

SERFF Tracking Number: NWFA-125956066 State: Arkansas
 Filing Company: Nationwide Life Insurance Company State Tracking Number: 41176
 Company Tracking Number: IIC08-IAC-0102AO
 TOI: A05I Individual Annuities- Immediate Non- Variable Sub-TOI: A05I.000 Annuities - Immediate Non-variable
 Product Name: Income Promise® Select
 Project Name/Number: /

Filing at a Glance

Company: Nationwide Life Insurance Company

Product Name: Income Promise® Select SERFF Tr Num: NWFA-125956066 State: ArkansasLH

TOI: A05I Individual Annuities- Immediate Non- Variable SERFF Status: Closed State Tr Num: 41176

Sub-TOI: A05I.000 Annuities - Immediate Non- variable Co Tr Num: IIC08-IAC-0102AO State Status: Approved-Closed

Filing Type: Form Co Status: Pending Reviewer(s): Linda Bird
 Authors: Todd Beshara, Grace Disposition Date: 01/05/2009
 Holland, LaToyia Martin, Leonja
 Merritt, Darcy Spangler, Natalie
 Walden

Date Submitted: 12/19/2008 Disposition Status: Approved

Implementation Date Requested: 07/01/2009

Implementation Date:

State Filing Description:

General Information

Project Name: Status of Filing in Domicile: Pending
 Project Number: Date Approved in Domicile:
 Requested Filing Mode: Review & Approval Domicile Status Comments: Concurrently being filed in Nationwide's state of domicile, Ohio.
 Explanation for Combination/Other: Market Type: Individual
 Submission Type: New Submission Group Market Size:
 Overall Rate Impact: Group Market Type:
 Filing Status Changed: 01/05/2009
 State Status Changed: 01/05/2009 Deemer Date:
 Corresponding Filing Tracking Number:
 Filing Description:
 INDIVIDUAL SINGLE PREMIUM PAYMENT IMMEDIATE FIXED INCOME ANNUITY CONTRACT FILING

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Contract IIC08-IAC-0102AO
Contract Specifications Page IIC08-IAB-0109AO
Application IIC08-IAA-0107AO

Nationwide will begin utilizing these forms as of July 1, 2009 and with the acceptance of the Interstate Insurance Product Regulation Commission ("Interstate Compact"). This product will not be marketed with illustrations. These forms are in compliance with all standards located within the Individual Immediate Non-Variable Annuity Contract Standards.

Description of the Contract

The Contract is an individual single premium payment immediate fixed income annuity contract that may be distributed through third party financial institutions, broker dealers, and wirehouse channels.

The primary market for this product is primarily retirees looking for a lifetime guarantee of fixed income generated from a single premium. The product can also be used to generate a specific term of fixed guaranteed income generated from a single premium. At time of purchase, the cost of living adjustment ("COLA") can be selected to provide a predictable increasing stream of guaranteed income.

The contract has a Flesch readability score of 53.4.

Description of the Contract Specifications Page

Contract Specifications Page - IIC08-IAB-0109AO is for use with the filed Contract and is included in this filing for the Department's approval.

Description of the Application

Application - IIC08-IAA-0107AO is for use with the filed Contract and is included in this filing for the Department's approval.

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Please note: The marks located in the upper left and lower right-hand corners on the application IIC08-IAA-0107AO are formatting marks and do not represent variability.

STATEMENT OF VARIABILITY

Contract

Nationwide officers' signatures on the face page of the contract and the telephone number are bracketed as well as they may change over time.

Contract Specifications Page

The bracketed items on the Contract Specifications Page are customized for each contract based on the information provided by the contract owner at time of application.

Application

IIC08-IAA-0107AO

- The post office box and zip code found in the address is bracketed as well as the phone number, as they may change over time.
- The product identifier number in the bottom right-hand corner is bracketed as other proprietary relationships may decide to market this product.

Other Information

Nationwide will utilize the following previously approved forms with the Contract.

IAZ-0100AO.1: Individual Retirement Annuity Endorsement

APO-3586-A: Roth Individual Retirement Annuity Endorsement

SERFF Tracking Number: NWFA-125956066 State: Arkansas
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The following forms will be issued with the Contract: Life and Disability Insurance Guaranty Association Act Notice Life 3940-A and Important Information for Contract Owners APO-6301-1. Nationwide certifies that, to the best of its knowledge and belief, the forms submitted comply with all of the laws and regulations of your state.

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

Company and Contact

Filing Contact Information

Natalie Walden, Specialist, Corporate Compliance waldenn@nationwide.com
 PO Box 182455 (800) 691-0023 [Phone]
 Columbus, OH 43272-8921 (614) 249-2112[FAX]

Filing Company Information

Nationwide Life Insurance Company CoCode: 66869 State of Domicile: Ohio
 PO Box 182455 Group Code: 140 Company Type:
 1-33-102
 Columbus, OH 43272-8921 Group Name: State ID Number:
 (800) 691-0023 ext. [Phone] FEIN Number: 31-4156830

Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Nationwide Life Insurance Company	\$50.00	12/19/2008	24644219

SERFF Tracking Number: NWFA-125956066 State: Arkansas
Filing Company: Nationwide Life Insurance Company State Tracking Number: 41176
Company Tracking Number: IIC08-IAC-0102AO
TOI: A051 Individual Annuities- Immediate Non- Variable Sub-TOI: A051.000 Annuities - Immediate Non-variable
Product Name: Income Promise® Select
Project Name/Number: /

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	01/05/2009	01/05/2009

SERFF Tracking Number: *NWFA-125956066* *State:* *Arkansas*
Filing Company: *Nationwide Life Insurance Company* *State Tracking Number:* *41176*
Company Tracking Number: *IIC08-IAC-0102AO*
TOI: *A05I Individual Annuities- Immediate Non-Variable* *Sub-TOI:* *A05I.000 Annuities - Immediate Non-variable*
Product Name: *Income Promise® Select*
Project Name/Number: /

Disposition

Disposition Date: 01/05/2009

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: NWFA-125956066 State: Arkansas
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 Product Name: Income Promise® Select
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Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Life and Disability Insurance Guaranty Association Notice		Yes
Supporting Document	Important Information Notice for Contract Owners		Yes
Form	Income Promise® Select Contract		Yes
Form	Income Promise® Select Contract Specifications Page		Yes
Form	Income Promise® Select Application		Yes

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Form Schedule

Lead Form Number: IIC08-IAC-0102AO

Review Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	IIC08-IAC-0102AO	Policy/Cont Income Promise® ract/Fratern Select Contract al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		53	Contract - IIC08-IAC- 0102AO.pdf
	IIC08-IAB-0109AO	Policy/Cont Income Promise® ract/Fratern Select Contract al Specifications Page Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0	Contract Spec Page - IIC08- IAB- 0109AO.pdf
	IIC08-IAA-0107AO	Application/Income Promise® Enrollment Select Application Form	Initial		0	Application - IIC08-IAA- 0107AO (John Doe).pdf



NATIONWIDE LIFE INSURANCE COMPANY

One Nationwide Plaza
Columbus, Ohio 43215
[1-800-452-7126] (for any inquiries)
www.Nationwide.com

NATIONWIDE LIFE INSURANCE COMPANY ("Nationwide") will make annuity payments to the Payee beginning on the Income Start Date and continuing thereafter, subject to the terms and conditions of the Contract.

