

**State:** Arkansas **Filing Company:** Nationwide Life Insurance Company  
**TOI/Sub-TOI:** A03I Individual Annuities - Deferred Variable/A03I.003 Single Premium  
**Product Name:** Nationwide Destination Income Annuity Contract Filing  
**Project Name/Number:** /

## Filing at a Glance

Company: Nationwide Life Insurance Company  
Product Name: Nationwide Destination Income Annuity Contract Filing  
State: Arkansas  
TOI: A03I Individual Annuities - Deferred Variable  
Sub-TOI: A03I.003 Single Premium  
Filing Type: Form  
Date Submitted: 08/23/2012  
SERFF Tr Num: NWFA-128641065  
SERFF Status: Closed-Approved-Closed  
State Tr Num:  
State Status: Approved-Closed  
Co Tr Num: VACC-0100AOCV  
  
Implementation: 11/15/2012  
Date Requested:  
Author(s): Jenny Christiansen, Grace Holland, Leonja Merritt, Darcy L. Spangler  
Reviewer(s): Linda Bird (primary)  
Disposition Date: 08/30/2012  
Disposition Status: Approved-Closed  
Implementation Date:  
  
State Filing Description:

State: Arkansas Filing Company: Nationwide Life Insurance Company  
 TOI/Sub-TOI: A03I Individual Annuities - Deferred Variable/A03I.003 Single Premium  
 Product Name: Nationwide Destination Income Annuity Contract Filing  
 Project Name/Number: /

**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: 08/30/2012  
 State Status Changed: 08/30/2012  
 Deemer Date: Created By: Darcy L. Spangler  
 Submitted By: Jenny Christiansen Corresponding Filing Tracking Number:

Filing Description:  
 RE: Nationwide Life Insurance Company

NAIC # 66869  
 FEIN 31-4156830  
 NAIC Group # 140

Individual Single Purchase Payment Deferred Variable Annuity with Guaranteed Lifetime Withdrawal Feature

Contract VACC-0100AOCV

Contract Specifications Page VABB-0101AO

Application VAAA-0106M3

IRA Endorsement VAZZ-0102AO

Roth IRA Endorsement VAZZ-0103AO

Nationwide Life Insurance Company ("Nationwide") is filing the above-referenced forms for general use and approval by the Department of Insurance (the "Department"). Upon approval by the Department and acceptance of the SEC, Nationwide will begin utilizing these forms November 15, 2012. No part of this filing contains any unusual or possible controversial items from normal company or industry standards.

Description of the Contract

The Contract (VACC-0100AOCV) is an Individual Single Purchase Payment Deferred Variable Annuity Contract with a Guaranteed Lifetime Withdrawal Feature that will be distributed through the Nationwide Life Insurance Participant Solutions Center. The base Contract is written for qualified issuance only as a Traditional IRA or Roth IRA and will serve as a rollover vehicle to preserve the guaranteed lifetime income benefit guarantees accrued by Plan Participants in employer sponsored retirement plans. To accomplish this, the contract permits roll-over of the participant's benefit base, withdrawal percentage, and spousal continuation factor if applicable.

The Contract contains a Guaranteed Lifetime Withdrawal Feature which allows the Contract Owner once the Guaranteed

**State:** Arkansas **Filing Company:** Nationwide Life Insurance Company  
**TOI/Sub-TOI:** A03I Individual Annuities - Deferred Variable/A03I.003 Single Premium  
**Product Name:** Nationwide Destination Income Annuity Contract Filing  
**Project Name/Number:** /

Lifetime Withdrawal start date begins to withdraw a Guaranteed Lifetime Withdrawal Amount annually even if the Contract Value is reduced to zero due to poor market performance.

The Spousal Continuation Option, if elected will allow the surviving spouse to begin or continue receiving the Guaranteed Lifetime Withdrawal Amount after the Contract Owner/Annuitant dies. There is not a charge for this Option, however, it will reduce the Guaranteed Lifetime Withdrawal Percentage. The Reduction Percentage is applied when the Option is elected and may be terminated based on certain named events as outlined in the Contract if occurring prior to the Guaranteed Lifetime Withdrawal Start Date.

#### Description of the Contract Specifications Page

Contract Specifications Page (VABB-0101AO) is new and will be utilized with the Contract.

#### Description of the Application

Application (VAAA-0106M3) is new and will be utilized with the Contract.

#### Description of the Endorsements

Endorsement (VAZZ-0102AO) is new and will be issued to contract owners when the contract is purchased as an IRA.

Endorsement (VAZZ-0103AO) is new and will be issued to contract owners when the contract is purchased as a Roth IRA.

#### Target Market

The Contract will be used exclusively with defined contribution plans qualified under Section 401(a) of the Internal Revenue Code and governmental eligible deferred compensation plans under Code Section 457(b).

The following forms will be issued with the Contract:

#### Important Information for Contract Owners APO-6301-3

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

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

If you have questions regarding this filing, please contact me at 1-800-691-0023, ext. 9-3245 or via SERFF.

## Company and Contact

### Filing Contact Information

Grace Holland, Specialist, Paralegal      hollang2@nationwide.com  
Corporate Compliance  
PO Box 182455      800-691-0023 [Phone] 93245 [Ext]  
1-33-102      614-249-2112 [FAX]  
Columbus, OH 43272-8921

**State:** Arkansas **Filing Company:** Nationwide Life Insurance Company  
**TOI/Sub-TOI:** A03I Individual Annuities - Deferred Variable/A03I.003 Single Premium  
**Product Name:** Nationwide Destination Income Annuity Contract Filing  
**Project Name/Number:** /

**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: \$250.00  
 Retaliatory? No  
 Fee Explanation: 5 forms @ \$50 each = \$250.00  
 Per Company: No

Company	Amount	Date Processed	Transaction #
Nationwide Life Insurance Company	\$250.00	08/23/2012	61955529

SERFF Tracking #:

NWFA-128641065

State Tracking #:

Company Tracking #:

VACC-0100AOCV

State:

Arkansas

Filing Company:

Nationwide Life Insurance Company

TOI/Sub-TOI:

A03I Individual Annuities - Deferred Variable/A03I.003 Single Premium

Product Name:

Nationwide Destination Income Annuity Contract Filing

Project Name/Number:

/

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	08/30/2012	08/30/2012

**State:** Arkansas **Filing Company:** Nationwide Life Insurance Company  
**TOI/Sub-TOI:** A03I Individual Annuities - Deferred Variable/A03I.003 Single Premium  
**Product Name:** Nationwide Destination Income Annuity Contract Filing  
**Project Name/Number:** /

## Disposition

Disposition Date: 08/30/2012

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		No
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Certifications of Compliance		Yes
Supporting Document	Important Notice		Yes
Supporting Document	Memorandum of Variables		Yes
Form	Nationwide Destination Income Contract		Yes
Form	Contract Specifications Page		Yes
Form	Application		Yes
Form	IRA Endorsement		Yes
Form	Roth IRA Endorsement		Yes

State: Arkansas

Filing Company:

Nationwide Life Insurance Company

TOI/Sub-TOI: A03I Individual Annuities - Deferred Variable/A03I.003 Single Premium

Product Name: Nationwide Destination Income Annuity Contract Filing

Project Name/Number: /

## Form Schedule

### Lead Form Number: VACC-0100AOCV

Item No.	Schedule Item Status	Form Number	Form Type	Form Name	Action/ Action Specific Data	Readability Score	Attachments
1		VACC-0100AOCV	POLA	Nationwide Destination Income Contract	Initial:	48.300	Contract VACC-0100AOCV.pdf
2		VABB-0101AO	POLA	Contract Specifications Page	Initial:	0.000	Contract Specifications Page VABB-0101AO.pdf
3		VAAA-0106M3	AEF	Application	Initial:	0.000	VAAA-0106M3 Bracketed John Doe.pdf
4		VAZZ-0102AO	CERA	IRA Endorsement	Initial:	0.000	IRA Endorsement VAZZ-0102AO.pdf
5		VAZZ-0103AO	CERA	Roth IRA Endorsement	Initial:	0.000	Roth IRA Endorsement VAZZ-0103AO.pdf

### Form Type Legend:

<b>ADV</b>	Advertising	<b>AEF</b>	Application/Enrollment Form
<b>CER</b>	Certificate	<b>CERA</b>	Certificate Amendment, Insert Page, Endorsement or Rider
<b>DDP</b>	Data/Declaration Pages	<b>FND</b>	Funding Agreement (Annuity, Individual and Group)
<b>MTX</b>	Matrix	<b>NOC</b>	Notice of Coverage
<b>OTH</b>	Other	<b>OUT</b>	Outline of Coverage
<b>PJK</b>	Policy Jacket	<b>POL</b>	Policy/Contract/Fraternal Certificate
<b>POLA</b>	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	<b>SCH</b>	Schedule Pages



NATIONWIDE LIFE INSURANCE COMPANY  
ONE NATIONWIDE PLAZA  
COLUMBUS, OHIO 43215  
[1-877-877-4217]

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

**RIGHT TO EXAMINE AND CANCEL**

**THE CONTRACT OWNER HAS THE RIGHT TO EXAMINE AND CANCEL THE CONTRACT. THE CONTRACT OWNER MAY RETURN THE CONTRACT WITHIN TEN DAYS (THIRTY DAYS IF ISSUED AS A REPLACEMENT) OF THE DATE IT IS RECEIVED BY THE CONTRACT OWNER TO THE HOME OFFICE OF NATIONWIDE OR THE AGENT THROUGH WHOM IT WAS PURCHASED. WHEN NATIONWIDE RECEIVES THE CONTRACT, IT WILL CANCEL THE CONTRACT AND REFUND THE GREATER OF THE PURCHASE PAYMENT, INCLUDING ANY CONTRACT CHARGES DEDUCTED, OR THE CONTRACT VALUE IN FULL, PLUS ANY CONTRACT CHARGES DEDUCTED.**

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

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

Executed for Nationwide on the Date of Issue by:

Secretary

President

**READ YOUR CONTRACT CAREFULLY**

**Individual Single Purchase Payment Deferred Variable Annuity with Guaranteed Lifetime Withdrawal Feature, Non-Participating**

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

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

NOTICE - Details of the variable provisions of this Contract are on Pages 6, 8, and 15.

