

SERFF Tracking Number: NWFA-126271171 State: Arkansas
 Filing Company: Nationwide Life Insurance Company State Tracking Number: 43417
 Company Tracking Number: VAC-0117AOCV
 TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
 Product Name: Nationwide Destination B
 Project Name/Number: Nationwide Destination B/

Filing at a Glance

Company: Nationwide Life Insurance Company

Product Name: Nationwide Destination B

TOI: A03I Individual Annuities - Deferred Variable

Sub-TOI: A03I.002 Flexible Premium

Filing Type: Form

SERFF Tr Num: NWFA-126271171 State: Arkansas

SERFF Status: Closed-Approved-Closed State Tr Num: 43417

Co Tr Num: VAC-0117AOCV

State Status: Approved-Closed

Reviewer(s): Linda Bird

Disposition Date: 09/09/2009

Authors: Todd Beshara, Amy Burchette, Angela D. Cox, Jenny Christiansen, Andrea Sgobbo, Sandra Davies, Julie Eaton, Dan Gallion, Grace Holland, Cindy Malloy, Leonja Merritt, Kristin Nixon, Clara Pollard, Carrie Ruhlen, Georgia Sollars, Darcy Spangler, Gayla Pace, Natalie Walden, Drema Wallace, EDS EDSSupport, Leslie Hernandez

Date Submitted: 08/28/2009

Disposition Status: Approved-Closed

Implementation Date:

Implementation Date Requested: 12/01/2009

State Filing Description:

General Information

Project Name: Nationwide Destination B

Project Number:

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 09/09/2009

Deemer Date:

Status of Filing in Domicile: Pending

Date Approved in Domicile:

Domicile Status Comments: Concurrently being filed in Nationwide's state of domicile, Ohio.

Market Type: Individual

Group Market Size:

Group Market Type:

Explanation for Other Group Market Type:

State Status Changed: 09/09/2009

Created By: Grace Holland

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Submitted By: Grace Holland

Corresponding Filing Tracking Number:

Filing Description:

RE: Nationwide Life Insurance Company

NAIC # 66869 FEIN 31-4156830 NAIC Group # 140

Individual Flexible Purchase Payment Variable Deferred Annuity Contract Filing

Contract VAC-0117AOCV
Contract Specifications Page VAB-0135AO
Application VAA-0120AO

Nationwide Life Insurance Company ("Nationwide") is filing the above referenced forms for general use and approval by the Department of Insurance (the "Department"). Upon approval by the Department and with the acceptance of the SEC filing, Nationwide will begin utilizing these forms December 1, 2009.

Description of the Contract

The Contract is an individual flexible purchase payment variable deferred annuity contract that may be distributed through third party financial institutions, broker dealers, wirehouse channels, and captive Nationwide agents. The base Contract is written for non-qualified issuance only. However, it may also be sold as an IRA, Roth IRA, SEP IRA, SIMPLE IRA, 401(a) (investment only), 401(k), or Charitable Remainder Trust (CRT). When the Contract is of a type other than non-qualified, the Contract will be issued with the appropriate tax endorsement listed below.

The product is designed for customers who need additional retirement savings vehicles or who have separated from an employer and need to roll-over their retirement plan savings. It also serves investors who want to protect beneficiaries against possible loss of contract value at the time of the annuitant's death via guaranteed minimum death benefits.

No part of this filing contains any unusual or possible controversial items from normal company or industry standards.

The contract has a Flesch readability score of 51.9.

Description of the Contract Specifications Page

Contract Specifications Page - VAB-0135AO is for use with the filed Contract and is included in this filing for the Department's approval.

Description of the Applications

SERFF Tracking Number: NWFA-126271171 State: Arkansas
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Application - VAA-0120AO, is for use with the filed Contract and is included in this filing for the Department's approval.

Target Market

Consumers who need additional retirement savings vehicles and who are interested in market participation while preserving an option for immediate lifetime income. It also serves investors who want to protect beneficiaries against possible loss of contract value at the time of the annuitant's death via guaranteed minimum death benefits.

Items Bracketed as Variable

Contract

Nationwide officers' signatures on the face page of the contract and the telephone number are bracketed as well as the annuity tables 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.

Charges for certain options have been bracketed to reflect the then current price for the option elected. The range bracketed shows the minimum and maximum charges allowable under the current rider. Should the charges fall outside of this range, Nationwide would be required to submit updated Contract Specifications Pages and Rider for approval.

Application

- 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 marketing name and product identifier number in the bottom right-hand corner are bracketed as other proprietary relationships may decide to market this product.
- The contract type is bracketed. The text in this field will vary depending on the contract type elected at the time of application.
- Dollar Cost Averaging durations are bracketed as they may change over time.
- The underlying mutual fund options are bracketed in sections 3a and 4b to allow fund name changes or to add/delete

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funds from this product.

Please note: The marks located in the upper left and lower right-hand corners on each page of the applications are formatting marks and do not represent variability.

Other Information

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

VAZ-0149AO Individual Retirement Annuity Endorsement
APO-6293 Roth Individual Retirement Annuity Endorsement
APO-6296 Charitable Remainder Trust Annuity Endorsement
APO-6295 Qualified Plan Endorsement
APO-6300 SIMPLE Individual Retirement Annuity Endorsement
APO-6284 Beneficiary Protector II Option
VAA-0119AO Electronic New Business Application
VAR-0145AO Combination Enhanced Death Benefit II Option
VAR-0146AO One-Year Enhanced Death Benefit Option
VAR-0147AO One-Month Enhanced Death Benefit Option
VAZ-0153AO Fixed Account Endorsement
VAR-0149AO L.Inc MX Rider
Life 3940-A Life and Disability Insurance Guaranty Association Act Notice
APO-6301-1 Important Information for Contract Owners

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

Grace Holland, Sr. Analyst, Corporate Compliance
hollang2@nationwide.com
PO Box 182455
1-33-102
800-691-0023 [Phone] 93245 [Ext]
614-249-2112 [FAX]

SERFF Tracking Number: NWFA-126271171 *State:* Arkansas
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TOI: A03I Individual Annuities - Deferred Variable *Sub-TOI:* A03I.002 Flexible Premium
Product Name: Nationwide Destination B
Project Name/Number: Nationwide Destination B/
 Columbus, OH 43272-8921

Filing Company Information

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

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No
 Fee Explanation: \$50.00 for each policy and associated forms.
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Nationwide Life Insurance Company	\$50.00	08/28/2009	30185763

SERFF Tracking Number: NWFA-126271171 State: Arkansas
 Filing Company: Nationwide Life Insurance Company State Tracking Number: 43417
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	09/09/2009	09/09/2009

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	09/08/2009	09/08/2009	Clara Pollard	09/08/2009	09/08/2009

SERFF Tracking Number: *NWFA-126271171* *State:* *Arkansas*
Filing Company: *Nationwide Life Insurance Company* *State Tracking Number:* *43417*
Company Tracking Number: *VAC-0117AOCV*
TOI: *A03I Individual Annuities - Deferred Variable* *Sub-TOI:* *A03I.002 Flexible Premium*
Product Name: *Nationwide Destination B*
Project Name/Number: *Nationwide Destination B/*

Disposition

Disposition Date: 09/09/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: NWFA-126271171 *State:* Arkansas
Filing Company: Nationwide Life Insurance Company *State Tracking Number:* 43417
Company Tracking Number: VAC-0117AOCV
TOI: A031 Individual Annuities - Deferred Variable *Sub-TOI:* A031.002 Flexible Premium
Product Name: Nationwide Destination B
Project Name/Number: Nationwide Destination B/

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		No
Supporting Document	Application		No
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Cert of Compliance and Notices		Yes
Form	Contract		Yes
Form	Contract Specifications Page		Yes
Form	Application		Yes

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Company Tracking Number: VAC-0117AOCV
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: Nationwide Destination B
Project Name/Number: Nationwide Destination B/

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 09/08/2009
Submitted Date 09/08/2009
Respond By Date 10/08/2009

Dear Grace Holland,

This will acknowledge receipt of the captioned filing.

Objection 1

No Objections

Comment: Ark. Code Ann. 23-79-138 requires that a Consumer Information Notice accompany every policy. Regulation 49 requires that a Life and Health guaranty notice be given to each policy owner. Regulation 19s10B requires that all new or revised filings submitted must contain a certification that the submission meets the provisions of this rule. You may satisfy these requirements by including copies of the notices with your filing or certify that you are in compliance.

Filings of variable contracts must be accompanied by a certification that Regulation 33, in particular Articles VI, VII, IX and XI, has been reviewed and that the company is in compliance. Provisions should be added to the policy as required by Regulation 33 Article IVs3(g) and (m) and by Ark. Code Ann. 23-81-118. Although Regulation 33 is specifically addressed to variable life, many of the same concerns affect variable annuities and the regulation should be satisfied in as for as it applies to annuities.

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

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Response Letter

Response Letter Status Submitted to State
Response Letter Date 09/08/2009
Submitted Date 09/08/2009

Dear Linda Bird,

Comments:

I am responding to your objection listed below.

Response 1

Comments: I have attached the following forms:

AR Cert of Compliance Reg 19, Consumer Information Notice, Guaranty Notice and AR Cert of Compliance Reg 33.

Related Objection 1

Comment:

Ark. Code Ann. 23-79-138 requires that a Consumer Information Notice accompany every policy. Regulation 49 requires that a Life and Health guaranty notice be given to each policy owner. Regulation 19s10B requires that all new or revised filings submitted must contain a certification that the submission meets the provisions of this rule. You may satisfy these requirements by including copies of the notices with your filing or certify that you are in compliance.

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Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: Cert of Compliance and Notices

Comment:

No Form Schedule items changed.

SERFF Tracking Number: *NWFA-126271171* *State:* *Arkansas*
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Project Name/Number: *Nationwide Destination B/*

No Rate/Rule Schedule items changed.

Nationwide is in hopes this response will satisfy your objections.