The Contract is provided in return for the single premium payment (minimum \$10,000).

RIGHT TO EXAMINE AND CANCEL

THE CONTRACT OWNER HAS THE RIGHT TO EXAMINE AND CANCEL THE CONTRACT. THE CONTRACT OWNER MAY RETURN THE CONTRACT WITHIN TEN DAYS OF THE DATE IT IS RECEIVED BY THE CONTRACT OWNER TO THE HOME OFFICE OF NATIONWIDE OR THE AGENT THROUGH WHOM IT WAS PURCHASED. WHEN NATIONWIDE RECEIVES THE CONTRACT, IT WILL CANCEL THE CONTRACT AND REFUND THE PURCHASE PAYMENT, LESS PREMIUM TAX, IN FULL.

IF THE CONTRACT IS ISSUED AS A REPLACEMENT CONTRACT, IT MAY BE RETURNED WITHIN THIRTY DAYS FROM THE DATE IT IS RECEIVED BY THE CONTRACT OWNER, OR ANY LONGER PERIOD AS MAY BE REQUIRED BY APPLICABLE LAW, IN THE STATE WHERE THE CONTRACT IS DELIVERED OR ISSUED FOR DELIVERY.

THIS IS A LEGAL CONTRACT BETWEEN NATIONWIDE AND THE CONTRACT OWNER, PLEASE READ IT CAREFULLY. IF THE CONTRACT IS NOT RETURNED DURING THE RIGHT TO EXAMINE AND CANCEL PERIOD, THE CONTRACT OWNER WILL BE BOUND BY THE TERMS OF THE CONTRACT.

Executed for Nationwide on the Date of Issue.

Secretary

President

READ YOUR CONTRACT CAREFULLY

Individual Single Premium Immediate Fixed Annuity

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DEFINITIONS

Annuitant - The person upon whose continuation of life any lifetime annuity payments depend. Upon the death of the last surviving Annuitant, any remaining benefits, if applicable, vest in the Beneficiary. At that time the Contract Owners' rights to the Contract cease to exist. See the Income Options provision.

Beneficiary - The person or entity designated, depending on the Income Option chosen, to receive benefits upon the later death of the Annuitant or the Joint Annuitant, if any, as applicable. See the Income Options provision.

Code - The Internal Revenue Code of 1986, as amended.

Commuted Value - This value is only available if the Income Option elected includes a term certain period, and the Annuitant and Joint Annuitant, if applicable, die during that period. It will be the present value of the remaining term certain payments.

Contingent Beneficiary - The person or entity designated, depending on the Income Option chosen, to be the Beneficiary if the named Beneficiary is not living at the time of the later death of the Annuitant or Joint Annuitant, if any. See the Income Options provision.

Contract - The terms, conditions, benefits and rights of the annuity described in this document, as well as any documents describing elected Income Option(s), tax endorsements or attached application form. The rights, benefits, duties, obligations and guarantees set forth in this document.

Contract Owner (Owner(s)) - The person who possesses all rights under the Contract. All references to Owner shall include Joint Owner and all references to Joint Owner shall include Owner unless the context clearly indicates otherwise.

Date of Issue - The date the Contract becomes effective.

Home Office - The main office of Nationwide located in Columbus, Ohio.

Income Start Date - The date chosen by the Contract Owner to initiate payments which must occur within one year from the Date of Issue. On this date Nationwide begins the processing necessary to generate income payments. The date payments are actually received will vary, but generally is within seven to ten days following the processing date.

Individual Retirement Annuity (IRA) - An annuity described in Section 408 of the Code, established for the exclusive benefit of the Owner or the Owner's beneficiaries.

Joint Annuitant - A person other than the Annuitant upon whose continuation of life any lifetime annuity payments may depend. A Joint Annuitant can only be named if a joint payout option is chosen. See the Income Options provision.

Joint Owner(s) - The Joint Owner, if any, possesses an undivided interest in the entire Contract in conjunction with the Owner. All references to Joint Owner shall include Owner and all references to Owner shall include Joint Owner unless the context clearly indicates otherwise.

Minimum Distribution(s) - The amount required to be withdrawn from IRAs to meet distribution requirements under the Code.

Non-Qualified Contract - A Contract which does not qualify for tax treatment under the provisions of Code Sections 401, 403(a), 403(b) (Tax-Sheltered Annuities), 408 (IRAs) or 408A (Roth IRAs).

Payee(s) - The person (or entity) designated to receive annuity payments. If no election is made by the Contract Owner, the Payee will be the Annuitant designated on the application. See the Income Options provision.

Spouse - In accordance with Section 7 of Title 1 of the United States Code, the term "spouse" refers only to a person of the opposite sex who is a husband or wife under applicable state law.

GENERAL PROVISIONS

Entire Contract

The Contract and application is the entire contract between Nationwide and the Contract Owner. All statements made by, or by the authority for the issuance, reinstatement or renewal of the contract shall in the absence of fraud, be deemed representations and not warranties.

Non-Participating

This Contract is non-participating. It will not share in the surplus of Nationwide.

Incontestability

This Contract is incontestable two years after the Date of Issue or during the lifetime of the Annuitant, whichever is shorter. Statements made by the Contract Owner or Annuitant, in the absence of fraud, are representations and not warranties. No statements will be used by Nationwide in defense of a claim unless it is on the application.

Evidence of Survival

Where any payments under this Contract depend on a person being alive on a given date, proof that such person is living may be required by Nationwide. Such proof may be required prior to making the payments.