**TABLE OF CONTENTS**

**CONTRACT SPECIFICATIONS**

**PAGE**.....**Insert**

**DEFINITIONS**..... **3**

**GENERAL PROVISIONS** ..... **5**

- Purpose of the Contract and Nationwide's Intent
- Entire Contract
- Non-Participating
- Incontestability
- Contract Settlement
- Evidence of Survival
- Alteration or Modification
- Assignment
- Protection of Proceeds
- Misstatement of Age or Sex
- Reports
- Number

**CONTRACT EXPENSES**..... **6**

- Variable Account Charges
- Guaranteed Lifetime Withdrawal Fee
- Contract Maintenance Charge
- Deduction for Premium Taxes

**PARTIES TO THE CONTRACT**..... **7**

- Nationwide
- Contract Owner
- Annuitant
- Contingent Annuitant
- Beneficiary and Contingent Beneficiary
- Changes of Parties Named in the Contract

**VARIABLE ACCOUNT PROVISIONS** ..... **8**

- Variable Account
- Accumulation Unit Value
- Valuation of Underlying Mutual Fund Shares
- Substitution of Underlying Mutual Fund Shares
- Net Investment Factor
- Transfers

**OPERATION OF THE CONTRACT** ..... **9**

- Purchase Payment
- Surrenders
- Suspension or Delay of Surrender
- Guaranteed Lifetime Withdrawal Feature
  - Spousal Continuation Option*
  - Guaranteed Lifetime Withdrawal Amount*
  - Ratchet Opportunities*
  - Early Withdrawals*
  - Excess Withdrawals*
  - Guaranteed Lifetime Withdrawals when the Contract Value Reaches Zero*
  - Settlement Options*

**DEATH PROVISIONS** ..... **13**

- Death of Contract Owner/Annuitant
- Death Benefit
- Death Benefit Payment

**ANNUITIZATION** ..... **14**

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

**ANNUITY PAYMENT OPTIONS** ..... **16**

- Selection of Annuity Payment Option
- Single Life Annuity
- Standard Joint and Survivor Annuity
- Single Life with 10 or 20 Year Term Certain
- Any Other Option
- Confirmation of Annuity Payments

**TABLES** ..... **18**

## **DEFINITIONS**

**Accumulation Unit** - An accounting unit of measure used to calculate the Variable Account value prior to the Annuitization Date.

**Annuitant** - The person upon whose continuation of life any annuity payments involving life contingencies depends. Except in the case of non-natural Contract Owner, the Annuitant and Contract Owner must be the same person.

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

**Annuitization Date** - The date the annuity payments actually commence.

**Annuity Commencement Date** - The date on which annuity payments are scheduled to commence.

**Annuity Payment Option** - The chosen form of annuity payments. Several options are available under the Contract.

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

**Beneficial Contract Owner** - a Beneficiary who inherits the Contract and continues to hold it as a Beneficiary (as opposed to treating the Contract as his/her own) for tax purposes.

**Beneficiary(ies)** - The person(s) or entity(ies), such as a trust, designated to receive certain benefits under the Contract upon the death of the Annuitant prior to the Annuitization Date.

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

**Contingent Annuitant** - The Contingent Annuitant may be the recipient of certain rights or benefits under the Contract when the Annuitant dies before the Annuitization Date. If named, the Contingent Annuitant must be the Contract Owner/Annuitant's spouse on the Date of Issue.

**Contingent Beneficiary(ies)** - The person(s) or entity(ies), such as a trust, designated to be the Beneficiary if the named Beneficiary is not living at the time of the death of the Annuitant.

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

**Contract Anniversary** - Commencing with the Date of Issue, each recurring 12 month anniversary during the life of the Contract.

**Contract Owner** - The person who possesses all rights under the Contract, including the right to designate and change parties named in the Contract, Annuity Payment Option, and the Annuity Commencement Date.

**Contract Value** - With respect to a Contract, the sum of the value of all Accumulation Units.

**Contract Year** - Each 12 month period the Contract remains in force commencing with the Date of Issue.

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

**Death Benefit** - The benefit that is payable upon the death of the Annuitant, unless a Contingent Annuitant has been named. If the Annuitant dies after the Annuitization Date, any benefit that may be payable will be as specified in the Annuity Payment Option elected.

**Early Withdrawal** - Any Surrender from the Contract taken before the Guaranteed Lifetime Withdrawal Start Date.

**Excess Withdrawal** - The portion of total Surrenders taken during a Contract Year that exceed the Guaranteed Lifetime Withdrawal Amount for that Contract Year. Amounts Surrendered in excess of the Guaranteed Lifetime Withdrawal Amount pursuant to the Required Minimum Distribution Privilege section are not included for purposes of determining the amount of any Excess Withdrawal.

**Fixed Payment Annuity** - An annuity providing for payments that are guaranteed by Nationwide as to dollar amount during Annuitization.

**Guaranteed Lifetime Withdrawal Amount** - The maximum amount that can be Surrendered from the Contract during a Contract Year without reducing the Guaranteed Lifetime Withdrawal Base. This value is calculated by multiplying the Guaranteed Lifetime Withdrawal Percentage by the Guaranteed Lifetime Withdrawal Base. This amount is non-cumulative, meaning that it cannot be carried over from one Contract Year to the next.

**Guaranteed Lifetime Withdrawal Base** - The value calculated under the Guaranteed Lifetime Withdrawal Feature provision that is multiplied by the Guaranteed Lifetime Withdrawal Percentage to determine the Guaranteed Lifetime Withdrawal Amount. The Initial Guaranteed Lifetime Withdrawal Base is shown on the Contract Specifications Page.

**Guaranteed Lifetime Withdrawal Percentage** - The percentage multiplied by the Guaranteed Lifetime Withdrawal Base to determine the Guaranteed Lifetime Withdrawal Amount. The Guaranteed Lifetime Withdrawal Percentage is shown on the Contract Specifications Page.

**Guaranteed Lifetime Withdrawal Start Date** - The earliest date the Contract Owner can begin taking the Guaranteed Lifetime Withdrawal Amount. This date is specified on the Contract Specifications Page.

**Home Office** - Nationwide's main office located in Columbus, Ohio.

**Nationwide** - Nationwide Life Insurance Company.

**Purchase Payment** - A deposit of money into the Contract by the Contract Owner. The term Purchase Payment does not include transfers among the Sub-Accounts. The Purchase Payment is shown on the Contract Specifications Page.

**Ratchet Amount** - The amount added to the Guaranteed Lifetime Withdrawal Base if the Contract Value exceeds the Guaranteed Lifetime Withdrawal Base on a Contract Anniversary. The Ratchet Amount, if any, is equal to the then current Contract Value minus the Guaranteed Lifetime Withdrawal Base prior to application of the Ratchet Amount.

**State of Issue** - The jurisdiction where this Contract has been issued for delivery. For purposes of this Contract, the term includes the District of Columbia, Puerto Rico and any state, territory, or possession of the United States of America.

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

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

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

**Underlying Mutual Funds** - The registered management investment companies in which the assets of the Sub-Accounts of the Variable Account will be invested.

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

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

**Variable Account** - A separate investment account of Nationwide into which the Purchase Payment is allocated.

**Variable Payment Annuity** - An annuity providing payments that are not predetermined or guaranteed as to dollar amount and that vary in amount with the investment experience of the Variable Account.

## **GENERAL PROVISIONS**

### **Purpose of the Contract and Nationwide's Intent**

The purpose and intent of this Contract is to serve as a rollover vehicle for participants in employer sponsored retirement plans that offer in-plan guaranteed withdrawal features provided by Nationwide. This Contract permits the roll-over of accrued guaranteed withdrawal benefits including the Initial Guaranteed Lifetime Withdrawal Base and Guaranteed Lifetime Withdrawal Percentage, as well as any elected spousal continuation benefit.

### **Entire Contract**

The Contract and a copy of any attached application, including any attached supplemental applications, together with any amendments, endorsements, or options, make up the entire agreement between Nationwide and the Contract Owner.

All statements made by the applicant for the issuance of the Contract shall, in the absence of fraud, be deemed representations and not warranties.

### **Non-Participating**

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

### **Incontestability**

Except for fraud in the procurement of the Contract, where permitted by law in the State of Issue, after this Contract has been in force during the lifetime of the Annuitant for two years from the Date of Issue, or effective date of any Contract change requiring underwriting, we will not contest it. The Contract may only be contested on the basis of statements material to risks intended to be accepted by Nationwide contained in any attached application.

### **Contract Settlement**

Nationwide may require that the Contract be returned to the Home Office prior to making any payments. All sums payable to or by Nationwide under this Contract are payable at the Home Office.

### **Evidence of Survival**

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

### **Alteration or Modification**

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

Provisions of the Contract may be modified or superseded as required by the terms of applicable law. Where required, other changes to the Contract will be made only with mutual agreement of Nationwide and the Contract Owner. As required, a copy of the amendment will be furnished to the Contract Owner.

### **Assignment**

This Contract is only available as an IRA or Roth IRA pursuant to Sections 408 or 408A of the Code. It may not be sold, discounted, assigned, pledged or transferred for the performance of any obligation to any person other than the Contract Owner, or as otherwise allowed by applicable law.

### **Protection of Proceeds**

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

### **Misstatement of Age or Sex**

If the age or sex of the Annuitant has been misstated, all payments and benefits under the Contract will be adjusted. Payments and benefits will be made, based on the correct age or sex. Proof of age of an Annuitant may be required at any time, in a form satisfactory to Nationwide. When age or sex has been misstated, the dollar amount of any overpayment will be deducted from the next payment or payments due under the Contract. The dollar amount of any underpayment made by Nationwide as a result of an age or sex misstatement will be paid in full with the next payment due under the Contract.

