Nationwide Destination℠ [B] 2.0

Prospectus dated May 1, 2018

An Individual Flexible Premium Deferred Variable Annuity
Contract Issued by Nationwide Life Insurance Company
Through its Nationwide Variable Account – II

Nationwide®
is on your side

• Not a deposit • Not FDIC insured • Not guaranteed by the institution • Not insured by any federal government agency • May lose value

* The Lifetime Withdrawal Percentage is determined based on the age of the Contract Owner at the time of the first Lifetime Withdrawal, or if the Joint Option is elected, the age of the younger spouse at the time of the first Lifetime Withdrawal. A Contract Owner will receive the greatest Lifetime Withdrawal Percentage only if he or she does not take a Lifetime Withdrawal prior to age 81.

Nationwide Lifetime Income Capture Option and Joint Option for the Nationwide Lifetime Income Capture Option

Contract Owner's Age (at the time of the first Lifetime Withdrawal)	Nationwide Lifetime Income Capture's Lifetime Withdrawal Percentages*	Joint Option for the Nationwide Lifetime Income Capture's Lifetime Withdrawal Percentages*
45 up to 59½	3.35%	3.10%
59½ through 64	4.35%	4.10%
65 through 74	5.35%	5.10%
75 through 80	5.85%	5.60%
81 and older	6.35%	6.10%

* The Lifetime Withdrawal Percentage is determined based on the age of the Contract Owner at the time of the first Lifetime Withdrawal, or if the Joint Option is elected, the age of the younger spouse at the time of the first Lifetime Withdrawal. A Contract Owner will receive the greatest Lifetime Withdrawal Percentage only if he or she does not take a Lifetime Withdrawal prior to age 81.

Contract Owner's Age (on the Option Anniversary)	Nationwide Lifetime Income Capture's Attained Age Lifetime Withdrawal Percentages*	Joint Option for the Nationwide Lifetime Income Capture's Attained Age Lifetime Withdrawal Percentages*
45 up to 59½	3.35%	3.10%
59½ through 64	4.35%	4.10%
65 through 74	5.35%	5.10%
75 through 80	5.85%	5.60%
81 and older	6.35%	6.10%

* The Attained Age Lifetime Withdrawal Percentage is determined based on the age of the Contract Owner on the Option Anniversary.

Nationwide Life Insurance Company

Nationwide Variable Account-II

Prospectus supplement dated November 1, 2018
to the following prospectus(es):

Nationwide Destination℠ [B] 2.0 prospectus dated May 1, 2018

This supplement updates certain information contained in your prospectus. Please read it and keep it with your prospectus for future reference.

This Rate Sheet Supplement (″Supplement″) should be read and retained with the prospectus for Nationwide Destination℠ [B] 2.0. If you need another copy of the prospectus please contact Nationwide's Service Center at 1-800-848-6331.

Nationwide is issuing this Supplement to provide the current:

- Interest Anniversary Rate (″Rate″) for the Combination Enhanced Death Benefit III Option;
- Lifetime Withdrawal Percentages for the 7% Nationwide Lifetime Income Rider and Joint Option for the 7% Nationwide Lifetime Income Rider (collectively, ″Nationwide L.inc Percentages″); and
- Lifetime Withdrawal Percentages and Attained Age Lifetime Withdrawal Percentages for the Nationwide Lifetime Income Capture Option and the Joint Option for the Nationwide Lifetime Income Capture Option (collectively, ″Capture Percentages″).

The Rate, Nationwide L.inc Percentages, and Capture Percentages provided below apply only to applications signed between November 1, 2018 and November 30, 2018.

Rates, Nationwide L.inc Percentages, and Capture Percentages may be different for applications signed after November 30, 2018. Therefore, it is important that you have the most current Rate Sheet Supplement as of the date you sign the application. This Supplement replaces and supersedes any previous Rate Sheet Supplement and must be used in conjunction with the prospectus.

If your application was signed prior to the time period shown above, please refer to your contract for the Rates, Nationwide L.inc Percentages, and/or Capture Percentages that are applicable to your contract, or contact Nationwide's Service Center for the Rates, Nationwide L.inc Percentages, and/or Capture Percentages applicable to your contract. All Rate Sheet Supplements are available by contacting the Service Center, and also are available on the EDGAR system at www.sec.gov (file number: 333-177439).

Interest Anniversary Rate for the Combination Enhanced Death Benefit III Option

Interest Anniversary Rate
3%

7% Nationwide Lifetime Income Rider and Joint Option for the 7% Nationwide Lifetime Income Rider

Contract Owner's Age (at the time of the first Lifetime Withdrawal)	7% Nationwide Lifetime Income Rider's Lifetime Withdrawal Percentages*	Joint Option for the 7% Nationwide Lifetime Income Rider's Lifetime Withdrawal Percentages*
45 up to 59½	3.35%	3.10%
59½ through 64	4.50%	4.25%
65 through 69	5.60%	5.35%
70 through 74	5.70%	5.45%
75 through 80	5.85%	5.60%
81 and older	6.35%	6.10%

* The Lifetime Withdrawal Percentage is determined based on the age of the Contract Owner at the time of the first Lifetime Withdrawal, or if the Joint Option is elected, the age of the younger spouse at the time of the first Lifetime Withdrawal. A Contract Owner will receive the greatest Lifetime Withdrawal Percentage only if he or she does not take a Lifetime Withdrawal prior to age 81.

Nationwide Lifetime Income Capture Option and Joint Option for the Nationwide Lifetime Income Capture Option

Contract Owner's Age (at the time of the first Lifetime Withdrawal)	Nationwide Lifetime Income Capture's Lifetime Withdrawal Percentages*	Joint Option for the Nationwide Lifetime Income Capture's Lifetime Withdrawal Percentages*
45 up to 59½	3.35%	3.10%
59½ through 64	4.35%	4.10%
65 through 74	5.35%	5.10%
75 through 80	5.85%	5.60%
81 and older	6.35%	6.10%

* The Lifetime Withdrawal Percentage is determined based on the age of the Contract Owner at the time of the first Lifetime Withdrawal, or if the Joint Option is elected, the age of the younger spouse at the time of the first Lifetime Withdrawal. A Contract Owner will receive the greatest Lifetime Withdrawal Percentage only if he or she does not take a Lifetime Withdrawal prior to age 81.

Contract Owner's Age (on the Option Anniversary)	Nationwide Lifetime Income Capture's Attained Age Lifetime Withdrawal Percentages*	Joint Option for the Nationwide Lifetime Income Capture's Attained Age Lifetime Withdrawal Percentages*
45 up to 59½	3.35%	3.10%
59½ through 64	4.35%	4.10%
65 through 74	5.35%	5.10%
75 through 80	5.85%	5.60%
81 and older	6.35%	6.10%

* The Attained Age Lifetime Withdrawal Percentage is determined based on the age of the Contract Owner on the Option Anniversary.

Prospectus supplement dated September 14, 2018

to the following prospectus(es):

Soloist, BOA IV, BOA America's Vision Annuity, BOA America's Future Annuity II, BOA Achiever Annuity, America's Horizon Annuity, BOA Future Venue Annuity, Nationwide Heritage Annuity, BOA Elite Venue Annuity, Nationwide Destination All American Gold, Compass All American Gold, Key All American Gold, M&T All American Gold, Wells Fargo Gold Variable Annuity, Nationwide Destination All American Gold 2.0, Nationwide Destination All American Gold NY 2.0, Nationwide Destination B, Nationwide Destination B 2.0, Nationwide Destination B NY 2.0, Nationwide Destination C, Nationwide Destination EV 2.0, Nationwide Destination EV NY 2.0, Nationwide Destination L, Nationwide Destination L 2.0, Nationwide Destination L NY 2.0, Nationwide Destination Navigator 2.0, Nationwide Destination Navigator NY 2.0, America's marketFLEX Advisor Annuity, America's marketFLEX II Annuity, America's marketFLEX Edge Annuity, Nationwide Destination Freedom+, BOA All American Annuity, Sun Trust All American, M&T All American, Compass All American, BOA America's Future Annuity, Key Future, NEA Valuebuilder Future, America's Future Horizon Annuity, BOA V, NEA Valuebuilder Select, BOA FPVUL, BOA Next Generation FPVUL, BOA ChoiceLife FPVUL, BOA Next Generation II FPVUL, Nationwide YourLife Protection VUL - New York, Nationwide YourLife Accumulation VUL - New York, Nationwide YourLife Survivorship VUL - New York, NLIC Options Plus, NLIC Options Premier, Nationwide YourLife Protection VUL - NLAIC, Marathon Performance VUL, Nationwide YourLife Accumulation VUL - NLAIC, and Nationwide YourLife Survivorship VUL dated May 1, 2018

America's marketFLEX Annuity and BOA America's Exclusive Annuity II dated May 1, 2016

BOA America's Income Annuity and BOA Advisor Variable Annuity dated May 1, 2014

BOA Choice Venue Annuity II, Nationwide Income Architect Annuity, Nationwide Destination EV, Nationwide Destination Navigator, Nationwide Destination Navigator (New York), BOA Choice Annuity, and Key Choice dated May 1, 2013

Schwab Income Choice Variable Annuity dated May 1, 2012

Schwab Custom Solutions Variable Annuity dated May 1, 2010

BOA Last Survivorship II, BOA ChoiceLife Survivorship, Next Generation Survivorship Life, BOA ChoiceLife Survivorship II, BOA Protection Survivorship Life, BOA ChoiceLife Protection, and Marathon VUL (NLAIC) dated May 1, 2009

Successor, Nationwide Enterprise The Best of America Annuity, BOA TruAccord Variable Annuity, BOA MSPVL, BOA MSPVL II (BOA MSPVL Future), BOA Protection FPVUL, BOA ChoiceLife Protection FPVUL, Nationwide Options Select - New York, Survivor Options Premier (NLIC), Survivor Options Elite (NLIC), Nationwide Options Select AO, Survivor Options Premier (NLAIC), and Options Premier (NLAIC) dated May 1, 2008

America's Vision Plus Annuity, America's Vision Annuity, and BOA Exclusive Annuity dated May 1, 2004

ElitePRO LTD and ElitePRO Classic dated May 1, 2003

BOA SPVL, BOA Last Survivor FPVUL, and Multi-Flex FPVUL dated May 1, 2002

This supplement updates certain information contained in your prospectus. Please read it and keep it with your prospectus for future reference.

On September 12, 2018, at a meeting of the Board of Trustees (the "Board") of Nationwide Variable Insurance Trust (the "Trust"), the Board approved the termination of Invesco Advisers, Inc. and American Century Investments Management, Inc. as the subadvisers to the Nationwide Variable Insurance Trust – NVIT Multi-Manager International Growth Fund (the "Fund") and approved the appointment of Allianz Global Investors U.S. LLC and WCM Investment Management as the Fund's new subadvisers. These changes are anticipated to take effect before the end of October 2018.

Nationwide Life Insurance Company

Nationwide Variable Account-II

Prospectus supplement dated October 1, 2018

to the following prospectus(es):

Nationwide Destination℠ [B] 2.0 prospectus dated May 1, 2018

This supplement updates certain information contained in your prospectus. Please read it and keep it with your prospectus for future reference.

This Rate Sheet Supplement ("Supplement") should be read and retained with the prospectus for Nationwide Destination℠ [B] 2.0. If you need another copy of the prospectus please contact Nationwide's Service Center at 1-800-848-6331.

Nationwide is issuing this Supplement to provide the current:

- Interest Anniversary Rate ("Rate") for the Combination Enhanced Death Benefit III Option;
- Lifetime Withdrawal Percentages for the 7% Nationwide Lifetime Income Rider and Joint Option for the 7% Nationwide Lifetime Income Rider (collectively, "Nationwide L.inc Percentages"); and
- Lifetime Withdrawal Percentages and Attained Age Lifetime Withdrawal Percentages for the Nationwide Lifetime Income Capture Option and the Joint Option for the Nationwide Lifetime Income Capture Option (collectively, "Capture Percentages").

The Rate, Nationwide L.inc Percentages, and Capture Percentages provided below apply only to applications signed between October 1, 2018 and October 31, 2018.

Rates, Nationwide L.inc Percentages, and Capture Percentages may be different for applications signed after October 31, 2018. Therefore, it is important that you have the most current Rate Sheet Supplement as of the date you sign the application. This Supplement replaces and supersedes any previous Rate Sheet Supplement and must be used in conjunction with the prospectus.

If your application was signed prior to the time period shown above, please refer to your contract for the Rates, Nationwide L.inc Percentages, and/or Capture Percentages that are applicable to your contract, or contact Nationwide's Service Center for the Rates, Nationwide L.inc Percentages, and/or Capture Percentages applicable to your contract. All Rate Sheet Supplements are available by contacting the Service Center, and also are available on the EDGAR system at www.sec.gov (file number: 333-177439).

Interest Anniversary Rate for the Combination Enhanced Death Benefit III Option

Interest Anniversary Rate
3%

7% Nationwide Lifetime Income Rider and Joint Option for the 7% Nationwide Lifetime Income Rider

Contract Owner's Age (at the time of the first Lifetime Withdrawal)	7% Nationwide Lifetime Income Rider's Lifetime Withdrawal Percentages*	Joint Option for the 7% Nationwide Lifetime Income Rider's Lifetime Withdrawal Percentages*
45 up to 59½	3.35%	3.10%
59½ through 64	4.50%	4.25%
65 through 69	5.60%	5.35%
70 through 74	5.70%	5.45%
75 through 80	5.85%	5.60%
81 and older	6.35%	6.10%

* The Lifetime Withdrawal Percentage is determined based on the age of the Contract Owner at the time of the first Lifetime Withdrawal, or if the Joint Option is elected, the age of the younger spouse at the time of the first Lifetime Withdrawal. A Contract Owner will receive the greatest Lifetime Withdrawal Percentage only if he or she does not take a Lifetime Withdrawal prior to age 81.

Nationwide Lifetime Income Capture Option and Joint Option for the Nationwide Lifetime Income Capture Option

Contract Owner's Age (at the time of the first Lifetime Withdrawal)	Nationwide Lifetime Income Capture's Lifetime Withdrawal Percentages*	Joint Option for the Nationwide Lifetime Income Capture's Lifetime Withdrawal Percentages*
45 up to 59½	3.35%	3.10%
59½ through 64	4.35%	4.10%
65 through 74	5.35%	5.10%
75 through 80	5.85%	5.60%
81 and older	6.35%	6.10%

* The Lifetime Withdrawal Percentage is determined based on the age of the Contract Owner at the time of the first Lifetime Withdrawal, or if the Joint Option is elected, the age of the younger spouse at the time of the first Lifetime Withdrawal. A Contract Owner will receive the greatest Lifetime Withdrawal Percentage only if he or she does not take a Lifetime Withdrawal prior to age 81.

Contract Owner's Age (on the Option Anniversary)	Nationwide Lifetime Income Capture's Attained Age Lifetime Withdrawal Percentages*	Joint Option for the Nationwide Lifetime Income Capture's Attained Age Lifetime Withdrawal Percentages*
45 up to 59½	3.35%	3.10%
59½ through 64	4.35%	4.10%
65 through 74	5.35%	5.10%
75 through 80	5.85%	5.60%
81 and older	6.35%	6.10%

* The Attained Age Lifetime Withdrawal Percentage is determined based on the age of the Contract Owner on the Option Anniversary.

Nationwide Life Insurance Company

Nationwide Variable Account-II

Prospectus supplement dated September 1, 2018

to the following prospectus(es):

Nationwide Destination℠ [B] 2.0 prospectus dated May 1, 2018

This supplement updates certain information contained in your prospectus. Please read it and keep it with your prospectus for future reference.

This Rate Sheet Supplement ("Supplement") should be read and retained with the prospectus for Nationwide Destination℠ [B] 2.0. If you need another copy of the prospectus please contact Nationwide's Service Center at 1-800-848-6331.

Nationwide is issuing this Supplement to provide the current:

- Interest Anniversary Rate ("Rate") for the Combination Enhanced Death Benefit III Option;
- Lifetime Withdrawal Percentages for the 7% Nationwide Lifetime Income Rider and Joint Option for the 7% Nationwide Lifetime Income Rider (collectively, "Nationwide L.inc Percentages"); and
- Lifetime Withdrawal Percentages and Attained Age Lifetime Withdrawal Percentages for the Nationwide Lifetime Income Capture Option and the Joint Option for the Nationwide Lifetime Income Capture Option (collectively, "Capture Percentages").

The Rate, Nationwide L.inc Percentages, and Capture Percentages provided below apply only to applications signed between September 1, 2018 and September 30, 2018.

Rates, Nationwide L.inc Percentages, and Capture Percentages may be different for applications signed after September 30, 2018. Therefore, it is important that you have the most current Rate Sheet Supplement as of the date you sign the application. This Supplement replaces and supersedes any previous Rate Sheet Supplement and must be used in conjunction with the prospectus.