Sincerely,

Amy Burchette, Andrea Sgobbo, Angela D. Cox, Carrie Ruhlen, Cindy Malloy, Clara Pollard, Dan Gallion, Darcy Spangler, Drema Wallace, EDS EDSSupport, Gayla Pace, Georgia Sollars, Grace Holland, Jenny Christiansen, Julie Eaton, Kristin Nixon, Leonja Merritt, Leslie Hernandez, Natalie Walden, Sandra Davies, Todd Beshara

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Form Schedule

Lead Form Number: VAC-0117AOCV

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	VAC-0117AOCV	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Initial		51.900	VAC-0117AOCV.pdf
	VAB-0135AO	Data/Declaration Pages Specifications Page	Initial		0.000	VAB-0135AO.pdf
	VAA-0120AO	Application/ Enrollment Form	Initial		0.000	VAA-0120AO Bracketed John Doe.pdf



**NATIONWIDE LIFE INSURANCE COMPANY
 ONE NATIONWIDE PLAZA
 COLUMBUS, OHIO 43215
 [1-800-848-6331]**

NATIONWIDE LIFE INSURANCE COMPANY ("Nationwide") is a Stock Life insurance Company organized under the laws of the State of Ohio. Nationwide will provide the benefits described in the Contract, including making annuity payments to the Annuitant beginning on the Annuitization Date. The Contract is provided in return for the Purchase Payment(s) made by the Contract Owner.

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 CONTRACT VALUE IN FULL.

Please note: Nationwide reserves the right to allocate Purchase Payments received during the "Right to Examine and Cancel" period to a money market fund and will allocate the Contract Value to the underlying mutual fund options specified by the Contract Owner when the "Right to Examine and Cancel" period has expired.

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 by:

Secretary

President

Individual Flexible Purchase Payment Variable Deferred Annuity Contract, Non-Participating

For early withdrawal: Please consult a tax advisor about your individual circumstances.

ANNUITY PAYMENTS, DEATH BENEFITS, SURRENDER VALUES, AND OTHER VALUES PROVIDED BY THE CONTRACT ARE BASED ON THE INVESTMENT EXPERIENCE OF A SEPARATE ACCOUNT. THESE VALUES ARE VARIABLE AND MAY INCREASE OR DECREASE WITH THE FLUCTUATIONS OF THE NET INVESTMENT FACTOR AND ARE NOT GUARANTEED AS TO FIXED-DOLLAR AMOUNT, UNLESS OTHERWISE SPECIFIED.

NOTICE: Details of the variable provisions of this Contract are on pages 5, 8, 12, and 15.

TABLE OF CONTENTS

CONTRACT SPECIFICATIONS

PAGE.....Insert

DEFINITIONS..... 3

GENERAL PROVISIONS..... 4

- Entire Contract
- Non-Participating
- Incontestability
- Contract Settlement
- Evidence of Survival
- Alteration or Modification
- Assignment
- Protection of Proceeds
- Misstatement of Age or Sex
- Reports

CONTRACT EXPENSES..... 5

- Variable Account Charge
- Contingent Deferred Sales Charge (“CDSC”)
- Contract Maintenance Charge

PARTIES TO THE CONTRACT..... 6

- Nationwide
- Contract Owner
- Joint Owner
- Contingent Owner
- Annuitant
- Contingent Annuitant
- Beneficiaries and Contingent Beneficiaries

CONTRACT INVESTMENT

OPTIONS 8

- Variable Accounts

OPERATION OF THE CONTRACT 9

- Purchase Payments
- Additional Credits on Purchase Payments
- Transfers
- Surrenders
- Surrenders Required by the Internal Revenue Code
- Additional Tax Information

CONTRACT OWNER SERVICES 12

- Asset Rebalancing
- Dollar Cost Averaging Programs
- Systematic Surrenders

SUCCESSION OF RIGHTS AND

THE DEATH BENEFIT 13

- Death of Contract Owner
- Death of Contract Owner/Annuitant
- Death of Annuitant
- Death Benefit Payment
- Standard Death Benefit
- Spousal Protection

ANNUITIZATION 14

- Annuity Commencement Date
- Annuitization Process
- Calculation of Fixed Annuity Payments
- Calculation of Variable Annuity Payments
- Frequency and Amount of Payments
- Large Size Annuity Contracts

ANNUITY PAYMENT OPTIONS..... 17

- Selection of Annuity Payment Option
- Life Annuity
- Joint and Survivor Annuity
- Life Annuity with 120 or 240 Monthly Payments Guaranteed
- Any Other Option
- Confirmation of Annuity Payments

TABLES 18

DEFINITIONS

Accumulation Unit - An accounting unit of measure used to calculate the Variable Accounts value before the Annuitization Date.

Annuitant - The person upon whose continuation of life any annuity payments involving life contingencies depends.

Annuitization - The period during which annuity payments are received by the Annuitant.

Annuitization Date - The date annuity payments begin.

Annuity Commencement Date - The date annuity payments are scheduled to begin.

Annuity Unit - An accounting unit of measure used to calculate variable annuity payments.

Beneficiary - The person designated by the Contract Owner to receive certain benefits under the Contract if the Annuitant or Contract Owner dies before the Annuitization Date and there is no surviving Joint Owner.

Contingent Annuitant - The person designated by the Contract Owner to be the recipient of certain rights or benefits under the Contract if the Annuitant dies before the Annuitization Date.

Contingent Beneficiary - The person designated by the Contract Owner to receive the benefits accorded the Beneficiary if the Beneficiary is not living when the Annuitant dies.

Contingent Owner - The person designated by the Contract Owner to succeed to the rights of a Contract Owner if the Contract Owner dies before Annuitization and there is no Joint Owner.

Contract - The terms, conditions, benefits and rights of the annuity described in this document, as well as any documents describing elected options, endorsements or attached application form.

Contract Anniversary - Beginning with the Date of Issue, each recurring one-year anniversary of the Date of Issue during which the Contract remains in force.

Contract Owner(s) - The person possessing all rights under the Contract prior to the Annuitization Date, unless there is a Joint Owner.

Contract Value - The value of the Variable Accounts.

Date of Issue - The date the first Purchase Payment is applied to the Contract.

Death Benefit - The benefit payable when the Annuitant dies before the Annuitization Date, unless a Contingent Annuitant has been named.

Hospital - A state licensed facility which: is operated as a Hospital according to the law of the jurisdiction in which it is located; operates primarily for the care and treatment of sick or injured persons as inpatients; provides continuous 24 hours a day nursing service by or under the supervision of a registered graduate professional nurse (R.N.) or a licensed practical nurse (L.P.N.); is supervised by a staff of physicians; and has medical, diagnostic, and major surgical facilities or has access to such facilities on a prearranged basis.

Joint Owner - The person possessing an undivided interest in the entire Contract with the Contract Owner. If there is a Joint Owner, references to Contract Owner and Joint Owner will apply to both of them, or either of them, unless the context requires otherwise.

Long Term Care Facility - A state licensed skilled nursing facility or intermediate care facility that does not include: a place that primarily treats drug addicts or alcoholics; a home for the aged or mentally ill, a community living center, or a place that primarily provides domiciliary, residency, or retirement care; or a place owned or operated by a member of the Contract Owner's immediate family.

Nationwide - Nationwide Life Insurance Company.

Non-Qualified Contract - A Contract that does not qualify for favorable tax treatment under Internal Revenue Code Sections 408, 408A or 401(a).

Purchase Payment(s) - New money deposited into the Contract by the Contract Owner.

Sub-Accounts - Divisions of the Variable Accounts where Accumulation Units and Annuity Units are maintained separately. Each Sub-Account corresponds to a different underlying mutual fund.

Surrender - A withdrawal of part or all of the Contract Value from the Contract.

Surrender Value - The value of amounts Surrendered from the Contract. This is the Contract Value minus any applicable charges described in the Contract and any applicable premium taxes.

Terminal Illness - An illness diagnosed after the Date of Issue by a physician that is expected to result in death within 12 months of diagnosis. A physician diagnosing a terminal illness cannot be a party to the Contract nor a member of the immediate family of such interested parties.

Valuation Date - Each day the New York Stock Exchange and Nationwide's home office are open for business or any other day during which there is a sufficient degree of trading in the Sub-Accounts of the Variable Accounts that the current net asset value of its Accumulation Units might be materially affected. Values of the Variable Accounts are determined as of the close of the New York Stock Exchange which generally closes at 4:00 pm Eastern Time, but may close earlier on certain days and as conditions warrant.

Valuation Period - The period of time commencing at the close of a Valuation Date and ending at the close of business for the next succeeding Valuation Date.

Variable Accounts - Separate investment account of Nationwide into which Purchase Payments may be allocated.

GENERAL PROVISIONS

Entire Contract

The Contract is the entire agreement between Nationwide and the Contract Owner.

Non-Participating

The Contract is non-participating. It does 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.

Contract Settlement

Nationwide may require that the Contract be returned before making any annuity payments or processing a Surrender of the entire Surrender Value.

Evidence of Survival

If annuity payments depend on a person being alive, then Nationwide may require proof that person is still living before making annuity payments.

Alteration or Modification

Changes to the Contract must be made in writing and signed by Nationwide's President or Secretary. The Contract may be modified or superseded by applicable law. Other changes to the Contract will be made only with the mutual agreement of Nationwide and the Contract Owner. A copy of the amendment will be furnished to the Contract Owner if required.

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 and before the Annuitization Date. The assignment takes effect on the date it is recorded by Nationwide. An assignment will not be recorded until Nationwide has received sufficient direction 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.

Protection of Proceeds

Proceeds under the Contract are not assignable by any Beneficiary prior to the time they become payable. To the extent permitted by applicable law, proceeds are not subject to the claims of creditors or to legal process.

Misstatement of Age or Sex

If the age or sex of the Contract Owner, Joint Owner, Annuitant, Beneficiary or Contingent Beneficiary is misstated, all payments and benefits under the Contract will be adjusted. Payments and benefits will

be based on the correct age or sex. Proof of age of an Annuitant may be required at any time, in a form satisfactory to Nationwide. When the age or sex of an Annuitant has been misstated, 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 as a result of an age or sex misstatement will be paid in full with the next payment due under the Contract.

