulated Value will equal the Net Premium paid less any due and unpaid monthly deductions from the Policy Date to the Initial Premium Payment Date.

On each Policy Monthiversary after the Initial Premium Payment Date, the Accumulated Value will be calculated as follows:

1. the Accumulated Value on the preceding Policy Monthiversary; plus
2. one month's interest, if any, on item 1 at the applicable interest rate; plus
3. Net Premiums received since the preceding Policy Monthiversary; plus
4. interest, if any, to the Policy Monthiversary on item 3; minus
5. any partial Surrender to be made on the Policy Monthiversary, including any partial Surrender service fee; minus
6. any surrender charge deducted due to partial Surrenders; minus
7. the monthly deduction on the current Policy Monthiversary.

On any day other than a Policy Monthiversary, the Accumulated Value will be:

1. the Accumulated Value on the preceding Policy Monthiversary; plus
2. Net Premiums received since the preceding Policy Monthiversary; plus
3. interest to date on items 1 and 2; minus
4. any partial Surrender processed since the preceding Policy Monthiversary, including any partial Surrender service fee; minus
5. any surrender charge deducted due to partial Surrenders; minus
6. interest on items 4 and 5 from the date of the partial Surrender to the date of calculation.

On any day where the Accumulated Value is less than zero, we will credit interest at a zero percent interest rate.

Interest Paid on Accumulated Value

Your Accumulated Value will earn interest daily. The interest rate is determined by us and is subject to change. We may credit interest at a rate greater than the guaranteed minimum interest rate. However, we guarantee that the credited interest rate will never be less than the Accumulated Value Guaranteed Minimum Interest Rate stated as an effective annual rate in the Policy Data Pages.

Basis of Computations

The basis for calculation of the minimum Cash Surrender Value for your Policy is stated in the Policy Data Pages. Where required, a detailed statement of the method we use to compute Cash Surrender Values under your Policy has been filed with the insurance regulator in the State of Issue. Cash Surrender Values under this Policy are not less than the minimums required on the Policy Date by the State of Issue.

Complete Surrender

This Policy may be Surrendered for its Net Surrender Value at any time prior to the death of the Insured while this Policy is in force.

You must submit a written request for Surrender 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 Net Surrender Value. The Net Surrender Value will be paid in cash or according to a Settlement option you elect. All coverage under this Policy and any elected rider ends on the date we receive your written Surrender request.

Within thirty days after a Policy Anniversary, the Net Surrender Value will not be less than the Net Surrender Value on that anniversary, less any Policy loans or partial Surrenders taken on or after such anniversary. We reserve the right to defer the payment of the Net 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.

The effective date of any partial Surrender will be the date we approve your request. We reserve the right to defer the payment of a partial Surrender as described in the Postponement of Payments section.

The amount of any partial Surrender is subject to the following conditions:

1. the Minimum Partial Surrender amount permitted is stated in the Policy Data Pages;
2. in Policy Years two through ten, the maximum amount of all partial Surrenders in any given Policy Year is equal to ten percent of the Net Surrender Value as of the beginning of that Policy Year;
3. after the partial Surrender, the Net Surrender Value of your Policy must be at least \$10,000; and
4. 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.

Penalty Free Partial Surrenders

A penalty free partial Surrender is a partial Surrender for which no surrender charge is assessed when the following additional conditions are met:

1. the requested penalty free partial Surrender amount is greater than or equal to the Minimum Penalty Free Partial Surrender amount stated in the Policy Data Pages; and
2. the sum of all partial Surrenders taken in any given Policy Year is less than or equal to the Maximum Penalty Free Partial Surrender Percentage stated in the Policy Data Pages multiplied by the Net Surrender Value as of the beginning of the Policy Year.

The penalty free partial Surrender described above is non-cumulative. This means that any part of the penalty free partial Surrender amount not taken by you in a given year cannot be added to the available penalty free partial Surrender amount in any later years. The penalty free partial Surrender only applies to partial Surrenders. If the entire Policy is Surrendered, then the full surrender charge will be assessed.

Impact of Partial Surrenders on Policy Values

When a partial Surrender is taken, Policy values will be adjusted as follows:

1. the Specified Amount will be reduced by an amount equal to:
 - a. the Specified Amount prior to the partial Surrender; multiplied by
 - b. the amount of the partial Surrender; divided by
 - c. the Cash Surrender Value prior to the partial Surrender;
2. the Guaranteed Cash Value will be reduced in the same proportion as the Specified Amount reduction; and
3. the Accumulated Value will be reduced by:
 - a. the amount of the partial Surrender, dollar for dollar; and
 - b. unless the partial Surrender qualifies as a penalty free partial Surrender, a prorata surrender charge will be deducted from the Accumulated Value.

Policy Loans

You may request a loan at any time after the first Policy Anniversary 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 Payments section. The loan date is the date we process your loan request.

You may borrow any amount up to the Net Surrender Value, as of the loan date, minus three monthly deductions.

If the requested Policy loan meets the requirements described in this section, the requested loan amount will be transferred into the Policy loan account, referred to in this section as the "Policy Loan Account."

Loan Interest

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

Loan interest credited and loan interest charged accrue daily at their respective rates and become due whenever any of the following events occur:

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.

Whenever one of the above events occurs, an amount equal to the accrued loan interest credited is transferred from the Policy Loan Account to the unloaned portion of the Accumulated Value.

At the same time, an amount equal to the accrued loan interest charged is transferred from the unloaned portion of the Accumulated Value to the Policy Loan Account.

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 under this Policy.

Loan Repayment

All or part of a Policy loan may be repaid to us at any time while this Policy is in force. Any payment received after the Initial Premium payment will be applied to your Policy first as a loan repayment. Each loan repayment must be at least equal to the Minimum Loan Repayment stated in the Policy Data Pages. If the loan repayment meets the requirements described in this section, we will transfer the loan repayment amount from the Policy Loan Account to the unloaned portion of the Accumulated Value. If the amount of a loan repayment exceeds the current Indebtedness, it will be refunded to you.