Alteration or Modification

Changes in or to the terms of the Contract must be made in writing and signed by the President or Secretary of Nationwide. No other person can alter or change any of the terms or conditions of the Contract.

Provisions of the Contract may be modified or superseded by Nationwide as required by the Code, the Internal Revenue Regulations or other relevant provisions of law. Unless otherwise provided, other changes to the Contract will be made only with mutual agreement of Nationwide and the Owner. A copy of the amendment will be furnished to the Owner. Nationwide reserves the right to discontinue any Income Options for new Contracts.

Assignment

In some cases a Contract Owner may assign some or all rights under the Contract. An assignment has to be made in writing and signed by the Contract Owner during the lifetime of the Annuitant or Joint Annuitant if applicable. The assignment takes effect on the date it is recorded by Nationwide. An assignment will not be recorded until Nationwide has received written instructions from the Contract Owner and assignee as to how rights under the Contract will be allocated. Nationwide may reject or not recognize assignments designed to alter the character of the risk that it originally assumed in issuing the Contract.

Nationwide is not responsible for the validity or tax consequences of any assignment or for any payment or other settlement made prior to Nationwide's recording of the assignment.

IRA contracts may not be surrendered, assigned, transferred or discontinued according to Code Section 408(b)(1). This contract has no cash surrender value and after the Right to Examine and Cancel Period has expired is irrevocable and can not be surrendered.

Protection of Proceeds

To the extent permitted by applicable law, proceeds are not subject to the claims of creditors or to legal process.

Misstatement of Age or Gender

If the age or gender of the Annuitant or Joint Annuitant, if any, has been misstated, all payments and benefits under the Contract will be adjusted. Payments and benefits will be made based on the correct age or gender. The dollar amount of any overpayment will be deducted from the next payment or payments due under the Contract; the dollar amount of any underpayment made by Nationwide will be paid in full with the next payment due under the Contract.

Proof of age or gender of an Annuitant or Joint Annuitant, if any, may be required at any time in a form satisfactory to Nationwide.

Number

Unless otherwise provided, all references in this Contract which are in the singular form will include the plural; all references in the plural form will include the singular.

Return of Contract During Right to Examine and Cancel Period

Any Contract, if mailed in the U.S. in an envelope properly addressed, with first class postage affixed, that is returned during the Right to Examine and Cancel period will be deemed to be mailed on the date of the postmark, registration or certification.

To assist in preventing disqualification in the event of a cancellation during the Right to Examine and Cancel period, Nationwide will agree to transfer the proceeds to another contract which meets the requirements of Code Section 408 (for IRAs), upon proper direction by the Owner.

DEDUCTION OF CHARGES

Deduction for Premium Taxes

Nationwide will deduct, if applicable, the amount of any premium taxes levied by a state or any other government entity from the Contract. The method used to recoup premium taxes will be determined by Nationwide at its sole discretion and in compliance with applicable state law. Nationwide currently deducts premium taxes at one of the following times:

1. when the Contract is purchased;
2. on the Income Start Date; or
3. when Nationwide is subject to the premium tax.

PARTIES TO THE CONTRACT

Contract Owner

The Contract Owner possesses all rights under the Contract, unless a Joint Owner is named. If the person purchasing the Contract names someone else as the Contract Owner, then the purchaser will have no rights under the Contract. The Contract Owner will be responsible for any income taxes while the Annuitant is living.

The Contract Owner may request a change in the Beneficiary or Payee. Such change, upon receipt and recording by the Company at its Home Office, will take effect as of the time the written notice was signed, whether or not the Contract Owner or Annuitant are living at the time of record, but without further liability as to any payment or settlement made by the Company before receipt of such change is recorded at the Home Office.

Joint Owner

If a Joint Owner is named, the Joint Owner will possess an undivided interest in the Contract. Unless otherwise permitted by Nationwide, the exercise of any ownership right shall require a written request signed by both Owners.

If an Owner who is not also the Annuitant dies before the Income Start Date and there is a surviving Joint Owner, the Joint Owner shall become the Owner.

If an Owner who is also the Annuitant dies before the Income Start Date and there is a surviving Joint Owner, the Contract will terminate and the single purchase payment less any applicable premium taxes will be paid to the Joint Owner. A Joint Owner can be named only for a Non-Qualified Contract.

Annuitant/Joint Annuitant

The Annuitant (and any Joint Annuitant, if applicable) must be age 85 or younger at the time the Contract is issued, unless Nationwide has approved a request for an Annuitant or Joint Annuitant older than age 85. Once designated, the Annuitant (and any Joint Annuitant, if applicable) cannot be changed. A Joint Annuitant can only be named if a joint payout option is chosen.

For Contracts that are issued as IRAs, the Owner must be the Annuitant and the entire interest of the Annuitant in the Contract is nonforfeitable. For any such Contract, if a Joint and Survivor Income Option is elected, the Joint Annuitant must be the spouse of the Annuitant. For Income Options that provide a benefit after the death of either the Annuitant (and the Joint Annuitant, if applicable), see the Income Options provision.

Payee

The Payee will receive annuity payments elected by the Contract Owner. If no Payee is designated on the application, the Payee will be the Annuitant. For Income Options that provide a benefit after the death of either the Annuitant (and the Joint Annuitant, if applicable), see the Income Options provision.

Beneficiary

The Beneficiary is the person who may receive benefits under the Contract if the Annuitant (and the Joint Annuitant, if any) dies after the Income Start Date.

If more than one Beneficiary survives the Annuitant (and the Joint Annuitant, if any), each will share equally unless otherwise specified on the application. If there is no surviving Beneficiary upon the death of the Annuitant, all Beneficiary rights will vest in the Contingent Beneficiary, and if more than one Contingent Beneficiary survives, each will share equally unless otherwise specified on the application. If no Beneficiary or Contingent Beneficiary survives the Annuitant (and the Joint Annuitant, if any), all Beneficiary rights will vest with the Owner(s), or the estate of the last surviving Owner. The Beneficiary will be responsible for any income taxes once the Beneficiary begins receiving payments.

If the Annuitant (and the Joint Annuitant, if any) dies prior to the Income Start Date and there is no surviving Owner or Joint Owner, the Beneficiary will be entitled to the proceeds of the single purchase payment less any applicable premium taxes. For payout options that provide a benefit after the death of either the Annuitant (and the Joint Annuitant, if applicable), see the Income Options provision.