Any adjustment for overpayment or underpayment will include interest charged or credited, as applicable, at a rate of 5% per annum.

## **Reports**

Prior to the Annuitization Date, a report showing the Contract Value will be provided to the Contract Owner at least once each year. The information provided in the report will be as of a date no more than four months prior to the date of mailing.

The report will contain at least the following information:

- (1) the beginning and ending dates of the report period;
- (2) the Contract Value at the beginning and ending of the report period;
- (3) amounts credited to and deducted from the Contract Value during the report period, including Contract charges;
- (4) the Guaranteed Lifetime Withdrawal Base, Guaranteed Lifetime Withdrawal Percentage and the Guaranteed Lifetime Withdrawal Amount for the earliest possible Surrender of the Guaranteed Lifetime Withdrawal Amount; and
- (5) the Surrender Value at the end of the reporting period and any other information required by federal law or law in the State of Issue.

Additional reports are available upon request for no additional charge.

## **Number**

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

## **CONTRACT EXPENSES**

The charges described in this provision are shown on the Contract Specifications Page. Each charge may include a margin for overall expenses, profit, and the required reserve associated with this Contract.

## **Variable Account Charges**

### **Administrative Charge**

The administrative charge compensates Nationwide for the administrative costs associated with providing Contract benefits to the Contract Owner. The administrative charge is computed on a daily basis and is equal to an annualized rate of 0.20% of the daily net assets of the Variable Account.

### **Mortality and Expense Risk Charge**

The mortality and expense risk charge compensates Nationwide for expenses to distribute, issue and maintain annuity Contracts, as well as compensating Nationwide for investment and longevity risk.

Nationwide deducts the mortality and expense risk charge from the Variable Account. This amount is computed on a daily basis and is equal to an annualized rate of 0.50% of the daily net assets of the Variable Account.

### **Guaranteed Lifetime Withdrawal Fee**

The Guaranteed Lifetime Withdrawal Fee is stated on the Contract Specifications Page. It compensates Nationwide for investment and longevity risk.

Nationwide deducts an annual charge as a percentage of the Guaranteed Lifetime Withdrawal Base.

The fee is assessed in arrears on each Contract Anniversary, prior to the application of any Ratchet Amount. In the event of a full Surrender of the Contract, a prorated fee will be deducted. The fee is taken proportionally from each Sub-Account in which the Contract Owner is invested at the time the charge is taken.

If the optional Spousal Continuation Option is elected, Nationwide will apply the Reduction Percentage shown on the Contract Specifications Page in addition to assessing the Guaranteed Lifetime Withdrawal Fee. The Reduction Percentage is already reflected in the Guaranteed Lifetime Withdrawal Percentage shown on the Contract Specifications Page. The Reduction Percentage is a roll-over value if one is available; otherwise, the Reduction Percentage is determined by Nationwide on the Date of Issue based on the age the Contingent Annuitant has, or will have, attained on the Guaranteed Lifetime Withdrawal Start Date.

### **Contract Maintenance Charge**

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

### **Deduction for Premium Taxes**

Nationwide will charge against the Contract Value the amount of any premium taxes levied by a state or any other government entity upon the Purchase Payment received by Nationwide. The method used to recoup premium taxes will be determined by Nationwide in compliance with applicable state law. Nationwide currently deducts such charges from the Contract Value either (1) at the time the Contract is Surrendered, (2) at the Annuitization Date, or (3) at such earlier date as Nationwide may be subject to such taxes. Premium taxes will also be deducted from Death Benefit proceeds.

## **PARTIES TO THE CONTRACT**

### **Nationwide**

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

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

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

### **Contract Owner**

The Contract Owner has all rights under the Contract before the Annuitization Date. Beneficial Contract Owners are not permitted.

### **Annuitant**

The Annuitant is the person who will receive annuity payments upon Annuitization. The Annuitant must be age 90 or younger at the time of Contract issuance unless Nationwide approves a request for the Annuitant to be older.

The Contract Owner must be the Annuitant, except for Contracts under custodial ownership within an individual retirement account, and the entire interest of the Annuitant in the Contract is nonforfeitable.

### **Contingent Annuitant**

Designation of a Contingent Annuitant is only permitted in conjunction with election of the Spousal Continuation Option. The Contingent Annuitant must be the Contract Owner/Annuitant's spouse on the Date of Issue. If the Annuitant dies before the Annuitization Date, the Contingent Annuitant becomes the Annuitant. The Contingent Annuitant must be between the ages of 40 and 90 on the Guaranteed Lifetime Withdrawal Start Date unless Nationwide has approved a request for a Contingent Annuitant of lesser or greater age. All provisions of the Contract that are based on the death of the Annuitant prior to the Annuitization Date will be based on the death of the last survivor of the Annuitant and Contingent Annuitant.

### **Beneficiary and Contingent Beneficiary**

If there is no surviving Contingent Annuitant, only permitted in conjunction with election of the Spousal Continuation Option, the Beneficiary is the person who will receive benefits under the Contract if the Annuitant dies prior to the Annuitization Date.

If more than one Beneficiary survives the Annuitant, and there is no surviving Contingent Annuitant, each will share equally unless otherwise specified in the Beneficiary designation. If there is no surviving Contingent Annuitant and no Beneficiary survives the Annuitant, all rights and interest of such parties will vest in the Contingent Beneficiary, and if more than one Contingent Beneficiary survives, each will

share equally unless otherwise specified in the Contingent Beneficiary designation. If no Contingent Beneficiary survives the Annuitant or Contingent Annuitant, all rights and interest of the Contract will vest with the last surviving Contract Owner's estate.

### **Changes of Parties Named in the Contract**

This Contract is only available for issue as an IRA or Roth IRA. The Contract Owner cannot assign the contract or transfer ownership (except to appoint or remove a custodial owner) or name someone other than him or herself as Annuitant.

## **VARIABLE ACCOUNT PROVISIONS**

### **Variable Account**

The value of the Variable Account is the sum of the value of all Accumulation Units under the Contract.

Nationwide has allocated a part of its assets for the Contract and other contracts to the Variable Account. Such assets of the Variable Account remain the property of Nationwide. However, they may not be charged with the liabilities from any other business in which Nationwide may take part.

The Variable Account is divided into Sub-Accounts that invest in shares of the Underlying Mutual Funds. The Purchase Payment is allocated among one or more of these Sub-Accounts, as designated by the Contract Owner, and are subject to the terms and conditions of the Underlying Mutual Funds.

### **Accumulation Unit Value**

The number of Accumulation Units for each Sub-Account of the Variable Account is found by dividing: (1) the net amount allocated to the Sub-Account; by (2) the Accumulation Unit value for the Sub-Account for the Valuation Period during which Nationwide received the Purchase Payment.

When the Underlying Mutual Fund shares were first established, the value of an Accumulation Unit for each Sub-Account of the Variable Account was arbitrarily set at \$10. The value for any later Valuation Period is found as follows:

The Accumulation Unit value for each Sub-Account for the last prior Valuation Period is multiplied by the net investment factor for the Sub-Account for the next following Valuation Period. The result is the

Accumulation Unit value. The value of an Accumulation Unit may increase or decrease from one Valuation Period to the next. The number of Accumulation Units will not change as a result of investment experience.

### **Valuation of Underlying Mutual Fund Shares**

Underlying Mutual Fund shares in the Variable Account will be valued at their net asset value.

### **Substitution of Underlying Mutual Fund Shares**

If the shares of the Underlying Mutual Funds should no longer be available for investment by the Separate Account or if in the judgment of Nationwide's management, further investment in such Underlying Mutual Fund's shares should be inappropriate in view of the purposes of the Contract, Nationwide may substitute shares of another Underlying Mutual Fund for Underlying Mutual Fund shares already purchased, or to be purchased in the future, under the Contract.

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

### **Net Investment Factor**

The net investment factor is an index applied to measure the investment performance of a Sub-Account from one Valuation Period to the next. The net investment factor may be greater or less than one; therefore, the value of an Accumulation Unit may increase or decrease.

The net investment factor for any Sub-Account for any Valuation Period is determined by: dividing (a) by (b) and subtracting (c) from the result, where:

- (a) is the net of:
  - 1. the net asset value per share of the Underlying Mutual Fund held in the Sub-Account, determined at the end of the current Valuation Period; plus

2. the per share amount of any dividend or capital gains distributions made by the Underlying Mutual Fund held in the Sub-Account, if the "ex-dividend" date occurs during the current Valuation Period;
- (b) is the net result of the net asset value per share of the Underlying Mutual Fund held in the Sub-Account, determined at the end of the last prior Valuation Period;
  - (c) is a factor representing the Variable Account annual expenses, plus any additional charges for any options which become a part of the Contract.

Certain funds credit dividends on a daily basis and pay such dividends once a month. For such funds, the net investment factor on each Valuation Date reflects the daily dividend credited.

### **Transfers**

Generally, transfers may be made among the Sub-Accounts 20 times per year. Transfers in excess of 20 will only be accepted in writing via ordinary U.S. mail. Nationwide reserves the right to reject or not recognize transfers whenever federal law requires.

All transfers involving the purchase or redemption of mutual fund shares by the Variable Account, however, may be subject to restrictions or requirements imposed by the Underlying Mutual Fund. Such restrictions or requirements may include the assessment of short-term trading fees in connection with transfers from a Sub-Account that occur within a certain number of days following the date of allocation to the Sub-Account. Such fees may vary by Sub-Account, but will only apply to those Sub-Accounts corresponding to Underlying Mutual Funds that explicitly require the assessment of such fees.

In addition, Nationwide reserves the right to refuse or limit any transfer requests, or take any other action it deems necessary with respect to transfers among certain Sub-Accounts in order to protect Contract Owners, Annuitants, and Beneficiaries from negative investment results that may arise due to short-term trading strategies, or other harmful investment practices, employed by certain Contract Owners or

by third parties acting on behalf of certain Contract Owners. Failure by Nationwide to take action in any one or more instances with respect to this section shall not be deemed or construed as a further or continuing waiver of this section.