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.

Excessive Indebtedness

If on any Policy Monthiversary, the total Indebtedness ever equals or exceeds the Cash Surrender Value, your Policy may lapse subject to the Grace Period, Lapse, and Reinstatement Provision. If your Policy enters a grace period due to excessive Indebtedness, we will send you and any assignee of record the lapse notice described in the Grace Period section.

Changes to Insurance Coverage

You may not increase or decrease the Specified Amount of this Policy at any time, except for Specified Amount decreases due to partial Surrenders.

The Death Benefit

This Policy provides a death benefit upon the death of the Insured while this Policy is in force. The death benefit will be the greater of:

1. the Specified Amount in effect on the date of the Insured's death; or
2. a. multiplied by b. where:
 - a. is the greatest of the:
 - i. the Accumulated Value;
 - ii. the Guaranteed Cash Value; and
 - iii. the Cumulative Net Payments; and
 - b. is the applicable percentage from the Internal Revenue Code Life Insurance Qualification Test Table stated in the Policy Data Pages at the Attained Age of the Insured on the date of the Insured's death.

Death Benefit Proceeds

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

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

1. the death benefit provided by the death benefit section of this Policy; 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 charges and deductions accruing 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 below. 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. partial Surrenders will not be permitted;
2. Policy loans and loan repayments will be permitted;

3. no further monthly deductions will be taken;
4. interest will continue to be credited to the Accumulated Value, if any;
5. the Guaranteed Cash Value will be credited interest at the Accumulated Value Guaranteed Minimum Interest Rate;
6. loan interest will continue to be charged to and credited on any Indebtedness; and
7. if your Policy lapses after the Maturity Date has been extended, it may not be reinstated.

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.

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NATIONWIDE LIFE AND ANNUITY INSURANCE COMPANY

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

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THIS PAGE WILL BE USED FOR ENDORSEMENTS.



**MODIFIED SINGLE PREMIUM UNIVERSAL LIFE INSURANCE POLICY,
NON-PARTICIPATING**

Limited Premium flexibility.

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.

Non-Participating, no dividends are payable.

Forms NWLA-371-M2

Riders

POLICY DATA PAGES

The Policy Data Pages include information about this Policy as of the Policy Date based on information you provided us on the application including any supplemental application. Post-issue Policy activity, such as Policy loans, partial Surrenders and penalty free partial Surrenders will affect the Policy coverage. We will provide replacement Policy Data Pages reflecting coverage changes you make after the Policy Date.

POLICY ISSUE INFORMATION

Policy Owner(s): [John Doe]	Policy Date: [July 1, 2008]
Policy Number: [B500000000]	Policy Type: Modified Single Premium
State of Issue: [Anystate]	Universal Life Insurance, Non-Participating

INSURED'S INFORMATION

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

PREMIUM INFORMATION*

Initial Premium: [\$10,000.00]	Minimum Additional Premium: [\$10,000.00]
Premium Payment Frequency: Single	Maximum Additional Premium: [\$10,000.00]

*This is a single Premium Policy. The Initial Premium must be paid before coverage begins. Premium payments after the Initial Premium are not required. If you choose to make additional Premium payments, the amount of each payment must be at least the Minimum Additional Premium, but may not exceed the Maximum Additional Premium, and must be paid no later than [July 31, 2009].

Insured [John Doe]

Policy Number [B500000000]

BASE POLICY COVERAGE INFORMATION

Initial Specified Amount: [\$46,575.90]

Death Benefit Discount Rate: 1.00246627

Minimum Specified Amount: [\$46,575.90]

Internal Revenue Code Life Insurance Qualification Test: Cash Value Accumulation Test

Maturity Date*: [July 1, 2093]

*Coverage may expire prior to the Maturity Date if you take out Policy loans, partial Surrenders or penalty free partial Surrenders.

If your Policy is in force on the Maturity Date, you may elect to receive the Maturity Proceeds which will equal the Net Surrender Value on the Maturity Date; however, there may be little or no Net 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 a qualified tax advisor before the Maturity Date of your Policy is extended.

Form Number	Schedule of Benefits Benefit	Specified Amount	Coverage	
			Start Date	End Date**
NWLA-371-M2	Modified Single Premium Universal Life Insurance Initial Specified Amount	[\$46,575.90]	[7/1/2008]	[7/1/2093]

**Coverage may expire prior to the date shown if you take out Loans, partial Surrenders or penalty free partial Surrenders. Refer to the Grace Period, Lapse and Reinstatement Provision for additional information.

Insured [John Doe]

Policy Number [B500000000]

MONTHLY CHARGES AND DEDUCTIONS*

Guaranteed Maximum Percent of Premium Expense Charge: 5.0%

Guaranteed Maximum Monthly Per \$1,000 of Specified Amount Expense Charge: \$0.30 each Policy Monthaversary in all years.

Table of Guaranteed Cash Values
Per \$1000 of Specified Amount
Specified Amount: [\$46,575.90]

Policy Date: [7/1/2008]