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Interest Anniversary Rate for the Combination Enhanced Death Benefit III Option

Interest Anniversary Rate
3%

7% Nationwide Lifetime Income Rider and Joint Option for the 7% Nationwide Lifetime Income Rider

Contract Owner's Age (at the time of the first Lifetime Withdrawal)	7% Nationwide Lifetime Income Rider's Lifetime Withdrawal Percentages*	Joint Option for the 7% Nationwide Lifetime Income Rider's Lifetime Withdrawal Percentages*
45 up to 59½	3.35%	3.10%
59½ through 64	4.50%	4.25%
65 through 69	5.60%	5.35%
70 through 74	5.70%	5.45%
75 through 80	5.85%	5.60%
81 and older	6.35%	6.10%

* The Lifetime Withdrawal Percentage is determined based on the age of the Contract Owner at the time of the first Lifetime Withdrawal, or if the Joint Option is elected, the age of the younger spouse at the time of the first Lifetime Withdrawal. A Contract Owner will receive the greatest Lifetime Withdrawal Percentage only if he or she does not take a Lifetime Withdrawal prior to age 81.

Nationwide Lifetime Income Capture Option and Joint Option for the Nationwide Lifetime Income Capture Option

Contract Owner's Age (at the time of the first Lifetime Withdrawal)	Nationwide Lifetime Income Capture's Lifetime Withdrawal Percentages*	Joint Option for the Nationwide Lifetime Income Capture's Lifetime Withdrawal Percentages*
45 up to 59½	3.35%	3.10%
59½ through 64	4.35%	4.10%
65 through 74	5.35%	5.10%
75 through 80	5.85%	5.60%
81 and older	6.35%	6.10%

* The Lifetime Withdrawal Percentage is determined based on the age of the Contract Owner at the time of the first Lifetime Withdrawal, or if the Joint Option is elected, the age of the younger spouse at the time of the first Lifetime Withdrawal. A Contract Owner will receive the greatest Lifetime Withdrawal Percentage only if he or she does not take a Lifetime Withdrawal prior to age 81.

Contract Owner's Age (on the Option Anniversary)	Nationwide Lifetime Income Capture's Attained Age Lifetime Withdrawal Percentages*	Joint Option for the Nationwide Lifetime Income Capture's Attained Age Lifetime Withdrawal Percentages*
45 up to 59½	3.35%	3.10%
59½ through 64	4.35%	4.10%
65 through 74	5.35%	5.10%
75 through 80	5.85%	5.60%
81 and older	6.35%	6.10%

* The Attained Age Lifetime Withdrawal Percentage is determined based on the age of the Contract Owner on the Option Anniversary.

Nationwide Life Insurance Company

Nationwide Variable Account-II

Prospectus supplement dated August 13, 2018

to the following prospectus(es):

Nationwide Destination℠ [B] 2.0 prospectus dated May 1, 2018

This supplement updates certain information contained in your prospectus. Please read it and keep it with your prospectus for future reference.

This Rate Sheet Supplement ("Supplement") should be read and retained with the prospectus for Nationwide Destination℠ [B] 2.0. If you need another copy of the prospectus please contact Nationwide's Service Center at 1-800-848-6331.

Nationwide is issuing this Supplement to provide the current:

- Interest Anniversary Rate ("Rate") for the Combination Enhanced Death Benefit III Option;
- Lifetime Withdrawal Percentages for the 7% Nationwide Lifetime Income Rider and Joint Option for the 7% Nationwide Lifetime Income Rider (collectively, "Nationwide L.inc Percentages"); and
- Lifetime Withdrawal Percentages and Attained Age Lifetime Withdrawal Percentages for the Nationwide Lifetime Income Capture Option and the Joint Option for the Nationwide Lifetime Income Capture Option (collectively, "Capture Percentages").

The Rate, Nationwide L.inc Percentages, and Capture Percentages provided below apply only to applications signed between August 13, 2018 and August 31, 2018.

Rates, Nationwide L.inc Percentages, and Capture Percentages may be different for applications signed after August 31, 2018. Therefore, it is important that you have the most current Rate Sheet Supplement as of the date you sign the application. This Supplement replaces and supersedes any previous Rate Sheet Supplement and must be used in conjunction with the prospectus.

If your application was signed prior to the time period shown above, please refer to your contract for the Rates, Nationwide L.inc Percentages, and/or Capture Percentages that are applicable to your contract, or contact Nationwide's Service Center for the Rates, Nationwide L.inc Percentages, and/or Capture Percentages applicable to your contract. All Rate Sheet Supplements are available by contacting the Service Center, and also are available on the EDGAR system at www.sec.gov (file number: 333-177439).

Interest Anniversary Rate for the Combination Enhanced Death Benefit III Option

Interest Anniversary Rate
3%

7% Nationwide Lifetime Income Rider and Joint Option for the 7% Nationwide Lifetime Income Rider

Contract Owner's Age (at the time of the first Lifetime Withdrawal)	7% Nationwide Lifetime Income Rider's Lifetime Withdrawal Percentages*	Joint Option for the 7% Nationwide Lifetime Income Rider's Lifetime Withdrawal Percentages*
45 up to 59½	3.35%	3.10%
59½ through 64	4.50%	4.25%
65 through 69	5.60%	5.35%
70 through 74	5.70%	5.45%
75 through 80	5.85%	5.60%
81 and older	6.35%	6.10%

* The Lifetime Withdrawal Percentage is determined based on the age of the Contract Owner at the time of the first Lifetime Withdrawal, or if the Joint Option is elected, the age of the younger spouse at the time of the first Lifetime Withdrawal. A Contract Owner will receive the greatest Lifetime Withdrawal Percentage only if he or she does not take a Lifetime Withdrawal prior to age 81.

Nationwide Lifetime Income Capture Option and Joint Option for the Nationwide Lifetime Income Capture Option

Contract Owner's Age (at the time of the first Lifetime Withdrawal)	Nationwide Lifetime Income Capture's Lifetime Withdrawal Percentages*	Joint Option for the Nationwide Lifetime Income Capture's Lifetime Withdrawal Percentages*
45 up to 59½	3.35%	3.10%
59½ through 64	4.35%	4.10%
65 through 74	5.35%	5.10%
75 through 80	5.85%	5.60%
81 and older	6.35%	6.10%

* The Lifetime Withdrawal Percentage is determined based on the age of the Contract Owner at the time of the first Lifetime Withdrawal, or if the Joint Option is elected, the age of the younger spouse at the time of the first Lifetime Withdrawal. A Contract Owner will receive the greatest Lifetime Withdrawal Percentage only if he or she does not take a Lifetime Withdrawal prior to age 81.

Contract Owner's Age (on the Option Anniversary)	Nationwide Lifetime Income Capture's Attained Age Lifetime Withdrawal Percentages*	Joint Option for the Nationwide Lifetime Income Capture's Attained Age Lifetime Withdrawal Percentages*
45 up to 59½	3.35%	3.10%
59½ through 64	4.35%	4.10%
65 through 74	5.35%	5.10%
75 through 80	5.85%	5.60%
81 and older	6.35%	6.10%

* The Attained Age Lifetime Withdrawal Percentage is determined based on the age of the Contract Owner on the Option Anniversary.

Nationwide Life Insurance Company

Nationwide Variable Account-II

Prospectus supplement dated August 1, 2018

to the following prospectus(es):

Nationwide Destination℠ [B] 2.0 prospectus dated May 1, 2018

This supplement updates certain information contained in your prospectus. Please read it and keep it with your prospectus for future reference.

This Rate Sheet Supplement ("Supplement") should be read and retained with the prospectus for Nationwide Destination℠ [B] 2.0. If you need another copy of the prospectus please contact Nationwide's Service Center at 1-800-848-6331.

Nationwide is issuing this Supplement to provide the current:

- Interest Anniversary Rate ("Rate") for the Combination Enhanced Death Benefit III Option;
- Lifetime Withdrawal Percentages for the 7% Nationwide Lifetime Income Rider and Joint Option for the 7% Nationwide Lifetime Income Rider (collectively, "Nationwide L.inc Percentages"); and
- Lifetime Withdrawal Percentages and Attained Age Lifetime Withdrawal Percentages for the Nationwide Lifetime Income Capture Option and the Joint Option for the Nationwide Lifetime Income Capture Option (collectively, "Capture Percentages").

The Rate, Nationwide L.inc Percentages, and Capture Percentages provided below apply only to applications signed between August 1, 2018 and August 31, 2018.

Rates, Nationwide L.inc Percentages, and Capture Percentages may be different for applications signed after August 31, 2018. Therefore, it is important that you have the most current Rate Sheet Supplement as of the date you sign the application. This Supplement replaces and supersedes any previous Rate Sheet Supplement and must be used in conjunction with the prospectus.

If your application was signed prior to the time period shown above, please refer to your contract for the Rates, Nationwide L.inc Percentages, and/or Capture Percentages that are applicable to your contract, or contact Nationwide's Service Center for the Rates, Nationwide L.inc Percentages, and/or Capture Percentages applicable to your contract. All Rate Sheet Supplements are available by contacting the Service Center, and also are available on the EDGAR system at www.sec.gov (file number: 333-177439).

Interest Anniversary Rate for the Combination Enhanced Death Benefit III Option

Interest Anniversary Rate
3%

7% Nationwide Lifetime Income Rider and Joint Option for the 7% Nationwide Lifetime Income Rider

Contract Owner's Age (at the time of the first Lifetime Withdrawal)	7% Nationwide Lifetime Income Rider's Lifetime Withdrawal Percentages*	Joint Option for the 7% Nationwide Lifetime Income Rider's Lifetime Withdrawal Percentages*
45 up to 59½	3.35%	3.10%
59½ through 64	4.35%	4.10%
65 through 69	5.35%	5.10%
70 through 74	5.60%	5.35%
75 through 80	5.85%	5.60%
81 and older	6.35%	6.10%

* The Lifetime Withdrawal Percentage is determined based on the age of the Contract Owner at the time of the first Lifetime Withdrawal, or if the Joint Option is elected, the age of the younger spouse at the time of the first Lifetime Withdrawal. A Contract Owner will receive the greatest Lifetime Withdrawal Percentage only if he or she does not take a Lifetime Withdrawal prior to age 81.

Nationwide Lifetime Income Capture Option and Joint Option for the Nationwide Lifetime Income Capture Option

Contract Owner's Age (at the time of the first Lifetime Withdrawal)	Nationwide Lifetime Income Capture's Lifetime Withdrawal Percentages*	Joint Option for the Nationwide Lifetime Income Capture's Lifetime Withdrawal Percentages*
45 up to 59½	3.35%	3.10%
59½ through 64	4.35%	4.10%
65 through 74	5.35%	5.10%
75 through 80	5.85%	5.60%
81 and older	6.35%	6.10%

* The Lifetime Withdrawal Percentage is determined based on the age of the Contract Owner at the time of the first Lifetime Withdrawal, or if the Joint Option is elected, the age of the younger spouse at the time of the first Lifetime Withdrawal. A Contract Owner will receive the greatest Lifetime Withdrawal Percentage only if he or she does not take a Lifetime Withdrawal prior to age 81.

Contract Owner's Age (on the Option Anniversary)	Nationwide Lifetime Income Capture's Attained Age Lifetime Withdrawal Percentages*	Joint Option for the Nationwide Lifetime Income Capture's Attained Age Lifetime Withdrawal Percentages*
45 up to 59½	3.35%	3.10%
59½ through 64	4.35%	4.10%
65 through 74	5.35%	5.10%
75 through 80	5.85%	5.60%
81 and older	6.35%	6.10%

* The Attained Age Lifetime Withdrawal Percentage is determined based on the age of the Contract Owner on the Option Anniversary.

Prospectus supplement dated July 2, 2018

to the following prospectus(es):

Nationwide Destination All American Gold 2.0, Nationwide Destination All American Gold NY 2.0, Nationwide Destination B 2.0, Nationwide Destination B NY 2.0, Nationwide Destination EV NY 2.0, Nationwide Destination L NY 2.0, Nationwide Destination Navigator 2.0, Nationwide Destination Navigator NY 2.0, BOA IV, BOA America's Vision Annuity, BOA America's Future Annuity II, BOA Achiever Annuity, BOA Future Venue Annuity, Nationwide Heritage Annuity, BOA Elite Venue Annuity, Nationwide Destination All American Gold, Compass All American Gold, Key All American Gold, M&T All American Gold, Wells Fargo Gold Variable Annuity, Nationwide Destination B, Nationwide Destination C, Nationwide Destination EV 2.0, Nationwide Destination L, Nationwide Destination L 2.0, BOA All American Annuity, M&T All American, BOA America's Future Annuity, and BOA V dated May 1, 2018

BOA America's Exclusive Annuity II dated May 1, 2016

BOA America's Income Annuity and BOA Advisor Variable Annuity dated May 1, 2014

BOA Choice Annuity, Paine Webber Choice Annuity, BOA Choice Venue Annuity II, Nationwide Destination EV, Nationwide Destination Navigator, and Nationwide Destination Navigator (New York) dated May 1, 2013

Schwab Income Choice Variable Annuity dated May 1, 2012

Schwab Custom Solutions Variable Annuity dated May 1, 2010

Nationwide Enterprise The Best of America Annuity May 1, 2008

This supplement updates certain information contained in your prospectus. Please read it and keep it with your prospectus for future reference.

The following disclosure changes are made to the prospectus:

(1) The prospectus offers the following underlying mutual fund(s) as investment option(s). Effective July 30, 2018, the name of the investment option(s) are updated as indicated below:

CURRENT NAME	UPDATED NAME
PIMCO Variable Insurance Trust - Foreign Bond Portfolio (unhedged): Advisor Class	PIMCO Variable Insurance Trust - International Bond Portfolio (unhedged): Advisor Class

Prospectus supplement dated June 28, 2018

to the following prospectus(es):

Nationwide Destination EV NY 2.0, Nationwide Destination B 2.0, Nationwide Destination B NY 2.0, Nationwide Destination L NY 2.0, Nationwide Destination All American Gold 2.0, Nationwide Destination All American Gold NY 2.0, Nationwide Destination Navigator 2.0, Nationwide Destination Navigator NY 2.0, Nationwide Destination All American Gold, Compass All American Gold, Key All American Gold, M&T All American Gold, Wells Fargo Gold Variable Annuity, BOA Achiever Annuity, America's Horizon Annuity, Nationwide Destination C, BOA Elite Venue Annuity, BOA Future Venue Annuity, Nationwide Heritage Annuity, Nationwide Destination L, Nationwide Destination B, Nationwide Destination EV 2.0, Nationwide Destination L 2.0, BOA America's Future Annuity II, Nationwide Destination Freedom+, America's marketFLEX II Annuity, America's marketFLEX Edge Annuity, America's marketFLEX Advisor Annuity, BOA All American Annuity, and Sun Trust All American dated May 1, 2018

America's marketFLEX Annuity dated May 1, 2016

BOA Choice Venue Annuity, BOA Choice Venue Annuity II, Nationwide Income Architect Annuity, Nationwide Destination EV, Nationwide Destination Navigator, and Nationwide Destination Navigator (New York) dated May 1, 2013

Schwab Income Choice Variable Annuity dated May 1, 2012

Schwab Custom Solutions Variable Annuity dated May 1, 2010

This supplement updates certain information contained in your prospectus. Please read it and keep it with your prospectus for future reference.

- On June 13, 2018, at a meeting of the Board of Trustees (the ″Board″) of Nationwide Variable Insurance Trust (the ″Trust″), the Board approved the termination of Boston Advisors, LLC as the subadviser to the Nationwide Variable Insurance Trust – NVIT Large Cap Growth Fund: Class II (the ″Fund″) and approved the appointment of BNY Mellon Asset Management North America Corporation as the Fund's new subadviser. This change is anticipated to take effect on or about July 16, 2018 (the ″Effective Date″).
- As of the Effective Date, the Fund is renamed ″Nationwide Variable Insurance Trust – NVIT Dynamic U.S. Growth Fund: Class II.″ All references in the prospectus to the Fund's former name are replaced accordingly.

Nationwide Life Insurance Company

Nationwide Variable Account-II

Prospectus supplement dated July 1, 2018

to the following prospectus(es):

Nationwide Destination^{SM} [B] 2.0 prospectus dated May 1, 2018

This supplement updates certain information contained in your prospectus. Please read it and keep it with your prospectus for future reference.

This Rate Sheet Supplement ("Supplement") should be read and retained with the prospectus for Nationwide Destination^{SM} [B] 2.0. If you need another copy of the prospectus please contact Nationwide's Service Center at 1-800-848-6331.

Nationwide is issuing this Supplement to provide the current:

- Interest Anniversary Rate ("Rate") for the Combination Enhanced Death Benefit III Option;
- Lifetime Withdrawal Percentages for the 7% Nationwide Lifetime Income Rider and Joint Option for the 7% Nationwide Lifetime Income Rider (collectively, "Nationwide L.inc Percentages"); and
- Lifetime Withdrawal Percentages and Attained Age Lifetime Withdrawal Percentages for the Nationwide Lifetime Income Capture Option and the Joint Option for the Nationwide Lifetime Income Capture Option (collectively, "Capture Percentages").

The Rate, Nationwide L.inc Percentages, and Capture Percentages provided below apply only to applications signed between July 1, 2018 and July 31, 2018.

Rates, Nationwide L.inc Percentages, and Capture Percentages may be different for applications signed after July 31, 2018. Therefore, it is important that you have the most current Rate Sheet Supplement as of the date you sign the application. This Supplement replaces and supersedes any previous Rate Sheet Supplement and must be used in conjunction with the prospectus.

