

**NATIONWIDE LIFE INSURANCE COMPANY  
NATIONWIDE LIFE AND ANNUITY INSURANCE COMPANY  
One Nationwide Plaza  
Columbus, OH 43215  
1-800-882-2822**

**NOTICE REGARDING REPLACEMENT OF LIFE INSURANCE AND ANNUITIES**

You have indicated that you intend to replace existing life insurance or annuity coverage in connection with the purchase of our life insurance or annuity policy. As a result, we are required to give you this notice. Please read it carefully.

Whether it is to your best advantage to replace your existing insurance or annuity coverage, only you can decide. It is in your best interest however, to have adequate information before a decision to replace your present coverage becomes final so that you may understand the essential features of the proposed policy and your existing insurance or annuity coverage.

You may want to contact your existing life insurance or annuity company or its agent for additional information and advice or discuss your purchase with other advisors. Your existing company will provide this information to you. The information you receive should be of value to you in reaching a final decision.

If either the proposed coverage or the existing coverage you intend to replace is participating, you should be aware that dividends may materially reduce the cost of insurance and are an important factor to consider. Dividends, however, are not guaranteed.

You should recognize that a policy which has been in existence for a period of time may have certain advantages to you over a new policy. If the policy coverages are basically similar, the premiums for the new policy may be higher because rates increase as your age increase. Under your existing policy, the period of time during which the issuing company could contest the policy because of material misrepresentation or omission concerning medical information requested in our application, or deny coverage for death caused by suicide, may have expired or may expire earlier than it will under the proposed policy. Your existing policy may have options which are not available under the policy being proposed to you or may not come into effect under the proposed policy until a later time during your life. Also, your proposed policy's cash value and dividends, if any, may grow slower initially because the company will incur the cost of issuing your new policy. On the other hand, the proposed policy may offer advantages which are more important to you.

If you are considering borrowing against your existing policy to pay the premiums on the proposed policy, you should understand that in the event of your death, the amount of any unpaid loan, including unpaid interest, will be deducted from the benefits of your existing policy thereby reducing your total insurance coverage.

After we have issued your policy, you will have a free look of 20 days or 45 days. IF YOUR CONTRACT IS AN EXTERNAL REPLACEMENT (funded by a life policy or annuity contract issued by an insurance company other than Nationwide), THE FREE LOOK PERIOD IS 20 DAYS FROM THE DATE OF DELIVERY WITH RETURN OF CONTRACT VALUE PAID. IF YOUR CONTRACT IS AN INTERNAL REPLACEMENT (funding one Nationwide life policy or annuity contract with another Nationwide policy or annuity), THE FREE LOOK PERIOD IS 45 DAYS FROM THE DATE OF DELIVERY WITH RETURN OF CONTRACT VALUE.

You are urged not to take action to terminate or alter your existing life insurance or annuity coverage until after you have been issued the new policy, examined it and have found it acceptable to you.

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Applicant's signature

L-4348-A (PA)

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Date

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Agent's Signature

(11/99) (OVER)

Definition: Replacement is any transaction where, in connection with the purchase of new insurance or annuity coverage, you lapse, surrender, convert to paid-up insurance, place on extended term, reduce benefits or term of coverage, reduce cash value or borrow all or part of the policy loan values on an existing insurance policy or annuity.

In connection with the purchase of this coverage, IF YOU HAVE REPLACED OR INTEND TO REPLACE your present life insurance or annuity coverage, you should be certain that you understand all of the relevant factors involved.

You should BE AWARE that you may be required to provide *evidence of insurability* and

- (1) If your HEALTH condition 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.
- (2) Your present occupation or activities *may not be covered or could require additional premiums.*
- (3) 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.
- (4) Current law DOES NOT require your present insurer(s) to REFUND any premiums.
- (5) It may be to your advantage to OBTAIN INFORMATION regarding your existing policies *from the insurer or agent from whom you purchased the policy. Your existing company will provide this information to you.*

CAUTION; if after studying the information available to you, you decide to replace your existing life insurance or annuity coverage with our policy, you are urged not to take any action to terminate or alter your existing coverage until after you have been issued the new policy, examined it and found it to be acceptable to you. If you should terminate or otherwise materially alter your existing coverage and fail to qualify for the life insurance or annuity coverage for which you have applied, you may find yourself unable to purchase other life insurance or annuity coverage or be able to purchase it only at substantially higher rates.