Attained Age of Insured	Guaranteed Cash Values		Attained Age of Insured	Guaranteed Cash Values
[35]	[\$204.43]		[80]	[\$769.47]
[36]	[\$211.73]		[81]	[\$782.23]
[37]	[\$219.28]		[82]	[\$794.56]
[38]	[\$227.10]		[83]	[\$806.48]
[39]	[\$235.17]		[84]	[\$817.94]
[40]	[\$243.51]		[85]	[\$828.86]
[41]	[\$252.13]		[86]	[\$839.19]
[42]	[\$261.02]		[87]	[\$848.86]
[43]	[\$270.16]		[88]	[\$857.85]
[44]	[\$279.56]		[89]	[\$866.15]
[45]	[\$289.21]		[90]	[\$873.75]
[46]	[\$299.10]		[91]	[\$880.93]
[47]	[\$309.25]		[92]	[\$887.69]
[48]	[\$319.67]		[93]	[\$894.03]
[49]	[\$330.44]		[94]	[\$899.91]
[50]	[\$341.56]		[95]	[\$905.29]
[51]	[\$353.00]		[96]	[\$910.46]
[52]	[\$364.77]		[97]	[\$915.37]
[53]	[\$376.82]		[98]	[\$919.98]
[54]	[\$389.14]		[99]	[\$924.20]
[55]	[\$401.70]		[100]	[\$927.85]
[56]	[\$414.43]		[101]	[\$931.42]
[57]	[\$427.37]		[102]	[\$934.92]
[58]	[\$440.51]		[103]	[\$938.33]
[59]	[\$453.93]		[104]	[\$941.63]
[60]	[\$467.62]		[105]	[\$944.85]
[61]	[\$481.52]		[106]	[\$947.99]
[62]	[\$495.58]		[107]	[\$951.05]
[63]	[\$509.72]		[108]	[\$954.01]
[64]	[\$523.90]		[109]	[\$956.89]
[65]	[\$538.14]		[110]	[\$959.68]
[66]	[\$552.43]		[111]	[\$962.37]
[67]	[\$566.82]		[112]	[\$964.98]
[68]	[\$581.35]		[113]	[\$967.49]
[69]	[\$596.02]		[114]	[\$969.91]
[70]	[\$610.87]		[115]	[\$972.25]
[71]	[\$625.81]		[116]	[\$974.51]
[72]	[\$640.81]		[117]	[\$976.75]
[73]	[\$655.68]		[118]	[\$979.67]
[74]	[\$670.43]		[119]	[\$1,000.00]
[75]	[\$685.11]		[120]	[\$1,000.00]
[76]	[\$699.70]			
[77]	[\$714.20]			
[78]	[\$728.52]			
[79]	[\$742.56]			
[80]	[\$756.22]			

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

Specified Amount [\$46,575.90]

Policy Date: [7/1/2008]

Attained Age of Insured	Maximum Rate	Attained Age of Insured	Maximum Rate	Attained Age of Insured	Maximum Rate
[35]	[0.09088]	[69]	[1.85123]	[103]	[43.94625]
[36]	[0.09588]	[70]	[2.03086]	[104]	[46.81288]
[37]	[0.10006]	[71]	[2.23220]	[105]	[49.92533]
[38]	[0.10756]	[72]	[2.49735]	[106]	[53.36259]
[39]	[0.11424]	[73]	[2.77788]	[107]	[57.17347]
[40]	[0.12175]	[74]	[3.07394]	[108]	[61.41905]
[41]	[0.13176]	[75]	[3.39865]	[109]	[66.17321]
[42]	[0.14428]	[76]	[3.75405]	[110]	[71.52939]
[43]	[0.15847]	[77]	[4.16842]	[111]	[77.61672]
[44]	[0.17517]	[78]	[4.65484]	[112]	[83.33333]
[45]	[0.19437]	[79]	[5.21978]	[113]	[83.33333]
[46]	[0.21275]	[80]	[5.83980]	[114]	[83.33333]
[47]	[0.23280]	[81]	[6.55095]	[115]	[83.33333]
[48]	[0.24450]	[82]	[7.29756]	[116]	[83.33333]
[49]	[0.25787]	[83]	[8.10961]	[117]	[83.33333]
[50]	[0.27709]	[84]	[9.01738]	[118]	[83.33333]
[51]	[0.29966]	[85]	[10.04235]	[119]	[83.33333]
[52]	[0.33060]	[86]	[11.19223]	[120+]	0.00000
[53]	[0.36406]	[87]	[12.46504]		
[54]	[0.40674]	[88]	[13.84938]		
[55]	[0.45949]	[89]	[15.33342]		
[56]	[0.51311]	[90]	[16.90881]		
[57]	[0.57096]	[91]	[18.41631]		
[58]	[0.62045]	[92]	[20.01527]		
[59]	[0.67752]	[93]	[21.73361]		
[60]	[0.74639]	[94]	[23.58543]		
[61]	[0.83045]	[95]	[25.57306]		
[62]	[0.93311]	[96]	[27.43188]		
[63]	[1.04853]	[97]	[29.45788]		
[64]	[1.17000]	[98]	[31.67269]		
[65]	[1.29840]	[99]	[34.09954]		
[66]	[1.42867]	[100]	[36.77137]		
[67]	[1.56083]	[101]	[38.95131]		
[68]	[1.70337]	[102]	[41.33540]		

Actual monthly cost of insurance rates will be determined by us based on our expectations as to our future experience. However, the actual cost of insurance rates will not be greater than those shown above.

*The charges described in the Monthly Charges and deductions sections are reduced to zero when the insured reaches Attained Age 120.

NONFORFEITURE - BASIS OF CALCULATION FOR MINIMUM CASH SURRENDER VALUES

Accumulated Value Guaranteed Minimum Interest Rate (Per Annum): 3.00% in all Policy Years

Guaranteed Cash Values:

Mortality Table: Commissioner's 2001 Standard Ordinary Mortality Tables, Age Nearest Birthday [Sex Distinct] and [Smoker Distinct]

Interest Rate: 4.00%, annual effective rate

Insured [John Doe]

Policy Number [B500000000]

Surrender Charge Table:

Specified Amount: [\$46,575.90]

Policy Date: [7/1/2008]

**Surrender Charge by year as measured from the
Policy Date stated above**

Surrender Charge

1	[\$800.00]
2	[\$750.00]
3	[\$700.00]
4	[\$650.00]
5	[\$600.00]
6	[\$550.00]
7	[\$500.00]
8	[\$400.00]
9	[\$300.00]
10	[\$200.00]
11+	[\$0.00]

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

For a complete Surrender of this Policy, the applicable Surrender charge will be deducted from the Accumulated Value based on the Policy Year and we will pay you the Net Surrender Value

