

SERFF Tracking Number: NWFA-126728885 State: Arkansas  
 Filing Company: Nationwide Life Insurance Company State Tracking Number: 46308  
 Company Tracking Number: ICC10-IAZ-0112AO  
 TOI: A05I Individual Annuities- Immediate Non- Variable Sub-TOI: A05I.000 Annuities - Immediate Non-variable  
 Product Name: Income Promise-Income Promise Select Endorsements Filing  
 Project Name/Number: /

## Filing at a Glance

Company: Nationwide Life Insurance Company

Product Name: Income Promise-Income SERFF Tr Num: NWFA-126728885 State: Arkansas

Promise Select Endorsements Filing

TOI: A05I Individual Annuities- Immediate Non- Variable SERFF Status: Closed-Approved- Closed State Tr Num: 46308

Sub-TOI: A05I.000 Annuities - Immediate Non- variable Co Tr Num: ICC10-IAZ-0112AO State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Authors: Angela D. Cox, Grace Holland, Leonja Merritt, Clara Pollard, Darcy Spangler, Natalie Walden

Disposition Date: 08/04/2010

Date Submitted: 07/23/2010

Disposition Status: Approved-Closed

Implementation Date Requested: 09/13/2010

Implementation Date:

State Filing Description:

## General Information

Project Name:

Status of Filing in Domicile: Pending

Project Number:

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

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

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 08/04/2010

Explanation for Other Group Market Type:

State Status Changed: 08/04/2010

Deemer Date:

Created By: Clara Pollard

Submitted By: Clara Pollard

Corresponding Filing Tracking Number:

Filing Description:

INDIVIDUAL SINGLE PREMIUM IMMEDIATE FIXED INCOME ANNUITY ENDORSEMENTS FILING

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Liquidity Feature Endorsement ICC10-IAZ-0112AO  
Non-Assignability Endorsement ICC10-IAZ-0113AO  
Income Promise Application ICC10-IAA-0121M3  
Income Promise Select Application ICC10-IAA-0107M3.2  
Electronic Format/Record Application IAA-0122M3  
Contract Specifications Page IAB-0109AO.1

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, Nationwide will begin utilizing these forms September 13, 2010. No part of the filing contains any unusual or possibly controversial items from normal company or industry standards.

Please note: When Contract ICC08-IAC-0102AO was originally filed, Nationwide inadvertently had the incorrect prefix on the Contract. Since this Contract has never been issued, Nationwide would like to inform the Department of the prefix being revised from IIC08-IAC-0102AO to ICC08-IAC-0102AO upon issuance effective next year.

The endorsements will be utilized with an individual single premium immediate fixed annuity contract that may be distributed through third party financial institutions, broker dealers, and wirehouse channels. The primary markets for these products are primarily retirees looking for a lifetime guarantee of fixed income generated from a single premium. These products can also be used to generate a specific term of fixed guaranteed income generated from a single premium.

#### Description of the Liquidity Feature Endorsement

The Liquidity Feature Endorsement allows for the commutation of expected guaranteed payments on an individual single premium immediate annuity base contract with an elected option of either a term certain only, life with term certain, life with refund of premium, joint life with term certain or joint life with refund of premium.

A withdrawal is available only during the liquidity period. The liquidity period is during the term certain for any option that has a term certain. For any option with a refund of premium, the liquidity period is the length of time required to pay back the initial premium minus premium tax, if applicable, in regularly scheduled installments.

This Endorsement as a Flesch readability score of 50.6.

#### Description of the Non-Assignability Endorsement

The Non-Assignability Endorsement prohibits the contract from being transferred, assigned, surrendered or commuted

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according to Code Section 408(b)(1). The purpose for this endorsement is to protect the Contract Owner and to assist them when completing their estate planning.

The Endorsement has a Flesch readability score of 56.7.

#### Description of the Contract Specifications Page

Contract Specifications Page - IAB-0109AO.1 replaces IIC08-IAA-0109AO which was approved for use with the Contracts, IIC08-IAC-0102AO and APO-4834. Contracts IIC08-IAC-0102AO and APO-4834 were approved by the Department on 01/05/2009 (SERFF Tracking # NWFA-125956066) and 06/07/2000, respectively.

#### Description of the Applications

Application – ICC10-IAA-0107M3.2 replaces ICC08-IAA-0107AO which was approved for use with the Contract, IIC08-IAC-0102AO and approved by the Department on 01/05/2009 (SERFF Tracking # NWFA-125956066).

Application – ICC10-IAA-0121M3 replaces APO-4835-A which was approved for use with Contract, APO-4834 and approved by the Department on 06/07/2000.

Please note: The marks located in the upper left and lower right-hand corners on both applications ICC10-IAA-0107M3.2 and ICC10-IAA-0121M3 have formatting marks and do not represent variability.

Electronic Format/Record Application – IAA-0122M3 for use with the above referenced Contracts and is included in this filing for the Department's approval.

#### Items Bracketed as Variable

#### Endorsements

Nationwide officers' signatures on the endorsements are bracketed as well as they may change over time.

#### Endorsement – ICC10-IAZ-0112AO ONLY

- Transaction fee is bracketed on page 1 of the Liquidity Feature Endorsement.

Current Charge: = \$50.00

Range of Variability: [\$50.00 - \$200.00]

The range bracketed shows the minimum and maximum charges allowable under the Endorsement. Should the

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charges fall outside of this range, Nationwide would be required to submit an updated Endorsement for approval.

- Minimum Withdrawal Amount is bracketed on page 2 of the Liquidity Feature Endorsement.

Current amount = \$2,000.00

Range of Variability: [\$2,000.00 - \$10,000.00]

The range bracketed shows the minimum and maximum charges allowable under the Endorsement. Should the charges fall outside of this range, Nationwide would be required to submit an updated Endorsement for approval.

- Remaining Benefit Amount is bracketed on page 2 of the Liquidity Feature Endorsement

Current amount = \$100.00

Range of Variability: [\$25.00 - \$100.00]

The range bracketed shows the minimum and maximum charges allowable under the Endorsement. Should the charges fall outside of this range, Nationwide would be required to submit an updated Endorsement for approval.

