

SERFF Tracking Number: NWFA-127056111 State: Arkansas  
Filing Company: Nationwide Life Insurance Company State Tracking Number: 48139  
Company Tracking Number: ICC10-IAZ-0113AO.2  
TOI: A05I Individual Annuities- Immediate Non- Variable Sub-TOI: A05I.000 Annuities - Immediate Non-variable  
Product Name: Income Promise-Income Promise Select Endorsement & Contract Specifications Page Refile  
Project Name/Number: /

## Filing at a Glance

Company: Nationwide Life Insurance Company

Product Name: Income Promise-Income Promise Select Endorsement & Contract Specifications Page Refile  
SERFF Tr Num: NWFA-127056111 State: Arkansas

TOI: A05I Individual Annuities- Immediate Non- Variable  
SERFF Status: Closed-Approved- Closed State Tr Num: 48139

Sub-TOI: A05I.000 Annuities - Immediate Non-variable  
Co Tr Num: ICC10-IAZ-0113AO.2 State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

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

Disposition Date: 03/24/2011

Date Submitted: 03/02/2011

Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

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

Individual Market Type:

Overall Rate Impact:

Filing Status Changed: 03/24/2011

SERFF Tracking Number: NWFA-127056111 State: Arkansas  
Filing Company: Nationwide Life Insurance Company State Tracking Number: 48139  
Company Tracking Number: ICC10-IAZ-0113AO.2  
TOI: A05I Individual Annuities- Immediate Non- Variable Sub-TOI: A05I.000 Annuities - Immediate Non-variable  
Product Name: Income Promise-Income Promise Select Endorsement & Contract Specifications Page Refile  
Project Name/Number: /

State Status Changed: 03/07/2011

Deemer Date:

Created By: Leonja Merritt

Submitted By: Angela D. Cox

Corresponding Filing Tracking Number:

Filing Description:

RE: Nationwide Life Insurance Company

NAIC # 66869 FEIN 31-4156830 NAIC Group # 140

## INDIVIDUAL SINGLE PREMIUM IMMEDIATE FIXED INCOME ANNUITY ENDORSEMENT AND CONTRACT SPECIFICATIONS PAGE FILING

Non-Assignability Endorsement ICC10-IAZ-0113AO.2

Contract Specifications Page IAB-0109AO.2

Nationwide Life Insurance Company ("Nationwide") is filing the above referenced forms for general use and approval by the Department of Insurance (the "Department"). Nationwide will begin utilizing these forms upon approval by the Department. No part of the filing contains any unusual or possibly controversial items from normal company or industry standards.

The purpose of this filing is to add disclosure language to the contract specifications page that was inadvertently omitted. The Contract Specifications Page was approved by the Department on 8/04/2010 (SERFF # NWFA-126728885).

Endorsement ICC10-IAZ-0113AO.2 has been revised by removing the following language: "to any person other than to the issuer (Nationwide Life Insurance Company)". No other changes have occurred other than the form number. Endorsement ICC10-IAZ-0113AO was approved by the Department on 8/04/2010 (SERFF # NWFA-126728885). This Endorsement will only be utilized with Contract ICC08-IAC-0102AO which was approved by the Department on 1/05/2009 (SERFF/DOI # NWFA-125956066).

The endorsement and contract specifications page will be utilized with an individual single premium immediate fixed annuity contracts 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 Non-Assignability Endorsement

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

SERFF Tracking Number: NWFA-127056111 State: Arkansas  
Filing Company: Nationwide Life Insurance Company State Tracking Number: 48139  
Company Tracking Number: ICC10-IAZ-0113AO.2  
TOI: A05I Individual Annuities- Immediate Non- Sub-TOI: A05I.000 Annuities - Immediate Non-variable  
Variable  
Product Name: Income Promise-Income Promise Select Endorsement & Contract Specifications Page Refile  
Project Name/Number: /

according to Code Section 408(b)(1). The purpose of this endorsement is to allow the Contract Owner to meet the requirements of federal law for certain government benefits that require certain assets to be restricted from free alienation.

The Endorsement has a Flesch readability score of 51.1.

#### Description of the Contract Specifications Page

Contract Specifications Page - IAB-0109AO.2 replaces IAB-0109AO.1 which was approved by the Department on 8/04/2010 (SERFF # NWFA-126728885). This contract specifications page will be used with Contracts, ICC08-IAC-0102AO and APO-4834 which were approved by the Department on 1/05/2009 (SERFF # NWFA-125956066) and 6/07/2000 (DOI # not available), respectively.

Items Bracketed as Variable

#### Endorsement

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

#### 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 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 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:** Should the Non-Assignability feature be selected it will be reflected on the CSP. There is no charge for this feature. The Contract Owner's decision 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".