SERVICE FEES

Maximum Projection of Benefits and Values Fee: \$25.00 per projection processed

Maximum Partial Surrender Fee: \$25.00 per partial Surrender processed

PARTIAL SURRENDERS AND LOANS

Minimum Partial Surrender: \$1,000.00 per request

Minimum Penalty Free Partial Surrender: \$1,000.00 per request

Maximum Penalty Free Partial Surrender Percentage: 5%

Minimum Loan Repayment: \$25.00

Loan Interest Charged (Per Annum): 5.00% in all Policy Years

Loan Interest Credited (Per Annum): 3.00% in all Policy Years

INTERNAL REVENUE CODE LIFE INSURANCE QUALIFICATION TEST TABLE

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

Attained Age of Insured	Applicable Percentages	Attained Age of Insured	Applicable Percentages
[35]	[489%]	[81]	[130%]
[36]	[472%]	[82]	[128%]
[37]	[456%]	[83]	[126%]
[38]	[440%]	[84]	[124%]
[39]	[425%]	[85]	[122%]
[40]	[411%]	[86]	[120%]
[41]	[397%]	[87]	[119%]
[42]	[383%]	[88]	[118%]
[43]	[370%]	[89]	[116%]
[44]	[358%]	[90]	[115%]
[45]	[346%]	[91]	[114%]
[46]	[334%]	[92]	[113%]
[47]	[323%]	[93]	[112%]
[48]	[313%]	[94]	[111%]
[49]	[303%]	[95]	[110%]
[50]	[293%]	[96]	[109%]
[51]	[283%]	[97]	[107%]
[52]	[274%]	[98]	[106%]
[53]	[265%]	[99]	[103%]
[54]	[257%]	[100]	[100%]
[55]	[249%]	[101]	[100%]
[56]	[241%]	[102]	[100%]
[57]	[234%]	[103]	[100%]
[58]	[227%]	[104]	[100%]
[59]	[220%]	[105]	[100%]
[60]	[214%]	[106]	[100%]
[61]	[208%]	[107]	[100%]
[62]	[202%]	[108]	[100%]
[63]	[196%]	[109]	[100%]
[64]	[191%]	[110]	[100%]
[65]	[186%]	[111]	[100%]
[66]	[181%]	[112]	[100%]
[67]	[176%]	[113]	[100%]
[68]	[172%]	[114]	[100%]
[69]	[168%]	[115]	[100%]
[70]	[164%]	[116]	[100%]
[71]	[160%]	[117]	[100%]
[72]	[156%]	[118]	[100%]
[73]	[152%]	[119]	[100%]
[74]	[149%]	[120+]	[100%]
[75]	[146%]		
[76]	[143%]		
[77]	[140%]		
[78]	[137%]		
[79]	[135%]		
[80]	[132%]		

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.

Insured [John Doe]

Policy Number [B500000000]

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.

NATIONWIDE LIFE AND ANNUITY INSURANCE COMPANY

Application for Life Insurance

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

PART A – CLIENT INFORMATION

Proposed Insured	Name (First, MI, Last) <p style="text-align: center;">John A. Doe</p>			SSN / Tax ID # <p style="text-align: center;">000 - 00 - 0000</p>	
	Address (street/city/state/zip) <p style="text-align: center;">One Any Street, Any City, Any State 00000-0000</p>				
	Date of Birth (mm/dd/yyyy) <p style="text-align: center;">06/07/1973</p>	State of Birth <p style="text-align: center;">Any State</p>	Sex <input checked="" type="checkbox"/> M <input type="checkbox"/> F	Driver's License # / State of Issue <p style="text-align: center;">RL000000 / Any State</p>	
	Occupation <p style="text-align: center;">Any Occupation</p>	Employer <p style="text-align: center;">Any Employer</p>	E-Mail Address <p style="text-align: center;">JDoe@yahoo.com</p>	Phone (000) 000-0000 Best Time to Call: <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM	

Owner <i>Complete ONLY if Owner is not the Proposed Insured</i> <i>If more than one Owner or a Contingent Owner is to be designated, provide details in Special Instructions Section</i>	Name (First, MI, Last)			SSN / Tax ID #	
	Address (street/city/state/zip) <input type="checkbox"/> (If address same as Proposed Insured, check box.)				
	Date of Birth (mm/dd/yyyy)	Relationship to Insured	E-Mail Address	Phone ()	
	Best Time to Call: <input type="checkbox"/> AM <input type="checkbox"/> PM				
	If a Trust is named as Owner, complete the trust information below and submit a copy of the first and signature pages of the Trust document.				
Exact Name of Trust		Trust Tax ID Number	Current Trustee(s)		Date of Trust

Beneficiary <i>If additional space is required, use Special Instructions Section</i>	<input type="checkbox"/> Check this box if Trust named above is to be the Primary Beneficiary and proceed to "PART B". If a different Trust is named as Primary Beneficiary or Trust is named as Contingent Beneficiary, provide the trust information below.					
	Primary Beneficiary Name(s) or Trust and Trustee(s)		Relationship to Insured	Birth Date or Trust Date	SSN/Tax ID #	%
	Jane Doe		wife	10-08-76	000-00-0000	100
	Contingent Beneficiary Name(s) or Trust and Trustee(s)		Relationship to Insured	Birth Date or Trust Date	SSN/Tax ID #	%
	Bambi Doe		daughter	04-29-00	000-00-0000	50
	Moose Doe		son	07-23-02	000-00-0000	50

PART B – INSURANCE INFORMATION

Plan <i>Check one box</i>	<input type="checkbox"/> Single Premium Universal Life	
	<input type="checkbox"/> Other (Print Product Name) _____	
Total Specified Amount \$ <u>46,575.90</u>		Single Premium Payment Amount \$ <u>10,000</u>

Optional Riders	<input type="checkbox"/> Long Term Care Rider (Long Term Care Rider Section "PART D" MUST be completed.)
	<input type="checkbox"/> Other Rider(s) _____

Replacement and Other Policy Information	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No 1. Will any Life Insurance or Annuities for this or any other company be replaced, discontinued, reduced or changed if insurance now applied for is issued? (If "yes", list below.)					
	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No 2. Do you currently have any other Life Insurance or Annuities in force? (If "yes", list below.)					
	Company		Policy Number	Amount	Year Issued	To Be Replaced
						<input type="checkbox"/> Yes <input type="checkbox"/> No
						<input type="checkbox"/> Yes <input type="checkbox"/> No
(If question 1 above is answered "Yes", complete appropriate replacement forms and any 1035 exchange forms.)						