Reports

Before Annuitization, a report showing the Contract Value will be sent to the Contract Owner at his or her last known address at least once a year.

CONTRACT EXPENSES

Variable Accounts Charge

The base Variable Accounts charge is 1.30% on an annualized basis and compensates Nationwide for administrative and distribution expenses, as well as expenses associated with issuing, maintaining, and assuming certain risks in connection with the Contract. The election of any available options may increase this charge. Nationwide deducts this charge from the Variable Accounts each business day based on the value of the Variable Accounts.

Contingent Deferred Sales Charge ("CDSC")

A CDSC may be assessed by Nationwide for any Surrender from the Contract. The CDSC covers expenses related to the sale of the Contract. The CDSC applies only to Purchase Payments that are Surrendered.

The CDSC is calculated by multiplying the CDSC percentages in the following table by the Purchase Payments Surrendered. In calculating the CDSC, all Surrenders are treated as coming from the oldest Purchase Payment first and then from the next oldest Purchase Payment and so forth. Earnings on Surrendered Purchase Payments are not considered until all Purchase Payments are Surrendered. Amounts Surrendered as described in the "CDSC Free Partial Surrenders" paragraphs following the table are not considered a Surrender of Purchase Payments.

For federal income tax purposes, full or partial Surrenders are treated as a withdrawal of earnings first.

Number of Completed Years Measured from the Date of the Purchase Payment	CDSC Percentage
0	7%
1	7%
2	6%
3	5%
4	4%
5	3%
6	2%
7	0%

The CDSC Percentage noted in the preceding table changes to the next year's CDSC Percentage on the day before the completed Purchase Payment year.

Nationwide will waive or reduce CDSC for the following Surrenders:

- (1) CDSC Free Partial Surrenders - Each year (beginning with the Date of Issue), the Contract Owner may Surrender without CDSC an amount equal to the greatest of: (a) 10% of the net difference of Purchase Payments still subject to CDSC less Purchase Payments that have been Surrendered and were subject to CDSC; (b) the amount required to meet minimum distribution requirements under the Internal Revenue Code; or (c) the amounts in the following table that are a part of an age-based systematic Surrender program elected by the Contract Owner.

Age of Contract Owner*	Contract Value Percentage
Under Age 59 1/2	5%
Age 59 1/2 through Age 61	7%
Age 62 through Age 64	8%
Age 65 through 74	10%
Age 75 and Over	13%

*The age of the Contract Owner will be determined as of the date the request for systematic Surrender is received and recorded by Nationwide at its home office in Columbus, Ohio. In the case of Joint Ownership, the "Age of Contract Owner" will be based on the older Joint Owner.

If the total amounts Surrendered in any year exceed the "CDSC Free Partial Surrenders" amount calculated under item (c), then such total Surrendered amounts will be eligible only for "CDSC Free Partial Surrenders" amounts

identified under items (a) and (b) and the total amount of CDSC charged during that year will be determined on such basis.

This CDSC Free Partial Surrender privilege described in the preceding paragraphs is non-cumulative. This means any part of the CDSC Free Partial Surrender amount not taken by the Contract Owner in a given year cannot be added to the available CDSC Free Partial Surrender amount in any later years. The CDSC Free Partial Surrender only applies to partial Surrenders. If the entire Contract is fully Surrendered, then CDSC will apply to all Purchase Payments Surrendered.

For purposes of the CDSC Free Partial Surrender privilege, a full Surrender is also considered: (a) a Surrender of the entire Surrender Value in any one year period (as measured from a Contract Anniversary date or the Date of Issue) or (b) any Surrender of 90% or more of the Contract Value.

- (2) Death Benefit Payment - CDSC is not charged on payment of the Death Benefit if the Annuitant dies before the Annuitization Date. However, if the Contract is continued and Purchase Payments are made after the death of Annuitant, a CDSC will apply to those Purchase Payments.
- (3) Annuity Payments - CDSC is not charged on amounts applied to an annuity payment option.
- (4) Certain Contract Exchanges - Nationwide may decide not to charge CDSC if the Contract is Surrendered in exchange for another contract issued by Nationwide or one of its affiliated insurance companies. Please note that a CDSC or other type of surrender charge may apply to the contract received in exchange for the Contract. If another contract issued by Nationwide or one of its affiliates is exchanged for the Contract, Nationwide may reduce the CDSC on the Contract.
- (5) Long-Term Care - Nationwide will not charge CDSC if the Contract Owner (or Annuitant if the Contract Owner is not a natural person) is confined to Long Term Care Facility or Hospital for a continuous period of 90 days or more at any time after the third Contract Anniversary. If there is a Joint Owner, the CDSC will not be charged if either Joint Owner meets the preceding requirements. A request to waive

CDSC under this provision must be received while confined to the Long Term Care Facility or within 90 days after confinement ends.

- (6) Terminal Illness - CDSC will not be charged if the Contract Owner (or a Joint Owner) is diagnosed by a physician (who is not a party to the Contract nor an immediate family member of a party to the Contract) as having a Terminal Illness at any time after the Date of Issue.
- (7) Certain Group Offerings - Nationwide may reduce CDSC if the Contract is sold to a trustee, employer or similar entity under a retirement plan or in similar arrangements resulting in expense savings.

Contract Maintenance Charge

Nationwide deducts a \$30 contract maintenance charge on each Contract Anniversary and at the time of a full Surrender of the Contract. This charge compensates Nationwide for administrative expenses related to issuing and maintaining the Contract. If the Contract Value is greater than or equal to \$50,000 on a Contract Anniversary, then this charge is waived for that year and all subsequent years. If the Contract is fully Surrendered and the Contract Value at the time of Surrender is greater than or equal to \$50,000 the charge is also waived.

PARTIES TO THE CONTRACT

Nationwide and the Contract Owner (including any Joint Owner) are the primary parties to the Contract. Additional parties listed in the Contract may be entitled to certain rights, but only under specific conditions, as described in the Contract.

The Contract Owner may change a party named in the Contract, except a Joint Owner, if the change request is in writing. Changes are effective as of the date the change request is signed. Nationwide, however, is not responsible for payment or other actions taken before the change request is received. Changes to the Annuitant require Nationwide's written consent and may only be done prior to the Annuitization Date. Nationwide is not responsible for the tax implications of any changes to the named parties. Nationwide may reject changes to the parties named in the Contract if the risk originally assumed by Nationwide in issuing the Contract is materially altered, multiple annuity contracts issued by Nationwide are being utilized to cover a single risk, or if the result of the change is to transfer rights or benefits to an institutional investor.

A change of Contract Owner may require a signature guarantee and must be signed by the Contract Owner and the person designated as the new Contract Owner.

Changes to the Annuitant or Contingent Annuitant are subject to underwriting and approval by Nationwide. If any Contract Owner is not a natural person, the change of the Annuitant will be treated as the death of the Contract Owner.

Nationwide

Nationwide is a stock life insurance company organized under Ohio law. In exchange for the Purchase Payment(s) made under this Contract, Nationwide issues the Contract to the Contract Owner, assumes certain risks and promises to make certain payments.

In issuing this Contract, Nationwide intends to offer only annuity and related benefits (including death benefits) to single individuals and their beneficiaries. These benefits result in Nationwide assuming certain risks. This Contract is not intended for use by institutional investors, people trying to cover risks involving multiple lives with a single contract, or by someone trying to cover a single life with multiple Nationwide contracts.

If Nationwide discovers that the risk it intended to assume in issuing this Contract has been altered by any of the following, then Nationwide will take any action it feels is necessary to mitigate or eliminate the altered risk including, but not limited to, rescinding the Contract and returning the Surrender Value:

- (1) Information provided by the Contract Owner(s) is materially false, misleading, incomplete or otherwise deficient.
- (2) The Contract is being used with other contracts issued by Nationwide to cover a single life or risk.
- (3) The Contract is being used to cover multiple lives or risks.
- (4) The Contract is being used by an institutional investor.

Nationwide's failure to detect, mitigate or eliminate altered risk does not act as a waiver of its rights and does not bar Nationwide from asserting its rights at a future date.

Contract Owner

The Contract Owner has all rights under the Contract before the Annuitization Date, 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 Annuitant becomes the Contract Owner on the Annuitization Date.

Joint Owner

Joint Owners must be spouses at the time joint ownership is requested. Joint Owners have an undivided interest in the Contract and any exercise of ownership rights in the Contract must be in writing and signed by both Joint Owners.

Contingent Owner

The Contingent Owner may receive benefits under the Contract, but only if the Contract Owner is not named as the Annuitant, dies prior to the Annuitization Date, and there is no surviving Joint Owner. If more than one Contingent Owner survives the Contract Owner, each will share equally unless otherwise specified in the Contingent Owner designation.

If a Contract Owner is named as the Annuitant and dies before the Annuitization Date, then the Contingent Owner does not have any rights in the Contract. If a surviving Contingent Owner is also named as the Beneficiary, then the surviving Contingent Owner will have all the rights of a Beneficiary.

Annuitant

The Annuitant is the person who will receive annuity payments upon Annuitization. The Annuitant must be age 85 or younger at the time of Contract issuance unless Nationwide approves a request for the Annuitant to be older. The Annuitant may not be changed prior to the Annuitization Date without Nationwide's written consent.

Contingent Annuitant

If the Annuitant dies before the Annuitization Date, the Contingent Annuitant becomes the Annuitant. The Contingent Annuitant must be age 85 or younger at the time of Contract issuance unless Nationwide approves a request for the Contingent Annuitant to be older. All provisions of the Contract that are based on the death of the Annuitant prior to the

Annuitization Date will be based on the death of the last survivor of the Annuitant and Contingent Annuitant.