- The constant factor in the interest rate adjustment used to determine the adjusted contract rate on page 2 of the Liquidity Feature Endorsement

Current Charge = 0.25%

Range of Variability: [0.00% - 0.50%]

The range bracketed shows the minimum and maximum for the constant factor in the interest rate adjustment used to determine the adjusted contract rate. Should the constant factor fall outside of this range, Nationwide would be required to submit an updated Endorsement for approval.

## Contract Specifications Page

The bracketed items on the Contract Specifications Page (CSP) are customized for each Contract Owner based upon the information provided from the application. Certain items found on the CSP will only be reflected should the Contract Owner select them at the time of application. Those features are as follows:

**Liquidity Feature:** Should the Liquidity Feature be selected (on page 2 of the application) it will be reflected on the CSP. There is no charge for this feature. If this feature is not elected, it will not appear on the CSP.

**Cost of Living Adjustment:** Should the Cost of Living feature be selected (on page 3 of the application) it will be reflected on the CSP. There is no charge for this feature. If this feature is not elected, it will not appear on the CSP.

**Non-Assignability:** The Contract Owner's decision to not take or take advantage of the Non-Assignability feature will be reflected on the CSP in the form of yes or no.

In addition, all of the potential Income Options available to the Contract Owner are reflected on the CSP. At issuance, the CSP will only reflect the Income Option chosen which is also reflected at the top of the CSP in the line titled "Annuity Income Option Elected".

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## Applications

Some of the bracketed items on applications are customized for each Contract Owner based upon the information provided. Certain items found on the application will only be reflected should the Contract Owner select them at the time of application.

### Cost of Living Adjustment (COLA)

Current charge = [2%]

Range of Variability: [1% -5%]

The range bracketed shows the minimum and maximum charges allowable for the COLA feature. Should the charges fall outside of this range, Nationwide would be required to submit an updated form for approval.

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

## Other Information

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

IAZ-0100AO.1: Individual Retirement Annuity Endorsement

APO-3586-A: Roth Individual Retirement Annuity Endorsement

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

Clara Pollard, Sr. Compliance Analyst, [pollarc@nationwide.com](mailto:pollarc@nationwide.com)

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**Corporate Compliance**

PO Box 182455 800-691-0023 [Phone] 94507 [Ext]  
 1-33-102 614-249-2112 [FAX]  
 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]		

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**Filing Fees**

Fee Required? Yes  
 Fee Amount: \$300.00  
 Retaliatory? No  
 Fee Explanation: \$50.00 X 6 Forms= \$300.00  
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Nationwide Life Insurance Company	\$300.00	07/23/2010	38251956

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	08/04/2010	08/04/2010



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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Form	Liquidity Feature Endorsement		Yes
Form	Non-Assignability Endorsement		Yes
Form	Income Promise Application		Yes
Form	Income Promise Select Application		Yes
Form	Electronic Format/Record Application		Yes
Form	Contract Specifications Page		Yes

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## Form Schedule

Lead Form Number: ICC10-IAZ-0112AO

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	ICC10-IAZ-0112AO	Policy/Cont Liquidity Feature ract/Fratern Endorsement al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		50.600	Endorsement - ICC10-IAZ-0112AO.pdf
	ICC10-IAZ-0113AO	Policy/Cont Non-Assignability ract/Fratern Endorsement al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		56.700	Endorsement - ICC10-IAZ-0113AO.pdf
	ICC10-IAA-0121M3	Application/ Income Promise Enrollment Application Form	Revised	Replaced Form #: APO-4835-A Previous Filing #:	0.000	Income Promise Application - ICC10- IAA-0121M3.pdf
	ICC10-IAA-0107M3.2	Application/ Income Promise Enrollment Select Application Form	Revised	Replaced Form #: ICC08-IAA-0107AO Previous Filing #:	0.000	Income Promise Select Application - IAA-0107M3.2.pdf
	IAA-	Application/ Electronic	Initial		0.000	Electronic

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0122M3	Enrollment Format/Record Form Application				Format-Record Application - IAA-0122M3.pdf
IAB-0109AO.1	Policy/Cont Contract ract/Fratern Specifications Page al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Revised	Replaced Form #: 0.000	ICC08-IAB-0109AO	Contract Spec Page - IAB-0109AO.1.pdf
			Previous Filing #:		

**NATIONWIDE LIFE INSURANCE COMPANY**  
**One Nationwide Plaza**  
**Columbus, Ohio 43215-2220**

**Liquidity Feature Endorsement**  
**to**  
**Individual Single Premium Immediate Fixed Income Annuity**

**General Information Regarding this Endorsement**

This Liquidity Feature ("Endorsement") is attached to and made part of Eligible Contracts as of the Date of Issue. This endorsement revises the terms and conditions of the Contract to which it is attached. To the extent the terms of the Contract and this Endorsement are inconsistent, the terms of this Endorsement shall control. Non-defined terms shall have the meaning given to them in the Contract.

**Purpose**

This Endorsement modifies Eligible Contracts to permit the Contract Owner to take withdrawals of the Liquidity Value during the Liquidity Period, subject to the stated terms and conditions.

**If the rights under this endorsement are exercised, future annuity benefit payments during the Liquidity Period and/or any death benefit amount will be reduced.**

**Withdrawals from the Contract prior to the Contract Owner reaching age 59 1/2 may have adverse tax consequences. Please consult your tax advisor.**

**Definitions**

**Eligible Contracts** - Contracts issued with: 1) a term certain or refund death benefit income option; and 2) a single purchase payment of no more than \$1,000,000. Contracts issued with the Non-Assignability Endorsement do not qualify for this Endorsement.

**Liquidity Period** - The period of time, beginning with the Income Start Date, during which the Liquidity Value is available for withdrawal. The length of the Liquidity Period varies depending on the income option elected. See the Liquidity Period section of this endorsement for additional information regarding how the Liquidity Period is determined.