PURCHASE PAYMENT PROVISIONS

Single Purchase Payment

The Contract is provided in return for a single purchase payment, which may not be less than \$10,000.00. No additional purchase payment will be accepted or permitted after Contract issuance. The cumulative total of the purchase payment under this and any other annuity Contract(s) issued by Nationwide having the same Annuitant may not exceed \$2,000,000 for single life income options and \$3,000,000 for joint life income options or term certain only options without the prior consent of Nationwide.

For Contracts issued as IRAs, except in the case of a rollover contribution (as permitted by Code Section 402(c), 403(a)(4), 403(b)(8), or 408(d)(3)) no contribution will be accepted unless: (1) it is U.S. currency; (2) the contribution does not exceed any limits set by the Code and (3) all related transactions comply with the provisions of the Code. Any refund of purchase payments will be applied before the close of the calendar year following the year of the refund toward the payment of future premiums or the purchase of additional benefits.

INCOME OPTIONS

Annuity payments will be made, according to the Income Option elected, to the Payee or Beneficiary as applicable under the option. Any annuity Income Option not set forth in the Contract which is satisfactory to both Nationwide and the Owner may be elected. Nationwide may limit the availability of term certain options with no life contingency. These are options where payments are not contingent upon a particular named individual being alive.

Options available for Contracts issued to IRAs may be limited based on the age of the Annuitant and distribution requirements under the Code.

5 to 30 Year Term Certain (in annual increments)

Annuity payments will be made to the Payee for the period elected on the application. If the Annuitant dies during this term certain period, the Beneficiary will have the option to continue payments until the end of the term certain period or receive a lump sum, after proof of death is received by Nationwide, equivalent to the present value of those payments.

Single Life

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

Single Life with Cash Refund

Annuity payments will be made to the Payee during the lifetime of the Annuitant. If the Annuitant dies prior to receiving aggregate annuity payments that are at least equal to the purchase payment less any premium tax, the difference between the aggregate annuity payments and the purchase payment less any premium tax will be paid to the Beneficiary in a single lump sum after proof of death is received by Nationwide.

Single Life with 5 to 30 Year Term Certain (in annual increments)

Annuity payments will be made to the Payee during the lifetime of the Annuitant or the term certain period as elected on the application, whichever is longer. If the Annuitant dies during the term certain period, the Beneficiary will have the option to continue payments until the end of the term certain period or receive a lump sum, after proof of death is received by Nationwide, equivalent to the present value of those payments.

Joint and (%) Last Survivor

Annuity payments will be made to the Payee during the joint lifetimes of the Annuitant and Joint Annuitant. Upon the death of either the Annuitant or Joint Annuitant, payments will continue for the life of the surviving annuitant. Upon the death of either the Annuitant or Joint Annuitant, payments will be a percentage, as indicated on the application, of the amount that would have been paid if both the Annuitant and Joint Annuitant were living. Payments will cease with the last payment due prior to the death of the last surviving Annuitant.

The Contract Owner will elect the continuation percentage at the time of application. The continuation percentage will appear on the Contract Specifications Page.

Joint and (%) Last Survivor With Cash Refund

Annuity payments will be made to the Payee during the joint lifetimes of the Annuitant and Joint Annuitant. Upon the death of either the Annuitant or Joint Annuitant, payments will be a percentage, as elected on the application, of the amount that would have been paid if both the Annuitant and Joint Annuitant were living. If both the Annuitant and Joint Annuitant die prior to when aggregate annuity payments have been made that are at least equal to the purchase payment, less any premium taxes, the difference between the aggregate annuity payments and the purchase payment less any premium taxes will be paid to the Beneficiary in a single lump sum after proof of death is received by Nationwide.

The Contract Owner will elect the continuation percentage at the time of application. The continuation percentage will appear on the Contract Specifications Page.

Joint and (%) Last Survivor With 5 to 30 Year Term Certain (in annual increments)

Annuity payments will be made to the Payee during the joint lifetimes of the Annuitant and Joint Annuitant or the term certain period as elected on the application, whichever is longer. Upon the death of either the Annuitant or Joint Annuitant, and after the term certain period has expired, payments will be a percentage, as elected on the application, of the amount that would have been paid if both the Annuitant and Joint Annuitant were living.

If both the Annuitant and Joint Annuitant die during the term certain period, the Beneficiary will have the option to continue payments for the length of the term certain period or to receive a lump sum, after proof of death is received by Nationwide, equivalent to the present value of those payments.

The Contract Owner will elect the continuation percentage at the time of application. The continuation percentage will appear on the Contract Specifications Page.

Joint and (%) Survivor

Annuity payments will be made to the Payee during the joint lifetimes of the Annuitant and Joint Annuitant. After the death of the Annuitant, payments will continue for the life of the Joint Annuitant. Payments will be a percentage, as elected on the application, of the amount that would have been paid if the Annuitant were living. If the Joint Annuitant dies before the Annuitant, payments will continue for the life of the Annuitant and the percentage reduction does not apply.

The Contract Owner will elect the continuation percentage at the time of application. The continuation percentage will appear on the Contract Specifications Page.

Joint and (%) Survivor With Cash Refund

Annuity payments will be made to the Payee during the joint lifetimes of the Annuitant and Joint Annuitant. After the death of the Annuitant, payments will continue for the life of the Joint Annuitant. Payments will be a percentage, as elected on the application, of the amount that would have been paid if the Annuitant were living. If the Joint Annuitant dies before the Annuitant, payments will continue for the life of the Annuitant and the percentage reduction does not apply. If both the Annuitant and Joint Annuitant die prior to receiving aggregate

annuity payments that are at least equal to the single purchase payment less any premium tax, the difference between the aggregate annuity payments and the single purchase payment less any premium tax will be paid to the Beneficiary in a single lump sum after proof of death is received by Nationwide.

The Contract Owner will elect the continuation percentage at the time of application. The continuation percentage will appear on the Contract Specifications Page.

Joint and (%) Survivor With 5 to 30 Year Term Certain (in annual increments)

Annuity payments will be made to the Payee during the joint lifetimes of the Annuitant and Joint Annuitant or the term certain period as elected on the application, whichever is longer. After the death of the Annuitant, payments will continue for the life of the Joint Annuitant. Once the term certain period has expired, payments will be a percentage, as elected on the application, of the amount that would have been paid if the Annuitant were living. If the Joint Annuitant dies before the Annuitant, payments will continue for the life of the Annuitant and the percentage reduction does not apply.

If both the Annuitant and Joint Annuitant die during the term certain period, the Beneficiary will have the option to continue payments for the remainder of the term certain period or to receive a lump sum, after proof of death is received by Nationwide, equivalent to the present value of those payments.