If your application was signed prior to the time period shown above, please refer to your contract for the Rates, Nationwide L.inc Percentages, and/or Capture Percentages that are applicable to your contract, or contact Nationwide's Service Center for the Rates, Nationwide L.inc Percentages, and/or Capture Percentages applicable to your contract. All Rate Sheet Supplements are available by contacting the Service Center, and also are available on the EDGAR system at www.sec.gov (file number: 333-177439).

Interest Anniversary Rate for the Combination Enhanced Death Benefit III Option

Interest Anniversary Rate
3%

7% Nationwide Lifetime Income Rider and Joint Option for the 7% Nationwide Lifetime Income Rider

Contract Owner's Age (at the time of the first Lifetime Withdrawal)	7% Nationwide Lifetime Income Rider's Lifetime Withdrawal Percentages*	Joint Option for the 7% Nationwide Lifetime Income Rider's Lifetime Withdrawal Percentages*
45 up to 59½	3.35%	3.10%
59½ through 64	4.35%	4.10%
65 through 69	5.35%	5.10%
70 through 74	5.60%	5.35%
75 through 80	5.85%	5.60%
81 and older	6.35%	6.10%

* The Lifetime Withdrawal Percentage is determined based on the age of the Contract Owner at the time of the first Lifetime Withdrawal, or if the Joint Option is elected, the age of the younger spouse at the time of the first Lifetime Withdrawal. A Contract Owner will receive the greatest Lifetime Withdrawal Percentage only if he or she does not take a Lifetime Withdrawal prior to age 81.

Nationwide Lifetime Income Capture Option and Joint Option for the Nationwide Lifetime Income Capture Option

Contract Owner's Age (at the time of the first Lifetime Withdrawal)	Nationwide Lifetime Income Capture's Lifetime Withdrawal Percentages*	Joint Option for the Nationwide Lifetime Income Capture's Lifetime Withdrawal Percentages*
45 up to 59½	3.35%	3.10%
59½ through 64	4.35%	4.10%
65 through 74	5.35%	5.10%
75 through 80	5.85%	5.60%
81 and older	6.35%	6.10%

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Contract Owner's Age (on the Option Anniversary)	Nationwide Lifetime Income Capture's Attained Age Lifetime Withdrawal Percentages*	Joint Option for the Nationwide Lifetime Income Capture's Attained Age Lifetime Withdrawal Percentages*
45 up to 59½	3.35%	3.10%
59½ through 64	4.35%	4.10%
65 through 74	5.35%	5.10%
75 through 80	5.85%	5.60%
81 and older	6.35%	6.10%

* The Attained Age Lifetime Withdrawal Percentage is determined based on the age of the Contract Owner on the Option Anniversary.

Nationwide Life Insurance Company

Nationwide Variable Account-II

Prospectus supplement dated June 1, 2018

to the following prospectus(es):

Nationwide Destination℠ [B] 2.0 prospectus dated May 1, 2018

This supplement updates certain information contained in your prospectus. Please read it and keep it with your prospectus for future reference.

This Rate Sheet Supplement ("Supplement") should be read and retained with the prospectus for Nationwide Destination℠ [B] 2.0. If you need another copy of the prospectus please contact Nationwide's Service Center at 1-800-848-6331.

Nationwide is issuing this Supplement to provide the current:

- Interest Anniversary Rate ("Rate") for the Combination Enhanced Death Benefit III Option;
- Lifetime Withdrawal Percentages for the 7% Nationwide Lifetime Income Rider and Joint Option for the 7% Nationwide Lifetime Income Rider (collectively, "Nationwide L.inc Percentages"); and
- Lifetime Withdrawal Percentages and Attained Age Lifetime Withdrawal Percentages for the Nationwide Lifetime Income Capture Option and the Joint Option for the Nationwide Lifetime Income Capture Option (collectively, "Capture Percentages").

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Nationwide Lifetime Income Capture Option and Joint Option for the Nationwide Lifetime Income Capture Option

Contract Owner's Age (at the time of the first Lifetime Withdrawal)	Nationwide Lifetime Income Capture's Lifetime Withdrawal Percentages*	Joint Option for the Nationwide Lifetime Income Capture's Lifetime Withdrawal Percentages*
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59½ through 64	4.35%	4.10%
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Nationwide Life Insurance Company

Nationwide Variable Account-II

Prospectus supplement dated May 1, 2018

to the following prospectus(es):

Nationwide Destination℠ [B] 2.0 prospectus dated May 1, 2018

This supplement updates certain information contained in your prospectus. Please read it and keep it with your prospectus for future reference.

This Rate Sheet Supplement (″Supplement″) should be read and retained with the prospectus for Nationwide Destination℠ [B] 2.0. If you need another copy of the prospectus please contact Nationwide's Service Center at 1-800-848-6331.

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- Interest Anniversary Rate (″Rate″) for the Combination Enhanced Death Benefit III Option;
- Lifetime Withdrawal Percentages for the 7% Nationwide Lifetime Income Rider and Joint Option for the 7% Nationwide Lifetime Income Rider (collectively, ″Nationwide L.inc Percentages″); and
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Nationwide Lifetime Income Capture Option and Joint Option for the Nationwide Lifetime Income Capture Option

Contract Owner's Age (at the time of the first Lifetime Withdrawal)	Nationwide Lifetime Income Capture's Lifetime Withdrawal Percentages*	Joint Option for the Nationwide Lifetime Income Capture's Lifetime Withdrawal Percentages*
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59½ through 64	4.35%	4.10%
65 through 74	5.35%	5.10%
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75 through 80	5.85%	5.60%
81 and older	6.35%	6.10%

* The Attained Age Lifetime Withdrawal Percentage is determined based on the age of the Contract Owner on the Option Anniversary.

Nationwide Destination℠ [B] 2.0

Individual Flexible Premium Deferred Variable Annuity Contracts

Issued by

Nationwide Life Insurance Company

through its

Nationwide Variable Account-II

The date of this prospectus is May 1, 2018.

The contracts described in this prospectus are not available in the state of New York.

This prospectus contains basic information about the contracts that should be understood before investing. Read this prospectus carefully and keep it for future reference.

Variable annuities are complex investment products with unique benefits and advantages that may be particularly useful in meeting long-term savings and retirement needs. There are costs and charges associated with these benefits and advantages - costs and charges that are different, or do not exist at all, within other investment products. With help from financial consultants and advisors, investors are encouraged to compare and contrast the costs and benefits of the variable annuity described in this prospectus against those of other investment products, especially other variable annuity and variable life insurance products offered by Nationwide and its affiliates. Nationwide offers a wide array of such products, many with different charges, benefit features, and investment options. This process of comparison and analysis should aid in determining whether the purchase of the contract described in this prospectus is consistent with the purchaser's investment objectives, risk tolerance, investment time horizon, marital status, tax situation, and other personal characteristics and needs.

The Statement of Additional Information (dated May 1, 2018), which contains additional information about the contracts and the Variable Account, has been filed with the SEC and is incorporated herein by reference. The table of contents for the Statement of Additional Information is on page 94. To obtain free copies of the Statement of Additional Information or to make any other service requests, contact Nationwide by one of the methods described in *Contacting the Service Center*.

Information about Nationwide and the variable annuity contract described in this prospectus (including the Statement of Additional Information) may also be reviewed and copied at the SEC's Public Reference Room in Washington, D.C., or may be obtained upon payment of a duplicating fee by writing the Public Reference Section of the SEC, 100 F Street NE, Washington, D.C. 20549. Additional information on the operation of the Public Reference Room may be obtained by calling the SEC at (202) 551-8090. The SEC also maintains a web site (www.sec.gov) that contains the prospectus, the Statement of Additional Information, material incorporated by reference, and other information.

Variable annuities are not insured by the Federal Deposit Insurance Corporation or any other federal government agency, and are not deposits of, guaranteed by, or insured by the depository institution where offered or any of its affiliates. Variable annuity contracts involve investment risk and may lose value. These securities have not been approved or disapproved by the SEC, nor has the SEC passed upon the accuracy or adequacy of the prospectus. Any representation to the contrary is a criminal offense.

This contract contains features that apply credits to the Contract Value. The benefit of the credits may be more than offset by the additional fees that the Contract Owner will pay in connection with the credits. A contract without credits may cost less.

The Sub-Accounts offered through this contract invest in the underlying mutual funds listed below. For a complete list of underlying mutual funds, including underlying mutual funds available prior to the date of this prospectus, refer to *Appendix A: Underlying Mutual Fund Information*. For more information on the underlying mutual funds, refer to the prospectus for the underlying mutual fund. **To obtain free copies of prospectuses for the underlying mutual funds, Contract Owners can contact Nationwide using any of the methods described in *Contacting the Service Center*.**

- AllianceBernstein Variable Products Series Fund, Inc. - AB VPS International Value Portfolio: Class B
- AllianceBernstein Variable Products Series Fund, Inc. - AB VPS Small/Mid Cap Value Portfolio: Class B
- American Century Variable Portfolios II, Inc. - American Century VP Inflation Protection Fund: Class II

- American Century Variable Portfolios, Inc. - American Century VP Mid Cap Value Fund: Class II
- BlackRock Variable Series Funds, Inc. - BlackRock Global Allocation V.I. Fund: Class III
- BlackRock Variable Series Funds, Inc. - BlackRock High Yield V.I. Fund: Class III
- BlackRock Variable Series Funds, Inc. - BlackRock Total Return V.I. Fund: Class III
- Columbia Funds Variable Series Trust II - Columbia VP High Yield Bond Fund: Class 2
- Delaware VIP Trust - Delaware VIP Small Cap Value Series: Service Class
- Dreyfus Investment Portfolios - MidCap Stock Portfolio: Service Shares
- Eaton Vance Variable Trust - Eaton Vance VT Floating-Rate Income Fund: Initial Class
- Fidelity Variable Insurance Products - Emerging Markets Portfolio: Service Class 2
- Fidelity Variable Insurance Products Fund - Fidelity VIP Freedom Fund 2010 Portfolio: Service Class 2
- Fidelity Variable Insurance Products Fund - Fidelity VIP Freedom Fund 2020 Portfolio: Service Class 2
- Fidelity Variable Insurance Products Fund - Fidelity VIP Freedom Fund 2030 Portfolio: Service Class 2
- Fidelity Variable Insurance Products Fund - VIP Balanced Portfolio: Service Class 2
- Fidelity Variable Insurance Products Fund - VIP Energy Portfolio: Service Class 2
- Fidelity Variable Insurance Products Fund - VIP Equity-Income Portfolio: Service Class 2
- Fidelity Variable Insurance Products Fund - VIP Growth & Income Portfolio: Service Class 2
- Fidelity Variable Insurance Products Fund - VIP Growth Portfolio: Service Class 2
- Fidelity Variable Insurance Products Fund - VIP Investment Grade Bond Portfolio: Service Class 2
- Fidelity Variable Insurance Products Fund - VIP Overseas Portfolio: Service Class 2
- Fidelity Variable Insurance Products Fund - VIP Real Estate Portfolio: Service Class 2
- Franklin Templeton Variable Insurance Products Trust - Franklin Founding Funds Allocation VIP Fund: Class 2
- Franklin Templeton Variable Insurance Products Trust - Franklin Income VIP Fund: Class 2
- Franklin Templeton Variable Insurance Products Trust - Templeton Global Bond VIP Fund: Class 2
- Goldman Sachs Variable Insurance Trust - Goldman Sachs Multi-Strategy Alternatives Portfolio: Service Shares
- Guggenheim Variable Funds - Multi-Hedge Strategies
- Ivy Variable Insurance Portfolios - Mid Cap Growth: Class II
- Janus Henderson VIT Flexible Bond Portfolio: Service Shares
- Janus Henderson VIT Global Technology Portfolio: Service Shares
- Lazard Retirement Series, Inc. - Lazard Retirement Emerging Markets Equity Portfolio: Service Shares
- Lord Abbett Series Fund, Inc. - Total Return Portfolio: Class VC
- MFS® Variable Insurance Trust - MFS New Discovery Series: Service Class
- MFS® Variable Insurance Trust - MFS Value Series: Service Class
- MFS® Variable Insurance Trust II - MFS International Value Portfolio: Service Class
- Morgan Stanley Variable Insurance Fund, Inc. - Global Infrastructure Portfolio: Class II
- Nationwide Variable Insurance Trust - American Century NVIT Multi Cap Value Fund: Class II
- Nationwide Variable Insurance Trust - American Funds NVIT Asset Allocation Fund: Class II
- Nationwide Variable Insurance Trust - American Funds NVIT Bond Fund: Class II
- Nationwide Variable Insurance Trust - American Funds NVIT Global Growth Fund: Class II
- Nationwide Variable Insurance Trust - American Funds NVIT Growth Fund: Class II
- Nationwide Variable Insurance Trust - American Funds NVIT Growth-Income Fund: Class II
- Nationwide Variable Insurance Trust - BlackRock NVIT Equity Dividend Fund: Class II
- Nationwide Variable Insurance Trust - BlackRock NVIT Managed Global Allocation Fund: Class II
- Nationwide Variable Insurance Trust - DoubleLine NVIT Total Return Tactical Fund: Class II
- Nationwide Variable Insurance Trust - Federated NVIT High Income Bond Fund: Class I
- Nationwide Variable Insurance Trust - Neuberger Berman NVIT Multi Cap Opportunities Fund: Class II
- Nationwide Variable Insurance Trust - Neuberger Berman NVIT Socially Responsible Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Aggressive Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Balanced Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Capital Appreciation Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Conservative Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Managed Growth & Income Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Managed Growth Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Moderate Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Moderately Aggressive Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Moderately Conservative Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Core Bond Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Core Plus Bond Fund: Class II
- Nationwide Variable Insurance Trust - NVIT DFA Capital Appreciation Fund: Class II
- Nationwide Variable Insurance Trust - NVIT DFA Moderate Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Emerging Markets Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Government Bond Fund: Class I
- Nationwide Variable Insurance Trust - NVIT Government Money Market Fund: Class I
- Nationwide Variable Insurance Trust - NVIT International Equity Fund: Class II
- Nationwide Variable Insurance Trust - NVIT International Index Fund: Class VIII
- Nationwide Variable Insurance Trust - NVIT Investor Destinations Aggressive Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Investor Destinations Balanced Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Investor Destinations Capital Appreciation Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Investor Destinations Conservative Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Investor Destinations Managed Growth & Income Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Investor Destinations Managed Growth Fund: Class II

- Nationwide Variable Insurance Trust - NVIT Investor Destinations Moderate Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Investor Destinations Moderately Aggressive Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Investor Destinations Moderately Conservative Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Large Cap Growth Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Managed American Funds Asset Allocation Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Managed American Funds Growth-Income Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Mid Cap Index Fund: Class I
- Nationwide Variable Insurance Trust - NVIT Multi Sector Bond Fund: Class I
- Nationwide Variable Insurance Trust - NVIT Multi-Manager International Growth Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Multi-Manager International Value Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Multi-Manager Large Cap Growth Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Multi-Manager Large Cap Value Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Multi-Manager Mid Cap Growth Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Multi-Manager Mid Cap Value Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Multi-Manager Small Cap Growth Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Multi-Manager Small Cap Value Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Multi-Manager Small Company Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Nationwide Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Real Estate Fund: Class II
- Nationwide Variable Insurance Trust - NVIT S&P 500® Index Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Short Term Bond Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Small Cap Index Fund: Class II
- Nationwide Variable Insurance Trust - Templeton NVIT International Value Fund: Class I
- Oppenheimer Variable Account Funds - Oppenheimer Global Fund/VA: Service Shares
- Oppenheimer Variable Account Funds - Oppenheimer International Growth Fund/VA: Service Shares
- Oppenheimer Variable Account Funds - Oppenheimer Main Street Fund®/VA: Service Shares
- Oppenheimer Variable Account Funds - Oppenheimer Main Street Small Cap Fund®/VA: Service Shares
- PIMCO Variable Insurance Trust - All Asset Portfolio: Advisor Class
- PIMCO Variable Insurance Trust - Emerging Markets Bond Portfolio: Advisor Class
- PIMCO Variable Insurance Trust - Foreign Bond Portfolio (Unhedged): Advisor Class
- PIMCO Variable Insurance Trust - Low Duration Portfolio: Advisor Class
- PIMCO Variable Insurance Trust - Short-Term Portfolio: Advisor Class
- PIMCO Variable Insurance Trust - Total Return Portfolio: Advisor Class
- Putnam Variable Trust - Putnam VT International Equity Fund: Class IB
- T. Rowe Price Equity Series, Inc. - T. Rowe Price Health Sciences Portfolio: II
- VanEck VIP Trust - VanEck VIP Global Hard Assets Fund: Class S
- Wells Fargo Variable Trust - VT Small Cap Growth Fund: Class 2

Purchase payments not allocated to the underlying mutual funds may be allocated to the Fixed Account.

Glossary of Special Terms

Accumulation Unit – An accounting unit of measure used to calculate the Contract Value allocated to the Variable Account before the Annuitization Date.

Adjusted Roll-up Income Benefit Base – The Original Income Benefit Base after it has been reduced proportionally as a result of a Non-Lifetime Withdrawal.

Annuitant – The person(s) whose length of life determines how long annuity payments are paid.

Annuitization Date – The date on which annuity payments begin.

Annuity Commencement Date – The date on which annuity payments are scheduled to begin.

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

Attained Age – For purposes of the Nationwide Lifetime Income Capture option, the Contract Owner's age on each Option Anniversary. If the Joint Option for the Nationwide Lifetime Income Capture option is elected, the age of the younger of the determining life and joint determining life on each Option Anniversary.