**Liquidity Value** - The amount available for withdrawal from the Contract during the Liquidity Period. The Liquidity Value is the present value of any remaining annuity benefit payments scheduled to be paid during the Liquidity Period. See the Liquidity Value section of this endorsement for additional information regarding how the Liquidity Value is determined. There is no Liquidity Value after the Liquidity Period has ended.

**Nationwide**- Nationwide Life Insurance Company

**10-year US SWAP** - Interest rate quotation for the 10-year Interest Rate Swaps published by the Federal Reserve Board on a regular basis. If the 10-year US SWAP rate is no longer published, a comparable published reference rate will be used upon our receipt of any required regulatory approval.

**Liquidity Transaction Fee**

A [\$50] transaction fee will be assessed for each withdrawal taken. At the time a withdrawal is requested, the Contract Owner may indicate the method by which the fee should be deducted, either:

- from the amount of the withdrawal requested; or
- from the remaining Liquidity Value after the withdrawal.

If a specific election is not made, then the transaction fee is deducted from remaining Liquidity Value after the withdrawal. If the remaining Liquidity Value after the withdrawal is insufficient, then the full transaction fee will be deducted from the requested withdrawal amount.

**Requesting a Withdrawal of Liquidity Value**

At any time during the Liquidity Period, you may request a calculation of the available Liquidity Value. Withdrawal requests must be made in writing and must be received during the Liquidity Period. There is no limit to the number of withdrawals that can be taken. All withdrawals will be paid in a lump sum.

Upon receipt of a request from the Contract Owner for the payment of all or a portion of the Liquidity Value:

1. if Nationwide has already provided the applicable Liquidity Value information, Nationwide will pay the requested Liquidity Value within 15 days of receipt of the request.
2. if Nationwide has not provided the applicable Liquidity Value information, Nationwide will do so within 15 days of receipt of the request. Upon receipt of the information, the Contract Owner may accept or reject Nationwide's Liquidity Value offer and notify Nationwide accordingly. If the Contract Owner accepts, Nationwide will pay the requested Liquidity Value within 15 days of receipt of such notification.

At any time during the Liquidity Period, you may request a withdrawal of up to 100% of your Liquidity Value less the transaction fee, subject to the following restrictions:

1. the minimum withdrawal amount permitted is [\$2,000.00];
2. when withdrawing less than 100% of the Liquidity Value, each remaining annuity benefit payment after the withdrawal must equal at least [\$100.00].
3. Nationwide reserves the right to limit the amount withdrawn to 20% of the Liquidity Value per calendar year; and
4. in addition, Nationwide reserves the right to delay payment of a withdrawal for up to six months from the date the request is received subject to regulatory approval. Nationwide will not delay payment of a withdrawal unless Nationwide has made a written request and received written approval from the Commissioner of Insurance. Such request will address the necessity of the delay and the equitability to all Contract Owners.

### **Liquidity Period**

For income options that include a term certain, the Liquidity Period equals the length of the term selected. The Liquidity Period ends on the last income payment date of the term certain period defined by the income option stated on the Contract Specifications Page.

For income options with a refund death benefit, the Liquidity Period is the length of time required to return the single purchase payment (minus any premium tax, if applicable) based on the amount of the benefit payment calculated at issue, any cost of living adjustment percentage elected, if applicable, and the frequency elected. Only the payment amounts totaling the premium (minus premium tax, if applicable) at issue are eligible to be withdrawn. The Liquidity Period End Date is listed on the Contract Specification Page.

### **Liquidity Value**

The Liquidity Value is determined by discounting each annuity benefit payment being valued to the date of calculation. If a withdrawal is requested, the Liquidity Value will be calculated as of the date of payment. The maximum amount available to be discounted is equal to:

- for income options that include a term certain, any remaining scheduled annuity benefit payments during the elected term; or
- for income options with a refund death benefit, the remaining annuity benefit payments in the Liquidity Period. Because of the way the Liquidity Period for an income option with a refund death benefit is calculated, the Liquidity Value may only include a portion of the last scheduled payment within the Liquidity Period.

Discounting is the process of calculating a present value for each future annuity benefit payment by adjusting for interest from the date each annuity benefit payment is due to the date of calculation. For the purpose of calculating the Liquidity Value, Nationwide calculates the present value of such payments, using an adjusted contract rate.

The adjusted contract rate is equal to the Commuted Value Interest Rate (which is the interest rate established on the date the Contract is issued and stated on the Contract Specifications Page), plus the interest rate adjustment. The interest rate adjustment is equal to:

$SWAP(c) - SWAP(i) + [0.25\%]$ ; where

$SWAP(c)$  = the 10-year US SWAP rate in effect two business days before the date the Liquidity Value is calculated; and

SWAP(i) = the 10-year US SWAP rate in effect two days before the contract is issued

Each future annuity benefit payment is discounted by the following formula:

$$P \times AR^T$$

Where:

P = each income benefit payment being discounted

AR = (1 + adjusted contract rate)

T = (calculation date - annuity benefit payment date)/365

The present value of any remaining annuity benefit payments is always less than the sum of those annuity benefit payments. The higher the adjusted contract rate used to calculate the present value, the lower the Liquidity Value will be.

Contracts with an income option that is not based upon an Annuitant's lifetime will terminate should 100% of the Liquidity Value be withdrawn prior to the end of the Liquidity Period.

### **Remaining Benefit Payments after a Withdrawal**

#### *During the Liquidity Period*

A withdrawal will result in a proportional reduction to any remaining annuity benefit payments during the Liquidity Period.

The reduction percentage applied to each remaining annuity benefit payment during the Liquidity Period will be equal to the amount of the withdrawal, plus the transaction fee, divided by the Liquidity Value immediately before the withdrawal was processed.

For the following example assume:

- Single Life with Refund Income Option
- \$50,000 initial purchase payment, minus premium tax. This example assumes no premium tax applies.
- Annual income benefit payment = \$5,200

- Liquidity Period - 10 years (9 payments of \$5,200 and \$3,200 of the 10th payment)\*

\*As described in the Liquidity Value section of this endorsement, a portion of the final payment, here \$2,000.00 is not available for withdrawal. However, if the Annuitant is living at the time of the 10th payment, the \$2,000 not included in the Liquidity Period will be paid when scheduled.