SERFF Tracking Number: NWFA-127056111 State: Arkansas  
Filing Company: Nationwide Life Insurance Company State Tracking Number: 48139  
Company Tracking Number: ICC10-IAZ-0113AO.2  
TOI: A05I Individual Annuities- Immediate Non- Variable Sub-TOI: A05I.000 Annuities - Immediate Non-variable  
Product Name: Income Promise-Income Promise Select Endorsement & Contract Specifications Page Refile  
Project Name/Number: /

## 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

Leonja Bracely, Analyst, Corporate Compliance merritt@nationwide.com  
PO Box 182455 800-691-0023 [Phone] 7-0443 [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]

-----

## Filing Fees

Fee Required? Yes  
Fee Amount: \$100.00  
Retaliatory? No

SERFF Tracking Number: NWFA-127056111 State: Arkansas  
Filing Company: Nationwide Life Insurance Company State Tracking Number: 48139  
Company Tracking Number: ICC10-IAZ-0113AO.2  
TOI: A051 Individual Annuities- Immediate Non- Variable Sub-TOI: A051.000 Annuities - Immediate Non-variable  
Product Name: Income Promise-Income Promise Select Endorsement & Contract Specifications Page Refile  
Project Name/Number: /  
Fee Explanation: \$50 per form x 2 forms = \$100  
Per Company: No

| COMPANY                           | AMOUNT   | DATE PROCESSED | TRANSACTION # |
|-----------------------------------|----------|----------------|---------------|
| Nationwide Life Insurance Company | \$100.00 | 03/02/2011     | 45181771      |

SERFF Tracking Number: NWFA-127056111 State: Arkansas  
 Filing Company: Nationwide Life Insurance Company State Tracking Number: 48139  
 Company Tracking Number: ICC10-IAZ-0113AO.2  
 TOI: A051 Individual Annuities- Immediate Non- Variable Sub-TOI: A051.000 Annuities - Immediate Non-variable  
 Product Name: Income Promise-Income Promise Select Endorsement & Contract Specifications Page Refile  
 Project Name/Number: /

## Correspondence Summary

### Dispositions

| Status          | Created By | Created On | Date Submitted |
|-----------------|------------|------------|----------------|
| Approved-Closed | Linda Bird | 03/24/2011 | 03/24/2011     |
| Approved-Closed | Linda Bird | 03/07/2011 | 03/07/2011     |

### Amendments

| Schedule | Schedule Item Name            | Created By    | Created On | Date Submitted |
|----------|-------------------------------|---------------|------------|----------------|
| Form     | Non-Assignability Endorsement | Angela D. Cox | 03/22/2011 | 03/22/2011     |

### Filing Notes

| Subject            | Note Type     | Created By | Created On | Date Submitted |
|--------------------|---------------|------------|------------|----------------|
| Request to Re-Open | Note To Filer | Linda Bird | 03/22/2011 | 03/22/2011     |

SERFF Tracking Number: NWFA-127056111 State: Arkansas  
Filing Company: Nationwide Life Insurance Company State Tracking Number: 48139  
Company Tracking Number: ICC10-IAZ-0113AO.2  
TOI: A051 Individual Annuities- Immediate Non- Variable Sub-TOI: A051.000 Annuities - Immediate Non-variable  
Product Name: Income Promise-Income Promise Select Endorsement & Contract Specifications Page Refile  
Project Name/Number: /

## Disposition

Disposition Date: 03/24/2011

Implementation Date:

Status: Approved-Closed

Comment: Endorsement number ICC10-IAZ-0113A02 has been corrected on the original submission.

Rate data does NOT apply to filing.

SERFF Tracking Number: NWFA-127056111 State: Arkansas  
 Filing Company: Nationwide Life Insurance Company State Tracking Number: 48139  
 Company Tracking Number: ICC10-IAZ-0113AO.2  
 TOI: A051 Individual Annuities- Immediate Non- Variable Sub-TOI: A051.000 Annuities - Immediate Non-variable  
 Product Name: Income Promise-Income Promise Select Endorsement & Contract Specifications Page Refile  
 Project Name/Number: /

| Schedule                | Schedule Item                  | Schedule Item Status | Public Access |
|-------------------------|--------------------------------|----------------------|---------------|
| Supporting Document     | Flesch Certification           |                      | No            |
| Supporting Document     | Application                    |                      | No            |
| Supporting Document     | Life & Annuity - Acturial Memo |                      | No            |
| Form ( <i>revised</i> ) | Non-Assignability Endorsement  |                      | No            |
| Form                    | Non-Assignability Endorsement  |                      | No            |
| Form                    | Contract Specifications Page   |                      | No            |