Beneficiaries and Contingent Beneficiaries

The Beneficiary may be entitled to certain rights under the Contract. Whether these rights actually vest depends on several conditions. The Contingent Beneficiary has no rights unless the Contingent Beneficiary survives all Beneficiaries and such Beneficiaries (had they survived) would be entitled to receive payments under the Contract. The right to receive payments under the Contract, including the Death Benefit, is described in detail in the "Succession of Rights and the Death Benefit" section of the Contract.

Unless otherwise directed by the Contract Owner, the following will apply:

- (1) after the death of the Contract Owner (assuming all rights vest with the Beneficiary as described in the preceding paragraphs), the Beneficiary may name a successor beneficiary. A successor beneficiary will have the right to receive any Contract proceeds remaining after the Beneficiary dies;
- (2) if there is more than one Beneficiary, each will share equally in any right to receive payment;
- (3) if there is more than one Contingent Beneficiary, each will share equally in any right to receive payment.

CONTRACT INVESTMENT OPTIONS

Variable Accounts

Nationwide may make available one or more Variable Accounts in which Contract Owners may elect to invest.

Variable Accounts are segregated investment accounts of Nationwide. All assets of the Variable Accounts remain the property of Nationwide, but are not charged with the liabilities from any other of its businesses. Income, gains and losses of the Variable Accounts reflect their own investment experience and not the investment experience of Nationwide. Although the assets in the Variable Accounts are the property of Nationwide, it is obligated to make payments to the parties of the Contract.

Each Variable Accounts may offer various underlying investment options, each being a Sub-Account of the Variable Accounts. The Contract Owner may allocate Purchase Payments to any of the available Sub-Accounts of each Variable Accounts. Purchase Payments allocated to Sub-Accounts may be subject to terms or conditions established by the corresponding underlying investment option.

The underlying investment options available in the Variable Accounts are not publicly traded investment options or mutual funds.

The value of amounts allocated to each Sub-Account is determined by multiplying the number of Accumulation Units in the Sub-Account by the Accumulation Unit value. Charges assessed by the underlying investment options, as well as the Variable Account charge, are deducted each day when calculating the Accumulation Unit value. When a Sub-Account is established, the Accumulation Unit value is initially set at \$10 per unit. The Accumulation Unit value of the Sub-Account fluctuates based on the investment performance of the corresponding underlying investment option. Investment experience is not tied to the number of Accumulation Units, but the value of the Accumulation Units. Accumulation Units of a Sub-Account are added by Purchase Payment or transfer allocations. Accumulation Units of a Sub-Account are subtracted by any Surrenders, transfers to other Sub-Accounts or charges described in the "Contract Expense" section (except the Variable Account charge).

The investment performance of a Sub-Account is determined by the net investment factor. The net investment factor is determined by dividing (a) by (b) and subtracting (c) from the result where:

- (a) is the net asset value for the current Valuation Period of the underlying investment option corresponding to the Sub-Account (plus any dividend or income distributions made by such underlying investment option);
- (b) is the net asset value of the underlying investment option determined as of the preceding Valuation Period; and
- (c) is a factor representing the daily Variable Account charge (determined by taking the annualized Variable Account charge and dividing it by the number of days in the current calendar year).

If the net investment factor is multiplied by the preceding Valuation Period's Accumulation Unit value, the result will be the current Valuation Period's Accumulation Unit value. If the net investment factor is greater than 1, the Accumulation Unit value increases. If the net investment factor is less than 1, the Accumulation Unit value decreases.

If an underlying investment option is no longer available for investment by a Variable Accounts or if, in the judgment of Nationwide's management, further investment in such underlying investment option would be inappropriate in view of the purposes of the Contract, Nationwide may substitute another underlying investment option for an underlying investment option already purchased or to be purchased in the future by Purchase Payments under the Contract.

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

OPERATION OF THE CONTRACT

Purchase Payments

The Contract is issued in consideration of the Purchase Payment(s) made by the Contract Owner. Purchase Payments are accepted by Nationwide at its home office in Columbus, Ohio. The minimum initial Purchase Payment is required on the Date of Issue and must be at least \$10,000. The Contract Owner may satisfy the minimum initial Purchase Payment by making periodic Purchase Payments until the first Contract Anniversary. Nationwide does not require any additional Purchase Payments after the minimum initial Purchase Payment has been satisfied and the Contract will not lapse or otherwise be cancelled for failure to make additional Purchase Payments. Nationwide accepts additional Purchase Payments of \$1,000 or more. If additional Purchase Payments are made via automated clearinghouse, the minimum subsequent Purchase Payment amount is reduced to \$150.

Notwithstanding the preceding paragraph, total cumulative Purchase Payments under the Contract and any other annuity contract issued by Nationwide with the same Annuitant may not exceed \$1,000,000

(and will be returned to the Contract Owner), unless Nationwide agrees in writing to accept Purchase Payments exceeding \$1,000,000.

Additional Credits on Purchase Payments

The additional credits on Purchase Payments may not be available in conjunction with the election of certain options.

Nationwide will provide a credit if certain levels of Purchase Payments are achieved as outlined in the following:

- (1) When cumulative Purchase Payments (minus any Surrenders) under the Contract exceed \$500,000, Nationwide will credit to the Contract an amount equal to 0.50% of all such Purchase Payments. In the case of a subsequent Purchase Payment (minus any Surrenders) reaching the \$500,000 minimum, the 0.50% will be credited on all Purchase Payments attributed to the cumulative total Purchase Payment amount of \$500,000. Subsequent Purchase Payments between \$500,001 and \$999,999 will each receive a credit that is equal to 0.50%.
- (2) When cumulative Purchase Payments (minus any Surrenders) under the Contract exceed \$1,000,000, Nationwide will credit to the Contract an amount equal to 1.00% of all such Purchase Payments. In the case of a subsequent Purchase Payment (minus any Surrenders) reaching the \$1,000,000 minimum, a credit of 0.50% will be credited on cumulative Purchase Payments (minus any Surrenders) between \$0 and \$999,999 (in addition to the previous credit made under item no. (1) above) for a total credit of 1.00%.

Additional Purchase Payments (minus any Surrenders) in excess of the \$1,000,000 minimum will each receive a credit 1.00%.

If the Contract is returned pursuant to the "Right to Examine and Cancel" provision, any credits described herein that have been made to the Contract by Nationwide will be forfeited.

Additional credits on Purchase Payments are made only once upon reaching the specified thresholds. For example, if cumulative Purchase Payments (minus any Surrenders) exceed \$1,500,000 then the total additional credited amount is equal to \$15,000. Subsequent Surrenders followed by new Purchase Payments will not receive additional credits until the

original \$1,500,000 receiving additional credits on Purchase Payments is exceeded by these new Purchase Payments.

Transfers

Prior to the Annuitization Date, transfers among the investment options available under the Contract are permitted 20 times per calendar year. Nationwide accepts transfers in excess of 20, but only if they are sent via ordinary U.S. Mail. For purposes of determining the number of transfers, the following will apply:

- (1) a transfer is considered to be one or more allocations of Contract Value among available investment options on a single business day;
- (2) the transfer limit of 20 will be set (or re-set) every calendar year beginning January 1st;
- (3) transfers not exercised during a given calendar year cannot be "banked" or otherwise accumulated and used in subsequent calendar years (transfer limits are non-cumulative in nature);
- (4) asset rebalancing transactions, as described in the "Contract Owner Services" section of the Contract, are considered transfers;
- (5) dollar cost averaging transactions, as described in the "Contract Owner Services" section of the Contract, are not considered transfers.

There are certain transfer restrictions, prohibitions or fees that may be imposed by underlying mutual funds.

Nationwide may refuse, limit or otherwise restrict transfer requests, or take any other reasonable action it deems necessary to protect Contract Owners, Annuitants and/or Beneficiaries from short-term trading strategies or other harmful investment practices that negatively impact underlying mutual fund performance. Nationwide may restrict a Contract Owner engaged in such a practice or strategy or a third-party acting on behalf of a Contract Owner(s).

Nationwide's failure to take action in any one or more instances with respect to the preceding restrictions is not, nor is it to be construed or deemed as, a further or continuing waiver of its right to enforce them.

Surrenders

The Contract Owner may Surrender part or all of the Contract Value before the earlier of:

- (1) the death of the Annuitant and any Contingent Annuitant; or
- (2) the Annuitization Date.

Nationwide requires that Surrender requests be made in writing and may require the return of the Contract if the entire Contract Value is being Surrendered. To insure Surrenders are being requested properly, Nationwide may require the signature(s) on a Surrender request be guaranteed by a member firm of a major stock exchange or other depository institution qualified to do so.

Unless the Contract Owner provides specific direction to Nationwide as to how amounts from the Contract are to be Surrendered, Nationwide will process requests for Surrender in the following manner:

- (1) Proportional Surrender - Surrenders will be taken proportionally from each Variable Accounts option in which the Contract Owner is invested based on its value.
- (2) Surrender Amount Received - The amount received by the Contract Owner will be equal to the amount of the Surrender requested by the Contract Owner minus any charges described in the "Contract Expenses" section or adjustments and any applicable premium taxes.

The Surrender Value will be paid to the Contract Owner within seven days of the date Nationwide receives, at its home office in Columbus, Ohio, the properly executed Surrender request from the Contract Owner.

The Surrender Value is equal to:

- (1) the Contract Value; minus
- (2) any charges described in the "Contract Expenses" section; minus
- (3) any state premium taxes.

Any applicable federal income taxes are not included in calculating the Surrender Value.

Nationwide has the right to suspend or delay the date of any Surrender from the Variable Accounts for any period when;

- a) the New York Stock Exchange is closed,
- b) when trading on the New York Stock Exchange is restricted,
- c) when an emergency exists and as a result the disposal of securities in the Variable Accounts is not reasonably practicable or it is not reasonably practicable to fairly determine the value of the net assets in the Variable Accounts, or
- d) during any other period when the Securities and Exchange Commission by order permits a suspension of Surrender for the protection of security holders.