Attained Age Lifetime Withdrawal Percentage – For purposes of the Nationwide Lifetime Income Capture option, a percentage based on the Attained Age of the determining life, or if the Joint Option for the Nationwide Lifetime Income Capture option is elected, based on the Attained Age of the younger of the determining life and joint determining life.

Charitable Remainder Trust – A trust meeting the requirements of Section 664 of the Internal Revenue Code.

Co-Annuitant – The person designated by the Contract Owner to receive the benefit associated with the Spousal Protection Feature.

Contingent Annuitant – The individual who becomes the Annuitant if the Annuitant dies before the Annuitization Date.

Contract Anniversary – Each recurring one-year anniversary of the date the contract was issued.

Contract Owner(s) – The person(s) who owns all rights under the contract.

Contract Value – The value of all Accumulation Units in a contract plus any amount held in the Fixed Account.

Contract Year – Each year the contract is in force beginning with the date the contract is issued.

Current Income Benefit Base – For purposes of the 7% Nationwide Lifetime Income Rider, Nationwide Lifetime Income Capture option, and Nationwide Lifetime Income Track option, it is equal to the Original Income Benefit Base adjusted throughout the life of the contract to account for subsequent purchase payments, excess withdrawals, early withdrawals (if applicable), reset opportunities, and if elected, the Non-Lifetime Withdrawal. This amount is multiplied by the Lifetime Withdrawal Percentage to arrive at the Lifetime Withdrawal Amount for any given year.

Daily Net Assets – A figure that is calculated at the end of each Valuation Date and represents the sum of all the Contract Owners' interests in the Sub-Accounts after the deduction of underlying mutual fund expenses.

Fixed Account – An investment option that is funded by Nationwide's General Account. Amounts allocated to the Fixed Account will receive periodic interest subject to a guaranteed minimum crediting rate.

General Account – All assets of Nationwide other than those of the Variable Account or in other separate accounts of Nationwide.

Individual Retirement Account – An account that qualifies for favorable tax treatment under Section 408(a) of the Internal Revenue Code, but does not include Roth IRAs.

Individual Retirement Annuity or IRA – An annuity contract that qualifies for favorable tax treatment under Section 408(b) of the Internal Revenue Code, but does not include Roth IRAs or Simple IRAs.

Interest Anniversary Rate – The compound interest rate used in the calculation of the interest anniversary value for the Combination Enhanced Death Benefit III Option.

Investment-Only Contract – A contract purchased by a qualified pension, profit-sharing, or stock bonus plan as defined by Section 401(a) of the Internal Revenue Code.

Lifetime Withdrawal – For purposes of the 7% Nationwide Lifetime Income Rider, Nationwide Lifetime Income Capture option, and Nationwide Lifetime Income Track option, it is a withdrawal of all or a portion of the Lifetime Withdrawal Amount.

Lifetime Withdrawal Amount – For purposes of the 7% Nationwide Lifetime Income Rider, Nationwide Lifetime Income Capture option, and Nationwide Lifetime Income Track option, the maximum amount that can be withdrawn between Contract/Option Anniversaries (and after the Withdrawal Start Date for the Nationwide Lifetime Income Track option) without reducing the Current Income Benefit Base. It is calculated annually, on each Contract/Option Anniversary, by multiplying the Current Income Benefit Base by the Lifetime Withdrawal Percentage.

Lifetime Withdrawal Percentage – An age-based percentage used to determine the Lifetime Withdrawal Amount under the 7% Nationwide Lifetime Income Rider, Nationwide Lifetime Income Capture option, and Nationwide Lifetime Income Track option. The applicable percentage is multiplied by the Current Income Benefit Base to arrive at the Lifetime Withdrawal Amount for any given year.

Monthly Contract Anniversary – Each recurring one-month anniversary of the date the contract was issued.

Monthly Option Anniversary – For purposes of the Nationwide Lifetime Income Capture option, each recurring one-month anniversary of the date the option was elected.

Nationwide – Nationwide Life Insurance Company.

Net Asset Value – The value of one share of an underlying mutual fund at the close of the New York Stock Exchange.

Non-Lifetime Withdrawal – For purposes of the 7% Nationwide Lifetime Income Rider, Nationwide Lifetime Income Capture option, and Nationwide Lifetime Income Track option, a one-time only election to take a withdrawal from the contract that will not initiate the benefit under the option.

Non-Qualified Contract – A contract which does not qualify for favorable tax treatment as a Qualified Plan, IRA, Roth IRA, SEP IRA, Simple IRA, or Tax Sheltered Annuity.

Option Anniversary – For purposes of the Nationwide Lifetime Income Capture option and Nationwide Lifetime Income Track option, each recurring one-year anniversary of the date the option was elected.

Option Year – For purposes of the Nationwide Lifetime Income Capture option, each year the option is in force beginning with the date the option is elected.

Original Income Benefit Base – For purposes of the 7% Nationwide Lifetime Income Rider, Nationwide Lifetime Income Capture option, and Nationwide Lifetime Income Track option, the initial benefit base calculated on the date the option is elected, which is equal to the Contract Value.

Purchase Payment Credits or PPCs – Additional credits that Nationwide will apply to a contract when cumulative purchase payments reach certain aggregate levels.

Qualified Plan – A retirement plan that receives favorable tax treatment under Section 401 of the Internal Revenue Code, including Investment-Only Contracts. In this prospectus, all provisions applicable to Qualified Plans also apply to Investment-Only Contracts unless specifically stated otherwise.

Roll-up Interest Rate – For purposes of the Nationwide Lifetime Income Capture option, the indexed simple interest rate used to determine the roll-up in the calculation of the Current Income Benefit Base.

Roth IRA – An annuity contract that qualifies for favorable tax treatment under Section 408A of the Internal Revenue Code.

SEC – Securities and Exchange Commission.

SEP IRA – An annuity contract which qualifies for favorable tax treatment under Section 408(k) of the Internal Revenue Code.

Service Center – The department of Nationwide responsible for receiving all service and transaction requests relating to the contract. For service and transaction requests submitted other than by telephone (including fax requests), the Service Center is Nationwide's mail and document processing facility. For service and transaction requests communicated by telephone, the Service Center is Nationwide's operations processing facility. Information on how to contact the Service Center is in the *Contacting the Service Center* provision.

Simple IRA – An annuity contract which qualifies for favorable tax treatment under Section 408(p) of the Internal Revenue Code.

Sub-Accounts – Divisions of the Variable Account, each of which invests in a single underlying mutual fund.

Tax Sheltered Annuity – An annuity that qualifies for favorable tax treatment under Section 403(b) of the Internal Revenue Code.

Valuation Date – Each day the New York Stock Exchange is open for business or any other day during which there is a sufficient degree of trading such that the current Net Asset Value of the underlying mutual fund shares might be materially affected. Values of the Variable Account are determined as of the close of the New York Stock Exchange, which generally closes at 4:00 p.m. EST.

Valuation Period – The period of time commencing at the close of a Valuation Date and ending at the close of the New York Stock Exchange for the next succeeding Valuation Date.

Variable Account – Nationwide Variable Account-II, a separate account that Nationwide established to hold Contract Owner assets allocated to variable investment options. The Variable Account is divided into Sub-Accounts, each of which invests in a separate underlying mutual fund.

Withdrawal Start Date – For purposes of the Nationwide Lifetime Income Track option, the date the Contract Owner reaches age 59½, or if the Joint Option for the Nationwide Lifetime Income Track option is elected, the date the younger spouse reaches age 59½.

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Contract Expenses

The following tables describe the fees and expenses that a Contract Owner will pay when buying, owning, or surrendering the contract.

The first table describes the fees and expenses a Contract Owner will pay at the time the contract is purchased, surrendered, or when cash value is transferred between investment options.

Contract Owner Transaction Expenses

Maximum Contingent Deferred Sales Charge ("CDSC") (as a percentage of purchase payments withdrawn) 7%

Range of CDSC over time:

Number of Completed Years from Date of Purchase Payment	0	1	2	3	4	5	6	7+
CDSC Percentage	**7%**	**7%**	**6%**	**5%**	**4%**	**3%**	**2%**	**0%**

Maximum Premium Tax Charge (as a percentage of purchase payments) . . . . 5%[1]

The next table describes the fees and expenses that a Contract Owner will pay periodically during the life of the contract (not including underlying mutual fund fees and expenses).

Recurring Contract Expenses

Maximum Annual Contract Maintenance Charge	$30[2]
Variable Account Annual Expenses (assessed as an annualized percentage of Daily Net Assets)	
Mortality and Expense Risk Charge	1.10%
Administrative Charge	0.20%
Death Benefit Options (assessed as an annualized percentage of Daily Net Assets) (eligible applicants may purchase one)	
One-Year Enhanced Death Benefit Option Charge	0.20%
Total Variable Account Charges (including this option only)	1.50%
One-Month Enhanced Death Benefit Option Charge	0.35%
Total Variable Account Charges (including this option only)	1.65%
Combination Enhanced Death Benefit III Option Charge (available beginning January 12, 2015, or the date of state approval (whichever is later))[3]	0.65%
Total Variable Account Charges (including this option only)	1.95%
Combination Enhanced Death Benefit Option Charge (only available until January 11, 2015, or the date of state approval of the Combination Enhanced Death Benefit III Option (whichever is later))	0.65%[4]
Total Variable Account Charges (including this option only)	1.95%
Beneficiary Protector II Option Charge (assessed as an annualized percentage of Daily Net Assets[5])	0.35%
Total Variable Account Charges (including this option only)	1.65%
Additional Optional Riders (assessed annually as a percentage of the Current Income Benefit Base[6]) (eligible applicants may purchase one living benefit rider)	
Maximum 7% Nationwide Lifetime Income Rider Charge	1.50%[7]
Maximum Nationwide Lifetime Income Capture Option Charge	1.50%[7]
Maximum Nationwide Lifetime Income Track Option Charge	1.50%[7]
Maximum Joint Option for the 7% Nationwide Lifetime Income Rider Charge	0.40%[8]
Maximum Joint Option for the Nationwide Lifetime Income Capture Option Charge	0.40%[9]
Maximum Joint Option for the Nationwide Lifetime Income Track Option Charge	0.40%[11]

The next table shows the fees and expenses that a Contract Owner would pay if he/she elected all of the optional benefits available under the contract (and the most expensive of mutually exclusive optional benefits).

Summary of Maximum Contract Expenses
(annualized rate, as a percentage of the Daily Net Assets)

Mortality and Expense Risk Charge (applicable to all contracts)	1.10%
Administrative Charge (applicable to all contracts)	0.20%
Combination Enhanced Death Benefit III Option Charge	0.65%
Beneficiary Protector II Option Charge	0.35%
Maximum 7% Nationwide Lifetime Income Rider Charge	1.50%[10]

Summary of Maximum Contract Expenses (annualized rate, as a percentage of the Daily Net Assets)	
Maximum Joint Option for the 7% Nationwide Lifetime Income Rider Charge	0.40%[10]
Maximum Possible Total Variable Account Charges	**4.20%[11]**

[1] Nationwide will charge between 0% and 5% of purchase payments for premium taxes levied by state or other government entities. The amount assessed to the contract will equal the amount assessed by the state or government entity.

[2] On each contract's Contract Anniversary, Nationwide deducts the Contract Maintenance Charge if the Contract Value is less than $50,000 on such Contract Anniversary. This charge is permanently waived for any contracts valued at $50,000 or more on any Contract Anniversary.

[3] The Combination Enhanced Death Benefit III Option is only available for contracts with Annuitants age 70 or younger at the time of application.

[4] The Combination Enhanced Death Benefit Option is only available until state approval is received for the Combination Enhanced Death Benefit III Option. For contracts issued on or after January 13, 2014, or the date of state approval (whichever is later), the charge associated with the Combination Enhanced Death Benefit Option is an annualized rate of 0.65% of the Daily Net Assets. For contracts issued before January 13, 2014, or the date of state approval (whichever is later), the charge associated with the Combination Enhanced Death Benefit Option is an annualized rate of 0.45% of the Daily Net Assets.

[5] In addition to the 0.35% charge assessed to Variable Account allocations, allocations made to the Fixed Account will also be assessed a fee of 0.35% by decreasing the interest credited to amounts allocated to the Fixed Account.

[6] For information about how the Current Income Benefit Base is calculated, see *Determination of the Income Benefit Base Prior to the First Lifetime Withdrawal*.

[7] Currently, the charge associated with the 7% Nationwide Lifetime Income Rider is equal to 1.20% of the Current Income Benefit Base, the charge associated with Nationwide Lifetime Income Capture option is equal to 1.20% of the Current Income Benefit Base, and the charge associated with the Nationwide Lifetime Income Track option is equal to 0.80% of the Current Income Benefit Base.

[8] The Joint Option for the 7% Nationwide Lifetime Income Rider may only be elected if and when the 7% Nationwide Lifetime Income Rider is elected. For contracts issued on or after January 14, 2013, or the date of state approval (whichever is later), the charge associated with the Joint Option for the 7% Nationwide Lifetime Income Rider is equal to 0.30% of the Current Income Benefit Base. For contracts issued before January 14, 2013, or the date of state approval (whichever is later), there is no charge associated with the Joint Option for the 7% Nationwide Lifetime Income Rider.

[9] The Joint Option for the Nationwide Lifetime Income Capture option may only be elected if and when the Nationwide Lifetime Income Capture option is elected, and the Joint Option for the Nationwide Lifetime Income Track option may only be elected if and when the Nationwide Lifetime Income Track option is elected. Currently, the charge associated with the Joint Option for the Nationwide Lifetime Income Capture option is equal to 0.30% of the Current Income Benefit Base, and the charge associated with the Joint Option for the Nationwide Lifetime Income Track option is equal to 0.15% of the Current Income Benefit Base.

[10] This charge is a percentage of the Current Income Benefit Base. For purposes of this table, Nationwide assumes the Current Income Benefit Base is equal to the Daily Net Assets.

[11] The Maximum Possible Total Variable Account Charges associated with a particular contract may be higher or lower depending on whether the Current Income Benefit Base is higher or lower than the Daily Net Assets. For purposes of this table, Nationwide assumes the Current Income Benefit Base is equal to the Daily Net Assets.

Underlying Mutual Fund Annual Expenses

The next table provides the minimum and maximum total operating expenses, as of December 31, 2017, charged by the underlying mutual funds that the Contract Owner may pay periodically during the life of the contract. More detail concerning each underlying mutual fund's fees and expenses is contained in the prospectus for each underlying mutual fund.

Total Annual Underlying Mutual Fund Operating Expenses		
	Minimum	**Maximum**
(expenses that are deducted from underlying mutual fund assets, including management fees, distribution (12b-1) fees, and other expenses, as a percentage of average underlying mutual fund assets)	0.40%	2.61%

The minimum and maximum underlying mutual fund operating expenses indicated above do not reflect voluntary or contractual reimbursements and/or waivers applied to some underlying mutual funds. Therefore, actual expenses could be lower. Refer to the underlying mutual fund prospectuses for specific expense information.

Example

This Example is intended to help Contract Owners compare the cost of investing in the contract with the cost of investing in other variable annuity contracts. These costs include Contract Owner transaction expenses, contract fees, Variable Account annual expenses, and underlying mutual fund fees and expenses. The Example does not reflect premium taxes which, if reflected, would result in higher expenses.

The following Example assumes:

- a $10,000 investment in the contract for the time periods indicated;
- a 5% return each year;
- the maximum and the minimum fees and expenses of any of the underlying mutual funds;
- the maximum Contingent Deferred Sales Charge;
- a $30 Contract Maintenance Charge expressed as a percentage of the average contract account size; and
- the total Variable Account charges associated with the most expensive allowable combination of optional benefits (4.20%).[1]

For those contracts that do not elect the most expensive combination of optional benefits, the expenses would be lower.

	If you surrender your contract at the end of the applicable time period				If you annuitize your contract at the end of the applicable time period				If you do not surrender your contract			
	1 Yr.	3 Yrs.	5 Yrs.	10 Yrs.	1 Yr.	3 Yrs.	5 Yrs.	10 Yrs.	1 Yr.	3 Yrs.	5 Yrs.	10 Yrs.
Maximum Total Underlying Mutual Fund Operating Expenses (2.61%)	$1,447	$2,685	$3,853	$6,689	*	$2,185	$3,553	$6,689	$747	$2,185	$3,553	$6,689
Minimum Total Underlying Mutual Fund Operating Expenses (0.40%)	$1,215	$2,041	$2,865	$5,112	*	$1,541	$2,565	$5,112	$515	$1,541	$2,565	$5,112

* The contracts sold under this prospectus do not permit annuitization during the first two Contract Years.

1 The total Variable Account charges associated with the most expensive allowable combination of optional benefits may be higher or lower depending on whether the Current Income Benefit Base is higher or lower than the Daily Net Assets. For purposes of this table, Nationwide assumes the Current Income Benefit Base is equal to the Daily Net Assets.

Synopsis of the Contracts

The annuity described in this prospectus is intended to provide benefits to a single or joint owner and his/her beneficiaries. The contracts described in this prospectus are Individual Flexible Premium Deferred Variable Annuity Contracts.