The Contract Owner will elect the continuation percentage at the time of application. The continuation percentage will appear on the Contract Specifications Page.

COST OF LIVING ADJUSTMENT

The Contract Owner may elect on the application to have an annual increase apply to the elected Income Option. Any applicable payment increase would occur on each anniversary following the Income Start Date. Once elected, the annual increase amount cannot be changed or discontinued. Nationwide may limit the availability of this option.

ANNUITY BENEFITS

Frequency and Amount of Payments

The Income Start Date is the date chosen by the Contract Owner to initiate payments. On this date Nationwide begins the processing necessary to generate income payments. The date payments are actually received will vary, but generally is within seven to ten days following the processing date.

The Income Start Date must be no earlier than the day after the end of the Right to Examine and Cancel period and within one year after the Date of Issue. Payments will be made based on the annuity Income Option and frequency elected. Frequencies that may be elected include: monthly, quarterly, semi-annually, or annually.

The amount of annuity benefit is determined based on the option elected, age at income start date, gender (if allowed by state), frequency of payment, premium amount, qualification status of premium money, any applicable state premium tax and current prevailing interest rates.

If any payment would be or becomes less than \$100.00, Nationwide has the right to change the frequency of payments to an interval that will result in payments of at least \$100.00. In no event will Nationwide make payments under an annuity option less frequently than annually.

Commutation of Annuity Payments

If the Income Option elected includes a term certain period, a Commuted Value is only available if the Annuitant and Joint Annuitant, if applicable, die during that period.

The Owner may, at any time while a commutation benefit is available, request the current replacement ratio for the annuity payments. The replacement ratio shall be defined as (i)/(ii) where (i) and (ii) are defined as follows:

- (i) The actual Commuted Value to be paid; and
- (ii) The Commuted Value calculated on the basis of the current pricing assumptions used in the determination of prices for the same type of income being commuted and for new contracts of the same class of contracts. If new contracts of this class of contracts are not currently being issued, then the amount shall be calculated on the basis of the current assumptions for new annuitizations of the same type of income being commuted.

Upon receipt of a request from the owner for a payment of a Commuted Value:

- (i) Nationwide will provide the Commuted Value payable and the current replacement ratio, both as of the calculation date, within 15 days of receipt of request of payment.
- (ii) If Nationwide has already provided the information in (i), Nationwide shall pay the Commuted Value benefit within 15 days of receipt of request of payment.

The actual commuted amount paid will be determined as of the date of payment. Nationwide reserves the right to defer payment of any amounts payable as a commuted value for a period of six months.

REQUIRED DISTRIBUTION PROVISIONS

Required Distribution - Non-Qualified Contracts

This Contract is intended to be treated as an "annuity contract" for federal income tax purposes. Accordingly, all provisions of this Contract shall be interpreted and administered in accordance with the requirements of Code Section 72(s). In no event shall any payment be deferred beyond the time limits permitted by Code Section 72(s). Nationwide reserves the right to amend this Contract to comply with requirements set out in the Code and regulations and rulings thereunder, as they may exist from time to time.

Upon the death of any Owner or Joint Owner (each of the foregoing "a deceased Owner"), certain distributions for Non-Qualified Contracts are required by Code Section 72(s). Notwithstanding any provision of the Contract to the contrary, the following distributions shall be made in accordance with such requirements.

1. If any deceased Owner died on or after the Income Start Date and before the entire interest under the Contract has been distributed, then the remaining portion of such interest shall be distributed at least as rapidly as under the method of distribution in effect as of the date of such deceased Owner's death.
2. If any deceased Owner died prior to the annuity starting date, then the entire interest in the Contract shall be distributed within 5 years of the death of the deceased Owner, provided however:
 - (a) If any portion of such interest is payable to or for the benefit of a natural person who is a surviving Owner, Joint Owner, Annuitant, Beneficiary, or Contingent Beneficiary as the case may be (each a "designated beneficiary"), such portion may, at the election of the designated Beneficiary, be distributed over the life of such designated beneficiary, or over a period not extending beyond the life expectancy of such designated beneficiary, provided that payments begin within one year of the date of the deceased Owner's death (or such longer period as may be permitted by federal income tax regulations). Life expectancy and the amount of each payment will be determined as prescribed by Federal Treasury Regulations.
 - (b) If the designated beneficiary is the surviving spouse of the deceased Owner, such spouse may elect to become the Owner of this Contract, and the distributions required under these Required Distribution Provisions will be made upon the death of such spouse.

In the event that the Owner is a person that is not a natural person (e.g., a trust or corporation), then, for purposes of these distribution provisions, (i) the death of the Annuitant shall be treated as the death of any Owner, (ii) any change of the Annuitant shall be treated as the death of any Owner, and (iii) in either case the appropriate distribution required under these distribution rules shall be made upon such death or change, as the case may be. The Annuitant is the primary Annuitant as defined in Code Section 72(s)(6)(B).

These distribution provisions shall not be applicable to any Contract that is not required to be subject to the provisions of Code Section 72(s) by reason of Section 72(s)(5) or any other law or rule. Such contracts include, but are not limited to, any Contract issued as an IRA.

Required Distribution - IRAs

The entire interest of an Annuitant under an IRA will be distributed in a manner consistent with the provisions of Code Section 401(a)(9), including the incidental death benefit requirements of Code Section 401(a)(9)(G), and regulations thereunder, including the minimum distribution incidental benefit requirement of Section 1.401(a)(9)-2 of the Proposed Income Tax Regulations, as applicable (collectively, Minimum Distributions), and, notwithstanding anything else contained herein, will be paid to the Payee, over a period not exceeding:

- A. the life of the Annuitant or the lives of the Annuitant and the Owner's designated beneficiary; or
- B. a period not extending beyond the life expectancy of the Annuitant or the life expectancy of the Annuitant and the Annuitant's designated beneficiary.

If the Annuitant's entire interest is to be distributed in equal or substantially equal payments over a period described in A or B, such payments will commence no later than the required beginning date which (1) for an IRA, is not later than the first day of April following the calendar year in which the Annuitant attains age 70 1/2.

Payments commencing on the required beginning date will not be less than the lesser of the quotient obtained by dividing the entire interest of the Annuitant, determined as of the end of the prior calendar year, by the applicable factor set forth in the Uniform Life Table. See Treasury Regulation Section 1.401(a)(9)-9.