Assume a withdrawal is requested after the 5th income benefit payment has been paid.

- Liquidity Value: \$21,000
- Withdrawal amount: \$4,150
- Transaction fee: \$50

Therefore the reduction percentage applied to remaining income benefit payments during the Liquidity Period is equal to:

$$(\$4,150.00 + \$50.00)/\$21,000.00 = .20, \text{ or } 20.0\%$$

After the withdrawal is taken and assuming the Annuitant is still living, each remaining income benefit payment during the Liquidity Period is reduced by 20%:

$$\text{Payments 6-9 will be: } \$5,200 - (\$5,200 \times .20) = \$4,160$$

$$\text{Payment 10* will be: } \$3,200 - (\$3,200 \times .20) + \$2,000 = \$4,560.$$

\*Only the portion of the 10th payment that is part of the Liquidity Period is reduced for the withdrawal

Contracts with an income option that is not based upon an Annuitant's lifetime will terminate should 100% of the Liquidity Value be withdrawn prior to the end of the Liquidity Period.

#### *After the Liquidity Period*

If the Annuitant is living after the end of the Liquidity Period, any remaining annuity benefit payments based upon the Annuitant's lifetime will not be affected by the withdrawal.

Therefore, if the Annuitant is living at the end of the Liquidity Period, any remaining annuity benefit payments will be the same amount that would have been payable if no withdrawal was taken. Using the example above, as long as the Annuitant is living, each remaining income benefit payment will return to the original, unreduced, amount of \$5,200.

*Death Benefit after a Withdrawal*

The death benefit after a withdrawal is based upon the reduced annuity benefit payments in the remaining Liquidity Period. If a withdrawal is taken and the income option has a refund death benefit, the death benefit plus withdrawn amounts plus payments received by the Contract Owner will not be a full refund of the single purchase payment.

Using the example above and assuming the Annuitant dies before the 6th payment has been paid, the death benefit is calculated by adding the remaining payments in the Liquidity Period together after they have been reduced for the withdrawal:

Payments 6-9:  $\$4,160 \times 4 = \$16,640$

Payment 10\*:  $\$3,200 - (\$3,200 \times .20) = \$2,560$

\*Only the portion of the 10th payment that is included in the Liquidity Period is also included in the death benefit.

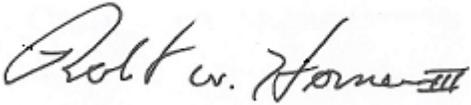
Total Death Benefit =  $\$16,640 + \$2,560$   
=  $\$19,200$

**Termination**

The benefit provided by this Endorsement terminates at the earliest of the following:

- when 100% of the Liquidity Value has been withdrawn;
- the date the Liquidity Period ends;
- the date of the last surviving Annuitant's death.

Executed for Nationwide by:

  
Secretary

  
President

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

**NON-ASSIGNMENT ENDORSEMENT**

**to Individual Single Premium Immediate Fixed Annuity**

**General Information Regarding this Endorsement**

This endorsement revises the terms and conditions of the Contract to which it is attached. To the extent the terms of the Contract and this endorsement are inconsistent, the terms of the endorsement shall control. Non-defined terms shall have the meaning given to them in the Contract.

**Effective Date**

This endorsement must be elected at the time of application for the Contract and will be effective on the Date of Issue stated on the Contract Specifications Page of the Contract to which it is attached. Once issued this endorsement cannot be removed or revoked.

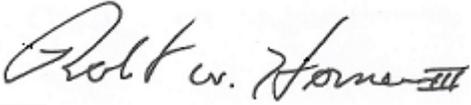
**Purpose**

The purpose of this endorsement is to delete the Assignment provision of the Contract to which it is attached in its entirety and to replace it with the Assignment provision of this endorsement.

**Assignment**

This Contract may not be transferred, assigned, sold, mortgaged, encumbered, surrendered or commuted. This Contract has no cash surrender value and is totally and permanently irrevocable after the Right to Examine and Cancel Period has expired. The Contract may not be pledged as collateral for a loan or as security for the performance of any obligation to any person other than to the issuer (Nationwide Life Insurance Company).

Executed for Nationwide by:

  
Secretary

  
President



**1. Parties to the Contract** *Please print.*

**1a. Contract Owner**

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

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

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

Street: [ 123 Anystreet ]

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

**1b. Joint Owner** *Only available for Non-Qualified Contracts. Limited to spouses.*

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.*

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

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: [ ]

**1d. Joint Annuitant**

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

Same as Joint Owner

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

Relationship to Annuitant: [ ]

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

Address:  Same address as owner Street: [ ]

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



**!** Only provide beneficiaries if a Term or Refund Income Option is elected in section 3a. If more than three beneficiaries, list additional names on the Beneficiary Option Form (in the New Business Enrollment Packet).

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

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

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

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

**2. Contract Information**

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

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

**!** Additional forms are required for 1035 Exchanges and Transfer/Rollovers.

**2b. Purchase Payment**

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

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

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

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

Quote Number:

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

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

**3. Contract Options**

**3a. Liquidity Feature**

I elect to waive the Liquidity Feature (**Election cannot be changed or revoked after issue.**)

**3b. Income Options** (Only one Option may be elected and cannot be changed. Nationwide reserves the right to discontinue any Income Option for new contracts. All Single and Joint Life Options require proof of age for all annuitants.)

**!** Does not provide a lifetime payout.

Term Certain only  Years  Months

Single Life

Single Life with Installment Refund

Single Life with  Years  Months

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

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

Joint and  % Last Survivor

Joint and  % Last Survivor with Installment Refund

Joint and  % Last Survivor with  Years  Months

Payment reduces if the Joint Annuitant survives the Annuitant.

Joint and  % Survivor

Joint and  % Survivor with Installment Refund

Joint and  % Survivor with  Years  Months



**3c. Cost of Living Adjustment (COLA)**

I elect  % COLA (1%, 2% or 3% can be selected)

***Electing COLA increases the premium required to fund this annuity or reduces the payout with a given premium amount. Election of COLA cannot be changed or revoked after issue.***

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

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

/  /   
MM DD YYYY

Please note: This is the date your payment will be issued, not the date you will receive your payment.