The contracts can be categorized as:

- Charitable Remainder Trusts
- Individual Retirement Annuities ("IRAs")
- Investment-Only Contracts (Qualified Plans)
- Non-Qualified Contracts
- Roth IRAs
- Simplified Employee Pension IRAs ("SEP IRAs")
- Simple IRAs

For more detailed information with regard to the differences in contract types, see *Appendix C: Contract Types and Tax Information*.

Prospective purchasers may apply to purchase a contract through broker dealers that have entered into a selling agreement with Nationwide Investment Services Corporation.

Surrenders/Withdrawals

Contract Owners may generally withdraw some or all of their Contract Value at any time prior to annuitization by notifying the Service Center in writing (see *Surrender/Withdrawal Prior to Annuitization*). A CDSC may apply to the withdrawal (see *Contingent Deferred Sales Charge*). After the Annuitization Date, withdrawals are not permitted (see *Surrender/Withdrawal After Annuitization*).

Minimum Initial and Subsequent Purchase Payments

All purchase payments must be paid in the currency of the United States of America. The minimum initial purchase payment is $10,000. A Contract Owner will meet the minimum initial purchase payment requirement if purchase payments equal to the required minimum are made over the course of the first Contract Year. The minimum subsequent purchase payment is $1,000. However, for subsequent purchase payments sent via electronic deposit, the minimum subsequent purchase payment is $150.

Some states have different minimum initial and subsequent purchase payment amounts, and subsequent purchase payments may not be permitted in all states. Contact the Service Center for information on initial and subsequent purchase payment requirements in a particular state.

Some optional benefits may restrict the Contract Owner's ability to make subsequent purchase payments.

Credits applied to the contract cannot be used to meet the minimum purchase payment requirements.

Nationwide reserves the right to refuse any purchase payment that would result in the cumulative total for all contracts issued by Nationwide on the life of any one Annuitant or owned by any one Contract Owner to exceed $1,000,000. Its decision as to whether or not to accept a purchase payment in excess of that amount will be based on one or more factors, including, but not limited to: age, spouse age (if applicable), Annuitant age, state of issue, total purchase payments, optional benefits elected, current market conditions, and current hedging costs. All such decisions will be based on internally established actuarial guidelines and will be applied in a non-discriminatory manner. In the event that Nationwide does not accept a purchase payment under these guidelines, the purchase payment will be immediately returned in its entirety in the same manner as it was received. If Nationwide accepts the purchase payment, it will be applied to the contract immediately and will receive the next calculated Accumulation Unit value. Any references in this prospectus to purchase payment amounts in excess of $1,000,000 are assumed to have been approved by Nationwide.

Nationwide prohibits subsequent purchase payments made after death of the Contract Owner(s), the Annuitant, or Co-Annuitant. If upon notification of death of the Contract Owner(s), the Annuitant, or Co-Annuitant, it is determined that death occurred prior to a subsequent purchase payment being made, Nationwide reserves the right to return the purchase payment.

Dollar Limit Restrictions

Certain features of the contract have additional purchase payment and/or Contract Value limitations associated with them:

Annuitization. Annuity payment options will be limited if the Contract Owner submits total purchase payments in excess of $2,000,000. Furthermore, if the amount to be annuitized is greater than $5,000,000, Nationwide may limit both the amount that can be annuitized on a single life and the annuity payment options (see *Annuity Payment Options*).

Death Benefit Calculations. Purchase payments up to $3,000,000 may result in a higher death benefit payment than purchase payments in excess of $3,000,000 (see *Death Benefit Calculations*).

Subsequent Purchase Payments. If the Contract Owner elects the 7% Nationwide Lifetime Income Rider or Nationwide Lifetime Income Track option, subsequent purchase payments may be limited to an aggregate total of $50,000 per calendar year. If the Contract Owner elects the Nationwide Lifetime Income Capture option, Nationwide reserves the right to refuse any subsequent purchase payments. Contract Owners should consider this reservation of right when making the initial purchase payment.

Credits on Purchase Payments

Purchase Payment Credits ("PPCs") are additional credits that Nationwide will apply to a contract when cumulative purchase payments reach certain aggregate levels.

Each time a Contract Owner submits a purchase payment, Nationwide will perform a calculation to determine if and how many PPCs are payable as a result of that particular deposit. For purposes of all benefits and taxes under these contracts, PPCs are considered earnings, not purchase payments, and they will be allocated in the same proportion that purchase payments are allocated on the date the PPCs are applied.

If the Contract Owner cancels the contract pursuant to the contractual free look provision, Nationwide will recapture all PPCs applied to the contract. In those states that require the return of purchase payments for IRAs that are surrendered pursuant to the contractual free look, Nationwide will recapture all PPCs, but under no circumstances will the amount returned to the Contract Owner be less than the purchase payments made to the contract. In those states that allow a return of Contract Value, the Contract Owner will retain any earnings attributable to the PPCs, but all losses attributable to the PPCs will be incurred by Nationwide. After the end of the contractual free look period, all PPCs are fully vested and not subject to recapture.

Mortality and Expense Risk Charge

Nationwide deducts a Mortality and Expense Risk Charge equal to an annualized rate of 1.10% of the Daily Net Assets. The Mortality and Expense Risk Charge compensates Nationwide for providing the insurance benefits under the contract, including the contract's standard death benefit. It also compensates Nationwide for assuming the risk that Annuitants will live longer than assumed. Finally, the Mortality and Expense Risk Charge compensates Nationwide for guaranteeing that charges will not increase regardless of actual expenses. Nationwide may realize a profit from this charge.

Administrative Charge

Nationwide deducts an Administrative Charge equal to an annualized rate of 0.20% of the Daily Net Assets. The Administrative Charge reimburses Nationwide for administrative costs it incurs resulting from providing contract benefits, including preparation of the contract and prospectus, confirmation statements, annual account statements and annual reports, legal and accounting fees, as well as various related expenses. Nationwide may realize a profit from this charge.

Contract Maintenance Charge

A $30 Contract Maintenance Charge is assessed on each Contract Anniversary and upon full surrender of the contract. If on any Contract Anniversary (or on the date of a full surrender) the Contract Value is $50,000 or more, Nationwide will waive the Contract Maintenance Charge from that point forward.

Contingent Deferred Sales Charge

Nationwide does not deduct a sales charge from purchase payments upon deposit into the contract. However, Nationwide may deduct a Contingent Deferred Sales Charge ("CDSC") if any amount is withdrawn from the contract. This CDSC reimburses Nationwide for sales expenses. The amount of the CDSC will not exceed 7% of purchase payments withdrawn.

Death Benefit Options

The contract contains a standard death benefit (the greater of (i) Contract Value or (ii) net purchase payments) at no additional charge. Optional death benefits are also available for an additional charge, which may provide a greater death benefit than the standard death benefit.

In lieu of the standard death benefit, an applicant may elect one of the following death benefit options at the time of application:

- The One-Year Enhanced Death Benefit Option is available for contracts with Annuitants age 80 or younger at the time of application. The charge for this option is equal to 0.20% of the Daily Net Assets.
- The One-Month Enhanced Death Benefit Option is available for contracts with Annuitants age 75 or younger at the time of application. The charge for this option is equal to 0.35% of the Daily Net Assets.
- For contracts issued on or after January 12, 2015, or the date of state approval (whichever is later), the Combination Enhanced Death Benefit III Option is available for contracts with Annuitants age 70 or younger at the time of application. The charge for this option is equal to 0.65% of the Daily Net Assets.

- The Combination Enhanced Death Benefit Option is available for contracts with Annuitants age 75 or younger at the time of application. The charge for this option is equal to 0.65% of the Daily Net Assets. The Combination Enhanced Death Benefit Option is only available until January 11, 2015, or the date of state approval of the Combination Enhanced Death Benefit III Option (whichever is later).

Changes in ownership and contract assignments could have a negative impact on the death benefit (see *Death Benefits*).

Beneficiary Protector II Option

An applicant may elect the Beneficiary Protector II Option at the time of application. This option provides that upon the death of the Annuitant (and potentially, the Co-Annuitant, if one is named), and in addition to any death benefit payable, Nationwide will credit an additional amount to the contract (the ″benefit″). This benefit would be advantageous if the Contract Owner anticipates the assessment of taxes in connection with payment of the death benefit proceeds. This option is only available for contracts with Annuitants age 75 or younger at the time of application. If the applicant elects the Beneficiary Protector II Option, Nationwide will deduct an additional charge at an annualized rate of 0.35% of the Daily Net Assets. Additionally, allocations made to the Fixed Account will be assessed a fee of 0.35%.

7% Nationwide Lifetime Income Rider (formerly the 7% Lifetime Income Option)

The 7% Nationwide Lifetime Income Rider provides for Lifetime Withdrawals, up to a certain amount each year, even after the Contract Value is $0, provided that the Contract Owner does not deplete the Current Income Benefit Base by taking excess withdrawals and does not make certain assignments or Contract Owner changes. Investment restrictions apply. Additionally, if the Contract Owner delays taking Lifetime Withdrawals and does not elect to take a Non-Lifetime Withdrawal for 10 years, Nationwide will guarantee that the Current Income Benefit Base on the 10th Contract Anniversary will be no less than the Original Income Benefit Base plus simple interest at a rate of 7% annually for each of those 10 years. The 7% Nationwide Lifetime Income Rider is available under the contract at the time of application. The Contract Owner (or the Annuitant in the case of a non-natural Contract Owner) must be between age 45 and 85 at the time of application. The 7% Nationwide Lifetime Income Rider may not be elected if the Nationwide Lifetime Income Capture option or Nationwide Lifetime Income Track option is elected.

If the 7% Nationwide Lifetime Income Rider is elected, Nationwide will deduct an additional charge not to exceed 1.50% of the Current Income Benefit Base, which is the amount upon which the Lifetime Withdrawal Amount is based. Currently, the charge for the 7% Nationwide Lifetime Income Rider is 1.20% of the Current Income Benefit Base. The charge is deducted on each Contract Anniversary and is taken from the Sub-Accounts proportionally based on contract allocations at the time the charge is deducted.

Election of the 7% Nationwide Lifetime Income Rider requires that the Contract Owner, until annuitization, allocate the entire Contract Value to a limited set of investment options. If the Contract Value is greater than $0, Lifetime Withdrawals are paid from the Contract Owner's Contract Value. If the Contract Value is equal to or less than $0, Lifetime Withdrawals are paid from Nationwide's General Account. Lifetime Withdrawals paid from the General Account are subject to Nationwide's creditors and ultimately, its overall claims paying ability. **The cost of the 7% Nationwide Lifetime Income Rider may exceed the benefit.** Certain actions by the Contract Owner will terminate this optional benefit.

Withdrawals in excess of the Lifetime Withdrawal Amount that reduce the Current Income Benefit Base to $0 will automatically terminate the 7% Nationwide Lifetime Income Rider.

Nationwide Lifetime Income Capture Option

The Nationwide Lifetime Income Capture option provides for Lifetime Withdrawals, up to a certain amount each year, even after the Contract Value is $0, provided that the Contract Owner does not deplete the Current Income Benefit Base by taking excess withdrawals and does not make certain assignments or Contract Owner changes. Investment restrictions apply. The Nationwide Lifetime Income Capture option is available under the contract at the time of application. The Contract Owner (or the Annuitant in the case of a non-natural Contract Owner) must be between age 45 and 85 at the time of application. The Nationwide Lifetime Income Capture option cannot be elected if the 7% Nationwide Lifetime Income Rider or Nationwide Lifetime Income Track option is elected.

If the applicant elects the Nationwide Lifetime Income Capture option, Nationwide will deduct an additional charge not to exceed 1.50% of the Current Income Benefit Base, which is the amount upon which the Lifetime Withdrawal Amount is based. Currently, the charge for the Nationwide Lifetime Income Capture option is 1.20% of the Current Income Benefit Base. The charge is deducted on each Option Anniversary and is taken from the Sub-Accounts proportionally based on contract allocations at the time the charge is deducted.

Election of the Nationwide Lifetime Income Capture option requires that the Contract Owner, until annuitization, allocate the entire Contract Value to a limited set of investment options. If the Contract Value is greater than $0, then Lifetime Withdrawals are paid from the Contract Owner's Contract Value. If the Contract Value is equal to or less than $0, then Lifetime Withdrawals are paid from Nationwide's General Account. Lifetime Withdrawals paid from the General Account are subject to Nationwide's creditors and ultimately, its overall claims paying ability. Certain actions by the Contract Owner will terminate this optional benefit. **The cost of the Nationwide Lifetime Income Capture option may exceed the benefit.**

Withdrawals in excess of the Lifetime Withdrawal Amount that reduce the Current Income Benefit Base to $0 will automatically terminate the Nationwide Lifetime Income Capture option.

Nationwide Lifetime Income Track Option

After the Contract Owner reaches age 59½ (or if the Joint Option for the Nationwide Lifetime Income Track option is elected, both spouses reach age 59½) the Nationwide Lifetime Income Track option provides for Lifetime Withdrawals, up to a certain amount each year, even after the Contract Value is $0, provided that the Contract Owner does not deplete the Current Income Benefit Base by taking early or excess withdrawals and does not make certain assignments or Contract Owner changes. Investment restrictions apply. The Nationwide Lifetime Income Track option is available under the contract at the time of application. The Contract Owner (or the Annuitant in the case of a non-natural Contract Owner) must be age 85 or younger at the time of application. The Nationwide Lifetime Income Track option cannot be elected if the 7% Nationwide Lifetime Income Rider or Nationwide Lifetime Income Capture option is elected.

If the applicant elects the Nationwide Lifetime Income Track option, Nationwide will deduct an additional charge not to exceed 1.50% of the Current Income Benefit Base, which is the amount upon which the Lifetime Withdrawal Amount is based. Currently, the charge for the Nationwide Lifetime Income Track option is 0.80% of the Current Income Benefit Base. The charge is deducted on each Option Anniversary and is taken from the Sub-Accounts proportionally based on contract allocations at the time the charge is deducted.

Election of the Nationwide Lifetime Income Track option requires that the Contract Owner, until annuitization, allocate the entire Contract Value to a limited set of investment options. If the Contract Value is greater than $0, then Lifetime Withdrawals are paid from the Contract Owner's Contract Value. If the Contract Value is equal to or less than $0, then Lifetime Withdrawals are paid from Nationwide's General Account. Lifetime Withdrawals paid from the General Account are subject to Nationwide's creditors and ultimately, its overall claims paying ability. Certain actions by the Contract Owner will terminate this optional benefit. **The cost of the Nationwide Lifetime Income Track option may exceed the benefit.**

An early withdrawal (a withdrawal taken from the contract prior to the Withdrawal Start Date) or withdrawals in excess of the Lifetime Withdrawal Amount that reduce the Current Income Benefit Base to $0 will automatically terminate the Nationwide Lifetime Income Track option.

Joint Option for the 7% Nationwide Lifetime Income Rider (formerly the 7% Spousal Continuation Benefit)

The Joint Option for the 7% Nationwide Lifetime Income Rider ("Joint Option") allows a surviving spouse to continue to receive, for the duration of his/her lifetime, the benefit associated with the 7% Nationwide Lifetime Income Rider, provided that certain conditions are satisfied. The Joint Option is only available for election if and when the 7% Nationwide Lifetime Income Rider is elected.

If the Joint Option is elected, Nationwide will deduct an additional charge not to exceed 0.40% of the Current Income Benefit Base. For contracts issued on or after January 14, 2013, or the date of state approval (whichever is later), the charge for the Joint Option is 0.30% of the Current Income Benefit Base and the Lifetime Withdrawal Percentages will be reduced. For contracts issued before January 14, 2013, or the date of state approval (whichever is later), there is no charge for the Joint Option, however, the Lifetime Withdrawal Percentages will be reduced. The Contract Owner's spouse (or the Annuitant's spouse in the case of a non-natural Contract Owner) must be between age 45 and 85 at the time of application. If assessed, the charge is deducted at the same time and in the same manner as the 7% Nationwide Lifetime Income Rider charge. **The cost of the Joint Option (including the reduction in the Lifetime Withdrawal Percentages) may exceed the benefit.**

Joint Option for the Nationwide Lifetime Income Capture Option

The Joint Option for the Nationwide Lifetime Income Capture option ("Joint Option") allows a surviving spouse to continue to receive, for the duration of his/her lifetime, the benefit associated with the Nationwide Lifetime Income Capture option, provided that certain conditions are satisfied. The Joint Option is only available for election if and when the Nationwide Lifetime Income Capture option is elected.

If the Joint Option is elected, Nationwide will deduct an additional charge not to exceed 0.40% of the Current Income Benefit Base. Currently, the charge for the Joint Option is 0.30% of the Current Income Benefit Base. In addition, if the Joint Option is elected, the Lifetime Withdrawal Percentages will be reduced. The Contract Owner's spouse (or the Annuitant's spouse in the case of a non-natural Contract Owner) must be between age 45 and 85 at the time of application. The charge is deducted at the same time and in the same manner as the Nationwide Lifetime Income Capture option charge. **The cost of the Joint Option (including the reduction in the Lifetime Withdrawal Percentages) may exceed the benefit.**

Joint Option for the Nationwide Lifetime Income Track Option

The Joint Option for the Nationwide Lifetime Income Track option ("Joint Option") allows a surviving spouse to continue to receive, for the duration of his/her lifetime, the benefit associated with the Nationwide Lifetime Income Track option, provided that certain conditions are satisfied. The Joint Option is only available for election if and when the Nationwide Lifetime Income Track option is elected.