If the Annuitant dies on or after the date Minimum Distributions have begun, the remaining Contract interest will continue to be distributed at least as rapidly as under the method of distribution being used prior to the Annuitant's death, unless otherwise permitted by the Code.

If the Annuitant dies prior to the commencement of required Minimum Distributions, the interest in the Contract must be distributed in accordance with the income payment option selected by the Annuitant, but in no event for a term longer than the life expectancy of the Beneficiary.

If the Beneficiary under an IRA is the surviving spouse of the Annuitant, the surviving spouse may elect to treat the Contract as his or her own, whether or not distributions had commenced prior to the death of the Annuitant. This election will be deemed to have been made if such surviving spouse makes a regular IRA contribution to the Contract, makes a rollover to or from the Contract, or fails to elect any of the above provisions. The result of such an election is that the surviving spouse will be considered the individual for whose benefit the IRA is maintained.

PROOF OF DEATH

Nationwide must receive in writing at its home office in Columbus, Ohio the following two items: (1) proper proof of death, and (2) state required forms, if any. Nationwide will accept any one of the following as proper proof of death:

- (1) a certified copy of the death certificate;
- (2) a copy of a certified decree of a court of competent jurisdiction as to the finding of death;

- (3) a written statement by a medical doctor who attended the deceased Annuitant; or
- (4) any other proof Nationwide finds acceptable.

DEATH PROVISIONS PRIOR TO THE INCOME START DATE

All provisions relating to the death of the Owner may be subject to the Required Distribution Provisions section.

Death of Owner

If the Owner who is not the Annuitant dies prior to the Income Start Date, ownership rights will vest in the surviving Joint Owner, if any. If there is no surviving Joint Owner, ownership rights will vest in the Annuitant. Subject to the Required Distribution Provisions section, the Annuitant will be entitled to receive scheduled annuity payments.

If the Owner who is also the Annuitant dies prior to the Income Start Date, the terms of the Death of Annuitant section will apply.

Death of Annuitant

If the Annuitant dies prior to the Income Start Date, this Contract will terminate and the single purchase payment less any applicable premium tax shall be paid to the surviving Owner.

If there is no surviving Owner, the Beneficiary will be entitled to receive a single purchase payment less any applicable premium tax or to receive annuity benefits in accordance with the Required Distribution Provisions section.

DEATH PROVISIONS AFTER THE INCOME START DATE

All provisions relating to the death of the Owner may be subject to the Required Distribution Provisions section.

Death of Owner

If the Owner who is not the Annuitant dies after the Income Start Date, annuity payments will continue to be made to the Payee under the originally elected Income Option and ownership rights will vest in any surviving Joint Owner. If there is no surviving Joint Owner, ownership rights will vest in the primary Annuitant.

If the Owner who is also the Annuitant dies after the Income Start Date, the terms of the Death of Annuitant section will apply.

Death of Annuitant

If the Annuitant dies after the Income Start Date, the terms of the Income Option as elected by the Owner at time of application will apply.

CONTRACT SPECIFICATIONS PAGE

CONTRACT INFORMATION

Product Name: INCOME Promise® Select **Contract Number:** [01-6005314]
Date of Issue: [July 1, 2009] **Income Start Date:** [July 1, 2010]
Frequency of Payment: [Monthly] **Total Purchase Payment:** [\$10,000.00]
Annuity Income Option Elected: [Single Life with 2% Cost of Living Adjustment]

Contract Owner Information:

Name: [John Q. Doe]
Address: [123 Anystreet]
[Anycity, Anystate 12345]

Joint Owner Information:

Name: [Jane N. Doe]
Address: [123 Anystreet]
[Anycity, Anystate 12345]

Annuitant Information:

Name: [John Q. Doe]
Address: [123 Anystreet]
[Anycity, Anystate 12345]
Date of Birth: [01/01/1956]
Gender: [Male]

Joint Annuitant Information:

Name: [Jane N. Doe]
Address: [123 Anystreet]
[Anycity, Anystate 12345]
Date of Birth: [12/01/1961]
Gender: [Female]

Payee Information: (Payee as designated at the time of application)

Name: [John Q. Doe]
Address: [123 Anystreet]
[Anycity, Anystate 12345]
Allocation: [% or \$ amount]

Name: [Jane N. Doe]
Address: [123 Anystreet]
[Anycity, Anystate 12345]
Allocation: [% or \$ amount]

Name: [John Q. Doe, II]
Address: [987 Main Street]
[Anycity, Anystate 12345]
Allocation: [% or \$ amount]

Beneficiaries:

Name

[Estate of Jane Doe]
[Primary]
[100%]

INCOME Promise® Select, is an individual single premium immediate fixed annuity contract, which is underwritten by Nationwide Life Insurance Company, Columbus, Ohio.

The contract is provided in return for a single purchase payment, which may not be less than \$10,000.00. No additional purchase payments will be accepted or permitted after Contract issuance. The cumulative total of the purchase payment under this and any other annuity Contract(s) issued by Nationwide having the same Annuitant may not exceed \$2,000,000.00 for single life income options and \$3,000,000.00 for joint and life income options or term certain only options without the prior consent of Nationwide.

If the Income Option elected above includes a term certain period, a Commuted Value is only available if the Annuitant and Joint Annuitant, if applicable, die during that period. The Commuted Value will be the present value of the remaining term certain payments.



1. Parties to the Contract *Please print.*

1a. Contract Owner

First Name: [John] MI: [Q] Last Name: [Doe]

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

Date of Birth: [01/01/1956] Sex: M F Soc. Sec. No. or Tax ID: [1] [2] [3] [4] [5] [6] [7] [8] [9]

Street: [123 Anystreet]

City: [Anycity] State: [Anystate] ZIP: [12345]

1b. Joint Owner *Only available for Non-Qualified Contracts. Limited to spouses, except in HI, NH, PA and VT.*

First Name: [Jane] MI: [M] Last Name: [Doe]

Date of Birth: [12/01/1961] Sex: M F Soc. Sec. No. or Tax ID: [987] - [65] - [4321]

Address: Same address as owner Street: []

City: [] State: [] ZIP: []

! *If a Lifetime Option is chosen, it will be based upon the Annuitant's life.*

1c. Annuitant *Complete only if different from Contract Owner. (Annuitant must be age 85 or younger.)*

First Name: [] MI: [] Last Name: []

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

Address: Same address as owner Street: []

City: [] State: [] ZIP: []

! *A Joint Annuitant can only be named if a Joint Payout Option is chosen.*

1d. Joint Annuitant *(Must be age 85 or younger.)*

Same as Joint Owner

First Name: [] MI: [] Last Name: []

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

Address: Same address as owner Street: []

City: [] State: [] ZIP: []



1e. Beneficiaries Allocation to all Primary Beneficiaries must equal 100%. Contingent Beneficiaries must also equal 100%.