**3e. Payee/Method of Payment** *If no Payees are designated, the Payee will be the Annuitant. If more than one Payee, please complete the Immediate Annuity Payee Administrative Form (in the New Business Enrollment Packet).*

First Name:  MI:  Last Name:

Allocation (whole % only):  % OR \$

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

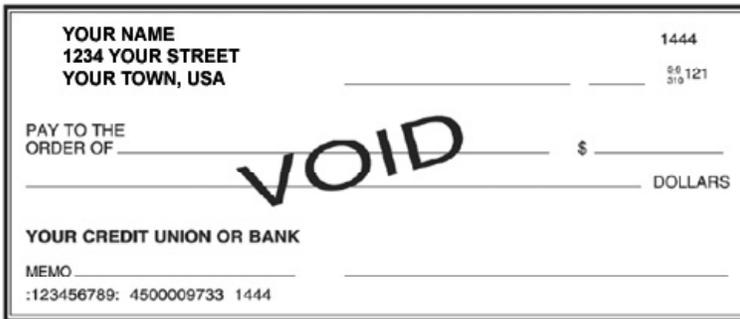
Street:

City:  State:  ZIP:

**!** If no method is elected we will default to a check.

Direct Deposit (A voided check or letter of instruction from your bank on bank letterhead is required.)  
 Check to Payee's address above.

**Checking**  **Saving** **Financial Institution Name:**   
**ABA/Routing Number:**  **Account Number:**



Routing Number Account Number





Selected frequency applies to all payees.

### 3f. Frequency of Payments

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

### 3g. Federal Income Tax Withholding

*Taxes will only be withheld and reported to the designated Annuitant.*

*If this section is left blank, Nationwide will default to withholding taxes based on the current IRC withholding rules.*

I elect to have no federal income tax withheld from each of my payments.

I elect to have a flat amount of \$  or  % withheld from each of my payments for federal taxes.

I elect to have federal income tax withheld from my payments using the number of allowance and marital status shown.\* (You may also designate an additional amount below.)

Single  Married  Married, but withhold at a higher single rate  Allowances

Withhold the following additional amount from each of my payments \$  or  %

\*If you choose to withhold taxes based on your marital status and allowances, the amount withheld from your payment may be zero (0).

### 3h. State Tax Withholding

*Nationwide will withhold state taxes from your payment based on your state's regulations; however, you may elect to have more withheld.*

I elect to have no state tax withheld from my payments.

I elect to have the following amount \$  or  % withheld from each of my payments for state tax purposes.

State of Residence



## 4. State Disclosures

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

## 5. Contract Owner Signatures and Authorizations

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

If Yes, How long?

Yes  No **Do you have existing life insurance or annuity contracts?**

Yes  No **Will the applied for Contract replace any existing life insurance or annuity contracts?**



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

I understand the purpose and intent of this Contract is to offer benefits to individuals. I hereby acknowledge that this Contract will not be used with other contracts issued by Nationwide to cover a single life with more than \$2 million or \$3 million for Joint Life or term certain only in premium without permission from Nationwide. I hereby acknowledge that I 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.

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



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

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

State In Which Application Was Signed:  Date:

Contract Owner's Daytime Phone Number:

Contract Owner's E-mail Address:



## 6. Registered Representative Information

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



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

First Name:  MI:  Last Name:   
 Phone: (  )  Percentage  %  
 E-mail:   
 Broker/Dealer Name:   
 SSN #:  (Not required if broker and broker dealer name are printed clearly above.)

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

Signature:   Date:   
 Principal's Signature:   Date:

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



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

First Name:  MI:  Last Name:   
 Phone: (  )  Percentage  %  
 E-mail:   
 Broker/Dealer Name:   
 SSN #:  (Not required if broker and broker dealer name are printed clearly above.)

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

Signature:   Date:   
 Principal's Signature:   Date:





**1. Parties to the Contract** *Please print.*

**1a. Contract Owner**

First Name:  MI:  Last Name:

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

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

Street:

City:  State:  ZIP:

**I elect to make this contract Non-Assignable** *(In certain instances this annuity may be purchased for a specific goal which requires restricting specific features of the contract. Selecting this endorsement will ensure that this contract is irrevocable, non-transferable and non-assignable, and has no value that can be surrendered, loaned, commuted or withdrawn.)*

**1b. Joint Owner** *Only available for Non-Qualified Contracts. Limited to spouses.*

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:

**1c. Annuitant** *Complete only if different from Contract 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:

**1d. Joint Annuitant**

Same as Joint Owner

First Name:  MI:  Last Name:

Relationship to Annuitant:

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

Address:  Same address as owner Street:

City:  State:  ZIP:

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

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



**!** Only provide beneficiaries if a Term or Refund Income Option is elected in section 3a. If more than three beneficiaries, list additional names on the Beneficiary Option Form (in the New Business Enrollment Packet).

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

Check one: First Name:  MI:  Last Name:

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

Contingent Social Security Number:  Date of Birth:

---

Check one: First Name:  MI:  Last Name:

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

Contingent Social Security Number:  Date of Birth:

---

Check one: First Name:  MI:  Last Name:

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

Contingent Social Security Number:  Date of Birth:

**2. Contract Information**

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

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

**2b. Purchase Payment**

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

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

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

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

Quote Number:

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

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

**3. Contract Options**

**3a. Income Options** (Only one Option may be elected and cannot be changed. Nationwide reserves the right to discontinue any Income Option for new contracts. All Single and Joint Life Options require proof of age for all annuitants.)

**!** Does not provide a lifetime payout.

Term Certain only  Years  Months

Based on the life of the Annuitant.

Single Life  
 Single Life with Cash Refund  
 Single Life with  Years  Months

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

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

Joint and  % Last Survivor  
 Joint and  % Last Survivor with Cash Refund  
 Joint and  % Last Survivor with  Years  Months

Payment reduces if the Joint Annuitant survives the Annuitant.