If the Joint Option is elected, Nationwide will deduct an additional charge not to exceed 0.40% of the Current Income Benefit Base. Currently, the charge for the Joint Option is 0.15% of the Current Income Benefit Base. In addition, if the Joint Option is elected, the Lifetime Withdrawal Percentages will be reduced. The Contract Owner's spouse (or the Annuitant's spouse in the case of a non-natural Contract Owner) must be age 85 or younger at the time of application. The charge is deducted at the same time and in the same manner as the Nationwide Lifetime Income Track option charge. **The cost of the Joint Option (including the reduction in the Lifetime Withdrawal Percentages) may exceed the benefit.**

Charges for Optional Benefits

Optional benefits are irrevocable once elected. The charges associated with optional benefits are only assessed prior to annuitization.

Underlying Mutual Fund Annual Expenses

The underlying mutual funds charge fees and expenses that are deducted from underlying mutual fund assets. These fees and expenses are in addition to the fees and expenses assessed by the contract. The prospectus for each underlying mutual fund provides information regarding the fees and expenses applicable to the fund.

Annuity Payments

On the Annuitization Date, annuity payments begin (see *Annuitizing the Contract*). Annuity payments will be based on the annuity payment option chosen prior to annuitization. Nationwide will send annuity payments no later than seven days after each annuity payment date.

Taxation

How distributions from an annuity contract are taxed depends on the type of contract issued and the purpose for which the contract is purchased. Generally, distributions from an annuity contract, including the payment of death benefits, are taxable to the extent the cash value exceeds the investment in the contract (see *Appendix C: Contract Types and Tax Information*). Nationwide will charge against the contract any premium taxes levied by any governmental authority. Premium tax rates currently range from 0% to 5% (see *Premium Taxes* and *Appendix C: Contract Types and Tax Information*).

Death Benefit

An applicant may elect either the standard death benefit (Return of Premium) or an available death benefit option that is offered under the contract for an additional charge. If no election is made at the time of application, the death benefit will be the standard death benefit.

Cancellation of the Contract

Under state insurance laws, Contract Owners have the right, during a limited period of time, to examine their contract and decide if they want to keep it or cancel it. This right is referred to as a ″free look″ right. The length of this time period depends on state law and may vary depending on whether the purchase is a replacement of another annuity contract. For ease of administration, Nationwide will honor any free look cancellation request that is in good order and received at the Service Center or postmarked within 30 days after the contract issue date (see *Right to Examine and Cancel* and *Contacting the Service Center*).

If the Contract Owner elects to cancel the contract pursuant to the free look provision, where required by law, Nationwide will return the greater of the Contract Value or the amount of purchase payment(s) applied during the free look period, less any Purchase Payment Credits, withdrawals from the contract, and applicable federal and state income tax withholding. Otherwise, Nationwide will return the Contract Value, less any Purchase Payment Credits, withdrawals from the contract, and applicable federal and state income tax withholding (see *Right to Examine and Cancel*).

Condensed Financial Information

The value of an Accumulation Unit is determined on the basis of changes in the per share value of the underlying mutual funds and the assessment of Variable Account charges which may vary from contract to contract (see *Determining the Contract Value*). Refer to *Appendix B: Condensed Financial Information* for information regarding the minimum and maximum class of Accumulation Unit values. All classes of Accumulation Unit values may be obtained free of charge by contacting the Service Center.

Financial Statements

Financial statements for the Variable Account and consolidated financial statements for Nationwide are located in the Statement of Additional Information. A current Statement of Additional Information may be obtained, without charge, by contacting the Service Center.

Nationwide Life Insurance Company

Nationwide, the depositor, is a stock life insurance company organized under Ohio law in March 1929, with its home office at One Nationwide Plaza, Columbus, Ohio 43215. Nationwide is a provider of life insurance, annuities, and retirement products. Nationwide is admitted to do business in all states, the District of Columbia, Guam, the U.S. Virgin Islands, and Puerto Rico.

Nationwide is a member of the Nationwide group of companies. Nationwide Mutual Insurance Company and Nationwide Mutual Fire Insurance Company (the ″Companies″) are the ultimate controlling persons of the Nationwide group of companies. The Companies were organized under Ohio law in December 1925 and 1933 respectively. The Companies engage in a general insurance and reinsurance business, except life insurance.

Nationwide Investment Services Corporation

The contracts are distributed by the general distributor, Nationwide Investment Services Corporation (″NISC″), One Nationwide Plaza, Columbus, Ohio 43215. NISC is a wholly-owned subsidiary of Nationwide.

Investing in the Contract

The Variable Account and Underlying Mutual Funds

Nationwide Variable Account-II is a variable account that invests in the underlying mutual funds listed in *Appendix A: Underlying Mutual Fund Information*. Nationwide established the Variable Account on October 7, 1981 pursuant to Ohio law. Although the Variable Account is registered with the SEC as a unit investment trust pursuant to the Investment Company Act of 1940 ("1940 Act"), the SEC does not supervise the management of Nationwide or the Variable Account.

Income, gains, and losses credited to or charged against the Variable Account reflect the Variable Account's own investment experience and not the investment experience of Nationwide's other assets. The Variable Account's assets are held separately from Nationwide's assets and are not chargeable with liabilities incurred in any other business of Nationwide. Nationwide is obligated to pay all amounts promised to Contract Owners under the contracts. Amounts paid to Contract Owners under the contracts in excess of the Contract Value, such as amounts that may be paid under an elected death benefits option or a living benefit option, are paid from the General Account and are subject to Nationwide's creditors and ultimately, its overall claims paying ability.

The Variable Account is divided into Sub-Accounts, each of which invests in shares of a single underlying mutual fund. Nationwide uses the assets of each Sub-Account to buy shares of the underlying mutual funds based on Contract Owner instructions.

Contract Owners receive underlying mutual fund prospectuses when they make their initial Sub-Account allocations and any time they change those allocations. **Contract Owners can obtain prospectuses for underlying mutual funds free of charge at any time by contacting the Service Center. Contract Owners should read these prospectuses carefully before investing.**

Underlying mutual funds in the Variable Account are NOT publicly traded mutual funds. They are only available as investment options in variable life insurance policies or variable annuity contracts issued by life insurance companies, or in some cases, through participation in certain qualified pension or retirement plans.

The investment advisers of the underlying mutual funds may manage publicly traded mutual funds with similar names and investment objectives. However, the underlying mutual funds are NOT directly related to any publicly traded mutual fund. Contract Owners should not compare the performance of a publicly traded fund with the performance of underlying mutual funds participating in the Variable Account. The performance of the underlying mutual funds could differ substantially from that of any publicly traded funds.

The particular underlying mutual funds available under the contract may change from time to time. Specifically, underlying mutual funds or underlying mutual fund share classes that are currently available may be removed or closed off to future investment. New underlying mutual funds or new share classes of currently available underlying mutual funds may be added. Contract Owners will receive notice of any such changes that affect their contract. The underlying mutual funds, which sell their shares to the Sub-Accounts pursuant to participation agreements, also may terminate these agreements and discontinue offering their shares to the Sub-Accounts. Additionally, the 7% Nationwide Lifetime Income Rider, Nationwide Lifetime Income Capture option, and Nationwide Lifetime Income Track option limit the list of underlying mutual funds available in connection with that option (see *Income Benefit Investment Options*).

In the future, additional underlying mutual funds managed by certain financial institutions, brokerage firms, or their affiliates may be added to the Variable Account. These additional underlying mutual funds may be offered exclusively to purchasing customers of the particular financial institution or brokerage firm, or through other exclusive distribution arrangements.

Voting Rights

Contract Owners with assets allocated to Sub-Accounts are entitled to certain voting rights. Nationwide will vote Contract Owner shares at special shareholder meetings based on Contract Owner instructions. However, if the law changes and Nationwide is allowed to vote in its own right, it may elect to do so.

Contract Owners with voting interests in an underlying mutual fund will be notified of issues requiring the shareholders' vote as soon as possible before the shareholder meeting. Notification will contain proxy materials and a form with which to give Nationwide voting instructions. Nationwide will vote shares for which no instructions are received in the same proportion as those that are received. What this means is that when only a small number of Contract Owners vote, each vote has a greater impact on, and may control, the outcome.

The number of shares which a Contract Owner may vote is determined by dividing the cash value of the amount they have allocated to an underlying mutual fund by the Net Asset Value of that underlying mutual fund. Nationwide will designate a date for this determination not more than 90 days before the shareholder meeting.

Material Conflicts

The underlying mutual funds may be offered through separate accounts of other insurance companies, as well as through other separate accounts of Nationwide. Nationwide does not anticipate any disadvantages to this. However, it is possible that a conflict may arise between the interests of the Variable Account and one or more of the other separate accounts in which these underlying mutual funds participate.

Material conflicts may occur due to a change in law affecting the operations of variable life insurance policies and variable annuity contracts, or differences in the voting instructions of the Contract Owners and those of other companies. If a material conflict occurs, Nationwide will take whatever steps are necessary to protect Contract Owners and variable annuity payees, including withdrawal of the Variable Account from participation in the underlying mutual fund(s) involved in the conflict.

Substitution of Securities

Nationwide may substitute, eliminate, or combine shares of another underlying mutual fund for shares already purchased or to be purchased in the future if either of the following occurs:

(1) shares of a current underlying mutual fund are no longer available for investment; or

(2) further investment in an underlying mutual fund is inappropriate.

Nationwide will not substitute shares of any underlying mutual fund in which the Sub-Accounts invest without any necessary prior approval of the appropriate state or federal regulatory authorities. All affected Contract Owners will be notified in the event there is a substitution, elimination, or combination of shares.

The substitute underlying mutual fund may have different fees and expenses. Substitution may be made with respect to existing investments or the investment of future purchase payments, or both.

Deregistration of the Variable Account

Nationwide may deregister the Variable Account under the 1940 Act in the event the Variable Account meets an exemption from registration under the 1940 Act, if there are no shareholders in the separate account, or for any other purpose approved by the SEC.

No deregistration may take place without the prior approval of the SEC. All affected Contract Owners will be notified in the event Nationwide deregisters the Variable Account. If the Variable Account is deregistered Nationwide's contractual obligations to the Contract Owner will continue.

The Fixed Account

The Fixed Account is an investment option that is funded by assets of Nationwide's General Account. The General Account contains all of Nationwide's assets other than those in this and other Nationwide separate accounts and is used to support Nationwide's annuity and insurance obligations. These obligations may include certain death benefits and living benefits as described in this prospectus. The General Account is not subject to the same laws as the Variable Account and the SEC has not reviewed material in this prospectus relating to the Fixed Account.

Purchase payments will be allocated to the Fixed Account by election of the Contract Owner. Nationwide reserves the right to limit or refuse purchase payments and/or transfers allocated to the Fixed Account at its sole discretion. Generally, Nationwide will invoke this right when interest rates are low by historical standards. Nationwide also reserves the right to limit the amount that can be transferred from the Fixed Account at the end of an interest rate guaranteed period. State law requires Nationwide to reserve the right to postpone payment or transfer out of the Fixed Account for a period of up to six months from the date of the withdrawal or transfer request. The Fixed Account may not be available in every state.

The investment income earned by the Fixed Account will be allocated to the contracts at varying guaranteed interest rate(s) depending on the following categories of Fixed Account allocations:

- New Money Rate – The rate credited on the Fixed Account allocation when the contract is purchased or when subsequent purchase payments are made. Subsequent purchase payments may receive different New Money Rates than the rate when the contract was issued, since the New Money Rate is subject to change based on market conditions.

- Variable Account to Fixed Rate – Allocations transferred from any of the Sub-Accounts to the Fixed Account may receive a different rate. The rate may be lower than the New Money Rate. There may be limits on the amount and frequency of movements from the Sub-Accounts to the Fixed Account.
- Renewal Rate – The rate available for maturing Fixed Account allocations which are entering a new guarantee period. The Contract Owner will be notified of this rate in a letter issued with the quarterly statements when a Contract Owner's Fixed Account allocation matures. At that time, the Contract Owner will have an opportunity to leave the money in the Fixed Account and receive the Renewal Rate or the Contract Owner can move the money to any of the other investment options.
- Dollar Cost Averaging Rate – From time to time, Nationwide may offer a more favorable rate for an initial purchase payment into a new contract when used in conjunction with a Dollar Cost Averaging program. Rates will vary depending on the Dollar Cost Averaging program elected (see *Contract Owner Services*).

All of these rates are subject to change on a daily basis; however, once applied to the Fixed Account, the interest rates are guaranteed until the end of the calendar quarter during which the 12-month anniversary of the Fixed Account allocation occurs.

Credited interest rates are annualized rates – the effective yield of interest over a one-year period. Interest is credited to each contract on a daily basis. As a result, the credited interest rate is compounded daily to achieve the stated effective yield.

The guaranteed rate for any purchase payment will be effective for not less than 12 months. Nationwide guarantees that the rate will not be less than the minimum interest rate required by applicable state law. Any interest in excess of the minimum interest rate required by applicable state law will be credited to Fixed Account allocations at Nationwide's sole discretion.

Nationwide guarantees that the value of Fixed Account allocations will not be less than the amount of the purchase payments and Purchase Payment Credits allocated to the Fixed Account, plus interest credited as described above, less any withdrawals and any applicable charges including CDSC.

Fixed Account Interest Rate Guarantee Period

The Fixed Account interest rate guarantee period is the period of time that the Fixed Account interest rate is guaranteed to remain the same. During a Fixed Account interest rate guarantee period, transfers cannot be made from the Fixed Account, and amounts transferred to the Fixed Account must remain on deposit.

For new purchase payments allocated to the Fixed Account and transfers to the Fixed Account, the Fixed Account interest rate guarantee period begins on the date of deposit or transfer and ends on the one-year anniversary of the deposit or transfer. The guaranteed interest rate period may last for up to three months beyond the one-year anniversary because guaranteed terms end on the last day of a calendar quarter.

Fixed Account Charges Assessed for Certain Optional Benefits

All interest rates credited to the Fixed Account will be determined as previously described. However, for contracts with certain optional benefits elected, a charge is assessed to assets allocated to the Fixed Account by reducing the interest crediting rate. Consequently, the charge assessed for the optional benefit will result in a lower credited interest rate (reduced by the amount of the charge).

- The Beneficiary Protector II Option has a Fixed Account charge equal to 0.35%.

Even if the credited interest rate is reduced by an optional benefit charge, Nationwide guarantees that the interest rate credited to any assets in the Fixed Account will never be less than the minimum interest rate required by applicable state law.

Contacting the Service Center

All inquiries, paperwork, information requests, service requests, and transaction requests should be made to the Service Center:

- by telephone at 1-800-848-6331 (TDD 1-800-238-3035)
- by mail to P.O. Box 182021, Columbus, Ohio 43218-2021
- by fax at 1-888-634-4472
- by Internet at www.nationwide.com.

Nationwide reserves the right to restrict or remove the ability to submit service requests via Internet, phone, or fax upon written notice.

Not all methods of communication are available for all types of requests. Purchase payments may be submitted by mail or by electronic deposit (ex. through Automated Clearing House (ACH) or electronic wires). Withdrawal requests may be submitted by mail or fax. To determine which methods are permitted for a particular request, refer to the specific transaction provision in this prospectus or call the Service Center. Requests submitted by means other than described in this prospectus could be returned or delayed.

Service and transaction requests will generally be processed on the Valuation Date they are received at the Service Center as long as the request is in good order. Good order generally means that all necessary information to process the request is complete and in a form acceptable to Nationwide. If a request is not in good order, Nationwide will take reasonable actions to obtain the information necessary to process the request. Requests that are not in good order may be delayed or returned. Nationwide reserves the right to process any purchase payment or withdrawal request sent to a location other than the Service Center on the Valuation Date it is received at the Service Center. On any day the post office is closed, Nationwide is unable to retrieve service and transaction requests that are submitted by mail. This will result in a delay of the delivery of those requests to the Service Center.

Nationwide will use reasonable procedures to confirm that instructions are genuine and will not be liable for following instructions that it reasonably determined to be genuine. Nationwide may record telephone requests. Telephone and computer systems may not always be available. Any telephone system or computer can experience outages or slowdowns for a variety of reasons. The outages or slowdowns could prevent or delay processing. Although Nationwide has taken precautions to support heavy use, it is still possible to incur an outage or delay. To avoid technical difficulties, submit transaction requests by mail.

The Contract in General

In order to comply with the USA PATRIOT Act and rules promulgated thereunder, Nationwide has implemented procedures designed to prevent contracts described in this prospectus from being used to facilitate money laundering or the financing of terrorist activities. If mandated under applicable law, Nationwide may be required to reject a purchase payment and/or block a Contract Owner's account and thereby refuse to process any request for transfers, withdrawals, surrenders, loans or death benefits until instructions are received from the appropriate regulators. Nationwide may also be required to provide additional information about a Contract Owner or a Contract Owner's account to governmental regulators.

Due to state law variations, the options and benefits described in this prospectus may vary or may not be available depending on the state in which the contract is issued. Possible state law variations include, but are not limited to, minimum initial and subsequent purchase payment amounts, age issuance limitations, availability of certain investment options, optional benefits, free look rights, annuity payment options, ownership and interests in the contract, assignment, death benefit calculations, and CDSC-free withdrawal privileges. This prospectus describes all the material features of the contract. State variations are subject to change without notice at any time. To review a copy of the contract and any endorsements, contact the Service Center.