Rules and regulations of the Securities and Exchange Commission may govern as to whether certain conditions set forth in the preceding paragraphs exist.

Surrenders Required by the Internal Revenue Code

Certain Surrenders may be required by the Internal Revenue Code. For purposes of this section, a Surrender may also be termed a "distribution" or a "required distribution." In no case may a Surrender be delayed beyond the time specified by Internal Revenue Code Section 72(s).

If any Contract Owner or Joint Owner dies (including an Annuitant who becomes the Contract Owner of the Contract on the Annuitization Date), certain distributions are required by Section 72(s) of the Internal Revenue Code. The following distributions will be made in accordance with these requirements (regardless of any other provisions in the Contract):

- (1) If any Contract Owner dies on or after the Annuitization 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 Contract Owner's death.
- (2) If any Contract Owner dies before the Annuitization Date, then the entire interest in the Contract (consisting of either the Death Benefit or the Contract Value reduced by certain charges as set forth elsewhere in the Contract) shall be distributed within 5 years of the death of the deceased Contract 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 Contract Owner, Contingent Owner, Joint Owner, Annuitant, Contingent 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 Contract 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 income tax regulations.
- (b) If the designated beneficiary is the surviving spouse of the deceased Contract Owner, such spouse may elect, in lieu of the Death Benefit, to become the Contract Owner of this Contract, and the distributions required under the Required Distribution Provisions will be made upon the death of such spouse.

In the event that the Contract Owner 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 Contract Owner, (ii) any change of the Annuitant shall be treated as the death of any Contract 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 Section 72(s)(6)(B) of the Code.

These distribution provisions shall not be applicable to any Contract that is not required to be subject to the provisions of Section 72(s) of the Code by reason of Section 72(s)(5) or any other law or rule. Such Contracts include, but are not limited to, any Contract (i) which is provided under a plan described in Section 401(a) of the Code which includes a trust exempt from tax under Section 501 of the Code; (ii) which is provided under a plan described in Section 403(a) of the Code; (iii) which is described in Section 403(b) of the Code; (iv) which is an individual retirement annuity or provided under an individual retirement account or annuity as described in Section 408 of the Code; or (v) which is qualified funding

asset (as defined in Section 130(d) of the Code, but without regard to whether there is a qualified assignment).

Additional Tax Information

The Contract is subject to requirements found in the Internal Revenue Code. It is intended that the Contract be treated as an "annuity contract" for federal income tax purposes. Nationwide will interpret and administer all sections of the Contract in accordance with Internal Revenue Code Section 72(s). Nationwide reserves the right to amend this Contract to comply with requirements set out in the Internal Revenue Code and regulations and rulings thereunder, as they may exist from time to time.

Surrenders are calculated by use of the expected return multiples specified in Tables V and VI of Section 1.72-9 of the Treasury Regulations and calculated in accordance with the calculation methods made available by Nationwide, prescribed by the regulations and elected by the Contract Owner.

If the Contract is issued other than as a Non-Qualified Contract, the Contract Owner will receive an endorsement describing the Contract requirements for the type of Contract issued.

Nationwide will deduct against the Contract Value the amount of any premium taxes levied by a state or any other government entity on Purchase Payments. 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 from a Contract Value at one of the following times:

- (1) when the Contract is Surrendered;
- (2) on the Annuitization Date; or
- (3) when Nationwide is subject to the premium tax.

CONTRACT OWNER SERVICES

Listed in this section are descriptions of certain services Nationwide may make available under the Contract. The services described in this section are not available on or after the Annuitization Date.

Asset Rebalancing

Please note that terms and conditions imposed by underlying mutual funds may restrict the ability to do asset rebalancing with certain Sub-Accounts.

Nationwide permits the Contract Owner to elect, on a form provided by Nationwide, to periodically have the part of the Contract Value held in the Sub-Accounts of the Variable Accounts re-allocated on a predetermined percentage basis.

The Contract Owner may elect to have asset rebalancing done on a quarterly, semi-annual or annual basis. If the last day of any of these periods falls on a date other than a Valuation Date, Nationwide will process the asset rebalancing on the next available Valuation Date.

Nationwide may, on a prospective basis, discontinue new asset rebalancing programs. Nationwide may also assess a processing fee for this service.

Dollar Cost Averaging Programs

The Contract Owner may elect, on a form provided by Nationwide, to transfer on a monthly, quarterly, semi-annual or annual basis specified amounts from certain Sub-Accounts of the Variable Accounts.

Dollar cost averaging transfers will continue out of the applicable Sub-Account until exhausted or the Contract Owner instructs Nationwide in writing to discontinue the program.

Systematic Surrenders

The Contract Owner may elect, on a form provided by Nationwide, to take systematic Surrenders of \$100 or more on a monthly, quarterly, semi-annual or annual basis. Nationwide will process the Surrenders on pro-rata basis from each Sub-Account of the Variable Accounts. Systematic Surrenders may be subject to the charges described in the "Contract Expenses" section, as well as any applicable state premium taxes. Unless otherwise directed by the Contract Owner, Nationwide will withhold federal income taxes from each systematic Surrender.

The Contract Owner may request an age-based systematic Surrender program (in accordance with the table that follows). This type of systematic Surrender program terminates each year on the day before the Contract Anniversary and may be reinstated only on or after the next Contract Anniversary pursuant to a new request.

Age of Contract Owner*	Contract Value Percentage
Under Age 59 1/2	5%
Age 59 1/2 through Age 61	7%
Age 62 through Age 64	8%
Age 65 through 74	10%
Age 75 and Over	13%

*The age of the Contract Owner will be determined as of the date the request for systematic Surrender is received and recorded by Nationwide at its home office in Columbus, Ohio. In the case of Joint Ownership, the "Age of Contract Owner" will be based on the older Joint Owner.

Unless the Contract Owner has made an irrevocable election of Surrenders of substantially equal periodic payments, the systematic Surrenders may be discontinued at any time by written notification to Nationwide. Nationwide may discontinue prospective systematic Surrender programs.

SUCCESSION OF RIGHTS AND THE DEATH BENEFIT

Whether a party to the Contract has certain rights (including the right to receive the Death Benefit) depends on whether certain parties (such as a Contingent Annuitant or Joint Owner) have been named and whether the Contract Owner and the Annuitant is the same person.

Death of the Contract Owner

If the Contract Owner (or any Joint Owner) and the Annuitant are not the same person and such Contract Owner dies before the Annuitization Date, the "Death Benefit" section does not apply and contractual rights succeed in the following order:

- (1) If there is a surviving Joint Owner, they become the new Contract Owner.
- (2) If there is no surviving Joint Owner, the Contingent Owner becomes the new Contract Owner.
- (3) If there is no surviving Joint Owner or Contingent Owner, the Beneficiary(ies) becomes the new Contract Owner.
- (4) If there is no surviving Beneficiary(ies), then the last surviving Contract Owner's estate becomes the new Contract Owner.

Death of Contract Owner/Annuitant

If the Contract Owner (or any Joint Owner) and the Annuitant are the same person, and that person dies before the Annuitization Date, the Death Benefit becomes payable. Rights to the Death Benefit are determined in the following order:

- (1) If there is a surviving Joint Owner, the surviving Joint Owner is entitled to the Death Benefit.
- (2) If there is no surviving Joint Owner, the Beneficiary(ies) are entitled to the Death Benefit.
- (3) If there is no surviving Joint Owner or Beneficiary(ies), then the Contingent Beneficiary(ies) are entitled to the Death Benefit.
- (4) If there is no surviving Contingent Beneficiary(ies), then the last surviving Contract Owner's estate is entitled to the Death Benefit.

Death of Annuitant

If there is no Contingent Annuitant, the Contract Owner and the Annuitant are not the same person, and the Annuitant dies before the Annuitization Date, then rights to the Death Benefit are determined in the following order:

- (1) the Beneficiary(ies), if they survive the Annuitant;
- (2) the Contingent Beneficiary(ies), if they survive the Annuitant;
- (3) the last surviving Contract Owner's estate.

Death Benefit Payment

The Death Benefit is only payable if the Annuitant dies before the Annuitization Date. The value of each component comprising the calculation of the amount of the Death Benefit is determined as of the date of the Annuitant's death, except for the Contract Value component which is valued as of the date Nationwide receives the information necessary to pay a Death Benefit claim as described below.

Prior to paying the Death Benefit, Nationwide must receive in writing at its home office in Columbus, Ohio the following three items: (1) proper proof of the Annuitant's death; (2) an election specifying the method of Surrender; and (3) state required forms, if any.

Nationwide will accept any one of the following as proper proof of the Annuitant's 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.

The Beneficiary must elect a method of Surrender that complies with any applicable Internal Revenue Code requirements. The Beneficiary may elect to receive the Death Benefit in the form of:

- (1) a lump sum distribution;
- (2) an annuity payment; or
- (3) any distribution that is permitted by state and federal regulations and is acceptable to Nationwide.

The Death Benefit payment will be made or will commence within 30 days after receipt of proof of death and notification of the election on how to receive the Death Benefit.

Standard Death Benefit

If the Annuitant dies before the Annuitization Date, the Death Benefit will be the greater of:

- (1) the Contract Value; or
- (2) the total of all Purchase Payments, less an adjustment for amounts Surrendered.

The adjustment for amounts Surrendered will reduce item (2) above in the same proportion that the Contract Value was reduced on the date of the partial Surrender.

Spousal Protection

The spousal protection benefit permits a surviving spouse to continue the Contract while receiving the Death Benefit upon the death of the other spouse. In order to take advantage of this benefit the following will apply.