PART C – PERSONAL/MEDICAL/HEALTH QUESTIONS

<p><i>If question 2 is answered "yes", circle all that apply</i></p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		1. Have you ever been declined for Life Insurance?	
	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. To the best of your knowledge and belief, in the past 5 years, have you ever consulted a physician or any other health care provider for, been treated for, taken medication for or been diagnosed as having: Chest pain, heart disease or disorder, stroke, insulin dependent diabetes, chronic lung or respiratory disorder, central nervous system or muscular disorder, vascular or circulatory disorder, alcoholism, drug use (except for drugs prescribed by a physician), nervous or mental disorder, Alzheimer's disease or other dementia, emphysema, kidney or liver disorder, or any cancer (other than basal cell skin cancer)?	
	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		3. To the best of your knowledge and belief, have you ever consulted a physician or any other health care provider for, been treated for, taken medication for or been diagnosed as having AIDS (Acquired Immune Deficiency Syndrome), or any other AIDS-related condition, or received a positive result of an HIV (Human Immunodeficiency Virus) test?	
	 If questions 1, 2 or 3 above are answered "Yes", provide COMPLETE details below.			
<p><i>If more space is needed, use Special Instructions Section</i></p>	<p>Question</p>	<p>Dates</p>	<p>Details <i>Be specific. Give full names, addresses and telephone number (if available) of physicians, hospitals, etc.</i></p>	
Tobacco Use	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Within the past 12 months, have you used tobacco in any form?		
Physical Measurements	Height	Current Weight	Weight 1 Year Ago	Reason for Weight Gain or Loss
	6 ft. 1 in.	200 lbs.	200 lbs.	

PART D – LONG TERM CARE RIDER (Must be applying for a base policy with a total specified amount of \$50,000 or greater.)

	<input type="checkbox"/> Long Term Care Specified Amount is equal to the total specified amount in "PART B".			
	<input type="checkbox"/> Long Term Care Specified Amount \$ _____			
Specified Amount				
Personal Information		If "personal" questions 1, 2, 3, or 4 below are answered "Yes", the Proposed Insured is ineligible for LTC coverage.		
	<input type="checkbox"/> Yes <input type="checkbox"/> No	1. Are you confined to bed or house or require assistance or supervision or limited in any way from performing any of the following daily activities: bathing, continence, eating, dressing, toileting, transferring (moving into or out of a bed, chair, or wheel chair)?		
	<input type="checkbox"/> Yes <input type="checkbox"/> No	2. Do you use any medical appliance such as, but not limited to, respiratory equipment (oxygen or ventilator) or dialysis equipment or are you dependent on the use of a walker, a wheelchair, or motorized ambulatory device?		
	<input type="checkbox"/> Yes <input type="checkbox"/> No	3. Do you currently have a vascular access port, peg or feeding tube?		
	<input type="checkbox"/> Yes <input type="checkbox"/> No	4. Do you have a Power of Attorney in place currently, due to any present or past, mental or physical disability?		
Supplemental Information	To the best of your knowledge and belief, during the past 5 years have you:			
	<input type="checkbox"/> Yes <input type="checkbox"/> No	1. Been confined to a hospital, nursing home, or residential care facility?		
	<input type="checkbox"/> Yes <input type="checkbox"/> No	2. Received home care services, physical, or rehabilitative therapy?		
	<input type="checkbox"/> Yes <input type="checkbox"/> No	3. Sought medical advice or treatment for loss of appetite, falling, fainting, unstable gait, bladder control, dizziness, or deterioration of vision?		
	<input type="checkbox"/> Yes <input type="checkbox"/> No	4. Been physically limited in any way, or used any equipment such as crutches to aid in mobility?		
	<input type="checkbox"/> Yes <input type="checkbox"/> No	5. Experienced shortness of breath or leg cramps when 4 city blocks are walked at a normal pace?		
<p><i>If more space is needed, use Special Instructions Section</i></p>	<p>Question</p>	<p>Dates</p>	<p>Details <i>Be specific. Give full names, addresses and telephone number (if available) of physicians, hospitals, etc.</i></p>	
Additional Insurance Information	<input type="checkbox"/> Yes <input type="checkbox"/> No	1. Will the Long Term Care Rider applied for replace existing Long Term Care Insurance? (If "yes", state the Company, policy number and benefit amount.)		
	<input type="checkbox"/> Yes <input type="checkbox"/> No	2. Are you covered by Medicaid?		



PART E - FRAUD STATEMENTS AND IMPORTANT NOTICES

FRAUD STATEMENTS

NEBRASKA, NEW HAMPSHIRE, RHODE ISLAND, and WYOMING only:	Any person who submits an application or a claim containing a false or deceptive statement, and does so with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, may be guilty of insurance fraud.
ARKANSAS only:	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
COLORADO only:	IMPORTANT NOTICE - IT IS UNLAWFUL TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING FACTS OR INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES, DENIAL OF INSURANCE, AND CIVIL DAMAGES. ANY INSURANCE COMPANY OR AGENT OF AN INSURANCE COMPANY WHO KNOWINGLY PROVIDES FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO A POLICYHOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICYHOLDER OR CLAIMANT WITH REGARD TO A SETTLEMENT OR AWARD PAYABLE FROM INSURANCE PROCEEDS SHALL BE REPORTED TO THE COLORADO DIVISION OF INSURANCE WITHIN THE DEPARTMENT OF REGULATORY AGENCIES.