Transfers among the Sub-Accounts of the Variable Account must be made prior to the Annuitization Date.

## **OPERATION OF THE CONTRACT**

### **Purchase Payment**

The Contract is provided in return for the single Purchase Payment. The Purchase Payment is due on the Date of Issue. No Purchase Payments are permitted after the initial Purchase Payment. There is no minimum initial Purchase Payment; however, the Initial Guaranteed Lifetime Withdrawal Base must be at least \$5,000.

The cumulative total of all Purchase Payments under this and any other annuity contract(s) issued by Nationwide having the same Contract Owner and/or Annuitant may not exceed \$1,000,000 without the prior written consent of Nationwide.

### **Surrenders**

**Surrenders, other than Surrenders of the Guaranteed Lifetime Withdrawal Amount and/or pursuant to the Required Minimum Distribution privilege, decrease the Guaranteed Lifetime Withdrawal Base. See the "Early Withdrawal" and "Excess Withdrawal" subsections of the "Guaranteed Lifetime Withdrawal Amount" section of the Contract for details.**

Prior to the earlier of the Annuitization Date or the death of the Annuitant, the Contract Owner may Surrender part or all of the Contract Value. A Surrender request must be in writing or in a form otherwise acceptable to Nationwide. Nationwide reserves the right to require that the signature(s) be guaranteed by a member firm of a major stock exchange or other depository institution qualified to give such a guaranty.

When written application and proof of interest are received, Nationwide will Surrender the number of Variable Account Accumulation Units and any amount from any other options under this Contract in

proportion to the value in each option at the time of the Surrender request. Unless otherwise requested, the amount received by the Contract Owner will equal the dollar amount requested less any premium taxes that apply.

The amount that is Surrendered from each underlying Sub-Account will be in the same proportion that each Sub-Account bears to the total Variable Account.

The Surrender value will be paid to the Contract Owner within seven days of the date Nationwide receives, at its Home Office, the properly executed Surrender request from the Contract Owner.

### **Suspension or Delay of Surrender**

Nationwide has the right to suspend or delay the date of any Surrender from the Variable Account for any period:

1. When the New York Stock Exchange is closed;
2. When trading on the New York Stock Exchange is restricted;
3. When an emergency exists as a result of which disposal of securities held in the Variable Account is not reasonably practicable or it is not reasonably practicable to fairly determine the value of the net assets of the Variable Account; or
4. During any other period when the Securities and Exchange Commission, by order, so permits for the protection of security holders.

Rules and regulations of the Securities and Exchange Commission may govern as to whether certain conditions set forth above exist. Payment of funds will be made within seven days of receipt of both proper written application and proof of interest satisfactory to Nationwide.

### **Guaranteed Lifetime Withdrawal Feature**

Beginning on the Guaranteed Lifetime Withdrawal Start Date, the Guaranteed Lifetime Withdrawal feature offers the option to take Surrenders of the annual Guaranteed Lifetime Withdrawal Amount from the Contract even if the Contract Value falls to zero due to poor market performance. The Guaranteed Lifetime Withdrawal Amount is non-cumulative. This means any part of the Guaranteed

Lifetime Withdrawal Amount not taken during a given Contract Year cannot be added to the available Guaranteed Lifetime Withdrawal Amount in any later Contract Years.

After the Guaranteed Lifetime Withdrawal Start Date, the Contract Owner may, but is not required to, take Surrenders of the Guaranteed Lifetime Withdrawal Amount until the earlier of a full Surrender of the Contract, reduction of the Guaranteed Lifetime Withdrawal Base to zero, Annuitization, or the death of the Contract Owner/Annuitant, or if the Spousal Continuation Option is elected, until the death of the last survivor of the Annuitant and Contingent Annuitant.

Upon Annuitization of the Contract, the Guaranteed Lifetime Withdrawal Fee will no longer be assessed and all benefits associated with the Guaranteed Lifetime Withdrawal feature will terminate. Upon the Contract Owner's death, the benefits associated with the Guaranteed Lifetime Withdrawal feature terminate, unless the Spousal Continuation Option is elected and there is a surviving spouse.

If the Spousal Continuation Option is elected, the surviving spouse can elect to receive the Guaranteed Lifetime Withdrawal Amount after the death of the Contract Owner/Annuitant. See the Spousal Continuation Option section.

Although Surrenders up to the Guaranteed Lifetime Withdrawal Amount taken after the Guaranteed Lifetime Withdrawal Start Date do not reduce the Guaranteed Lifetime Withdrawal Base, they do reduce the Contract Value and the Death Benefit.

### *Spousal Continuation Option*

The Contract Owner may elect, **only at the time of application**, to add the Spousal Continuation Option.

**If this option is elected, the Reduction Percentage shown on the Contract Specifications Page will apply. The Reduction Percentage is already reflected in the Guaranteed Lifetime Withdrawal Percentage.** The Reduction Percentage is a roll-over value if one is available; otherwise, the Reduction Percentage is determined by Nationwide on the Date of Issue based on the age the Contingent Annuitant has, or will have, attained on the Guaranteed Lifetime Withdrawal Start Date.

This benefit allows the Contract Owner's spouse to begin or continue, as applicable, to receive the Guaranteed Lifetime Withdrawal Amount after the Contract Owner/Annuitant dies. This will affect the timing of the Death Benefit. For additional information on how this affects the Death Benefit, please see the "Death Benefit Payment" section.

If the Spousal Continuation Option is elected, the following conditions must be satisfied:

- (1) both spouses must be between the ages of 40 and 90 on the Guaranteed Lifetime Withdrawal Start Date;
- (2) Surrenders of the Guaranteed Lifetime Withdrawal Amount can begin on or after the Guaranteed Lifetime Withdrawal Start Date;
- (3) the Contract Owner's spouse must be named as the Contingent Annuitant; and
- (4) the Contract Owner's spouse must be named as the only primary Beneficiary.

#### Termination of the Spousal Continuation Option

If the Contract Owner's marriage terminates prior to the Guaranteed Lifetime Withdrawal Start Date, Nationwide will remove the Spousal Continuation Option upon the Contract Owner's written request and evidence of the marriage termination that is satisfactory to Nationwide. Upon removal, the Spousal Continuation Option Reduction Percentage will no longer apply. Once the Spousal Continuation Option is removed from the Contract, the benefit may not be re-elected or added to cover a subsequent spouse.

If the marriage terminates after the Guaranteed Lifetime Withdrawal Start Date the Contract Owner may not remove the Spousal Continuation Option from the Contract.

#### *Guaranteed Lifetime Withdrawal Amount*

The Guaranteed Lifetime Withdrawal Amount is calculated on and after the Guaranteed Lifetime Withdrawal Start Date by multiplying the Guaranteed Lifetime Withdrawal Base by the Guaranteed Lifetime Withdrawal Percentage at the time of a Surrender and subtracting any Surrenders of the Guaranteed Lifetime Withdrawal Amount already taken during the Contract Year.

If the Guaranteed Lifetime Withdrawal Amount is scheduled to be \$100 or less, Nationwide may require the interval of payment to be modified so the Lifetime Withdrawal Amount will equal more than \$100. In no case will scheduled lifetime withdrawals be modified to an interval greater than annual.

The Initial Guaranteed Lifetime Withdrawal Base and Guaranteed Lifetime Withdrawal Percentage are established by roll-over into the Contract on the Date of Issue. These values are stated on the Contract Specifications Page. The Guaranteed Lifetime Withdrawal Percentage will not change unless the Spousal Continuation Option is terminated resulting in removal of the Spousal Continuation Option Reduction Percentage. The Initial Guaranteed Lifetime Withdrawal Base must be at least \$5,000. The Guaranteed Lifetime Withdrawal Base is subject to change in the event of ratchet opportunities, Early Withdrawals, and/or Excess Withdrawals.

**The Guaranteed Lifetime Withdrawal Base cannot be Surrendered as a lump sum and is not payable as a death benefit.**

**Withdrawal of the "Guaranteed Lifetime Withdrawal Amount" will not reduce the Guaranteed Lifetime Withdrawal Base but will reduce the Contract Value and Death Benefit. "Early Withdrawals" and "Excess Withdrawals" could reduce future benefits under this feature by more than the dollar amount of the Surrender.**

**Surrenders prior to age 59 1/2 may result in the immediate application of penalties, in addition to taxes, under Section 72 of the Code.**

#### *Ratchet Opportunities*

Unless otherwise instructed, on each Contract Anniversary Nationwide will compare the Guaranteed Lifetime Withdrawal Base and the Contract Value. If the Contract Value is greater, the Guaranteed Lifetime Withdrawal Base will be increased by the applicable Ratchet Amount.

The Contract Owner, Annuitant in the case of a non-natural Contract Owner, may elect in writing to discontinue the ratchet feature. You may subsequently elect in writing to resume the ratchet feature.

### *Early Withdrawals*

Early Withdrawals reduce the Guaranteed Lifetime Withdrawal Base by an amount equal to the greater of:

- (1) the dollar amount of the Early Withdrawal;  
or
- (2) the ratio of the dollar amount of the Early Withdrawal to the Contract Value, multiplied by the Guaranteed Lifetime Withdrawal Base.

When the Contract Value exceeds the current Guaranteed Lifetime Withdrawal Base, Early Withdrawals will typically result in a dollar amount reduction to the Guaranteed Lifetime Withdrawal Base. When the Contract Value is less than the current Guaranteed Lifetime Withdrawal Base, Early Withdrawals will typically result in a proportional reduction to the Guaranteed Lifetime Withdrawal Base.