- (1) One or both of the spouses (or a revocable trust of which either or both of the spouses is/are grantor(s)) must be named as the Contract Owner.
- (2) The spouses must be Co-Annuitants. Both Co-Annuitants must be 85 or younger on the Date of Issue.
- (3) The spouses must be the Beneficiaries, except that a valid trust or custodial arrangement may be established if it is for the exclusive benefit of each spouse.
- (4) No other person may be named as Contract Owner, Annuitant or as primary Beneficiary, except that a Contract Owner or primary Beneficiary may be a valid trust or custodial arrangement established for the exclusive benefit of each spouse.
- (5) If both spouses are alive upon Annuitization, the Contract Owner must specify which spouse is the Annuitant upon whose continuation of life any annuity payments involving life contingencies depend.
- (6) Death of a Co-Annuitant - Prior to Annuitization, upon the death of the Co-Annuitant, the surviving spouse may continue the Contract as its sole Contract Owner. If the chosen Death Benefit is higher than the Contract Value at the time of death, the Contract Value will be adjusted to equal the chosen Death Benefit amount. The surviving spouse may then name a new Beneficiary but may not name another Co-Annuitant.
- (7) If a Co-Annuitant is added at any time after the Date of Issue, a copy of the certificate of marriage must be provided and the date of marriage must be after the Date of Issue. In addition, the Co-Annuitant that is added must be age 85 or younger.

The Death Benefit is paid on the death of each Co-Annuitant. In no event will Nationwide pay the Death Benefit more than twice.

ANNUITIZATION

The other sections within the Contract primarily deal with provisions involving the accumulation of amounts in the various contract investment options, certain contractual benefits and rights that occur prior to receiving any annuity payments.

This "Annuitization" section primarily describes the right to receive certain payments upon Annuitization, including guarantees with respect to certain life contingent payment options.

Annuity Commencement Date

The Annuity Commencement Date is selected by the Contract Owner and is generally the first day of a calendar month. The date must be at least two years after the Date of Issue. If an Annuity Commencement Date is not selected, it will be the date the Annuitant reaches age 90.

The Contract Owner may change the Annuity Commencement Date if the following requirements are met:

- (1) the requested change is before the Annuitization Date;
- (2) the change is made in writing and approved by Nationwide;
- (3) the new Annuity Commencement Date is not later than the first day of the first calendar month after the Annuitant's 90th birthday unless Nationwide agrees to a later date in writing.

A change will become effective as of the date requested, but will not apply to any action taken by Nationwide before it is recorded at Nationwide's home office in Columbus, Ohio.

Annuitization Process

Annuitization is irrevocable once payments have begun. The Contract Owner must provide Nationwide the following items in writing to annuitize the Contract:

- (1) election of an Annuity Payment Option; and
- (2) election to receive a fixed payment annuity, variable payment annuity, or any other combination that may be available on the Annuitization Date.

Calculation of Fixed Annuity Payments

The first payment of a fixed payment annuity is determined by applying the portion of the total Contract Value specified by the Contract Owner, less applicable premium tax, to the fixed annuity table in effect on the Annuitization Date for the Annuity Payment Option elected.

The purchase rates for any options guaranteed to be available will be determined on a basis not less favorable than 1.5% minimum interest and the applicable Annuity 2000 Mortality Table with Projection Scale G, assuming Annuitization in the year 2000, and the following age adjustments.

Annuitization Date	Adjusted Age*
2009 - 2015	Age last birthday minus 5 years
2016 - 2022	Age last birthday minus 6 years
2023 - 2029	Age last birthday minus 7 years
2030 - 2036	Age last birthday minus 8 years
2037 - 2043	Age last birthday minus 9 years
After 2043	Age last birthday minus 10 years

*Adjusted age is equal to the Annuitant's actual age in years on the Annuitant's last birthday minus the number of years specified in the table for each range of Annuitization Dates.

The determination of the applicable Annuity 2000 Mortality Table and Projection Scale G will be based upon the type of Contract issued.

Calculation of Variable Annuity Payments

Please note that each variable annuity payment will fluctuate and may increase or decrease based on investment experience of the Sub-Accounts.

A variable payment annuity is a series of payments that are not predetermined or guaranteed as to dollar amount and that vary in amount with the investment experience of the Sub-Accounts selected by the Contract Owner.

The first payment of a variable payment annuity is determined by applying the portion of the total Contract Value specified by the Contract Owner, less applicable premium taxes, to the variable annuity table in effect on the Annuitization Date for the Annuity Payment Option elected.

The purchase rates for any options guaranteed to be available will be determined on a basis not less favorable than a 3.5% assumed investment return and the applicable Annuity 2000 Mortality Table with Projection Scale G, assuming Annuitization in the year 2000, and the following age adjustments.

Annuity Date	Adjusted Age*
2009 - 2015	Age last birthday minus 5 years
2016 - 2022	Age last birthday minus 6 years
2023 - 2029	Age last birthday minus 7 years
2030 - 2036	Age last birthday minus 8 years
2037 - 2043	Age last birthday minus 9 years
After 2043	Age last birthday minus 10 years

*Adjusted age is equal to the Annuitant's actual age in years on the Annuitant's last birthday minus the number of years specified in the table for each range of Annuity Dates.

The determination of the applicable Annuity 2000 Mortality Table and Projection Scale G will be based upon the type of Contract issued.

Variable annuity payments after the first payment will vary in amount and may decrease after the first payment. The payment amount changes with the investment performance of the Sub-Accounts selected by the Contract Owner within the Variable Accounts.

An Annuity Unit is used to calculate the value of annuity payments. When the underlying mutual fund shares were first established, the value of an Accumulation Unit for each Sub-Account of the Variable Accounts was arbitrarily set at \$10. The value for any later Valuation Period is found as follows:

- (1) the Annuity Unit value for each Sub-Account for the immediately preceding Valuation Period is multiplied by the net investment factor for the Sub-Account for the Valuation Period for which the Annuity Unit value is being calculated;
- (2) the result is multiplied by an interest factor because the assumed investment rate of 3.5% per year is built into the purchase rate basis for variable payment annuities.

Using the Annuity Unit value, the dollar amount of variable annuity payments is determined by:

- (1) the dollar amount of the first annuity payment is divided by the Annuity Unit value as of the Annuity Date. This result establishes the fixed number of Annuity Units for each monthly

annuity payment after the first. The number of Annuity Units remains fixed during the annuity payment period;

- (2) the fixed number of Annuity Units is multiplied by the Annuity Unit value for the Valuation Date for which the payment is due. This result establishes the dollar amount of the payment.

Nationwide guarantees that the dollar amount of each payment after the first will not be affected by variations in Nationwide's expenses or mortality experience.

Frequency and Amount of Payments

All annuity payments will be mailed within 10 business days of the scheduled payment date. Payments will be made based on the Annuity Payment Option selected and frequency selected. However, if the net amount to be applied to any Annuity Payment Option at the Annuity Date is less than \$2,000, Nationwide has the right to pay this amount in one lump sum instead of periodic annuity payments.

If any annuity payment would be or becomes less than \$100, Nationwide may change the frequency of payments to an interval that results in payments of at least \$100. In no event will Nationwide make payments under an annuity option less frequently than annually.

Large Size Annuity Contracts

Notwithstanding any other provision in the Contract, the following will apply to all Contracts issued where cumulative Purchase Payments received exceed \$2,000,000:

- (1) Nationwide may limit the amount of the Contract Value applied to an Annuity Payment Option to \$5,000,000 per annuitant. For amounts in excess of \$5,000,000, Nationwide will permit the naming of additional annuitants (only for the purpose of Annuity);
- (2) Nationwide may limit the available Annuity Payment Option to a fixed Life Annuity with guaranteed period of payments through age 95 or 20 years (whichever is greater).

ANNUITY PAYMENT OPTIONS

Selection of Annuity Payment Option

The Contract Owner may select an Annuity Payment Option prior to Annuitization. The following applies to the selection of an Annuity Payment Option:

- (1) If no Annuity Payment Option is selected, Nationwide will automatically set it as a life annuity with a guaranteed period of 240 months.
- (2) Annuity Payment Options available may be limited based on age of the Annuitant (and any designated second person upon whose continuation of life any lifetime payments may depend).
- (3) Annuity Payment Options may also be limited based on Surrenders required by the Internal Revenue Code.

The Annuity Payment Options found in the Contract are guaranteed to be available by Nationwide subject to the restrictions set forth in the preceding paragraphs and the "Large Size Annuity Contracts" subsection of the "Annuitization" section.

Life Annuity

The amount to be paid under this option will be paid during the lifetime of the Annuitant. Payments will cease with the last payment due prior to the death of the Annuitant.

Joint and Survivor Annuity

The amount to be paid under this option will be paid during the joint lifetimes of the Annuitant and a designated second person. Payments will continue as long as either is living.

Life Annuity With 120 or 240 Monthly Payments Guaranteed

The amount to be paid under this option will be paid during the lifetime of the Annuitant. A guaranteed period of 120 or 240 months may be selected. If the Annuitant dies prior to the end of this guaranteed period, the recipient chosen by the Contract Owner will receive the remaining guaranteed payments.

Any Other Option

The amount and period under any other option will be determined by Nationwide. Payment options not set forth in the Contract are available only if they are approved by both Nationwide and the Contract Owner. Nationwide may elect to make available an immediate annuity contract as a settlement option if requested by the Contract Owner.

Confirmation of Annuity Payments

Nationwide will issue within 30 days of the Annuitization Date a confirmation of the elected Annuity Payment Option and the amount of each payment (or first payment if a variable Annuity Payment Option has been elected).