SERFF Tracking Number: NWFA-127056111 State: Arkansas  
Filing Company: Nationwide Life Insurance Company State Tracking Number: 48139  
Company Tracking Number: ICC10-IAZ-0113AO.2  
TOI: A051 Individual Annuities- Immediate Non- Sub-TOI: A051.000 Annuities - Immediate Non-variable  
Variable  
Product Name: Income Promise-Income Promise Select Endorsement & Contract Specifications Page Refile  
Project Name/Number: /

## Disposition

Disposition Date: 03/07/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: NWFA-127056111 State: Arkansas  
 Filing Company: Nationwide Life Insurance Company State Tracking Number: 48139  
 Company Tracking Number: ICC10-IAZ-0113AO.2  
 TOI: A051 Individual Annuities- Immediate Non- Variable Sub-TOI: A051.000 Annuities - Immediate Non-variable  
 Product Name: Income Promise-Income Promise Select Endorsement & Contract Specifications Page Refile  
 Project Name/Number: /

| Schedule                | Schedule Item                  | Schedule Item Status | Public Access |
|-------------------------|--------------------------------|----------------------|---------------|
| Supporting Document     | Flesch Certification           |                      | No            |
| Supporting Document     | Application                    |                      | No            |
| Supporting Document     | Life & Annuity - Acturial Memo |                      | No            |
| Form ( <i>revised</i> ) | Non-Assignability Endorsement  |                      | No            |
| Form                    | Non-Assignability Endorsement  |                      | No            |
| Form                    | Contract Specifications Page   |                      | No            |

SERFF Tracking Number: NWFA-127056111 State: Arkansas  
 Filing Company: Nationwide Life Insurance Company State Tracking Number: 48139  
 Company Tracking Number: ICC10-IAZ-0113AO.2  
 TOI: A05I Individual Annuities- Immediate Non- Variable Sub-TOI: A05I.000 Annuities - Immediate Non-variable  
 Product Name: Income Promise-Income Promise Select Endorsement & Contract Specifications Page Refile  
 Project Name/Number: /

**Amendment Letter**

Submitted Date: 03/22/2011

**Comments:**

Dear Ms. Bird,

Thank you for re-opening this filing and allowing us to amend it to include a revised endorsement. As my email of 3/21/2011 indicated, Nationwide recently discovered a typographical error on Endorsement ICC10-IAZ-0113AO.2. The word "Assignment" was inadvertently inserted into the first paragraph of the second column. We have revised the endorsement to remove this word. The endorsement has not been issued and the form number will not change. We certify that no other changes were made to the endorsement.

Should the Department have any questions, please feel free to contact me via SERFF or at (800) 691-0023 Ext. 9-0011. Thank you again for your consideration.

Sincerely,

Angela D. Cox  
 Specialist, Corporate Compliance  
 Nationwide Life Insurance Company

**Changed Items:**

**Form Schedule Item Changes:**

**Form Schedule Item Changes:**

| Form Number        | Form Type   | Form Name                       | Action  | Form Action Other | Previous Filing # | Replaced Form #  | Readability Score | Attachments                                  |
|--------------------|---|---------------------------------|---------|-------------------|-------------------|------------------|-------------------|--|
| ICC10-IAZ-0113AO.2 | Policy/Contr act/Fraternal Certificate: Amendment, t Insert Page, Endorsemen t or Rider | Non- Assignability Endorsemen t | Revised |                   | NWFA-126728885    | ICC10-IAZ-0113AO | 51.100            | Revised Endorsement - ICC10-IAZ-0113AO.2.pdf |

SERFF Tracking Number: NWFA-127056111 State: Arkansas  
Filing Company: Nationwide Life Insurance Company State Tracking Number: 48139  
Company Tracking Number: ICC10-IAZ-0113AO.2  
TOI: A05I Individual Annuities- Immediate Non- Sub-TOI: A05I.000 Annuities - Immediate Non-variable  
Variable  
Product Name: Income Promise-Income Promise Select Endorsement & Contract Specifications Page Refile  
Project Name/Number: /

**Note To Filer**

**Created By:**

Linda Bird on 03/22/2011 09:07 AM

**Last Edited By:**

Linda Bird

**Submitted On:**

03/22/2011 09:07 AM

**Subject:**

Request to Re-Open

**Comments:**

Filing has been re-opened in order for correction to be made.