! If more than three Beneficiaries are named, list additional names on the Beneficiary Options form located in the new business enrollment packet.

Check one: First Name: MI: Last Name:

Primary Relationship to Annuitant: Allocation (whole % only):

Contingent Social Security Number: Date of Birth:

Check one: First Name: MI: Last Name:

Primary Relationship to Annuitant: Allocation (whole % only):

Contingent Social Security Number: Date of Birth:

Check one: First Name: MI: Last Name:

Primary Relationship to Annuitant: Allocation (whole % only):

Contingent Social Security Number: Date of Birth:

2. Contract Information

2a. Contract Type Must specify by checking a box.

Non-Qualified IRA Roth IRA – Tax year originally established:

2b. Purchase Payment

Single Premium Purchase Payment: \$ (**\$10,000 minimum premium.**)

Payment Submitted Via: (Check all that apply) Check Wire 1035(a) Exchange Transfer/Rollover

IMPORTANT: Nationwide must know of all possible transfers at the inception of the Contract.

Where is the money being sent from? United States (U.S.) *NOTE: Nationwide will accept and pay only in U.S. funds*
 Offshore, what Country?

Quote Number (if applicable):

Will payments from this annuity fund a Nationwide life insurance policy? Yes No

If **YES**, please provide the **Nationwide Policy Number:**

2c. Cases \$1 Million or above In order to comply with Government regulations, please answer the following questions.

If the funds are not coming from an Annuity, Life Insurance Contract, or tax qualified account, what is the source?

Personal Account

Sale of a business, please describe below, including the name and location of the business

Sale of Real Estate United States (U.S.) Offshore, what Country?

Other, please describe in detail and enclose any legal documents pertaining to the transaction.

What is the intended use of the contract?

Fund a personal income need (e.g. retirement income)

Fund a life insurance contract/wealth transfer

Fund a long term care contract

Fund a business arrangement, please describe below and include any legal documents describing the entire transaction.

Other, please describe in detail and enclose any legal documents pertaining to the transaction.

! Only Complete for cases \$1 Million or above.



3. Income Options Only one Option may be elected and cannot be changed. *If a birth certificate is required for an income option and it's not included with the application, that application will be rejected by Nationwide.*

3a. Select Option *Select only ONE Option. Nationwide reserves the right to discontinue any Income Options for New Contracts.*

! Does not provide a lifetime payout.

Term Certain only [] Years (5 to 30 years in annual increments)

Single Life¹

Based on the life of the Annuitant.

Single Life with Cash Refund¹

Single Life with [] Years (5 to 30 years in annual increments) Term Certain¹

Survivor payout percentages are 50%, 66 2/3%, 75%, and 100%.

Payment reduces upon the death of either the Annuitant or the Joint Annuitant.

Joint and [] % Last Survivor²

Joint and [] % Last Survivor with Cash Refund²

Joint and [] % Last Survivor with [] Years (5 to 30 years in annual increments) Term Certain²

Payment reduces if the Joint Annuitant survives the Annuitant.

Joint and [] % Survivor²

Joint and [] % Survivor with Cash Refund²

Joint and [] % Survivor with [] Years (5 to 30 years in annual increments) Term Certain²

In addition to your Income Option, you may choose a COLA of 1%, 2%, 3%, 4%, or 5%.

Cost of Living Adjustment (COLA) can be chosen in addition to the Lifetime or Term Option selected.

Cost of Living Adjustment (COLA)³ [2] %

¹Birth Certificate of Annuitant is Required.

²Birth Certificate of BOTH Annuitant and Joint Annuitant is Required.

³May not be available in all states. Electing COLA increases the premium required to fund this annuity. Election of COLA cannot be changed or revoked after issue.

! A specific date must be provided and must occur within one (1) year of the application.

3b. Income Start Date All premiums must be received prior to Income Start Date.

[02 / 01 / 2010]
MM DD YYYY

Please note: Choose an Income Start Date that is seven (7) to ten (10) business days prior to when you want to receive your payment.

3c. Payees/Method of Payment *If no Payees are designated, the Payee will be the Annuitant.*

First Name: [Jane] MI: [M] Last Name: [Doe]

Allocation (whole % only): [100] % OR \$ []

Date of Birth: [12/01/1961] Sex: M F Soc. Sec. No. or Tax ID: [987 - 65 - 4321]

Street: [123 Anystreet]

City: [Anycity] State: [Anystate] ZIP: [12345]

! Direct Deposit is the fastest method of delivery.

Direct Deposit (A voided check or letter of instruction from your bank on bank letterhead is required.)

Checking **Saving** Financial Institution Name: [Bank of John Doe]

ABA/Transit Number: [123456789] Account Number: [123456789001]

Check to Payee's address above.



3c. Payees/Method of Payment, continued

! If more than three payees are named, list additional names on the Payee Options form located in the new business enrollment packet.

First Name: MI: Last Name:
 Allocation (whole % only): % OR \$
 Date of Birth: Sex: M F Soc. Sec. No. or Tax ID: - -
 Street:
 City: State: ZIP:

Direct Deposit (A voided check or letter of instruction from your bank on bank letterhead is required.)
 Checking **Saving** **Financial Institution Name:**
ABA/Transit Number: **Account Number:**

Check to Payee's address above.

First Name: MI: Last Name:
 Allocation (whole % only): % OR \$
 Date of Birth: Sex: M F Soc. Sec. No. or Tax ID: - -
 Street:
 City: State: ZIP:

Direct Deposit (A voided check or letter of instruction from your bank on bank letterhead is required.)
 Checking **Saving** **Financial Institution Name:**
ABA/Transit Number: **Account Number:**

Check to Payee's address above.

! Selected frequency applies to all payees.

3d. Frequency of Payments

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

3e. Tax Withholding Taxes will only be withheld and reported to the designated Contract Owner.

! If this section is blank, we will default to withholding taxes based on current withholding rules.