NOTICES – IMPORTANT

Pre-Notice of Procedures as Required by The Fair Credit Reporting Act of 1970	<p>This notice is to inform you that as part of our normal underwriting procedures in connection with an application for insurance:</p> <ul style="list-style-type: none"> • An investigative consumer report may be made whereby information is obtained through personal interviews with your neighbors, friends or others with whom you are acquainted. This inquiry will include information as to character, general reputation, personal characteristics and mode of living, except as may be related directly or indirectly to your sexual orientation, with respect to you, members of your family, and others having an interest in or closely connected with the insurance transaction; and • You may elect to be interviewed if an investigative consumer report is prepared in connection with this application. You are entitled to receive a copy of any investigative consumer report by submitting your request in writing. • Upon your written request, made within a reasonable time after you receive this notice, additional information as to the nature and scope of the investigation, if one is made, will be provided. You may send corrections and requests for additional information addressed to Nationwide Life and Annuity Insurance Company, P.O. Box 182835, Columbus, Ohio 43218-2835. In the event of an adverse decision, you will be notified in writing.
Medical Information Bureau Disclosure Notice	Information regarding your insurability will be treated as confidential. Nationwide Life and Annuity Insurance Company, or its reinsurer(s) may, however, make a brief report thereon to the Medical Information Bureau, a non-profit membership organization of life insurance companies, which operates an information exchange on behalf of its members. If you apply to another Bureau member company for life or health insurance coverage or a claim for benefits is submitted to such a company, the Bureau, upon request, will supply such company with the information in its file. Upon receipt of a request from you, the Bureau will arrange disclosure of any information it may have in your file. If you question the accuracy of information in the Bureau's file, you may contact the Bureau and seek a correction in accordance with the procedures set forth in the Federal Fair Credit Reporting Act. The address of the Bureau's information office is Post Office Box 105, Essex Station, Boston, Massachusetts 02112, telephone number 866-692-6901 (TTY 866-346-3642). Nationwide Life and Annuity Insurance Company or its reinsurer(s) may also release information in its file to other life insurance companies to whom you may apply for life or health insurance, or to whom a claim for benefits may be submitted.



PART F - AGREEMENT AND AUTHORIZATION

Agreement	<p>I understand and agree that:</p> <ul style="list-style-type: none"> • This application, any amendments to it, and any related medical examination(s) will become a part of the Policy and are the basis of any insurance issued upon this application. • The Proposed Insured or Owner has a right to cancel this application at any time by contacting their producer or Nationwide in writing. No producer, medical examiner or other representative of Nationwide may accept risks or make or change any contract; or waive or change any of the Company's rights or requirements. • If the full first premium is made in exchange for a Temporary Insurance Agreement, Nationwide will only be liable to the extent set forth in that Agreement. • If the full first premium is not paid with this application, then insurance will only take effect when (1) a policy is issued by Nationwide and accepted by me; and (2) the full first premium is paid; and (3) all the answers and statements made on the application, medical examination(s) and amendments are true to the best of my knowledge and belief when (1) and (2) have occurred.
Authorization	<p>I authorize: any licensed physician or medical practitioner; any hospital, clinic, pharmacy or other medical or medically related facility; any insurance company; the Medical Information Bureau; or any other organization, institution or person who has knowledge of me; to give that information to the Medical Director of the Nationwide Life and Annuity Insurance Company, or its reinsurers, for the purpose of underwriting my application in order to determine eligibility for Life Insurance and to investigate claims. By my signature below, I acknowledge that any agreements I have made to restrict my protected health information do not apply to this form; and I instruct any physician; health care professional; hospital; clinic; medical facility; or other health care provider to release and disclose my entire medical record without restriction. I understand that any information that is disclosed pursuant to this form may be redisclosed and no longer be covered by federal rules governing privacy and confidentiality of health information. This form, or a copy of it, will be valid for a period of not more than two years (24 months) from the date it was signed. I understand that I have the right to revoke this form in writing, at anytime, by sending a written request for revocation to Nationwide Life and Annuity Insurance Company, Attention: Underwriting, P.O. Box 182835, Columbus, Ohio 43218-2835. I understand that a revocation is not effective to the extent that any of my providers have relied on this form; or to the extent that Nationwide Life and Annuity Insurance Company has a legal right to contest a claim under an insurance policy or to contest the policy itself. I further understand that if I refuse to sign this form to release my complete medical records, Nationwide Life and Annuity Insurance Company may not be able to process my application. I understand that my authorized representative or I have a right to a copy of this form by sending a request to Nationwide in writing.</p>

PART G - SIGNATURES, TAXPAYER'S IDENTIFICATION NUMBER CERTIFICATION AND PRODUCER'S CERTIFICATION

Taxpayer ID Number	<p>I certify under penalties of perjury that:</p> <ul style="list-style-type: none"> • The number shown on this form is my correct taxpayer identification number and, • I am not subject to backup withholding because <ul style="list-style-type: none"> ♦ I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or ♦ the Internal Revenue Service has notified me that I am no longer subject to backup withholding, or that I am exempt from backup withholding, and • I am a U.S. person (including a U.S. resident alien). <p><input type="checkbox"/> Check this box if you have been notified by the IRS that you are currently subject to backup withholding because of failure to report interest or dividends on your tax return.</p> <p>The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.</p>
<i>Check box, if applicable</i>	
Proposed Insured, and Owner Signatures	<p>I HAVE RECEIVED A COPY OF AND HAVE READ THIS APPLICATION AND AGREEMENT AND DECLARE THAT THE ANSWERS ARE TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I UNDERSTAND AND AGREE TO ALL ITS TERMS.</p> <p>Signed at _____ Any City, Any State _____, on _____ July 28 _____, 2008 _____ City/State Month/Day Year</p> <p>_____ X _____ Full Name of Proposed Insured (please print) Signature of Proposed Insured</p> <p>_____ X _____ 06/07/1973 Signature of Owner (if other than the Proposed Insured) Date of Birth of Proposed Insured (mm/dd/yyyy)</p>
Producer's Certification	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No I have truly and accurately recorded all Proposed Insured's answers on this application.</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No I have witnessed his/her/their signature(s) hereon. (If "no", provide details in Special Instructions Section.)</p> <p><input type="checkbox"/> Will <input checked="" type="checkbox"/> Will Not To the best of my knowledge, the insurance applied for will or will not replace any Life Insurance, Annuities, and/or Long Term Care Insurance.</p>
 <i>Be sure to answer all three questions</i>	<p>_____ Any Firm _____ Mr. Ed Producer, Jr. Firm Producer's Name (print)</p> <p>X _____ 02-A00000 _____ Mr. Ed Producer, Jr. Producer's Nationwide # Signature of Producer</p>