Joint and  % Survivor  
 Joint and  % Survivor with Cash Refund  
 Joint and  % Survivor with  Years  Months



**3b. Cost of Living Adjustment (COLA)**

I elect  % COLA (1%, 2%, 3%, 4% or 5% can be selected)

***Electing COLA increases the premium required to fund this annuity or reduces the payout with a given premium amount. Election of COLA cannot be changed or revoked after issue.***

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

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

/  /   
MM DD YYYY

Please note: This is the date your payment will be issued, not the date you will receive your payment.

**3d. Payee/Method of Payment** *If no Payees are designated, the Payee will be the Owner. If more than one Payee, please complete the Immediate Annuity Payee Administrative Form (in the New Business Enrollment Packet).*

First Name:  MI:  Last Name:

Allocation (whole % only):  % OR \$

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

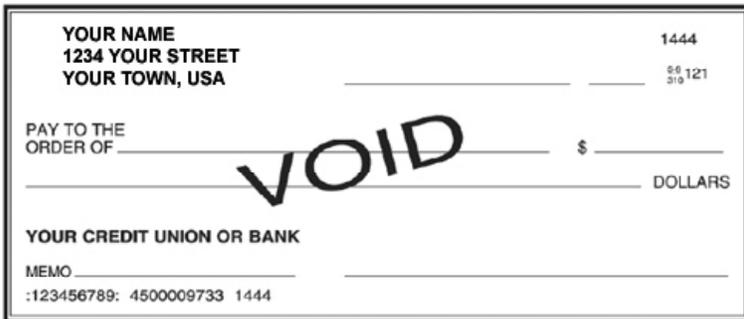
Street:

City:  State:  ZIP:

**!** If no method is elected we will default to a check.

Direct Deposit (A voided check or letter of instruction from your bank on bank letterhead is required.)  
 Check to Payee's address above.

**Checking**  **Saving** **Financial Institution Name:**   
**ABA/Routing Number:**  **Account Number:**



Routing Number Account Number





Selected frequency applies to all payees.

### 3e. Frequency of Payments

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

### 3f. Federal Income Tax Withholding Taxes will only be withheld and reported to the designated Contract Owner.

If this section is left blank, Nationwide will default to withholding taxes based on the current IRC withholding rules.

I elect to have no federal income tax withheld from each of my payments.

I elect to have a flat amount of \$  or  % withheld from each of my payments for federal taxes.

I elect to have federal income tax withheld from my payments using the number of allowance and marital status shown.\* (You may also designate an additional amount below.)

Single  Married  Married, but withhold at a higher single rate  Allowances

Withhold the following additional amount from each of my payments \$  or  %

\*If you choose to withhold taxes based on your marital status and allowances, the amount withheld from your payment may be zero (0).

### 3g. State Tax Withholding

Nationwide will withhold state taxes from your payment based on your state's regulations; however, you may elect to have more withheld.

I elect to have no state tax withheld from my payments.

I elect to have the following amount \$  or  % withheld from each of my payments for state tax purposes.

State of Residence



## 4. State Disclosures

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

## 5. Contract Owner Signatures and Authorizations

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

**If Yes, How long?**

Yes  No **Do you have existing life insurance or annuity contracts?**

Yes  No **Will the applied for Contract replace any existing life insurance or annuity contracts?**



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

I understand the purpose and intent of this Contract is to offer benefits to individuals. I hereby acknowledge that this Contract will not be used with other contracts issued by Nationwide to cover a single life with more than \$2 million or \$3 million for Joint Life or term certain only in premium without permission from Nationwide. I hereby acknowledge that I 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.

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



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

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

State In Which Application Was Signed:  Date:

Contract Owner's Daytime Phone Number:

Contract Owner's E-mail Address:



## 6. Registered Representative Information

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



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

First Name:  MI:  Last Name:   
 Phone: (  )  Percentage  %  
 E-mail:   
 Broker/Dealer Name:   
 SSN #:  (Not required if broker and broker dealer name are printed clearly above.)

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

Signature:   Date:   
 Principal's Signature:   Date:

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



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

First Name:  MI:  Last Name:   
 Phone: (  )  Percentage  %  
 E-mail:   
 Broker/Dealer Name:   
 SSN #:  (Not required if broker and broker dealer name are printed clearly above.)

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

Signature:   Date:   
 Principal's Signature:   Date:





**State Disclosures**

**Notice to AR Residents Only:** Any person who, knowingly andwith 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 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 MA Residents Only:** You must complete the application approved for use in Massachusetts and you must be issued a Massachusetts approved contract.

**CONTRACT OWNER SIGNATURES and AUTHORIZATIONS**

Do you have existing life insurance or annuity contracts? Yes No (please circle one)

Will the applied for Contract replace any existing life insurance or annuity contracts? Yes No (please circle one)

Are you a U.S. Citizen? [Yes] [No] (Please circle one.) If No, please list Country of Citizenship [Any Country]

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

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: John A. Doe 5/31/2011 Joint Owner: Jane B. Doe 5/31/2011  
(Signature) (Date) (Signature) (Date)

State in which the Contract was signed: [Anystate] Date: [5/31/2011]

**REGISTERED REPRESENTATIVE INFORMATION**

Registered Representative: Thomas A. Moore 5/31/2011 Firm Name: \_\_\_\_\_  
(Signature) (Date)

Print Reg. Rep. Name: Thomas A. Moore

Broker/Dealer Name: \_\_\_\_\_ Phone No.: \_\_\_\_\_ (555) 555-0505

Address: 444 Anystreet SSN: 555-5555-55 (Not required if broker dealer name is provided)  
Anycity, Anystate 12345-6789

CONTRACT SPECIFICATIONS PAGE

CONTRACT INFORMATION

Product Name: [INCOME Promise® Select] Contract Number: [01-6005314]

Date of Issue: [September 1, 2010] Income Start Date: [October 31, 2011]

Frequency of Payment: [Monthly] Total Purchase Payment: [\$10,000.00]

Annuity Income Option Elected: [Single Life]

Features: [Liquidity Feature]; [2 % Cost of Living Adjustment]

Liquidity Period End Date: [xx/xx/xxxx]

Non-Assignability: [Yes/No]

Commuted Value Interest Rate: [2.45%]

Initial Annuity Benefit Amount: [\$5,205.00]

**Contract Owner Information:**

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

**Joint Owner Information:**

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

**Annuitant Information:**

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

**Joint Annuitant Information:**

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

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

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

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

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

**Beneficiaries:**

**Name**

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

**Description of Income Option:**

[Term Certain: Annuity payments will be made for a period of years elected by the Contract Owner.