SERFF Tracking Number: NWFA-127056111 State: Arkansas  
 Filing Company: Nationwide Life Insurance Company State Tracking Number: 48139  
 Company Tracking Number: ICC10-IAZ-0113AO.2  
 TOI: A051 Individual Annuities- Immediate Non- Variable Sub-TOI: A051.000 Annuities - Immediate Non-variable  
 Product Name: Income Promise-Income Promise Select Endorsement & Contract Specifications Page Refile  
 Project Name/Number: /

## Form Schedule

Lead Form Number: ICC10-IAZ-0113AO.2

| Schedule Item Status | Form Number        | Form Type Form Name   | Action  | Action Specific Data  | Readability | Attachment                                   |
|----------------------|--------------------|---|---------|---|-------------|--|
|                      | ICC10-IAZ-0113AO.2 | Policy/Cont Non-Assignability ract/Fratern Endorsement al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider | Revised | Replaced Form #: ICC10-IAZ-0113AO Previous Filing #: NWFA-126728885 | 51.100      | Revised Endorsement - ICC10-IAZ-0113AO.2.pdf |
|                      | IAB-0109AO.2       | Policy/Cont Contract ract/Fratern Specifications Page al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider  | Revised | Replaced Form #: IAB-0109AO.1 Previous Filing #: NWFA-126728885     | 0.000       | Contract Spec Page - IAB-0109AO.2.pdf        |

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**

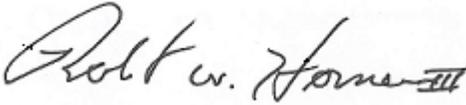
The purpose of this endorsement is to allow the Contract Owner to meet the requirements of federal law for certain government benefits that require certain assets to be restricted from free alienation.

**Assignment**

This endorsement deletes the Assignment provision of the Contract to which it is attached in its entirety and replaces it with the following:

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.

Executed for Nationwide by:

  
Secretary

  
President

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.

*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 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 Liquidity Endorsement 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.

*For Contracts issued with the Liquidity Endorsement only:* 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 Liquidity Endorsement 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.

*For Contracts issued with the Liquidity Endorsement only:* 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 Liquidity Endorsement 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.

*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 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 Liquidity Endorsement 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.

*For Contracts issued with the Liquidity Endorsement only:* 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 Liquidity Endorsement 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.

*For Contracts issued with the Liquidity Endorsement only:* 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 Liquidity Endorsement 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.

*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 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 Liquidity Endorsement 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.

*For Contracts issued with the Liquidity Endorsement only:* 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 Liquidity Endorsement 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 t, the difference between the aggregate annuity payments and the purchase payment less any premium tax will be paid to the Beneficiary in installments.

*For Contracts issued with the Liquidity Endorsement only:* 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 Liquidity Endorsement 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-127056111 State: Arkansas  
Filing Company: Nationwide Life Insurance Company State Tracking Number: 48139  
Company Tracking Number: ICC10-IAZ-0113AO.2  
TOI: A05I Individual Annuities- Immediate Non- Variable Sub-TOI: A05I.000 Annuities - Immediate Non-variable  
Product Name: Income Promise-Income Promise Select Endorsement & Contract Specifications Page Refile  
Project Name/Number: /

## Supporting Document Schedules

|   | Item Status: | Status Date: |
|---|--------------|--------------|
| <b>Satisfied - Item:</b> Flesch Certification |              |              |
| <b>Comments:</b>                              |              |              |
| <b>Attachment:</b><br>AR Readability Cert.pdf |              |              |

|  | Item Status: | Status Date: |
|--|--------------|--------------|
| <b>Satisfied - Item:</b> Application   |              |              |
| <b>Comments:</b><br>The attached applications were previously approved by the Department on 8/04/2010 (SERFF # NWFA-126728885, DOI # 46308) and are for issuance with previously approved Contracts ICC08-IAC-0102AO and APO-4834 which were approved by the Department on 1/05/2009 (SERFF # NWFA-125956066) and 6/07/2000 (DOI # not available), respectively. |              |              |
| <b>Attachments:</b><br>Income Promise Application ICC10-IAA-0121M3.pdf<br>Income Promise Select Application ICC10-IAA-0107M3.2.pdf<br>Electronic Format-Record Application - IAA-0122M3.pdf  |              |              |

**Certification**

This is to certify that the attached Form No. ICC10-IAZ-0113AO.2 has achieved a Flesch Reading Score of 51.1 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

3/01/2011  
Date



**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







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: [ 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 ]

**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: [ 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. 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:

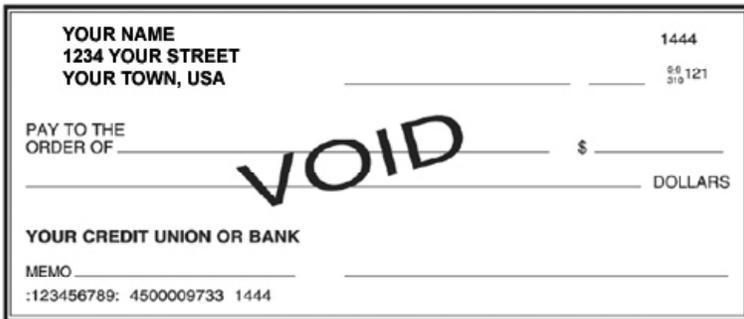
Street:

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