If the contract described in this prospectus is replacing another variable annuity, the mortality tables used to determine the amount of annuity payments for this contract may be less favorable than those in the contract being replaced. Additionally, upon replacement, all benefits accrued under the replaced contract are forfeited.

Except in certain circumstances involving fraud and where permitted by state law, Nationwide will not contest the contract after it has been in force during the lifetime of the Annuitant for two years after the date of contract issuance or effective date of certain contract changes, as defined in the contract.

Nationwide will not pay insurance proceeds directly to minors. Contact a legal advisor for options to facilitate the timely availability of monies intended for a minor's benefit.

The annuity described in this prospectus is intended to provide benefits to a single individual and his/her beneficiaries. It is not intended to be used by institutional investors, in connection with other Nationwide contracts that have the same Annuitant, or in connection with other Nationwide contracts that have different Annuitants, but the same Contract Owner. If Nationwide determines that the risks it intended to assume in issuing the contract have been altered by misusing the contract as described above, Nationwide reserves the right to take any action it deems necessary to reduce or eliminate the altered risk. Nationwide also reserves the right to take any action it deems necessary to reduce or eliminate altered risk resulting from materially false, misleading, incomplete, or otherwise deficient information provided by the Contract Owner.

These contracts are offered to customers of various financial institutions and brokerage firms. No financial institution or brokerage firm is responsible for any of the contractual insurance benefits and features guaranteed under the contracts. *These guarantees are the sole responsibility of Nationwide*.

In general, deferred variable annuities are long-term investments; they are not intended as short-term investments. The contracts associated with this prospectus are not intended to be sold to a terminally ill Contract Owner or Annuitant. Accordingly, Nationwide has designed the contract to offer features, pricing, and investment options that encourage long-term ownership. It is very important that Contract Owners and prospective purchasers understand all the costs associated with owning a contract, and if and how those costs change during the lifetime of the contract. Contract charges may not be the same in later Contract Years as they are in early Contract Years. The various contract charges are assessed in order to compensate Nationwide for administrative services, distribution and operational expenses, and assumed actuarial risks associated with the contract.

Cybersecurity

Nationwide's businesses are highly dependent upon its computer systems and those of its business partners. This makes Nationwide potentially susceptible to operational and information security risks resulting from a cyber-attack. These risks include direct risks, such as theft, misuse, corruption and destruction of data maintained by Nationwide, and indirect risks, such as denial of service, attacks on service provider websites and other operational disruptions that impede Nationwide's ability to electronically interact with service providers. Cyber-attacks affecting Nationwide, the underlying mutual funds, intermediaries, and other service providers may adversely affect Nationwide and Contract Values. In connection with any such cyber-attack, Nationwide and/or its service providers and intermediaries may be subject to regulatory fines and financial losses and/or reputational damage. Cybersecurity risks may also impact the issuers of securities in which the underlying mutual funds invest, which may cause the underlying mutual funds to lose value. Although Nationwide undertakes substantial efforts to protect its computer systems from cyber-attacks, including internal processes and technological defenses that are preventative or detective, and other controls designed to provide multiple layers of security assurance, there can be no guarantee that Nationwide, its service providers, or the underlying mutual funds will avoid losses affecting contracts due to cyber-attacks or information security breaches in the future.

In the event that Contract Values are adversely affected as a result of the failure of Nationwide's cybersecurity controls, Nationwide will take reasonable steps to restore Contract Values to the levels that they would have been had the cyber-attack not occurred. Nationwide will not, however, be responsible for any adverse impact to Contract Values that result from the Contract Owner or its designee's negligent acts or failure to use reasonably appropriate safeguards to protect against cyber-attacks.

Reservation of Rights

In addition to rights that Nationwide specifically reserves elsewhere in this prospectus, Nationwide reserves the right, subject to any applicable regulatory approvals, to perform any or all of the following:

- close Sub-Accounts to additional purchase payments on existing contracts or close Sub-Accounts for contracts purchased on or after specified dates. Changes of this nature will be made as directed by the underlying mutual funds or because Nationwide determines that the underlying mutual fund is no longer suitable (see *Identification of Underlying Mutual Funds*);
- make changes required by any change in the federal securities laws, including, but not limited to, the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Company Act of 1940, or any other changes to the Securities and Exchange Commission's interpretation thereof;
- make any changes necessary to maintain the status of the contracts as annuities under the Internal Revenue Code;
- make any changes required by federal or state laws with respect to annuity contracts; and
- suspend or discontinue sale of the contracts. The decision to suspend or discontinue sale of the contracts is made at Nationwide's discretion. Any decision of this nature would not impact current Contract Owners.

Contract Owners will be notified of any resulting changes by way of a supplement to the prospectus.

Following is a discussion of some relevant factors that may be of particular interest to prospective investors.

Distribution, Promotional, and Sales Expenses

Nationwide pays commissions to the firms that sell the contracts. The maximum gross commission that Nationwide will pay on the sale of the contracts is 8.00% of purchase payments. **Note:** The individual registered representatives typically receive only a portion of this amount; the remainder is retained by the firm. Nationwide may also, instead of a premium-based commission, pay an asset-based commission (sometimes referred to as "trails" or "residuals"), or a combination of the two.

In addition to or partially in lieu of commission, Nationwide may also pay the selling firms a marketing allowance, which is based on the firm's ability and demonstrated willingness to promote and market Nationwide's products. How any marketing allowance is spent is determined by the firm, but generally will be used to finance firm activities that may contribute to the promotion and marketing of Nationwide's products. For more information on the exact compensation arrangement associated with this contract, consult your sales representative.

Underlying Mutual Fund Service Fee Payments

Nationwide's Relationship with the Underlying Mutual Funds

The underlying mutual funds incur expenses each time they sell, administer, or redeem their shares. The Variable Account aggregates Contract Owner purchase, redemption, and transfer requests and submits net or aggregated purchase/ redemption requests to each underlying mutual fund daily. The Variable Account (not the Contract Owners) is the underlying mutual fund shareholder. When the Variable Account aggregates transactions, the underlying mutual fund does not incur the expense of processing individual transactions it would normally incur if it sold its shares directly to the public. Nationwide incurs these expenses instead.

Nationwide also incurs the distribution costs of selling the contract (as discussed above), which benefit the underlying mutual funds by providing Contract Owners with Sub-Account options that correspond to the underlying mutual funds.

An investment adviser or subadviser of an underlying mutual fund or its affiliates may provide Nationwide or its affiliates with wholesaling services that assist in the distribution of the contract and may pay Nationwide or its affiliates to participate in educational and/or marketing activities. These activities may provide the adviser or subadviser (or their affiliates) with increased exposure to persons involved in the distribution of the contract.

Types of Payments Nationwide Receives

In light of the above, the underlying mutual funds and their affiliates make certain payments to Nationwide or its affiliates (the "payments"). The amount of these payments is typically based on a percentage of assets invested in the underlying mutual funds attributable to the contracts and other variable contracts Nationwide and its affiliates issue, but in some cases may involve a flat fee. These payments are made for various purposes, including payments for the services provided and expenses incurred by the Nationwide companies in promoting, marketing and administering the contracts and underlying funds. Nationwide may realize a profit on the payments received.

Nationwide or its affiliates receive the following types of payments:

- Underlying mutual fund 12b-1 fees, which are deducted from underlying mutual fund assets;
- Sub-transfer agent fees or fees pursuant to administrative service plans adopted by the underlying mutual fund, which may be deducted from underlying mutual fund assets; and
- Payments by an underlying mutual fund's adviser or subadviser (or its affiliates). Such payments may be derived, in whole or in part, from the advisory fee, which is deducted from underlying mutual fund assets and is reflected in mutual fund charges.

Furthermore, Nationwide benefits from assets invested in Nationwide's affiliated underlying mutual funds (*i.e.*, Nationwide Variable Insurance Trust) because its affiliates also receive compensation from the underlying mutual funds for investment advisory, administrative, transfer agency, distribution, and/or other services provided. Thus, Nationwide may receive more revenue with respect to affiliated underlying mutual funds than unaffiliated underlying mutual funds.

Nationwide took into consideration the anticipated mutual fund service fee payments from the underlying mutual funds when it determined the charges imposed under the contracts (apart from fees and expenses imposed by the underlying mutual funds). Without these mutual fund service fee payments, Nationwide would have imposed higher charges under the contract.

Amount of Payments Nationwide Receives

For the year end December 31, 2017, the underlying mutual fund service fee payments Nationwide and its affiliates received from the underlying mutual funds did not exceed 0.75% (as a percentage of the average Daily Net Assets invested in the underlying mutual funds) offered through the contract or other variable contracts that Nationwide and its affiliates issue. Payments from investment advisers or subadvisers to participate in educational and/or marketing activities have not been taken into account in this percentage.

Most underlying mutual funds or their affiliates have agreed to make payments to Nationwide or its affiliates, although the applicable percentages may vary from underlying mutual fund to underlying mutual fund and some may not make any payments at all. Because the amount of the actual payments Nationwide and its affiliates receive depends on the assets of the underlying mutual funds attributable to the contract, Nationwide and its affiliates may receive higher payments from underlying mutual funds with lower percentages (but greater assets) than from underlying mutual funds that have higher percentages (but fewer assets).

For contracts owned by an employer sponsored retirement plan subject to ERISA, upon a plan trustee's request, Nationwide will provide a best estimate of plan-specific, aggregate data regarding the amount of underlying mutual fund service fee payments Nationwide received in connection with the plan's investments either for the previous calendar year or plan year, if the plan year is not the same as the calendar year.

Identification of Underlying Mutual Funds

Nationwide may consider several criteria when identifying the underlying mutual funds, including some or all of the following: investment objectives, investment process, risk characteristics, investment capabilities, experience and resources, investment consistency, fund expenses, asset class coverage, the alignment of the investment objectives of the underlying mutual fund with Nationwide's hedging strategy, the strength of the adviser's or subadviser's reputation and tenure, brand recognition, and the capability and qualification of each investment firm. Other factors Nationwide may consider during the identification process are: whether the underlying mutual fund's adviser or subadviser is a Nationwide affiliate; whether the underlying mutual fund or its service providers (e.g. the investment adviser or subadvisers), or its affiliates will make mutual fund service fee payments to Nationwide or its affiliates in connection with certain administrative, marketing, and support services; or whether affiliates of the underlying mutual fund can provide marketing and distribution support for sales of the contracts. For additional information on these arrangements, see *Types of Payments Nationwide Receives.* Nationwide reviews the funds periodically and may remove a fund or limit its availability to new contributions and/or transfers of account value if Nationwide determines that a fund no longer satisfies one or more of the selection criteria, and/or if the fund has not attracted significant allocations from Contract Owners.

Nationwide does not recommend or endorse any particular fund and it does not provide investment advice.

There may be underlying mutual funds with lower fees and expenses, as well as other variable contracts that offer underlying mutual funds with lower fees and expenses. The purchaser should consider all of the fees and charges of the contract in relation to its features and benefits when making a decision to invest. **Note:** Higher contract and underlying mutual fund fees and expenses have a direct effect on and may lower investment performance.

Treatment of Unclaimed Property

Every state has unclaimed property laws which generally declare annuity contracts to be abandoned after a period of inactivity of three to five years from the contract's Annuity Commencement Date or the date Nationwide becomes informed that a death benefit is due and payable. For example, if the payment of a death benefit has been triggered, but, if after a thorough search, Nationwide is still unable to locate the beneficiary of the death benefit, or the beneficiary does not come forward to claim the death benefit in a timely manner, the death benefit will be surrendered and placed in a non-interest bearing account. While in the non-interest bearing account, Nationwide will continue to perform due diligence required by state law. Once the state mandated period has expired, Nationwide will escheat the death benefit to the abandoned property division or unclaimed property office of the state in which the beneficiary or the Contract Owner last resided, as shown on Nationwide's books and records, or to Ohio, Nationwide's state of domicile. If a claim is subsequently made, the state is obligated to pay any such amount (without interest) to the designated recipient upon presentation of proper documentation.

To prevent escheatment, it is important to update beneficiary designations - including complete names, complete addresses, phone numbers, and social security numbers - as they change. Such updates should be sent to the Service Center.

Profitability

Nationwide does consider profitability when determining the charges in the contract. In early Contract Years, Nationwide does not anticipate earning a profit, since that is a time when administrative and distribution expenses are typically higher. Nationwide does, however, anticipate earning a profit in later Contract Years. In general, Nationwide's profit will be greater the higher the investment return and the longer the contract is held.

Contract Modification

Nationwide may modify the contract, but no modification will affect the amount or term of any contract unless a modification is required to conform the contract to applicable federal or state law. No modification will affect the method by which Contract Value is determined.

Standard Charges and Deductions

Mortality and Expense Risk Charge

Nationwide deducts a Mortality and Expense Risk Charge equal to an annualized rate of 1.10% of the Daily Net Assets. The Mortality and Expense Risk Charge compensates Nationwide for providing the insurance benefits under the contract, including the contract's standard death benefit. It also compensates Nationwide for assuming the risk that Annuitants will live longer than assumed. Finally, the Mortality and Expense Risk Charge compensates Nationwide for guaranteeing that charges will not increase regardless of actual expenses. Nationwide may realize a profit from this charge.

Administrative Charge

Nationwide deducts an Administrative Charge equal to an annualized rate of 0.20% of the Daily Net Assets. The Administrative Charge reimburses Nationwide for administrative costs it incurs resulting from providing contract benefits, including preparation of the contract and prospectus, confirmation statements, annual account statements and annual reports, legal and accounting fees, as well as various related expenses. Nationwide may realize a profit from this charge.

Contract Maintenance Charge

A $30 Contract Maintenance Charge is assessed on each Contract Anniversary and upon full surrender of the contract.

This charge reimburses Nationwide for administrative expenses involved in issuing and maintaining the contract. If on any Contract Anniversary (or on the date of a full surrender) the Contract Value is $50,000 or more, Nationwide will waive the Contract Maintenance Charge from that point forward.

The deduction of the Contract Maintenance Charge will be taken proportionally from each Sub-Account and the Fixed Account based on the value in each option as compared to the total Contract Value.

Nationwide will not reduce or eliminate the Contract Maintenance Charge where it would be discriminatory or unlawful.

Contingent Deferred Sales Charge

No sales charge deduction is made from purchase payments upon deposit into the contract. However, if any part of the contract is withdrawn, Nationwide may deduct a CDSC. The CDSC will not exceed 7% of purchase payments withdrawn.

The CDSC is calculated by multiplying the applicable CDSC percentage (noted in the following table) by the amount of purchase payments withdrawn. For purposes of calculating the CDSC, withdrawals are considered to come first from the oldest purchase payment made to the contract, then the next oldest purchase payment, and so forth. CDSC provisions vary by state. Refer to the contract for state specific information.

The CDSC applies as follows:

Number of Completed Years from Date of Purchase Payment	0	1	2	3	4	5	6	7+
CDSC Percentage	7%	7%	6%	5%	4%	3%	2%	0%

Earnings are not subject to the CDSC, but may not be distributed prior to the distribution of all purchase payments. (For tax purposes, a withdrawal is usually treated as a withdrawal of earnings first.)

The CDSC is used to cover sales expenses, including commissions, production of sales material, and other promotional expenses. If expenses are greater than the CDSC, the shortfall will be made up from Nationwide's general assets, which may indirectly include portions of the Variable Account charges, since Nationwide may generate a profit from these charges.

All or a portion of any withdrawal may be subject to federal income taxes. Contract Owners taking withdrawals before age 59½ may be subject to a 10% penalty tax.

Additional purchase payments made to the contract after receiving the benefit of the Spousal Protection Feature are subject to the same CDSC provisions that were applicable prior to receiving the benefit of the Spousal Protection Feature. However, no CDSC will apply to purchase payments made prior to the death of the first spouse.

Waiver of Contingent Deferred Sales Charge

The maximum amount that can be withdrawn annually without a CDSC is the greatest of:

(1) 10% of the net difference of purchase payments that are subject to CDSC minus purchase payments previously withdrawn that were subject to CDSC;

(2) any amount withdrawn to meet minimum distribution requirements for this contract under the Internal Revenue Code; or

(3) for those contracts with the 7% Nationwide Lifetime Income Rider, Nationwide Lifetime Income Capture option, or Nationwide Lifetime Income Track option, withdrawals up to the annual benefit amount.

This CDSC-free withdrawal privilege is non-cumulative. Free amounts not taken during any given Contract Year cannot be taken as free amounts in a subsequent Contract Year.

Note: CDSC-free withdrawals do not count as ″purchase payments previously withdrawn that were subject to CDSC″ and, therefore, do not reduce the amount used to calculate subsequent CDSC-free withdrawal amounts.

In addition, no CDSC will be deducted:

(1) upon the annuitization of contracts which have been in force for at least two years;

(2) upon payment of a death benefit; or

(3) from any values which have been held under a contract for at least seven years.

No CDSC applies to transfers between or among the various investment options in the contract.

A contract held by a Charitable Remainder Trust (within the meaning of Internal Revenue Code Section 664) may withdraw the greater of (i) the amount available under the CDSC-free withdrawal privilege described above, and (ii) the difference between:

(a) the Contract Value at the close of the day prior to the date of the withdrawal; and

(b) the total purchase payments made to the contract as of the date of the withdrawal (less an adjustment for amounts previously withdrawn).