**GUARANTEED ANNUITY TABLES
FIXED MONTHLY BENEFITS PER \$1000 APPLIED
JOINT AND SURVIVOR MONTHLY ANNUITY PAYMENTS**

<u>Adjusted Age of Male Annuitant*</u>	<u>Adjusted Age of Female Annuitant*</u>						
	50	55	60	65	70	80	90
50	2.54	2.66	2.77	2.85	2.92		
55	2.62	2.78	2.94	3.08	3.19		
60	2.68	2.89	3.11	3.32	3.50	3.75	
65		2.96	3.24	3.54	3.82	4.27	
70			3.34	3.72	4.13	4.88	
80				3.95	4.58	6.17	7.61
90						7.13	10.40

LIFE ANNUITY: MONTHLY ANNUITY PAYMENTS

ANNUITANT'S ADJUSTED AGE*	<u>Male Guarantee Period</u>			ANNUITANT'S ADJUSTED AGE*	<u>Female Guarantee Period</u>		
	NONE	120 MONTHS	240 MONTHS		NONE	120 MONTHS	240 MONTHS
50	3.03	3.01	2.95	50	2.79	2.78	2.75
51	3.10	3.08	3.01	51	2.85	2.84	2.81
52	3.17	3.14	3.07	52	2.91	2.90	2.86
53	3.24	3.22	3.13	53	2.97	2.96	2.91
54	3.32	3.29	3.19	54	3.04	3.02	2.97
55	3.40	3.37	3.25	55	3.11	3.09	3.03
56	3.49	3.45	3.32	56	3.18	3.16	3.09
57	3.58	3.54	3.39	57	3.26	3.24	3.16
58	3.68	3.63	3.46	58	3.34	3.32	3.23
59	3.78	3.73	3.53	59	3.43	3.40	3.30
60	3.89	3.83	3.60	60	3.52	3.49	3.37
61	4.01	3.94	3.68	61	3.62	3.58	3.44
62	4.14	4.05	3.75	62	3.72	3.68	3.52
63	4.27	4.17	3.83	63	3.84	3.79	3.60
64	4.41	4.30	3.90	64	3.96	3.90	3.68
65	4.57	4.43	3.98	65	4.08	4.02	3.76
66	4.73	4.57	4.05	66	4.22	4.14	3.84
67	4.91	4.71	4.12	67	4.37	4.27	3.93
68	5.09	4.86	4.19	68	4.52	4.41	4.01
69	5.29	5.02	4.26	69	4.69	4.56	4.09
70	5.50	5.18	4.33	70	4.87	4.71	4.17
71	5.73	5.35	4.39	71	5.07	4.88	4.24
72	5.97	5.53	4.44	72	5.28	5.05	4.32
73	6.23	5.71	4.50	73	5.52	5.23	4.39
74	6.51	5.89	4.55	74	5.76	5.42	4.45
75	6.81	6.08	4.59	75	6.03	5.62	4.51
76	7.13	6.27	4.63	76	6.33	5.83	4.56
77	7.47	6.46	4.66	77	6.64	6.04	4.61
78	7.83	6.65	4.70	78	6.99	6.25	4.65
79	8.23	6.84	4.72	79	7.36	6.47	4.69
80	8.65	7.03	4.74	80	7.77	6.69	4.72

LIFE ANNUITY: MONTHLY ANNUITY PAYMENTS
(Continued)

ANNUITANT'S ADJUSTED AGE*	<u>Male Guarantee Period</u>			ANNUITANT'S ADJUSTED AGE*	<u>Female Guarantee Period</u>		
	<u>NONE</u>	<u>120 MONTHS</u>	<u>240 MONTHS</u>		<u>NONE</u>	<u>120 MONTHS</u>	<u>240 MONTHS</u>
81	9.10	7.21	4.76	81	8.21	6.90	4.74
82	9.58	7.39	4.78	82	8.69	7.12	4.76
83	10.10	7.56	4.79	83	9.21	7.32	4.78
84	10.66	7.73	4.80	84	9.77	7.52	4.79
85	11.25	7.88	4.80	85	10.38	7.70	4.80
86	11.88	8.02	4.81	86	11.04	7.87	4.80
87	12.56	8.16	4.81	87	11.75	8.03	4.81
88	13.27	8.28	4.81	88	12.51	8.18	4.81
89	14.04	8.39	4.81	89	13.32	8.31	4.81
90	14.85	8.50	4.81	90	14.17	8.42	4.81

*Adjusted Age is defined in the "Calculation of Fixed Annuity Payments" section of the Contract.

Individual Flexible Purchase Payment Variable Deferred Annuity Contract, Non-Participating

Nationwide Life Insurance Company

P.O. Box [182021]
Columbus, OH [43218-2021]
[1-800-321-6064]

[Nationwide DestinationSM B]

Nationwide Destination is a service mark of Nationwide Mutual Insurance Company

Application for
**Individual Flexible Purchase Payment
Variable Deferred Annuity**

Minimum Initial Purchase Payment of \$10,000

Page 1 of 7

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. 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/Contingent Owner

Check **one** box only: Joint Owner (Limited to spouses, except in HI.)
 Contingent Owner (Available only with Non-Qualified Contracts.)

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:

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

First Name: MI: Last Name:

Relationship to Contract Owner:

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

Address: Same address as owner Street:

City: State: ZIP:

1d. Spousal Protection/Co-Annuitant *(No added charge. Not available with CRTs.)*

With Spousal Protection, both spouses will automatically be Primary Beneficiaries.

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. Contingent 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:



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



If you elected Spousal Protection/Co-Annuitant (section 1d), provide contingent beneficiaries only.

Check one: First Name: John MI: Q Last Name: Doe
[] Primary Relationship to Annuitant: Self Allocation (whole % only): 100 %
[] Contingent Social Security Number: 123 - 45 - 6789 Date of Birth: 01/01/1956

Check one: First Name: Jane MI: M Last Name: Doe
[X] Primary Relationship to Annuitant: Wife Allocation (whole % only): 100 %
[] Contingent Social Security Number: 987 - 65 - 4321 Date of Birth: 12/01/1961

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

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

2. Contract Information

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

[X] Non-Qualified [] SEP IRA*
[] IRA - Tax Year: [] [] 401(k)*
[] Roth IRA - Tax Year: [] [] 401(a)* (Investment Only)
[] SIMPLE IRA*
[] CRT* (Charitable Remainder Trust)

* Additional forms required.

2b. Transfer Authorization for Registered Representative

[] By checking this box, you have authorized and directed Nationwide to accept instructions from the Registered Representative signing this application to execute exchanges among the investment options available under your Contract and/or to allocate any future Purchase Payments on your behalf.

If the box above is checked, your signature and the Registered Representatives signature at the end of this application represents agreement for yourselves, your heirs and the legal representatives of your estates and your successors in interest or assigns to release and hold harmless Nationwide from any and all liability in reliance on instructions given under the authority described above.

2c. Purchase Payment

Approximate Amount: \$ 10,000 (\$10,000 initial minimum.)

Payment Submitted Via: [X] Check [] Wire [] 1035(a) Exchange* [] Transfer/Rollover*

* Additional forms required. Please see the New Business Enrollment Packet.



**Complete this page if you want the L.Inc MX Option.
Please submit all pages of the application.**

3. Contract Options *Election of Options in this section increases the Variable Account charges on your contract. Consult your prospectus.*

3a. The Nationwide Lifetime Income Rider® MX (L.Inc MX)

Contract Owner, or Annuitant in the case of non-natural Contract Owner, must be between the age of 50 and 85.

Dollar Cost Averaging (DCA) Optional Features *(If no DCA Option is selected, we will default to no DCA.)*

- No DCA 6-Month DCA 12-Month DCA

Investment Options for L.Inc MX

Select one investment Option from the choices below.

Depending on the Risk Tolerance of your investment Option, a portion of your Purchase Payments may automatically be allocated to the Market Preservation Investment (MPI). Please refer to the product prospectus for additional information regarding the MPI.

Risk Tolerance	Investment Options (Select only one.)
Conservative	<input type="checkbox"/> NVIT Investor Dest. Conservative Fund <input type="checkbox"/> NVIT Cardinal Conservative Fund <input type="checkbox"/> Custom Portfolio Conservative Model <i>(Must complete the Custom Portfolio form.)</i>
Moderately Conservative	<input type="checkbox"/> NVIT Investor Dest. Moderately Conservative Fund <input type="checkbox"/> NVIT Cardinal Moderately Conservative Fund <input type="checkbox"/> Custom Portfolio Moderately Conservative Model <i>(Must complete the Custom Portfolio form.)</i>
Balanced	<input type="checkbox"/> NVIT Investor Dest. Balanced Fund <input checked="" type="checkbox"/> NVIT Cardinal Balanced Fund <input type="checkbox"/> Custom Portfolio Balanced Model <i>(Must complete the Custom Portfolio form.)</i> <input type="checkbox"/> American Funds Static Model
Moderate	<input type="checkbox"/> NVIT Investor Dest. Moderate Fund <input type="checkbox"/> NVIT Cardinal Moderate Fund <input type="checkbox"/> Custom Portfolio Moderate Model <i>(Must complete the Custom Portfolio form.)</i>
Capital Appreciation	<input type="checkbox"/> NVIT Investor Dest. Capital Appreciation Fund <input type="checkbox"/> NVIT Cardinal Capital Appreciation Fund <input type="checkbox"/> Custom Portfolio Capital Appreciation Model <i>(Must complete the Custom Portfolio form.)</i> <input type="checkbox"/> American Funds NVIT Asset Allocation Fund
Moderately Aggressive	<input type="checkbox"/> NVIT Investor Dest. Moderately Aggressive Fund <input type="checkbox"/> NVIT Cardinal Moderately Aggressive Fund <input type="checkbox"/> Custom Portfolio Moderately Aggressive Model <i>(Must complete the Custom Portfolio form.)</i>

Please check the box which best describes your anticipated use of this benefit.

- Immediately In ____ years Not Sure



If you want to begin immediate income, you must complete the L.Inc MX Withdrawal form in the New Business Enrollment Packet.

3b. Spousal Continuation Option

By electing the Spousal Continuation Benefit, you are accepting additional charges and naming your spouse as a Joint Determining Life. (Spouse must be between the age of 50 and 85.) Please note that lifetime income percentage will be based on the age of the younger spouse. The Determining Life and Joint Determining Life must be named as sole Primary Beneficiaries in section 1f.

- Spousal Continuation Benefit** Same as Co-Annuitant

First Name: MI: Last Name:
 Date of Birth: Sex: M F Soc. Sec. No. or Tax ID:



Complete this page if you want an Enhanced Death Benefit or the Beneficiary Protector II Option.

Please submit all pages of the application.