### *Excess Withdrawals*

After the Guaranteed Lifetime Withdrawal Start Date, the Contract Owner may Surrender more than the Guaranteed Lifetime Withdrawal Amount, provided that the Contract Value is greater than zero. However, Excess Withdrawals will reduce the Guaranteed Lifetime Withdrawal Base, and consequently, the Guaranteed Lifetime Withdrawal Amount calculated for subsequent Contract Years. Excess Withdrawals, will reduce the Guaranteed Lifetime Withdrawal Base by an amount equal to the greater of:

- (1) the dollar amount of the Surrender above the Guaranteed Lifetime Withdrawal Amount;  
or
- (2) the ratio of the dollar amount of the Surrender above the Guaranteed Lifetime Withdrawal Amount to the Contract Value (which has been reduced by the amount of the Surrender attributable to the Guaranteed Lifetime Withdrawal Amount), multiplied by the Guaranteed Lifetime Withdrawal Base.

When the Contract Value exceeds the current Guaranteed Lifetime Withdrawal Base, Excess Withdrawals will typically result in a dollar amount

reduction to the Guaranteed Lifetime Withdrawal Base. When the Contract Value is less than the current Guaranteed Lifetime Withdrawal Base, Excess Withdrawals will typically result in a proportional reduction to the Guaranteed Lifetime Withdrawal Base.

### Required Minimum Distribution Privilege

Nationwide provides a Required Minimum Distribution privilege (RMD privilege). The RMD privilege allows the Contract Owner to Surrender Contract Value in excess of the Guaranteed Lifetime Withdrawal Amount without reducing the Guaranteed Lifetime Withdrawal Base to the extent such Excess Withdrawal is for the sole purpose of meeting the Minimum Distribution requirements for this Contract.

In order to qualify for the RMD privilege, the Contract Owner must participate in Nationwide's required Minimum Distribution program. Nationwide reserves the right to modify or eliminate the RMD privilege if there is any change to the Code or Internal Revenue Service rules relating to required Minimum Distributions, including the issuance of relevant Internal Revenue Service guidance.

### *Guaranteed Lifetime Withdrawals when the Contract Value Reaches Zero*

Once the Contract Value falls to zero, the Contract Owner is no longer permitted to take Surrenders above the Guaranteed Lifetime Withdrawal Amount. If the Contract Value totals zero but the Guaranteed Lifetime Withdrawal Base is greater than zero Nationwide will notify the Contract Owner of the following three options:

- 1) continue to take withdrawals equal to the Guaranteed Lifetime Withdrawal Amount until the Contract Owner's death; if the Spousal Continuation Option is elected, withdrawals will continue until either the later of the Contract Owner's or the spouse's death;
- 2) elect the age-based lump sum settlement option described below; or
- 3) elect the underwritten lump sum settlement option as described below.

The Contract Owner will have 60 days from the date of Nationwide's notification letter to make an election. Once an election is made, the election is irrevocable. If an election is not made within 60 days, Nationwide will assume that the Contract Owner has elected to continue to take Guaranteed Lifetime Withdrawals.

*Settlement Options*

Age-Based Lump Sum Settlement Option

The Contract Owner can elect to take an Age-Based lump sum settlement equal to the current Guaranteed Lifetime Withdrawal Amount multiplied by the annual benefit multiplier listed below:

<b>Contract Owner's Age</b>	<b>Annual Benefit Multiplier</b>
Up to Age 70	5.5
71-75	4.5
76-80	3.5
81-85	2.5
86-90	2.0
91-95	1.5
96+	1.0

If the Spousal Continuation Option is elected and both spouses are alive on the date this option is elected Nationwide will use the age of the younger Contract Owner minus three years to determine the Annual Benefit Multiplier.

Underwritten Lump Sum Settlement Option

The Contract Owner may choose an underwritten lump sum settlement option after the Contract Value falls to zero and the Guaranteed Lifetime Withdrawal Base is greater than zero. The Underwritten Lump Sum Settlement amount shall be based upon the attained age, sex, and health information provided to us on a Nationwide form attested to by a certified physician of the Contract Owner's choice. The underwritten lump sum settlement option will generally pay a larger amount than the age-based lump sum settlement option when the Contract Owner is healthier than the normal population. Regardless of age or health, the Underwritten Lump Sum Settlement amount will never be less than the age-based lump sum settlement option amounts shown in the chart above.

**DEATH PROVISIONS**

**Death of Contract Owner/Annuitant**

If the Contract Owner/Annuitant dies prior to the Annuitization Date and there is a surviving Contingent Annuitant, the Contingent Annuitant becomes the Contract Owner/Annuitant. If there is no surviving Contingent Annuitant, the Death Benefit will be payable to the Beneficiary, Contingent Beneficiary, or the last surviving Contract Owner's estate, as specified in the Beneficiary section and distributed in accordance with the Code.

**Death Benefit**

The Death Benefit is equal to the Contract Value at the time of payment.

**Death Benefit Payment**

The value of the Death Benefit will be determined as of the Valuation Date coincident with, or next following the date Nationwide receives in writing at the Home Office the following three items: (1) proper proof of the last surviving Annuitant's death; (2) an election specifying distribution method; and (3) any applicable state required form(s).

Proof of death is either:

- (1) a copy of a certified death certificate;
- (2) a copy of a certified decree of a court of competent jurisdiction as to the finding of death;
- (3) a written statement by a medical doctor who attended the deceased; or
- (4) any other proof satisfactory to Nationwide.

The Beneficiary must elect a method of distribution that complies with the "Minimum Required Distribution Privilege" provision of this Contract. The Beneficiary may elect to receive such Death Benefit in the form of: (1) a lump sum distribution; (2) an annuity payout; or (3) any distribution that is permitted under state and federal regulations and is acceptable by Nationwide.

If the Contract has multiple Beneficiaries entitled to receive a portion of the Death Benefit, the Contract Value will continue to be allocated according to the

most recent allocation instructions until all Death Benefits are paid. Amounts not paid will stay in most recent allocations until the Beneficiary instructs otherwise.

Payment of the Death Benefit will be made or will commence within 30 days after receipt of proof of death and notification of the election.

If the Contract Owner selected the Spousal Continuation Option, the Death Benefit will not be paid until the death of the last surviving Annuitant. This means that if the Contract Owner selected the Spousal Continuation Option, upon the Contract Owner/Annuitant's death, the Contract Owner/Annuitant's spouse will be able to take Guaranteed Lifetime Withdrawals until his/her death, Surrender of the Contract or Annuitization.

### **ANNUITIZATION**

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

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

#### **Annuity Commencement Date**

The Annuity Commencement Date is selected by the Contract Owner. The date must be at least two years after the Date of Issue. If an Annuity Commencement Date is not selected, it will be the date the Annuitant reaches age 70 1/2.

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

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

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

#### **Annuitization Process**

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

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

Actual purchase rates used to determine annuity payments will be those in effect on the Annuitization Date. Annuity benefits at the time of their commencement will not be less than those that would be provided by the application of the Surrender Value to purchase a single premium immediate annuity contract at purchase rates offered by Nationwide at the time to the same class of annuitants.

Notwithstanding any guaranteed annuity purchase rates stated in the Contract, the annuity purchase rates available on the Annuity Commencement Date will not provide less income than the Guaranteed Lifetime Withdrawal Amount in effect at the time of Annuitization.

#### **Calculation of Fixed Annuity Payments**

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

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

<b>Annuitization Date</b>	<b>Adjusted Age*</b>
2012 - 2015	Age last birthday minus 5 years
2016 - 2022	Age last birthday minus 6 years
2023 - 2029	Age last birthday minus 7 years
2030 - 2036	Age last birthday minus 8 years
2037 - 2043	Age last birthday minus 9 years
2044 and thereafter	Age last birthday minus 10 years, minus one additional year for payments beginning in each succeeding ten year period.

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

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

#### **Calculation of Variable Annuity Payments**

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

A variable payment annuity is a series of payments that are not predetermined or guaranteed as to dollar amount and that vary in amount with the investment experience of the Sub-Accounts selected by the Contract Owner. After the Annuitization Date, transfers among the available Sub-Accounts are permitted only once per calendar year.

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

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

<b>Annuitization Date</b>	<b>Adjusted Age*</b>
2012- 2015	Age last birthday minus 5 years
2016 - 2022	Age last birthday minus 6 years
2023 - 2029	Age last birthday minus 7 years
2030 - 2036	Age last birthday minus 8 years
2037 - 2043	Age last birthday minus 9 years
2044 and thereafter	Age last birthday minus 10 years, minus one additional year for payments beginning in each succeeding ten year period.

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

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

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

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

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

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

- (1) the dollar amount of the first annuity payment is divided by the Annuity Unit value as of the Annuitization Date. This result establishes the fixed number of Annuity Units for each monthly annuity payment after the first. The number of Annuity Units remains fixed during the annuity payment period;
- (2) the fixed number of Annuity Units is multiplied by the Annuity Unit value for the Valuation Date for which the payment is due. This result establishes the dollar amount of the payment.

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

### **Frequency and Amount of Payments**

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

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

### **Large Size Annuity Contracts**

Any references in this Contract to Purchase Payment amounts in excess of \$1,000,000 are assumed to have been approved by Nationwide as described in the "Purchase Payments" subsection of the "Operation of the Contract" section.

Notwithstanding any other provision in the Contract, the following will apply to all issued Contracts for which cumulative Purchase Payments received, and/or the Contract Value annuitized, exceed

\$2,000,000. Nationwide may limit the available Annuity Payment Option to a fixed Single Life with a guaranteed period of payments through age 95 or 20 years (whichever is greater).

In addition, Nationwide may limit the amount of the Contract Value applied to an Annuity Payment Option to \$5,000,000 per Contract and/or for all Nationwide issued annuity contracts with the same Annuitant. For amounts in excess of \$5,000,000, the Contract Owner must:

- (1) reduce the amount to be annuitized to \$5,000,000 or less by taking a partial Surrender from the Contract;
- (2) reduce the amount to be annuitized to \$5,000,000 or less by exchanging the portion of the Contract Value in excess of \$5,000,000 to another annuity contract; or
- (3) annuitize the portion of the Contract Value in excess of \$5,000,000 under an Annuity Payment Option with a term certain, if available.

