NATIONWIDE LIFE INSURANCE COMPANY NATIONWIDE LIFE AND ANNUITY INSURANCE COMPANY

One Nationwide Plaza Columbus, OH 43215 1-800-882-2822

IMPORTANT NOTICE TO APPLICANT REGARDING REPLACEMENT OF LIFE INSURANCE OR AN ANNUITY

REPLACEMENT is any transaction where, in connection with the purchase of new life insurance or a new annuity, you lapse, surrender, convert, place on extended term, or borrow all or part of the policy loan values on an existing insurance policy or an annuity.

In connection with the purchase of this insurance or annuity, if you intend to replace your present life insurance or annuity, you should consider the following:

- 1. It may be to your advantage to obtain information regarding your existing policies from the *insurer or* agent from whom you purchased the policy.
- 2. It may not be to your advantage to cancel, surrender, convert or amend your existing life insurance in favor of new life insurance, whether issued by the same or a different insurance company.
- 3. You may be required to provide EVIDENCE OF INSURABILITY for the new policy, and
 - (a) If the condition of your HEALTH HAS CHANGED since the application was taken on your present policies, you may be required to pay ADDITIONAL PREMIUMS under the NEW POLICY, or be DENIED coverage.
 - (b) Your present occupation or activities may not be covered or could require additional premiums.
 - (c) The INCONTESTABLE and SUICIDE CLAUSE will begin anew in a new policy. This could result in a *CLAIM under the new policy BEING DENIED* that would otherwise have been paid.
 - (d) Your present insurer is NOT REQUIRED to REFUND any advance PREMIUM PAYMENTS. (NOTE: ITEM 3(a), (b), (c) AND (d) DO NOT APPLY TO ANNUITIES)
- 4. Your present insurer is NOT REQUIRED to RESTORE a policy which has been surrendered for cash value or converted or placed on extended term. You may be required to furnish evidence of insurability to reinstate a lapsed life insurance policy. Therefore, you are urged not to take action to terminate or alter your existing policy until after you have been issued the new policy, examined it, and found it to be acceptable to you.
- 5. REMEMBER, you have twenty (20) days following receipt to examine the contents of any individual life insurance policy or annuity. If you are not satisfied with it for any reason, you have the right to return it to the insurer at its home or branch office, or to the agent through whom it was purchased, for a full refund of premium.

DEFINITIONS

PREMIUMS:

Premiums are the payments you make on the insurance or annuity contract. They are unlike deposits in a savings or investment programs, because if you drop the policy, you might get back less than you paid in.

CASH SURRENDER VALUE:

This is the amount of money you can get if you surrender your life insurance policy or annuity. If there is a policy loan, the cash surrender value is the difference between the cash value printed in the policy and the loan value. Not all policies have cash surrender values.

LAPSE:

A life insurance policy may lapse when you don't pay the premiums within the grace period. If you had a cash surrender value, the insurer might change your policy to as much extended term insurance or paid-up insurance as the cash surrender value will buy. Sometimes the policies allow the insured to borrow from the cash surrender value to pay the premiums. (N/A to annuities)

SURRENDER:

You surrender a life insurance policy when you either let it lapse or tell the company you want to drop it. Whenever a policy has a cash surrender value, you can get it in cash if you return the policy to the company within a written request.

PLACE ON EXTENDED TERM:

This means you use your cash surrender value to change your insurance to term insurance with the same insurer. In this case, the net death benefit will be the same as before. However, you will only be covered for a specified period of time. (N/A to annuities)

BORROW POLICY LOAN VALUES: If your life insurance policy has a cash surrender value, you can almost always borrow all or part of it from the insurer. Interest will be charged according to the terms of the policy, and if the loan with unpaid interest ever exceeds the cash surrender value, your policy will be terminated. If you die, the amount of the loan or any unpaid interest due will be subtracted from the death benefits.

EVIDENCE OF INSURABILITY:

This is proof that you are an acceptable risk. You have to meet the insurer's standards regarding age, health, occupation, etc., to be eligible for coverage.

INCONTESTABLE CLAUSE:

This states that after two years the life insurer will not resist a claim because you made a false or incomplete statement when you applied for the policy. For the first two years, though, if there are wrong answers on the application and the insurer finds out about them, it can deny a claim as if the policy had never existed. (N/A to annuities)

SUICIDE CLAUSE:

This states that if you commit suicide after being insured for less than one year, your beneficiaries will receive only a refund of the premiums that were paid. (N/A to annuities)

STATEMENT BY APPLICANT REGARDING NOTIFICATION OF REPLACEMENT TO THE REPLACED INSURER

I have read the "IMPORTANT NOTICE TO APPLICANT FOR LIFE INSURANCE OR AN ANNUITY" which was furnished to me by the agent taking my application for this policy.

(Applicant: Please sign ONE of the following statements.)

1. I want to have my present insurer(s) notified regarding this transaction. Date Signature of Applicant* I do not want to have my present insurer(s) notified regarding this transaction. 2. Signature of Applicant* Date * This must be the insured unless someone other than the insured is the owner of the policy. If such is the case, the owner must sign. If the insured is under age 18, the parent is deemed to be the owner. Certification by the Agent: I hereby certify that nothing was said or done during the sales presentation to influence the applicant's decision regarding this Statement. Signature of Agent Date I hereby acknowledge that I received the above "Important Notice to Applicant Regarding Replacement of Life Insurance or an Annuity." Signature of Applicant Date: Signature of Agent (Instruction: This section to be completed only in conjunction with annuity sales) The following life insurance policy(ies) or annuity(ies) may be replaced as a result of this transaction: Policy/Contract Insurer As It Appears On Insured As It Appears On This Policy/Contract This Policy/Contract Number