- A. Do not withhold taxes from my income payments (Do not complete B or C)
- B. I want my withholding from each income payment to be figured using the number of allowances and marital status

Marital Status Single Married Married, but withhold at higher single rate

Number of Allowances

(You may also designate an additional amount in item C)

- C. Withhold the following additional amount from each income payment (You must also complete item B)

Federal Withholding % OR \$

State Withholding % OR \$

For State Withholding, please list your state of residence:

State tax withholding will be based upon state withholding requirements.



4. State Disclosures

Interstate Insurance Product Regulation Commission State Fraud Language : Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

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

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

5. Contract Owner Signatures and Authorizations

- Yes No **Are you a U.S. Citizen? If No, Country of Citizenship:**
- Yes No **Do you have existing life insurance or annuity contracts?**
- Yes No **Will the applied for Contract replace any existing life insurance or annuity contracts?**



If you answered "yes" to EITHER of the last two questions above, your state may require NAIC replacement forms. Please look in the New Business Enrollment Packet to see if your state requires additional NAIC replacement forms.

I understand the purpose and intent of this Contract is to offer benefits to individuals. I hereby acknowledge that this Contract will not be used with other contracts issued by Nationwide to cover a single life with more than \$2 million or \$3 million for Joint Life or term certain only in premium without permission from Nationwide. I hereby acknowledge that I do not represent a corporate entity or institutional investor. I hereby acknowledge that I am purchasing this contract for myself and that I do not intend to immediately assign any benefits under this contract to a corporate entity or institutional investor.

To the best of my knowledge and belief, I hereby represent my answers to the above questions and all statements herein to be accurate and complete.

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

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



Contract Owner Must Sign Here: John Q. Doe

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

State In Which Application Was Signed: Date:

Contract Owner's Daytime Phone Number:

Contract Owner's E-mail Address:



6. Registered Representative* Information

6a. Primary Registered Representative* Information *(Please print.)*

- Yes No Are you aware of any existing annuities or insurance owned by the applicant?
 Yes No Will the applied for Contract replace any existing life insurance or annuity contracts?

First Name: MI: Last Name:
 Phone: () Percentage %
 E-mail:
 Broker/Dealer Name:
 SSN #:

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

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

Signature:

Florida License Identification #: (Florida Agents only):
 *Registered Representatives are Insurance Agents.

6b. Additional Registered Representative* Information *(Please print.)*

- Yes No Are you aware of any existing annuities or insurance owned by the applicant?
 Yes No Will the applied for Contract replace any existing life insurance or annuity contracts?

First Name: MI: Last Name:
 Phone: () Percentage %
 E-mail:
 Broker/Dealer Name:
 SSN #:

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

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

Signature:

Florida License Identification #: (Florida Agents only):
 *Registered Representatives are Insurance Agents.

Affix Registered Representative label here if applicable.



SERFF Tracking Number: NWFA-125956066 State: Arkansas
Filing Company: Nationwide Life Insurance Company State Tracking Number: 41176
Company Tracking Number: IIC08-IAC-0102AO
TOI: A05I Individual Annuities- Immediate Non- Variable Sub-TOI: A05I.000 Annuities - Immediate Non-variable
Product Name: Income Promise® Select
Project Name/Number: /

Supporting Document Schedules

Satisfied -Name: Certification/Notice	Review Status:	12/18/2008
Comments:		
Attachments:		
AR Cert of Compliance Reg 19.pdf		
AR Readability Cert.pdf		
Satisfied -Name: Life and Disability Insurance Guaranty Association Notice	Review Status:	12/18/2008
Comments:		
Attachment:		
Life 3940-A - Guarantee Association Notice.pdf		
Satisfied -Name: Important Information Notice for Contract Owners	Review Status:	12/18/2008
Comments:		
Attachment:		
APO-6301-1 Important Notice.pdf		

STATE OF ARKANSAS
CERTIFICATION OF COMPLIANCE

Re: Form Number(s) IIC08-IAC-0102AO, IIC08-IAB-0109AO, IIC08-IAA-0107AO

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

So certified this 19 day of December, 2007.



Signature

John H. Crow, Associate Vice President
Officer and Title

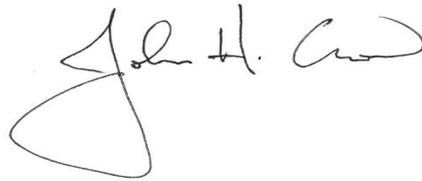
Nationwide Life Insurance Company
Name of Company

Certification

This is to certify that the attached _____ Contract _____

Form No. IIC08-IAC-0102AO has achieved a Flesch Reading Score of 53.4

and complies with the requirements of Ark. Stat. Ann §§ 23-80-204 and 23-80-206(d) of the Life and Disability Insurance Policy Language Simplification Act.



Signature

John H. Crow, Associate Vice President
Officer and Title

Nationwide Insurance Company
Name of Company

December 19, 2008
Date

**LIMITATIONS AND EXCLUSIONS UNDER THE ARKANSAS
LIFE AND DISABILITY INSURANCE GUARANTY ASSOCIATION ACT**

Residents of this state who purchase life insurance, annuities or disability insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Arkansas Life and Disability Insurance Guaranty Association ("Guaranty Association"). The purpose of this association is to assure that policy and contract owners will be protected, within 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 companies that are well managed and financially stable.

DISCLAIMER

The Arkansas Life and Disability 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 the state. You should not rely on coverage by 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 Disability Insurance Guaranty Association
c/o The Liquidation Division
1200 West Third Street (Third & Cross)
Little Rock, Arkansas 72201-1904

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 Disability 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 disability 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 for 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 contract holders, 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 owed 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 coverage. Within this overall \$300,000 limit, the Association will not pay more than \$100,000 in health insurance benefits, \$100,000 in present value of annuity benefits, or \$100,000 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 CONTRACT OWNERS

If you need to contact someone about this contract for any reason, please contact the financial services professional who services your annuity contract. If you have additional questions or need assistance you may contact Nationwide's Annuity Customer Service. The address and telephone numbers are below.

The name, address, and telephone number of the financial services professional who services your contract is shown on the Transaction Confirmation statement enclosed with your new contract.

You may write to Customer Service at:

**Nationwide Life Insurance Company
P.O. Box 182021
Columbus, OH 43218-2021**

or call toll free between the hours of 8:00 a.m. and 4:30 p.m. Eastern Time.

1(800) 848-6331

If you feel you are not receiving adequate or reasonable service, you should feel free to contact:

**Arkansas Insurance Department
Consumer Services Division
1200 West Third Street
Little Rock, AR 72201-1904
1-800-852-5494**