### **ANNUITY PAYMENT OPTIONS**

#### **Selection of Annuity Payment Option**

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

- (1) If no Annuity Payment Option is selected, Nationwide will automatically set it as a variable payment life annuity with a guaranteed period of 240 months.
- (2) Whether the Annuity Payment Option is selected by the Contract Owner or established automatically by Nationwide the Annuity Payment Option may not be changed.
- (3) Annuity Payment Options available may be limited based on age of the Annuitant (and any designated second person upon whose continuation of life any lifetime payments may depend).
- (4) Annuity Payment Options may also be limited based on requirements under the Code.

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

### **Single Life Annuity**

The amount to be paid under this option will be paid during the lifetime of the Annuitant. Payments will cease with the last payment due prior to the death of the Annuitant. This option is not available for Annuitants who are 86 or older on the Annuitization Date.

No withdrawals other than the scheduled annuity payments are permitted. No Death Benefit will be paid.

### **Standard Joint and Survivor Annuity**

The amount to be paid under this option will be paid during the joint lifetimes of the Annuitant and a designated second person. Payments will continue as long as either is living. Payments will cease with the last payment due prior to the death of the last survivor of the Annuitant and the designated second person. This option is not available for Annuitants or designated second persons who are 86 or older on the Annuitization Date.

No withdrawals other than the scheduled annuity payments are permitted. No Death Benefit will be paid.

### **Single Life Annuity With 10 or 20 Year Term Certain**

The amount to be paid under this option will be paid during the lifetime of the Annuitant. A guaranteed term of 10 or 20 years may be selected. If the Annuitant dies prior to the end of this guaranteed period, the recipient chosen by the Contract Owner will receive the remaining guaranteed payments.

No withdrawals other than the scheduled annuity payments are permitted.

### **Any Other Option**

Payment options not set forth in the Contract are available only if they are approved by Nationwide.

### **Confirmation of Annuity Payments**

Nationwide will issue within 30 days of the Annuitization Date a confirmation of the elected Annuity Payment Option.

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

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

**LIFE ANNUITY: MONTHLY ANNUITY PAYMENTS**

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

**LIFE ANNUITY: MONTHLY ANNUITY PAYMENTS  
(Continued)**

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

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

**Individual Single Purchase Payment Deferred Variable Annuity with Guaranteed Lifetime Withdrawal  
Feature, Non-Participating**

---

---

**CONTRACT SPECIFICATIONS PAGE**

---

---

**CONTRACT INFORMATION**Parties to the Contract

Contract Owner:	[John Q. Doe]	<u>Date of Birth</u>	[January 1, 1956]
Annuitant:	[John Q. Doe]		[January 1, 1956]
Contingent Annuitant:	[Jane M. Doe]		[January 1, 1961]

Additional Issuing Information

Contract Number:	[01-000000000]
Date of Issue:	[November 15, 2012]
Contract Type:	[IRA / Roth IRA]
Annuity Commencement Date:	[January 1, 2046]
Guaranteed Lifetime Withdrawal Start Date:	[January 1, 2021]

Purchase Payment:	[\$3,000]*
Initial Guaranteed Lifetime Withdrawal Base:	[\$5,000]*
Guaranteed Lifetime Withdrawal Percentage:	[5.5%]*^

\* These amounts are the values rolled over to establish the Contract.

^ If the Spousal Continuation Option is elected, the Reduction Percentage shown below is already reflected in the Guaranteed Lifetime Withdrawal Percentage.

Minimum Requirements

Minimum Contract Value Required for Annuitization: \$2,000  
Minimum Annuity Payment Amount: \$100

---

---

**SUMMARY OF CONTRACT EXPENSES**

---

---

**Variable Account Charges**

Mortality and Expense Risk Charge:	0.50%*	Contract Maintenance Charge: \$30**
Administrative Charge:	0.20%*	
Guaranteed Lifetime Withdrawal Fee:	[1.00% - 1.20]**	

\* The Variable Account Charges above are shown as an annual charge added to the base Variable Account Charges and deducted from the Variable Account on a daily basis. They do not include charges associated with the election of any options which may be available under the Contract.

\*\*The Contract Maintenance Charge and the Guaranteed Lifetime Withdrawal Fee are assessed in arrears once each year on the Contract Anniversary and at the time of a full Surrender of the Contract. The Guaranteed Lifetime Withdrawal Fee is assessed on the value of the Guaranteed Lifetime Withdrawal Base prior to the application of any Ratchet Amount.

---

---

**OPTION ELECTED****REDUCTION PERCENTAGE\***

Spousal Continuation Option	[X / N/A]	[47 – 88%]*
-----------------------------	-----------	-------------

\*If the Spousal Continuation Option is elected, the Reduction Percentage shown has been applied to reduce the Guaranteed Lifetime Withdrawal Percentage. The Reduction Percentage is a roll-over value if one is available. If the Spousal Continuation Option is elected and the Reduction Percentage is not available as a roll-over value, the Reduction Percentage is determined by Nationwide on the Date of Issue based on the age the Contingent Annuitant has, or will have, attained on the Guaranteed Lifetime Withdrawal Start Date. The Reduction Percentage is already reflected in the Guaranteed Lifetime Withdrawal Percentage stated above.

---

---

**Limits on Purchase Payments under the Contract**

---

---

Total cumulative Purchase Payments under the Contract and any other annuity contract issued by Nationwide with the same Contract Owner and Annuitant may not exceed \$1,000,000 unless Nationwide agrees in writing to accept Purchase Payments exceeding \$1,000,000. Any excess amount not accepted will be returned to the Contract Owner. No Purchase Payments are permitted after the initial Purchase Payment.

[CA, DE and DC:] The Federal Defense of Marriage Act states that neither civil union partners, domestic partners, nor same gender married couples are considered married under federal law. Therefore the favorable tax treatment provided by federal tax law to a surviving spouse is NOT available to a surviving civil union partner, surviving domestic partner, or the surviving spouse of a same gender married couple. For information regarding federal tax laws please consult a tax advisor.

**1. Contract Information**

**1a. Contract Type** *Must specify by checking a box.*

IRA – Tax Year: [ 2012 ]       Roth IRA – Tax Year: [ ]

**1b. When do you anticipate beginning Guaranteed Lifetime Withdrawals?**

Immediately *(Additional forms required. Please see the New Business enrollment packet.)*  
 In \_\_\_\_ years *(Additional forms required to begin taking withdrawals.)*  
 Not Sure

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

**2a. 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 ]  
 E-mail Address: [ jdoe@abccompany.com ] Daytime Phone Number: ( [ 222 ] ) 222-2222

**2b. Annuitant** *Complete only if different from Contract Owner. (Annuitant must be between the ages of 40 and 90.)*

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: [ ]  
 E-mail Address: [ ] Daytime Phone Number: ( [ ] )

**2c. Contingent Annuitant** *(Must be between the ages of 40 and 90 at the time the Contract Owner/Annuitant is or will be age 65.)*



*If you elect the Spousal Continuation Option in Section 3, your spouse's information must be provided.*

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: [ ]



### 3. Spousal Continuation Option



If this Option is elected, please provide your spouse's information in Section 2c.

I elect this option

By electing this option, I understand that a Reduction Percentage will be applied to the Guaranteed Lifetime Withdrawal Percentage and result in a lower Guaranteed Lifetime Withdrawal Amount.

(Spouse must be between the ages of 40 and 90 at the time the Contract Owner/Annuitant is or will be age 65.)

**This option can NOT be added at a later date.**

### 4. Beneficiaries

If the Spousal Continuation Option is elected your Primary Beneficiary must be your spouse and must equal 100%.

Allocation to all Primary Beneficiaries must equal 100%. Contingent Beneficiaries must also equal 100%. Providing your beneficiaries social security numbers (SSN) will help expedite beneficiary claims and will ensure that Nationwide can properly identify your beneficiaries.

#### Primary Beneficiaries

Pay all Primary Beneficiaries equally

Legal First Name:  MI:  Last Name:   
 Relationship to Annuitant:  Allocation (whole % only):   
 SSN #:  Sex:  M  F Date of Birth:   
 Address:  Same address as owner Street:   
 City:  State:  ZIP:

Legal First Name:  MI:  Last Name:   
 Relationship to Annuitant:  Allocation (whole % only):   
 SSN #:  Sex:  M  F Date of Birth:   
 Address:  Same address as owner Street:   
 City:  State:  ZIP:

#### Contingent Beneficiaries

Pay all Contingent Beneficiaries equally

Legal First Name:  MI:  Last Name:   
 Relationship to Annuitant:  Allocation (whole % only):  %  
 SSN #:  Sex:  M  F Date of Birth:   
 Address:  Same address as owner Street:   
 City:  State:  ZIP:

Legal First Name:  MI:  Last Name:   
 Relationship to Annuitant:  Allocation (whole % only):  %  
 SSN #:  Sex:  M  F Date of Birth:   
 Address:  Same address as owner Street:   
 City:  State:  ZIP:

If more than two Beneficiaries, list additional names on the Additional Beneficiaries form (in New Business Enrollment Packet).



## 5. Investment Options *Consult your prospectus for reference to share class.*

Choose one or more funds from the box below.

*Whole percentages only. Must add up to 100%.*

- |       |  |
|-------|--|
| 100 % | NVIT Cardinal <sup>SM</sup> Conservative Fund            |
| %     | NVIT Cardinal <sup>SM</sup> Moderately Conservative Fund |
| %     | NVIT Cardinal <sup>SM</sup> Balanced Fund                |
| %     | NVIT Investor Dest. Conservative Fund                    |
| %     | NVIT Investor Dest. Moderately Conservative Fund         |
| %     | NVIT Investor Dest. Balanced                             |

**= 100%**

## 6. Transfer Authorization for Registered Representative

By checking this box, you have authorized and directed Nationwide to accept instructions from the Registered Representative signing this application to execute exchanges among the investment options available under your Contract on your behalf. This power is personal to the Registered Representative, but may be delegated by written notification to Nationwide and only to individuals employed or under control of the Registered Representative for administrative/processing purposes. This power is not available for use by any person or organization providing any type of market-timing advice or service. Nationwide may revoke the authority of the Registered Representative to act on your behalf at any time by written notification to you.