If the Annuitant dies during the term certain period, the Beneficiary will have the option to continue payments for the remainder of the period or to receive the Commutation Value of the remaining payments in a single lump sum payment.

*For Contracts issued with the Liquidity Endorsement only:* During the term certain period, the Contract Owner may elect at any time prior to the death of the Annuitant to withdraw all or part of the present value of the remaining term certain period payments. A withdrawal will result in a proportional reduction to any remaining annuity benefit payments during the Liquidity Period. Ability to take withdrawals may not be available in all states. See Liquidity Endorsement for details.]

**[Single Life:** Annuity payments will be paid during the lifetime of the Annuitant.

If the Annuitant dies after the Income Start Date, payments will cease with the last payment due prior to the death of the Annuitant. No death benefit will be paid.

No withdrawals other than the scheduled annuity payments are permitted.]

**[Single Life with Term Certain:** Annuity payments will be made during the lifetime of the Annuitant or for the term certain period elected, whichever is longer.

If the Annuitant dies during the term certain period, the Beneficiary will have the option to continue payments for the remainder of the term certain period or to receive the Commutation Value of the remaining payments in a single lump sum payment.

During the term certain period, the Contract Owner may elect at any time prior to the death of the Annuitant to withdraw all or part of the value of the remaining term certain period payments. A withdrawal will result in a proportional reduction to any remaining annuity benefit payments during the Liquidity Period. If the Annuitant is living after the term certain period, annuity payments will return to the level that would have been paid if no withdrawals were taken. Ability to take withdrawals may not be available in all states. See Contract for details.]

**[Single Life with Cash Refund:** Annuity payments will be made during the lifetime of the Annuitant.

After the Income Start Date, if the Annuitant dies prior to receiving aggregate annuity payments that are at least equal to the Purchase Payment less any premium tax, the difference between the aggregate annuity payments and the purchase payment less any premium tax will be paid to the Beneficiary in a single lump sum refund.

During the term needed to return purchase payment in installments as calculated at issue, the Contract Owner may elect at any time prior to the death of the Annuitant to withdraw all or part of the present value of the remaining term certain period payments. A withdrawal will result in a proportional reduction to any remaining annuity benefit payments during the Liquidity Period. Ability to take withdrawals may not be available in all states. See Contract for details.]

**[Single Life with Installment Refund:** Annuity payments will be made during the lifetime of the Annuitant.

After the Income Start Date, if the Annuitant dies prior to receiving aggregate annuity payments that are at least equal to the purchase payment less any premium tax, the difference between the aggregate annuity payments and the purchase payment less any premium tax will be paid to the Beneficiary installments.

During the term needed to return the purchase payment in installments as calculated at issue, the Contract Owner may elect at any time prior to the death of the Annuitant to withdraw all or part of the present value of the remaining term certain period payments. A withdrawal will result in a proportional reduction to any remaining annuity benefit payments during the Liquidity Period. Ability to take withdrawals may not be available in all states. See Contract for details.]

**[Joint and [xx]% Last Survivor:** Annuity payments will continue during the joint lifetimes of the Annuitant and Joint Annuitant.

After the death of either the Annuitant or the Joint Annuitant, payments of [xx]% of the amount that would have been paid if both were living will be made for the life of the survivor.

If the Annuitant and Joint Annuitant die after the Income Start Date, payments will cease with the last payment due prior to the death of the last survivor of the Annuitant and Joint Annuitant. No death benefit will be paid.

No withdrawals other than the scheduled annuity payments are permitted.]

**[Joint and [xx]% Last Survivor with Term Certain:** Annuity payments will be made during the joint lifetimes of the Annuitant and Joint Annuitant or for the term certain period elected, whichever is longer.

After the death of either the Annuitant or Joint Annuitant once the term certain period has expired, payments of [xx]% of the amount that would have been paid if both were living will be made until for the life of the survivor.

If the Annuitant and Joint Annuitant die after the Income Start Date and before the end of the term certain period, the Beneficiary will have the option to continue payments for the remainder of the term certain period or to receive the Commutation Value of the remaining payments in a single lump sum payment. If both the Annuitant and Joint Annuitant die after the term expires, all payments will stop and the contract will terminate.

During the term certain period, the Contract Owner may elect at any time prior to the death of both the Annuitant and Joint Annuitant to withdraw all or part of the value of the remaining term certain period payments. A withdrawal will result in a proportional reduction to any remaining annuity benefit payments during the Liquidity Period. If the Annuitant(s) is/are living after the term certain period, annuity payments will return to the level that would have been paid if no withdrawals were taken. Ability to take withdrawals may not be available in all states. See Contract for details.]

**[Joint and [xx]% Last Survivor with Cash Refund:** Annuity payments will be made during the joint lifetimes of the Annuitant and Joint Annuitant.

After the death of either the Annuitant or the Joint Annuitant, payments of [xx]% of the amount that would have been paid if both were living will be made for the life of the survivor.

After the Income Start Date, if both the Annuitant and Joint Annuitant die prior to receiving aggregate annuity payments that are at least equal to the purchase payment less any premium tax, the difference between the aggregate annuity payments and the purchase payment less any premium tax will be paid to the Beneficiary in a single lump sum refund.

During the term needed to return the purchase payment in installments as calculated at issue, the Contract Owner may elect at any time prior to the death of both Annuitants to withdraw all or part of the present value of the remaining term certain period payments. A withdrawal will result in a proportional reduction to any remaining annuity benefit payments during the Liquidity Period. Ability to take withdrawals may not be available in all states. See Contract for details.]