TEMPORARY INSURANCE AGREEMENT
NATIONWIDE LIFE AND ANNUITY INSURANCE COMPANY, COLUMBUS, OH

This Agreement provides a limited amount of life Insurance coverage, for a limited period of time, subject to the terms of this Agreement.

Receipt of Payment	<i>This receipt must not be detached and in no event will there be any temporary insurance unless the full first premium required by the Company has been paid at the time of application.</i>
	Advance payment is being made in the amount of: \$ _____ For the face amount on the application of: \$ _____ or [\$1,000,000] whichever is less).
	NOTE: Make all checks payable to NATIONWIDE. Do not make checks payable to the producer or leave the payee blank.

TERMS AND CONDITIONS

Amount of Coverage [\$1,000,000] overall maximum for all applications or agreements	Temporary Insurance under this Agreement will commence on the date of this application if the full first premium for the mode selected has been paid and accepted by Nationwide as advance payment for any application for Life Insurance. If any Proposed Insured dies while this temporary insurance is in effect, Nationwide will pay to the designated beneficiary the lesser of: <ul style="list-style-type: none"> the amount of death benefits, if any, which would be payable under the policy and its riders if issued as applied for, excluding any accidental death benefits, or [\$1,000,000].
Date Coverage Terminates Maximum of 60 DAYS	Temporary Life Insurance under this Agreement will terminate automatically on the earliest of: <ul style="list-style-type: none"> 60 days from the date of this signed Agreement, or the date any policy is offered or issued to the Proposed Insured in connection with the above application, or the date Nationwide mails notice of termination of coverage and refund of the advance payment to the Proposed Insured, or the Owner, if different than the Proposed Insured.
Limitations	<ul style="list-style-type: none"> Fraud or material misrepresentation in the application invalidates this agreement and Nationwide's only liability is for refund of any payment made. This agreement does not provide coverage for Proposed Insured's who are over the age of 70 on the date of the Agreement. If any Proposed Insured dies by suicide, Nationwide's liability under this Agreement is limited to a refund of the payment made. There is no coverage under this Agreement if the check submitted as payment is not honored by the bank on first presentation. No one is authorized to waive or modify any of the provisions of this Agreement.

SIGNATURES AND PRODUCER'S CERTIFICATION

Proposed Insured, and Owner Signatures	I HAVE RECEIVED A COPY OF THIS AGREEMENT. I UNDERSTAND AND AGREE TO ALL ITS TERMS.		
	Dated (mm/dd/yyyy) <u>07/28/2008</u>		
	X <u>John A. Doe</u> Signature of Proposed Insured	X _____ Signature of Owner (if other than the Proposed Insured)	
Producer's Signature	X <u>Mr. Ed Producer, Jr.</u> Signature of Producer	_____ Firm	<u>02-A00000</u> Producer's Nationwide #



SERFF Tracking Number: NWPA-125735382 State: Arkansas
Filing Company: Nationwide Life and Annuity Insurance Company State Tracking Number: 39654
Company Tracking Number:
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
Adjustable Life
Product Name: NWLA-371-M2, Modified Single Premium Universal Life Insurance Policy
Project Name/Number: /

Supporting Document Schedules

Review Status:

Satisfied -Name: Certification/Notice 07/16/2008

Comments:

Certifications

Attachment:

AR CERT NWLA.pdf

Review Status:

Satisfied -Name: Application 07/16/2008

Comments:

Application form LAA-0105M1 has been attached to the Form Schedule.

Previously approved applications that may be used with this product are as follows:

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

L-4736-99, Application for Life Insurance, approved 01-15-03

LAA-0104M1, Application for Life Insurance Instant Issue Only, approved 07-31-07

Review Status:

Satisfied -Name: Statement of Variability 07/16/2008

Comments:

Statement of Variability

Attachment:

NWLA-371-M2 - SOV.pdf

Review Status:

Satisfied -Name: Cover Letter 07/16/2008

Comments:

Cover Letter

Attachment:

NWLA-371-M2 cvr ltr.pdf

SERFF Tracking Number: NWPA-125735382 State: Arkansas
Filing Company: Nationwide Life and Annuity Insurance Company State Tracking Number: 39654
Company Tracking Number:
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
Adjustable Life
Product Name: NWLA-371-M2, Modified Single Premium Universal Life Insurance Policy
Project Name/Number: /

Review Status:

Satisfied -Name: Previously approved forms

07/16/2008

Comments:

The following previously approved forms will be attached to this policy:

Life 3940-B - AR Guaranty Notice

LHO-396-F - AR Important Notice

NWLA-11-A - Endorsement

Attachments:

NWLA-11-A.pdf

Life 3940-B.pdf

LHO 396-F.pdf



ARKANSAS

Certificate of Compliance

Insurer Nationwide Life and Annuity Insurance Company

Form Numbers: NWLA-371-M2, Modified Single Premium Universal Life Insurance Policy
LAA-0105M1, Application for Life Insurance

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".