If the box above is checked, your signature and the Registered Representatives signature at the end of this application represents agreement for yourselves, your heirs and the legal representatives of your estates and your successors in interest or assigns to release and hold harmless Nationwide from any and all liability in reliance on instructions given under the authority described above. You and the Registered Representative also agree to jointly and severally indemnify Nationwide for and against any claim, liability or expense arising out of any action taken by Nationwide in reliance of such instructions.



## 7. 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 may be a crime and may subject such person to criminal and civil penalties, fines, imprisonment, or a denial of insurance benefits.

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

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

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

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

## 8. Contract Owner Signatures and Authorizations

### 8a. Replacement Information

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

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



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

### 8b. Acknowledgements, Disclosure and Signatures

I acknowledge that I have received and understand the current prospectus for this variable annuity Contract, and that by signing this application I understand and acknowledge the following:

**Annuity payments, death benefits, surrender values, and other Contract Values provided by this Contract, when based on the investment experience of a separate account, may increase or decrease and are not guaranteed as to fixed-dollar amount, unless otherwise specified.**

- The Contract limits purchase payments to \$1 million for all Contracts issued by Nationwide with the same Contract Owner and/or Annuitant, subject to permission from Nationwide. Additional purchase payments after the initial premium are not allowed
- That I do not represent a corporate entity or institutional investor
- I understand the purpose of the Contract for which I am applying is to provide long-term benefits to the Contract Owner and/or Annuitant and that the Contract being applied for is non-assignable

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



**Contract Owner  
Must Sign Here:**

X John Q. Doe

State In Which Application Was Signed: Anystate

Date: November 15, 2012



## 9. Primary Registered Representative Information

### 9a. Primary Registered Representative Replacement Information



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

### 9b. Primary Registered Representative Information (Please print.)

First Name:  MI:  Last Name:

Office Street Address:

City:  State:  ZIP:

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:  Thomas A Moore Date:

Principal's Signature:  James P Smith Date:

## 10. Additional Registered Representative Information

### 10a. Additional Registered Representative Replacement Information



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

### 10b. Additional Registered Representative Information (Please print.)

First Name:  MI:  Last Name:

Office Street Address:

City:  State:  ZIP:

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:



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

**INDIVIDUAL RETIREMENT ANNUITY ENDORSEMENT**

To Individual Single Purchase Payment Deferred Variable Annuity Contract with Guaranteed Lifetime Withdrawal  
Feature

**General Information Regarding this Endorsement**

The following provisions apply only to Contracts issued as IRAs. To the extent the terms of the Contract and this endorsement are inconsistent, the terms of this endorsement shall control the Contract accordingly. Terms not defined in this endorsement shall have the meaning given to them in the Contract.

**Transfers and Assignments**

This Contract is not transferable and may not be sold, assigned, discounted or pledged as collateral for a loan or as security for the performance of any obligation to any person other than to the Contract Owner. The Contract Owner of this Contract must be the Annuitant except for Contracts under custodial ownership within an individual retirement account. Joint Owners, Co-Annuitants, and Contingent Owners are not permitted. A Contingent Annuitant is permitted when the Contract provides a spousal continuation feature and/or option (if applicable) that is used or elected.

**Definitions**

The following definitions are added to the Contract.

**IRA** - An individual retirement annuity meeting the requirements of Code Section 408(b).

**Minimum Distribution** - The amount that is required to be Surrendered from IRAs to meet the required minimum distribution rules established by the Code.

**Surrenders Required by the Internal Revenue Code - IRAs**

A. Notwithstanding any provision of this IRA endorsement or the Contract to the contrary, the distribution of the Contract Owner's interest in the IRA shall be made in accordance with the requirements of Code Section 408(b)(3) and the regulations thereunder, the provisions of which

are herein incorporated by reference. If the distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the interest in the IRA (as determined under paragraph G. below) must satisfy the requirements of Code Section 408(a)(6) and the regulations thereunder, rather than paragraphs B., C., and D. below and paragraphs E. through I.

B. The entire interest of a Contract Owner under an IRA will commence to be distributed no later than the first day of April following the calendar year in which such Contract Owner attains age 70 1/2 (the "required beginning date") over a period not exceeding:

1. the life of the Contract Owner or the lives of the Contract Owner and the Contract Owner's designated Beneficiary; or
2. a period certain not extending beyond the life expectancy of the Contract Owner or the joint and last survivor life expectancy of the Contract Owner and the Contract Owner's designated Beneficiary.

Payments must be made in periodic payments at intervals of no longer than 1 year and must be either nonincreasing or they may increase only as provided in Q&As-1 and -4 of Section 1.401(a)(9)-6 of the Treasury Regulations. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A-2 of Section 1.401(a)(9)-6 of the Treasury Regulations.

C. The distribution periods described in B. above cannot exceed the periods specified in Section 1.401(a)(9)-6 of the Treasury Regulations.

- D. The first required payment can be made as late as April 1 of the year following the year the individual attains age 70 1/2 and must be the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval.
- E. Death On or After Minimum Distributions have Begun. If the Contract Owner dies on or after the date Minimum Distributions have begun, the remaining portion of the Contract Owner's interest will continue to be distributed at least as rapidly as under the Contract option chosen.
- F. Death Before Minimum Distributions have Begun. If the Contract Owner dies before Minimum Distributions have begun, the Contract Owner's interest will be distributed as follows:
1. If there is no designated Beneficiary, or if applicable by operation of F.2. or F.3. below, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the individual's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph F.3. below).
  2. If the Contract Owner's designated Beneficiary is someone other than the Contract Owner's surviving spouse the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Contract Owner's death, over the remaining life or life expectancy of the designated Beneficiary, with such life expectancy determined using the age of the Beneficiary as of his or her birthday in the year following the year of the Contract Owner's death, or if elected in accordance with F.1. above.
  3. If the sole designated Beneficiary is the Contract Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Contract Owner's death (or by the end of the calendar year in which the Contract Owner would have attained age 70 1/2, if later), over such spouse's life, or, if elected, in accordance with F.1. above. If the surviving spouse dies before Minimum Distributions commence to him or her, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's designated Beneficiary's remaining life expectancy determined using such Beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with paragraph F.1. above. If the surviving spouse dies after required distributions commence to him or her, any remaining interest will continue to be distributed at least as rapidly as under the Contract option chosen.
4. Life expectancy is determined using the Single Life Table in Q&A-1 of Section 1.401(a)(9)-9 of the Treasury Regulations. If distributions are being made to a surviving spouse as the sole designated Beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Beneficiary's age in the year specified in paragraph F.2. or F.3. and reduced by 1 for each subsequent year.
- G. The "interest" in the IRA includes the amount of any outstanding rollover, transfer and re-characterization under Q&As-7 and -8 of Section 1.408-8 of the Treasury Regulations and the actuarial value of any other benefits provided under the IRA, such as guaranteed death benefits.
- H. For purposes of E. and F., above, Minimum Distributions are considered to commence on the Contract Owner's required beginning date or, if applicable, on the date distributions are required to begin to the surviving spouse under F.3. above. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except acceleration) under an annuity contract meeting the requirements of Section 1.401(a)(9)-6 of the Treasury Regulations, then required distributions are considered to commence on the annuity starting date.
- I. If the sole designated Beneficiary under the IRA is Contract Owner's surviving spouse, the spouse may elect to treat the IRA as his or her own IRA. This election will be deemed to have been made if such surviving spouse makes a contribution to the IRA or fails to take Minimum Distributions as a Beneficiary.

### Restriction on Surrenders for IRAs

The Contract Owner may Surrender part or all of the Contract Value at any time this Contract is in force prior to the Annuity Date or the death of the Annuitant.

A distribution from an IRA, including exercise of a contractual Right to Examine and Cancel period may result in the immediate application of taxes and penalties under Section 72 of the Code. A premature distribution may not be eligible for rollover treatment. To assist in preventing disqualification in the event of a surrender during the Right to Examine and Cancel period, Nationwide will agree to transfer the proceeds to another contract which meets the requirements of Section 408, 403(b), 401 or 457 of the Code, upon proper direction by the Contract Owner.

### Additional IRA Requirements

- A. The Contract is established for the exclusive benefit of the Contract Owner or his or her beneficiaries. The entire interest of the Contract Owner in the Contract shall be nonforfeitable.
- B. Nationwide as issuer of the Contract shall furnish to the Contract Owner annual calendar year reports concerning the status of the Contract and such information concerning Minimum Distributions as is prescribed by the Commissioner of the Internal Revenue Service.
- C. In the event the Contract is cancelled during the Right to Examine and Cancel period, upon receipt of such Contract by Nationwide it will be

deemed void and all contributions paid will be refunded without any reduction. It should be sent to Nationwide Life Insurance Company, One Nationwide Plaza, Columbus, Ohio 43215. Letters shall be deemed to be mailed on the date of the postmark, registration, or certification, if mailed in the U.S. in an envelope properly addressed, with first class postage affixed.

- D. No Purchase Payments are permitted after the first Purchase Payment. This Contract will not lapse for failure to pay Purchase Payments.
- E. Both Nationwide and the Contract Owner agree to amend this Contract to comply with any changes in the Code and with any Department of Labor and Treasury Regulations. All other changes to this Contract will be made only with the mutual agreement of Nationwide and the Contract Owner and will be subject to the conditions stated in this Contract. A copy of each amendment will be furnished to the Contract Owner.

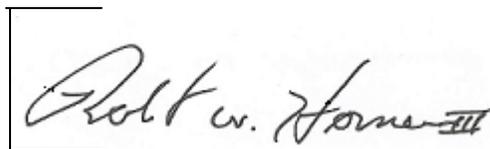
### Spousal Protection/Spousal Continuation

The following will apply to any spousal protection benefit or spousal continuation feature.