**[Joint and [xx]% Last Survivor with Installment Refund:** Annuity payments will be made during the joint lifetimes of the Annuitant and Joint Annuitant.

After the death of either the Annuitant or the Joint Annuitant, payments of [xx]% of the amount that would have been paid if both were living will be made for the life of the survivor.

After the Income Start Date, if both the Annuitant and Joint Annuitant die prior to receiving aggregate annuity payments that are at least equal to the Purchase Payment less any premium tax, the difference between the aggregate annuity payments and the purchase payment less any premium tax will be paid to the Beneficiary in installments.

During the term needed to return the purchase payment in installments as calculated at issue, the Contract Owner may elect at any time prior to the death of both Annuitants to withdraw all or part of the present value of the remaining term certain period payments. A withdrawal will result in a proportional reduction to any remaining annuity benefit payments during the Liquidity Period. Ability to take withdrawals may not be available in all states. See Contract for details.]

**[Joint and [xx]% Survivor:** Annuity payments will be made during the joint lifetimes of the Annuitant and Joint Annuitant.

After the death of the Annuitant, payments of [xx]% of the amount that would have been paid if the Annuitant were living will be made for the life of the Joint Annuitant. If the Joint Annuitant dies before the Annuitant, the reduction does not apply.

If the Annuitant and Joint Annuitant die after the Income Start Date, payments will cease with the last payment due prior to the death of the last survivor of the Annuitant and Joint Annuitant. No death benefit will be paid.

No withdrawals other than the scheduled annuity payments are permitted.]

**[Joint and [xx]% Survivor with Term Certain:** Annuity payments will be made during the joint lifetimes of the Annuitant and Joint Annuitant or for the term certain period elected, whichever is longer.

After the death of the Annuitant, once the term certain period has expired, payments of [xx]% of the amount that would have been paid if the Annuitant were living will be made for the life of the Joint Annuitant. If the Joint Annuitant dies before the Annuitant within the term certain period, the reduction does not apply.

If the Annuitant and Joint Annuitant both die after the Income Start Date and before the end of the term certain period, the Beneficiary will have the option to continue payments for the remainder of the term certain period or to receive the Commutation Value of the remaining payments in a single lump sum payment. If both the Annuitant and Joint Annuitant die after the term expires, all payments will stop and the Contract will terminate.

During the term certain period, the Contract Owner may elect at any time prior to the death of the Annuitant to withdrawal all or part of the value of the remaining term certain period payments. A withdrawal will result in a proportional reduction to any remaining annuity benefit payments during the Liquidity Period. If the Annuitant(s) is/are living after the term certain period, annuity payments will return to the level that would have been paid if no withdrawals were taken. Ability to take withdrawals may not be available in all states. See Contract for details.]

**[Joint and [xx]% Survivor with Cash Refund:** Annuity payments will be made during the joint lifetimes of the Annuitant and Joint Annuitant.

After the death of the Annuitant, payments of [xx]% of the amount that would have been paid if the Annuitant were living will be made for the life of the Joint Annuitant. If the Joint Annuitant dies before the Annuitant, the reduction does not apply.

After the Income Start Date, if both the Annuitant and Joint Annuitant die prior to receiving aggregate annuity payments that are at least equal to the purchase payment less any premium tax, the difference between the aggregate annuity payments and the purchase payment less any premium tax will be paid to the Beneficiary in a single lump sum refund.

During the term needed to return the purchase payment in installments as calculated at issue, the Contract Owner may elect at any time prior to the death of both Annuitants to withdrawal all or part of the present value of the remaining term certain period payments. A withdrawal will result in a proportional reduction to any remaining annuity benefit payments during the Liquidity Period. Ability to take withdrawals may not be available in all states. See Contract for details.]

**[Joint and [xx]% Survivor with Installment Refund:** Annuity payments will be made during the joint lifetimes of the Annuitant and Joint Annuitant.

After the death of the Annuitant, payments of [xx]% of the amount that would have been paid if the Annuitant were living will be made for the life of the Joint Annuitant. If the Joint Annuitant dies before the Annuitant, the reduction does not apply.

After the Income Start Date, if both the Annuitant and Joint Annuitant die prior to receiving aggregate annuity payments that are at least equal to the purchase payment less any premium tax, the difference between the aggregate annuity payments and the purchase payment less any premium tax will be paid to the Beneficiary in installments.

During the term needed to return the purchase payment in installments as calculated at issue, the Contract Owner may elect at any time prior to the death of both Annuitants to withdrawal all or part of the present value of the remaining term certain period payments. A withdrawal will result in a proportional reduction to any remaining annuity benefit payments during the Liquidity Period. Ability to take withdrawals may not be available in all states. See Contract for details.]

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

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

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

SERFF Tracking Number: NWFA-126728885 State: Arkansas  
Filing Company: Nationwide Life Insurance Company State Tracking Number: 46308  
Company Tracking Number: ICC10-IAZ-0112AO  
TOI: A05I Individual Annuities- Immediate Non- Variable Sub-TOI: A05I.000 Annuities - Immediate Non-variable  
Product Name: Income Promise-Income Promise Select Endorsements Filing  
Project Name/Number: /

## Supporting Document Schedules

**Item Status:**

**Status  
Date:**

**Satisfied - Item:** Flesch Certification

**Comments:**

**Attachment:**

AR Readability Cert.pdf

**Certification**

This is to certify that the attached Form No. ICC10-IAZ-0112AO, ICC10-IAZ-0113AO, ICC10-IAA-0121M3  
and ICC10-IAA-0107M3.2 has achieved a Flesch Reading Score of 50.6, 56.7, 56.7 and 53.4 and  
complies with the requirements of Ark. Stat. Ann §§ 23-80-204 and 23-80-206(d) of the Life and Disability  
Insurance Policy Language Simplification Act.



\_\_\_\_\_  
Signature

James J. Rabenstine, Vice President  
Officer and Title

Nationwide Life Insurance Company  
Name of Company

7/23/2010  
Date