John H. Crow, ChFC, CLU, FLMI
Associate Vice President
NF Compliance
Date: 07-17-08

Statement of Variability
NWLA-371-M2

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

Policy Data Page 3	Reason
3.1) Policy Owner (s)	Varies according to new issues
3.2) Policy Number	Varies according to new issues
3.3) State of Issue	Varies according to new issues by issue state.
3.4) Policy Date	Varies according to new issues
3.5) Insured	Varies according to new issues
3.6) Sex	“Male” or “Female” according to sex of insured at new and underwriting.
3.7) Issue Age	Varies according to new issues, from a minimum of 35 to a maximum of 80.
3.6) Rate Class	Varies according to underwriting decision; either “Standard” or “Preferred”
3.8) Rate Type	Varies according to underwriting decision; either “Non-tobacco” or “Tobacco”
3.9) Initial Premium	Varies according to the characteristics of the policy at issue for coverage to begin.
3.10) Minimum Additional Premium	Varies according to sex, issue age, underwriting class and Specified Amount.
3.11) Maximum Additional Premium	Varies according to sex, issue age, underwriting class and Specified Amount

Policy Data Page 3A	Reason
3a.1) Initial Specified Amount	Varies according to issue age, owner’s election of initial premium and underwriting decision on issue.
3a.2) Minimum Specified Amount	Varies according to issue age, underwriting classification and owner’s election of initial premium,
3a.3) Maturity Date	Varies according to new issue – the policy anniversary date upon which the insured reaches attained age 120
3a.4) Schedule of Benefits – Coverages listed	Varies according to benefits elected
3a.5) Schedule of Benefits – Specified Amount	Varies according to characteristics and benefits of new issue
3a.6) Coverage - Start Date	Varies according to the date of issue of the Policy
3a.7) Coverage – End Date	Varies according to the maturity date of the benefit covered in the Policy
Policy Data Page 3B	No Variation

Policy Data Page 3C	Reason
3c.1) Table of Guaranteed Cash Values Per 1000 of Specified Amount	Varies according to sex, attained age and underwriting Rate Class and Rate Type (tobacco or non-tobacco and standard or preferred). .

Policy Data Page 3D	Reason
3d. 1) Table of Guaranteed Maximum Monthly Cost of Insurance Rate per \$1,000 of Net Amount at Risk – Specified Amount	Based on the 2001 Commissioner’s Standard Ordinary CSO Ultimate Mortality table, age nearest birthday for male and females, non smoker and smoker. Applicable actuarial adjustments will be made to the table for Insureds underwritten as preferred or standard.
3d.2) Mortality- Sex Distinct	Sex class vary according to issue; female or male to select the corresponding mortality table
Mortality – Smoker Distinct	Smoker class varies according to issue; “smoker” or “non-smoker” for all issue ages.

Policy Data Page 3E	Reason
3e.1) Table of Surrender Charges – Specified Amount	Varies according to issue
3e.2) Table of Surrender Charges – Policy Date	Varies according to issue
3e.3) Surrender Charge Table – Surrender Charge Amounts	Varies according to Initial Premium paid

Policy Data Page 3F	Reason
3e.1) Internal Revenue Code Life Insurance Qualification Test Table – Attained Age	Varies according to issue age
3e.2) Internal Revenue Code Life Insurance Qualification Test Table – Applicable Percentages	Varies according to issue age, sex and underwriting class
Policy Data Page 3F, 3G and 3H	No Variation



July 17, 2008

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

RE: Form NWLA-371-M2, Modified Single Premium Universal Life Insurance Policy
Form LAA-0105M1, Application for Life Insurance
NAIC# 92657

Dear Madam:

Enclosed for filing, subject to your approval, are forms NWLA-371-M2 and LAA-0105M1. These are new forms and will not replace any existing forms. This product will be marketed to the general public on an individual basis thru broker/dealers and insurance agents licensed with our Nationwide Life and Annuity Insurance Company. We intend to market this product with an illustration.

NWLA-371-M2, Modified Single Premium Universal Life Insurance Policy

The policy features a Death Benefit maturing at age 120 with limited premium flexibility. If the policy is in force at the Maturity Date, the Policy Maturity Date will automatically be extended until the death of the Insured unless elected otherwise.

This policy is non-participating, with no dividends being paid. The issue ages for this plan are 35-80 for Preferred Non-Tobacco, Standard Non-Tobacco, Preferred Tobacco, and Standard Tobacco.

LAA-0105M1, Application for Life Insurance

This application has been designed to be used specifically for our Modified Single Premium Universal Life Insurance Policy. This application will be available on a simplified underwriting basis only.

Readability Scores

Listed below are the applicable Flesch scores for each form for which we are requesting approval:

NWLA-371-M2; 56.3

LAA-0105M1; 45.0

The following previously approved may also be used with this policy:

NWLA-171, Long Term Care Rider - approved 12-10-03

NWLA-172, Outline of Coverage for Long Term Care Rider, approved 12-10-03

NWLA-207-A, Long Term Care Rider Product Summary, approved 12-02-04

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

L-4736-99, Application for Life Insurance, approved 01-15-03

LAA-0104M1, Application for Life Insurance Instant Issue Only, approved 07-31-07

Nationwide Life and Annuity Insurance Company
Home Office: One Nationwide Plaza • Columbus, Ohio 43215-2220

Page Two

These forms are being filed concurrently in our state of domicile.

Thank you for your prompt attention to this filing. Please feel free to call me at 1-800-882-2822 (ext. 98116) if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Dan Gallion". The signature is written in a cursive, slightly slanted style.

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. NWLA-371-M2, Modified Single Premium Universal Life Insurance Policy
5. Policy Data Pages
6. LAA-0105M1, Application for Life Insurance
7. Actuarial Memorandum
8. 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 a series of loops and a long horizontal stroke.

Secretary

A handwritten signature in black ink that reads "Mark R. Frank" in a cursive, slightly slanted script.

President

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

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

DISCLAIMER

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

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

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

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

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

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

COVERAGE

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

EXCLUSIONS FROM COVERAGE

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

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

The Guaranty Association also does NOT provide coverage for:

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

LIMITS ON AMOUNT OF COVERAGE

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



IMPORTANT INFORMATION FOR POLICYOWNERS

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

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

You may write or call:

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

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

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

You may also contact:

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

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