Only the person for whom the IRA was established may be named as the sole Contract Owner except for Contracts under custodial ownership within an individual retirement account.

The Annuitant upon whose continuation of life any annuity payments involving life contingencies depend must be the person for whom the IRA was established.

Executed for Nationwide by:



Secretary



President

NATIONWIDE LIFE INSURANCE COMPANY  
ONE NATIONWIDE PLAZA  
COLUMBUS, OHIO 43215

**ROTH INDIVIDUAL RETIREMENT ANNUITY ENDORSEMENT**

To Individual Single Purchase Payment Deferred Variable Annuity Contract with Guaranteed Lifetime Withdrawal  
Feature

**General Information Regarding this Endorsement**

The following provisions apply only to Contracts issued as Roth IRAs. To the extent the terms of the Contract and this endorsement are inconsistent, the terms of this endorsement will control the Contract accordingly. Terms not defined in this endorsement shall have the meaning given to them in the Contract.

**Transfers and Assignments**

This Contract is not transferable and may not be sold, assigned, discounted, or pledged as collateral for a loan or as security for the performance of any obligation to any person other than to the Contract Owner. The Contract Owner of this Contract must be the Annuitant except for Contracts under custodial ownership within an individual retirement account. Joint Owners, Co-Annuitants, and Contingent Owners are not permitted. A Contingent Annuitant is permitted when the Contract provides a spousal continuation feature and/or option (if applicable) that is used or elected.

**Definitions**

The following definitions are added to the Contract:

**IRA Conversion Contributions** - Amounts rolled over, transferred, or considered transferred from a non-Roth IRA to a Roth IRA. A non-Roth IRA is an individual retirement account or annuity described in Code Sections 408(a) or 408(b), other than a Roth IRA.

**Qualified Distribution** - A distribution from the Contract as defined in Code Section 408A(d)(2).

**Qualified Rollover Contribution** - A rollover (as defined in Internal Code Section 408A(e)) to a Roth IRA from another Roth IRA from an individual retirement plan where the rollover contribution meets the requirements of Code Section 408(d)(3), or from an eligible retirement plan where the rollover contribution meets the requirements of section 402(c)(4), 403(b)(8), or 457(e)(16).

**Roth IRA** - An individual retirement annuity meeting the requirements of Code Section 408A.

**Surrenders Required by the Internal Revenue Code - Roth IRAs**

Notwithstanding any provision of this Roth IRA endorsement or the Contract to the contrary, if the Contract Owner dies before his or her entire interest is distributed to him or her and the Contract Owner's surviving spouse is not the sole Beneficiary, the entire remaining interest will, at the election of the Contract Owner/Annuitant or, if the Contract Owner has not so elected, at the election of the Beneficiary or Beneficiaries, either:

- (1) Be distributed by December 31 of the year containing the fifth anniversary of the Contract Owner's death, or
- (2) Be distributed over the life expectancy of the designated Beneficiary starting no later than December 31 of the year following the year of the Contract Owner's death, in accordance with Treasury Regulation 1.401(a)(9)-5 Q&A 5

If distributions do not begin by the date described in (2), distribution method (1) will apply.

In the case of distribution method (2) above, to determine the minimum annual payment for each year, divide the Contract Owner's entire interest in the Contract as of the close of business on December 31 of the preceding year by the applicable distribution period as described in Treasury Regulation 1.401(a)(9)-5 Q&A 5.

If the Contract Owner's spouse is the sole Beneficiary on the Contract Owner's date of death, such spouse will then be treated as the Contract Owner.

### Restriction on Surrenders for Roth IRAs

The Contract Owner may Surrender part or all of the Contract Value at any time this Contract is in force prior to the Annuitization Date or the death of the Annuitant.

A Surrender from a Roth IRA, including exercise of a contractual Right to Examine and Cancel period, may result in the immediate application of taxes under Code Section 72 pursuant to Code Section 408A(d) and penalties under Code Section 72. A premature distribution may not meet the requirements for a Qualified Distribution. A premature distribution may not be eligible for Qualified Rollover Contribution treatment. To assist in preventing disqualification in the event of a surrender during the Right to Examine and Cancel period, Nationwide will agree to transfer the proceeds to another contract which meets the requirements of Code Section 408A, upon proper direction by the Contract Owner.

### Additional Roth IRA Requirements

The following shall all apply:

- A. The Contract is established for the exclusive benefit of the Contract Owner or his or her beneficiaries. The entire interest of the Annuitant in the Contract shall be nonforfeitable.
- B. Nationwide shall provide annual calendar year reports to the Contract Owner/Annuitant concerning the status of the Contract.
- C. The Contract Owner agrees to provide the custodian with information necessary for the custodian to prepare any reports required under Sections 408(i) and 408A(d)(3)(E). Treasury Regulation sections 1.408-5 and 1.408-6, and under guidance published by the Internal Revenue Service.
- D. In the event the Contract is cancelled during the Right to Examine and Cancel period, upon receipt of such Contract by Nationwide it will be deemed void and all contributions paid will be

refunded without any reduction. It should be sent to Nationwide Life Insurance Company, One Nationwide Plaza, Columbus, Ohio 43215. Letters shall be deemed to be mailed on the date of the postmark, registration, or certification, if mailed in the U.S. in an envelope properly addressed, with first class postage affixed.

- E. No Purchase Payments are permitted after the first Purchase Payment. This Contract will not lapse for failure to pay Purchase Payments.
- F. Both Nationwide and the Contract Owner agree to amend the Contract to comply with any changes in the Code, with any changes in Department of Labor and Treasury Regulations, and with changes in other applicable law. All other changes to the Contract will be made only with the mutual agreement of Nationwide and the Contract Owner and will be subject to the conditions stated in this Contract. A copy of each amendment will be furnished to the Contract Owner.
- G. Notwithstanding any other articles that may be added or incorporated, the provisions of this endorsement and this sentence will be controlling. Any additional articles that are not consistent with Code Section 408A, the related regulations, and other published guidance will be invalid.

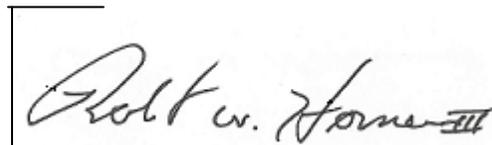
### Spousal Protection/Spousal Continuation

The following will apply to any spousal protection benefit or spousal continuation feature.

Only the person for whom the Roth IRA was established may be named as the sole Contract Owner, except for Contracts under custodial ownership within an individual retirement account.

The Annuitant upon whose continuation of life any annuity payments involving life contingencies depend must be the person for whom the Roth IRA was established.

Executed for Nationwide on the Date of Issue by:



Secretary



President

SERFF Tracking #:

NWFA-128641065

State Tracking #:

Company Tracking #:

VACC-0100AOCV

State: Arkansas

Filing Company: Nationwide Life Insurance Company

TOI/Sub-TOI: A03I Individual Annuities - Deferred Variable/A03I.003 Single Premium

Product Name: Nationwide Destination Income Annuity Contract Filing

Project Name/Number: /

### Supporting Document Schedules

		Item Status:	Status Date:
Satisfied - Item:	Certifications of Compliance		
Comments:			
Attachment(s):			
Certificate of Compliance (Reg 6).pdf			
Certificate of Compliance (Reg 19).pdf			

		Item Status:	Status Date:
Satisfied - Item:	Important Notice		
Comments:			
Attachment(s):			
Important Notice APO-6301-3 (NW Dest Income Only).pdf			

		Item Status:	Status Date:
Satisfied - Item:	Memorandum of Variables		
Comments:			
Attachment(s):			
Memorandum of Variables.pdf			







## **IMPORTANT INFORMATION FOR CONTRACT OWNERS**

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

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

You may write to Customer Service at:

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

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

**1-888-543-3756**

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

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

## MEMORANDUM OF VARIABLE ITEMS

### **Contract - VACC-0100AOCV**

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

### **Contract Specifications Page - VABB-0101AO**

**ALL TEXT WITHIN HARD BRACKETS LOCATED ON THE CONTRACT SPECIFICATIONS PAGE DENOTE VARIABLE INFORMATION WHICH IS LISTED BELOW.**

#### **Contract Information**

The Contract Specifications Page contains information specific to the Contract Owner and option chosen at the time of application. The Contract Specifications Page will be inserted into the Contract behind the cover page when the Contract is issued.

#### **Contract Type**

The text in this field will vary depending on the contract type elected at the time of application. The following represents the complete list of alternatives which could appear in this field.

- IRA
- Roth IRA

#### **Additional Bracketed Information**

	<b>OPTION ELECTED</b>	<b>REDUCTION PERCENTAGE*</b>
Spousal Continuation Option	X / N/A	0.35 – 0.99%*

The Reduction Percentage factor can vary at the Plan level. The specific Reduction Factor will be provided when the Spousal Continuation Option is elected.

### **Endorsements - VAZZ-0102AO (IRA), VAZZ-0103AO (Roth IRA)**

Nationwide officers' signatures on the last page of the endorsement are bracketed as they may change over time.

### **Application - VAAA-0106M3**

- (1) 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.
- (2) The marketing name and product identifier number in the bottom right-hand corner are bracketed, as other proprietary relationships may decide to market this product.
- (3) The Defense of Marriage Act disclosure language at the top of the application contains a list of applicable states that is bracketed, as they may change over time.
- (4) The underlying mutual fund options are bracketed in section 5 to allow fund name changes or to add/delete funds from this product.

**Contract Type – Section 1a**

The text in this field will vary depending on the contract type elected at the time of application. The following represent the complete list of alternatives which could appear in this field.

IRA – Tax Year:	Roth IRA – Tax Year:
-----------------	----------------------

**PLEASE NOTE: THE MARKS LOCATED IN THE UPPER LEFT AND LOWER RIGHT-HAND CORNERS ON EACH PAGE OF THE APPLICATIONS ARE FORMATTING MARKS AND DO NOT REPRESENT VARIABILITY.**