3c. Death Benefits *If a death benefit option is not elected, we will default to the Standard Death Benefit.*

- I elect (choose only **one**):
- Standard Death Benefit
 - One-Year Enhanced Death Benefit (Annuitant/Co-Annuitant, age 80 or younger.)
 - One-Month Enhanced Death Benefit (Annuitant/Co-Annuitant, age 75 or younger.)
 - Combination Enhanced Death Benefit II - Greater of One-Year/5% Interest (Annuitant/Co-Annuitant, age 75 or younger.)

3d. Beneficiary Protector II (Not available with L.Inc MX.) Not available in ND.

I elect: Beneficiary Protector II (Annuitant/Co-Annuitant, age 75 or younger.)

4. Investment Options

4a. Administrative Services

Asset Rebalancing – *Only the variable portion of the allocations will be rebalanced.*

- Monthly Quarterly Semi-Annually Annually

Dollar Cost Averaging (DCA) – DCA these allocations from:

- 6-month Enhanced
- 12-month Enhanced
- Interest Averaging Monthly
- Standard Fixed Account Monthly: Dollar Amount \$



4b. Purchase Payment Allocation and Disclosures *Must be whole percentages and must add up to 100%.*

*Funds designated by an * may include additional restrictions and/or charges. Please review the underlying fund prospectus carefully. The underlying investment options listed below are only available in variable annuity insurance products issued by life insurance companies or, in some cases, through participation in certain qualified pension or retirement plans. They are NOT offered to the general public directly.*

Consult your prospectus for reference to Share Class.

AIM Variable Insurance Funds

% AIM V.I. Capital Development Fund

AllianceBernstein Variable Products Series Fund, Inc.

% AllianceBernstein Small/Mid Cap Value Portfolio

American Century Variable Portfolios, Inc.

% American Century VP Mid Cap Value Fund

American Century Variable Portfolios II, Inc.

% American Century VP Inflation Protection Fund

Blackrock

% Blackrock Global Allocation V.I. Fund

Dreyfus

% Dreyfus Investment Portfolios - Small Cap Stock Index Portfolio

% Dreyfus Stock Index Fund, Inc.

% Dreyfus Variable Investment Fund - Appreciation Portfolio

Fidelity Variable Insurance Products Fund

% VIP Energy Portfolio*

% VIP Equity-Income Portfolio

% VIP Freedom 2010 Portfolio

% VIP Freedom 2020 Portfolio

% VIP Freedom 2030 Portfolio

% VIP Growth Portfolio

% VIP Investment Grade Bond Portfolio

% VIP Mid Cap Portfolio

% VIP Overseas Portfolio*

Franklin Templeton Variable Insurance Products Trust

% Franklin Income Securities Fund

% Franklin Small Cap Value Securities Fund

% Franklin Templeton VIP Founding Funds Allocation Fund

Ivy Funds Variable Insurance Portfolios, Inc.

% Asset Strategy

Janus Aspen Series

% Forty Portfolio

% Overseas Portfolio*

MFS® Variable Insurance Trust

% MFS Value Series

Nationwide Variable Insurance Trust (NVIT)

% AllianceBernstein NVIT Global Fixed Income Fund*

% American Century NVIT Multi Cap Value Fund

% American Funds NVIT Asset Allocation Fund

% American Funds NVIT Bond Fund

% American Funds NVIT Global Growth Fund

% American Funds NVIT Growth Fund

% American Funds NVIT Growth-Income Fund

% Federated NVIT High Income Bond Fund*

% Gartmore NVIT Emerging Markets Fund*

% Gartmore NVIT International Equity Fund*

% Gartmore NVIT Worldwide Leaders Fund*

% Neuberger Berman NVIT Multi Cap Opportunities Fund

% Neuberger Berman NVIT Socially Responsible Fund

% NVIT Cardinal Aggressive Fund

% NVIT Cardinal Balanced Fund

% NVIT Cardinal Capital Appreciation Fund

% NVIT Cardinal Conservative Fund

% NVIT Cardinal Moderate Fund

% NVIT Cardinal Moderately Aggressive Fund

% NVIT Cardinal Moderately Conservative Fund

% NVIT Core Bond Fund

% NVIT Core Plus Bond Fund

% NVIT Government Bond Fund

% NVIT Health Sciences Fund*

% NVIT International Index Fund*

% NVIT Mid Cap Index Fund

% NVIT Money Market Fund

% NVIT Multi-Manager International Growth Fund*

% NVIT Multi-Manager International Value Fund*

% NVIT Multi-Manager Large Cap Growth Fund

% NVIT Multi-Manager Large Cap Value Fund

% NVIT Multi-Manager Mid Cap Growth Fund

% NVIT Multi-Manager Mid Cap Value Fund

% NVIT Multi-Manager Small Cap Growth Fund

% NVIT Multi-Manager Small Cap Value Fund

% NVIT Multi-Manager Small Company Fund

% NVIT Multi Sector Bond Fund

% NVIT Nationwide Fund

% NVIT Short Term Bond Fund

% NVIT Technology and Communications Fund*

% NVIT U.S. Growth Leaders Fund

% Oppenheimer NVIT Large Cap Growth Fund

% Templeton NVIT International Value Fund*

% Van Kampen NVIT Comstock Value Fund

% Van Kampen NVIT Real Estate Fund

Neuberger Berman Advisers Management Trust

% AMT Short Duration Bond Portfolio

NVIT Investor Destinations Funds

% NVIT Investor Dest. Conservative Fund

% NVIT Investor Dest. Moderately Conservative Fund

% NVIT Investor Dest. Balanced Fund

% NVIT Investor Dest. Moderate Fund

% NVIT Investor Dest. Capital Appreciation Fund

% NVIT Investor Dest. Moderately Aggressive Fund

% NVIT Investor Dest. Aggressive Fund

Oppenheimer Variable Account Funds

% Oppenheimer Global Securities Fund/VA*

% Oppenheimer Main Street Fund®/VA

% Oppenheimer Main Street Small Cap Fund®/VA

PIMCO Variable Insurance Trust

% Foreign Bond Portfolio (Unhedged)

% Low Duration Portfolio

Wells Fargo Advantage Funds® Variable Trust

% VT Small Cap Growth Fund

Nationwide Life Insurance Company

% Fixed Account



5. State Disclosures

Notice to MN, ND, SC, SD and TX Residents Only: Annuity payments, death benefits, surrender values, and other Contract values provided by this Contract, when based on the investment experience of a separate account, may increase or decrease in accordance with the fluctuations in the net investment factor and are not guaranteed as to fixed-dollar amount, unless otherwise specified.

Additionally, any benefits, values or payments based on performance of the underlying investment options may vary and are NOT guaranteed by Nationwide Life Insurance Company, any other insurance company, by the U.S. Government, or any State Government. They are NOT federally insured by the FDIC, the Federal Reserve Board or any agency Federal or State.

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

Notice to MN Residents Only: This Contract is not protected by the Minnesota Life and Health Insurance Guaranty Association or the Minnesota Insurance Guaranty Association. In the case of insolvency, payment of claims is not guaranteed. Only the assets of the Insurer will be available to pay your claim.

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

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

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

Notice to MA Residents Only: You must complete the application approved for use in Massachusetts and you must be issued a Massachusetts approved contract.

6. Contract Owner Signatures and Authorizations

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 question 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.

Yes No **At the time of application has the annuitant been diagnosed with or had any indication of an illness which is expected to result in death within 12 months?**

The contract payments or values under the variable annuity provisions of the Contract are variable and are not guaranteed as to fixed dollar amount.

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 \$1 million in premium without permission from Nationwide. I hereby acknowledge that I do not represent a corporate entity or institutional investor. I hereby acknowledge that I am purchasing this contract for myself and that I do not intend to immediately assign any benefits under this contract to a corporate entity or institutional investor.

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

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:**

X John Q. Doe

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

State In Which Application Was Signed: Anystate

Date: December 1, 2009

Contract Owner's Daytime Phone Number: (222) 222-2222

Contract Owner's E-mail Address: jdoe@abccompany.com



7. Registered Representative Information

7a. 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: Date:

Principal's Signature: Date:

7b. 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: Date:

Principal's Signature: Date:



SERFF Tracking Number: NWFA-126271171 State: Arkansas
 Filing Company: Nationwide Life Insurance Company State Tracking Number: 43417
 Company Tracking Number: VAC-0117AOCV
 TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
 Product Name: Nationwide Destination B
 Project Name/Number: Nationwide Destination B/

Supporting Document Schedules

	Item Status:	Status Date:
Bypassed - Item: Flesch Certification		
Bypass Reason: This is a variable annuity subject to federal regulation and not applicable for readability.		
Comments:		

	Item Status:	Status Date:
Bypassed - Item: Application		
Bypass Reason: Please see the initial application for this filing under the Form Schedule tab.		
Comments:		

	Item Status:	Status Date:
Satisfied - Item: Cert of Compliance and Notices		
Comments:		
Attachments:		
AR Cert of Compliance Reg 19.pdf		
AR Cert of Compliance Reg 33.pdf		
APO-6301-1 Important Notice.pdf		
Life 3940-A - Guarantee Association Notice.pdf		

STATE OF ARKANSAS
CERTIFICATION OF COMPLIANCE

Re: Form Number(s) VAC-0117AOCV, VAB-0135AO, and VAA-0120AO

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

So certified this 8 day of September, 2007.



Signature

John H. Crow, Associate Vice President
Officer and Title

Nationwide Life Insurance Company
Name of Company

ARKANSAS

Certificate of Compliance

Insurer Nationwide Life Insurance Company

Form Numbers: VAC-0117AOCV, VAB-0135AO and VAA-0120AO

I have reviewed or supervised the review of the above forms. To the best of my knowledge and belief, they are in compliance with the rules and requirements of Regulation 33, particularly Articles IV, VII, IX, and XI.

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

John H. Crow, ChFC, CLU, FLMI
Associate Vice President
NF Compliance
Date: 09-08-09



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**

**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.