The CDSC will not be eliminated if to do so would be unfairly discriminatory or prohibited by state law.

The CDSC-free withdrawal privilege does not apply to full surrenders of the contract. For purposes of the CDSC-free withdrawal privilege, a full surrender is:

- multiple withdrawals taken within a Contract Year that deplete the entire Contract Value; or
- any single net withdrawal of 90% or more of the Contract Value.

Long-Term Care/Nursing Home and Terminal Illness Waiver

The contract includes a Long-Term Care/Nursing Home and Terminal Illness Waiver at no additional charge. This benefit may not be available in every state.

Under this provision, no CDSC will be charged if:

(1) the first Contract Anniversary has passed and the Contract Owner has been confined to a long-term care facility or hospital for a continuous 90-day period that began after the contract issue date; or

(2) the Contract Owner has been diagnosed by a physician at any time after contract issuance to have a terminal illness and Nationwide receives and records a letter from that physician indicating such diagnosis.

Written notice and proof of terminal illness or confinement for 90 days in a hospital or long-term care facility must be received in a form satisfactory to Nationwide and recorded at the Service Center prior to waiver of the CDSC.

In the case of joint ownership, the waivers will apply if either joint owner meets the qualifications listed above.

For those contracts that have a non-natural person as Contract Owner as an agent for a natural person, the Annuitant may exercise the right of the Contract Owner for purposes described in this provision. If the non-natural Contract Owner does not own the contract as an agent for a natural person (e.g., the Contract Owner is a corporation or a trust for the benefit of an entity), the Annuitant may not exercise the rights described in this provision.

Note: The benefit associated with this feature is the waiver of CDSC under certain circumstances. This feature is not intended to provide or imply that the contract provides long-term care or nursing home insurance coverage.

Premium Taxes

Nationwide will charge against the Contract Value any premium taxes levied by a state or other government entity. Premium tax rates currently range from 0% to 5% and vary from state to state. This range is subject to change. Nationwide will assess premium taxes to the contract at the time Nationwide is assessed the premium taxes by the state. **Premium taxes may be deducted from death benefit proceeds**.

Optional Contract Benefits, Charges, and Deductions

For an additional charge, the following optional benefits are available to applicants. Not all optional benefits are available in every state.

Death Benefit Options

For an additional charge, the applicant may elect one of the following death benefit options in lieu of the standard death benefit.

Changes in ownership and contract assignments could have a negative impact on the death benefit (see *Death Benefits*).

One-Year Enhanced Death Benefit Option

For an additional charge at an annualized rate of 0.20% of the Daily Net Assets, an applicant can elect the One-Year Enhanced Death Benefit Option. The One-Year Enhanced Death Benefit Option is only available for contracts with Annuitants age 80 or younger at the time of application. This option must be elected at the time of application, and the option is irrevocable. The charge associated with this option is calculated and deducted daily as part of the Accumulation Unit value calculation, and will be assessed until annuitization. Nationwide may realize a profit from the charge assessed for this option. This option, and any charge associated with it, will automatically terminate on the Annuitization Date.

If the Annuitant dies prior to the Annuitization Date and the total of all purchase payments made to the contract is less than or equal to $3,000,000, the death benefit will be the greatest of:

(1) the Contract Value as of the date that Nationwide receives all the information necessary to pay the death benefit;

(2) the total of all purchase payments, less an adjustment for amounts withdrawn; or

(3) the highest Contract Value on any Contract Anniversary prior to the Annuitant's 86th birthday, less an adjustment for amounts subsequently withdrawn, plus purchase payments received after that Contract Anniversary.

Any adjustment for amounts withdrawn will reduce the applicable factor above in the same proportion that the Contract Value was reduced on the date(s) of the partial withdrawal(s).

Note: For Contract Owners who have elected this option, if the total of all purchase payments made to the contract is greater than $3,000,000, the death benefit calculation will be adjusted as described in the *Death Benefit Calculations* provision.

The One-Year Enhanced Death Benefit Option also includes the Spousal Protection Feature, which allows a surviving spouse to continue the contract while receiving the economic benefit of the death benefit upon the death of the other spouse.

One-Month Enhanced Death Benefit Option

For an additional charge at an annualized rate of 0.35% of the Daily Net Assets, an applicant can elect the One-Month Enhanced Death Benefit Option. The One-Month Enhanced Death Benefit Option is only available for contracts with Annuitants age 75 or younger at the time of application. This option must be elected at the time of application, and the option is irrevocable. The charge associated with this option is calculated and deducted daily as part of the Accumulation Unit value calculation, and will be assessed until annuitization. Nationwide may realize a profit from the charge assessed for this option. This option, and any charge associated with it, will automatically terminate on the Annuitization Date.

If the Annuitant dies prior to the Annuitization Date and the total of all purchase payments made to the contract is less than or equal to $3,000,000, the death benefit will be the greatest of:

(1) the Contract Value as of the date that Nationwide receives all the information necessary to pay the death benefit;

(2) the total of all purchase payments, less an adjustment for amounts withdrawn; or

(3) the highest Contract Value on any Monthly Contract Anniversary prior to the Annuitant's 81st birthday, less an adjustment for amounts subsequently withdrawn, plus purchase payments received after that Monthly Contract Anniversary.

Any adjustment for amounts withdrawn will reduce the applicable factor above in the same proportion that the Contract Value was reduced on the date(s) of the partial withdrawal(s).

Note: For Contract Owners who have elected this option, if the total of all purchase payments made to the contract is greater than $3,000,000, the death benefit calculation will be adjusted as described in the *Death Benefit Calculations* provision.

The One-Month Enhanced Death Benefit Option also includes the Spousal Protection Feature, which allows a surviving spouse to continue the contract while receiving the economic benefit of the death benefit upon the death of the other spouse.

Combination Enhanced Death Benefit III Option

For contracts issued on or after January 12, 2015, or the date of state approval (whichever is later), for an additional charge at an annualized rate of 0.65% of the Daily Net Assets, an applicant can elect the Combination Enhanced Death Benefit III Option. The Combination Enhanced Death Benefit III Option is only available for contracts with Annuitants age 70 or younger at the time of application. This option must be elected at the time of application, and the option is irrevocable. The charge associated with this option is calculated and deducted daily as part of the Accumulation Unit value calculation, and will be assessed until annuitization. Nationwide may realize a profit from the charge assessed for this option. This option, and any charge associated with it, will automatically terminate on the Annuitization Date.

If the Annuitant dies prior to the Annuitization Date and the total of all purchase payments made to the contract is less than or equal to $3,000,000, the death benefit will be the greatest of:

(1) the Contract Value as of the date that Nationwide receives all the information necessary to pay the death benefit;

(2) the total of all purchase payments, less an adjustment for amounts withdrawn;

(3) the highest Contract Value on any Contract Anniversary before the Annuitant's 81st birthday, less an adjustment for amounts subsequently withdrawn, plus purchase payments received after that Contract Anniversary; or

(4) the interest anniversary value.

The interest anniversary value is equal to purchase payments, accumulated at the Interest Anniversary Rate until the last Contract Anniversary prior to the Annuitant's 81st birthday, proportionately adjusted for amounts withdrawn. The adjustment for amounts withdrawn will reduce the accumulated value as of the most recent Contract Anniversary prior to each partial withdrawal in the same proportion that the Contract Value was reduced on the date of the partial withdrawal. Such total accumulated amount, after the withdrawal adjustment, shall not exceed 200% of purchase payments adjusted for amounts withdrawn.

Any adjustment for amounts withdrawn will reduce the applicable factor above in the same proportion that the Contract Value was reduced on the date(s) of the partial withdrawal(s).

For contracts with applications signed on or after May 1, 2018, the Interest Anniversary Rate is disclosed in the Rate Sheet Supplement that is attached to the front of this prospectus delivered to you. The Rate Sheet Supplement discloses the Interest Anniversary Rate that is applicable during certain periods of time. In order to receive the applicable Interest

Anniversary Rate stated in the Rate Sheet Supplement, the application must be signed and received in good order by Nationwide within the stated time period during which such rates will be applicable. Interest Anniversary Rates applicable in time periods other than the time period when the application is signed are not applicable to the contract. Nationwide reserves the right to change the Interest Anniversary Rate at any time; however, Nationwide will not change the Interest Anniversary Rate for contracts once issued. You should not purchase the contract without first obtaining the applicable Rate Sheet Supplement that contains the Interest Anniversary Rate applicable at the time. All Rate Sheet Supplements are available by contacting the Service Center, and also are available on the EDGAR system at www.sec.gov (file number: 333-177439).

For contracts with applications signed prior to May 1, 2018, see *Appendix F: Historical Rates and Percentages*.

The following is an example of how the interest anniversary value will not exceed 200% of purchase payments. Assume a contract owner purchases a contract in 2015 for $100,000. In the year 2029, the contract stands as follows:

Total purchase payments:	$100,000
Contract Value:	$120,000
Highest Contract Anniversary Contract Value:	$125,000
Interest Anniversary Rate in effect when the contract was issued	5%
Interest anniversary value:	$197,993

If the annuitant dies in 2029, the death benefit would be $197,993.

However if the annuitant dies the next year, the death benefit would be $200,000 instead of $207,893 (calculation: 105% x $197,993) since the interest anniversary value is limited to 200% of the initial purchase payment of $100,000.

Using the same assumptions in the example above, the following is an example of how a surrender would impact the death benefit calculation. In the year 2024, the contract stands as follows:

Total purchase payments:	$100,000
Contract Value:	$120,000
Highest Contract Anniversary Contract Value:	$150,000
Interest Anniversary Rate in effect when the contract was issued	5%
Interest anniversary value:	$155,133

In 2024, the contract owner takes a partial surrender of $40,000. After the surrender, the highest Contract Anniversary Contract Value is $100,000 (calculation: $150,000 - $40,000/$120,000 x $150,000) and the interest anniversary value is $103,422 (calculation: $155,133 - $40,000/$120,000 x $155,133). After the date of the withdrawal, the interest anniversary value is limited to $133,333 (calculation: 200% x ($100,000 - $40,000/$120,000 x $100,000).

Note: For Contract Owners who have elected this option, if the total of all purchase payments made to the contract is greater than $3,000,000, the death benefit calculation will be adjusted as described in the *Death Benefit Calculations* provision.

The Combination Enhanced Death Benefit III Option also includes the Spousal Protection Feature, which allows a surviving spouse to continue the contract while receiving the economic benefit of the death benefit upon the death of the other spouse.

Combination Enhanced Death Benefit Option

For contracts issued on or after January 13, 2014, or the date of state approval (whichever is later), for an additional charge at an annualized rate of 0.65% of the Daily Net Assets, an applicant can elect the Combination Enhanced Death Benefit Option. For contracts issued before January 13, 2014, or the date of state approval (whichever is later), the additional charge for the Combination Enhanced Death Benefit Option is an annualized rate of 0.45% of the Daily Net Assets. The Combination Enhanced Death Benefit Option is only available for contracts with Annuitants age 75 or younger at the time of application. This option must be elected at the time of application, and the option is irrevocable. The charge associated with this option is calculated and deducted daily as part of the Accumulation Unit value calculation, and will be assessed until annuitization. Nationwide may realize a profit from the charge assessed for this option. The Combination Enhanced Death Benefit Option is only available until January 11, 2015, or the date of state approval of the Combination Enhanced Death Benefit III Option (whichever is later). This option, and any charge associated with it, will automatically terminate on the Annuitization Date.

If the Annuitant dies prior to the Annuitization Date and the total of all purchase payments made to the contract is less than or equal to $3,000,000, the death benefit will be the greatest of:

(1) the Contract Value as of the date that Nationwide receives all the information necessary to pay the death benefit;

(2) the total of all purchase payments, less an adjustment for amounts withdrawn;

(3) the highest Contract Value on any Contract Anniversary before the Annuitant's 81st birthday, less an adjustment for amounts subsequently withdrawn, plus purchase payments received after that Contract Anniversary; or

(4) the interest anniversary value.

The interest anniversary value is equal to purchase payments, accumulated at 5% annual compound interest until the last Contract Anniversary prior to the Annuitant's 81st birthday, proportionately adjusted for amounts withdrawn. The adjustment for amounts withdrawn will reduce the accumulated value as of the most recent Contract Anniversary prior to each partial withdrawal in the same proportion that the Contract Value was reduced on the date of the partial withdrawal. Such total accumulated amount, after the withdrawal adjustment, shall not exceed 200% of purchase payments adjusted for amounts withdrawn.

Any adjustment for amounts withdrawn will reduce the applicable factor above in the same proportion that the Contract Value was reduced on the date(s) of the partial withdrawal(s).

Note: For Contract Owners who have elected this option, if the total of all purchase payments made to the contract is greater than $3,000,000, the death benefit calculation will be adjusted as described in the *Death Benefit Calculations* provision.

The Combination Enhanced Death Benefit Option also includes the Spousal Protection Feature, which allows a surviving spouse to continue the contract while receiving the economic benefit of the death benefit upon the death of the other spouse.

Beneficiary Protector II Option

The Beneficiary Protector II Option provides that upon the death of the Annuitant (and potentially, the Co-Annuitant, if one is named), and in addition to any death benefit payable, Nationwide will credit an additional amount to the contract (the ″benefit″). This benefit would be advantageous if the Contract Owner anticipates the assessment of taxes in connection with the payment of the death benefit proceeds. Nationwide makes no assurances that the benefit associated with this option will offset all taxes. In addition, the Beneficiary Protector II Option will not provide a benefit if there are no earnings in connection with the payment of the death benefit proceeds. Consult a qualified tax advisor.

The amount of the benefit depends on the Annuitant's age at the time of application and, if applicable, the Co-Annuitant's age at the time of the first Annuitant's death.

The charge associated with the Beneficiary Protector II Option is equal to an annualized rate of 0.35% of the Daily Net Assets, calculated and deducted daily as part of the Accumulation Unit value calculation. In addition, allocations to the Fixed Account will be assessed a fee of 0.35%. The charge will be assessed until the earlier of annuitization or after all applicable benefits have been credited to the contract, as described below. Nationwide may realize a profit from the charge assessed for this option. The Beneficiary Protector II Option must be elected at the time of application, and the option is irrevocable. The Beneficiary Protector II Option is only available for contracts with Annuitants age 75 or younger at the time of application.

After the death of the last surviving Annuitant or after all applicable benefits have been credited to the contract, the charge associated with the Beneficiary Protector II Option will be removed and the beneficiary may:

(a) take distribution of the contract in the form of the death benefit or required distributions as applicable; or

(b) if the beneficiary is the deceased Annuitant's surviving spouse, continue the contract as the Contract Owner or new beneficial Contract Owner, and subject to any mandatory distribution rules.

Calculation of the First Benefit

The formula for determining the first benefit, which is paid upon the first Annuitant's death, is as follows:

Earnings Percentage x Adjusted Earnings

If the Annuitant is age 70 or younger at the time of application, the Earnings Percentage will be 40%. If the Annuitant is age 71 through age 75 at the time of application, the Earnings Percentage will be 25%.

Adjusted Earnings = (a) – (b); where:

a = the Contract Value on the date the death benefit is calculated and prior to any death benefit calculation; and

b = purchase payments, proportionally adjusted for withdrawals.

The adjustment for amounts withdrawn will reduce purchase payments in the same proportion that the Contract Value was reduced on the date(s) of the partial withdrawal(s).

There is a limit on the amount of Adjusted Earnings used in the first benefit calculation.

Maximum Adjusted Earnings = 200% of the total of all purchase payments that were applied to the contract more than 12 months before the date of the Annuitant's death (if there are Co-Annuitants, then the date of death of the first Co-Annuitant to die) proportionally adjusted for any and all withdrawals taken before the Annuitant's death.

If there is no Co-Annuitant named, the benefit will be paid in addition to the death benefit.

If there is a Co-Annuitant named, the benefit will be credited to the contract. The Beneficiary Protector II Option will remain on the contract (including the associated charge) until the death of the Co-Annuitant.

Calculation of the Second Benefit

If a Co-Annuitant is named under the contract, a second benefit will be paid upon the death of the Co-Annuitant if the Co-Annuitant is age 75 or younger at the date of the first Annuitant's death. If the Co-Annuitant is older than age 75 at the date of the first Annuitant's death, no second benefit will be paid and the charge associated with the Beneficiary Protector II Option will be removed.

The calculation of the second benefit will be based on earnings to the contract after the first benefit was calculated. The formula for calculating the second benefit is as follows:

Earnings Percentage x Adjusted Earnings from the Date of the First Benefit

If the Co-Annuitant is age 70 or younger at the time of the first Annuitant's death, the Earnings Percentage will be 40%. If the Co-Annuitant is age 71 through age 75 at the time of the first Annuitant's death, the Earnings Percentage will be 25%.

Adjusted Earnings from the Date of the First Benefit = (a) – (b) – (c), where:

a = Contract Value on the date the second death benefit is calculated (before the second death benefit is calculated);

b = the Contract Value on the date the first benefit and the first death benefit were calculated (after the first benefit and the first death benefit were applied), proportionately adjusted for withdrawals; and

c = purchase payments made after the first benefit was applied, proportionately adjusted for withdrawals.

The adjustment for amounts withdrawn will reduce the beginning Contract Value and purchase payments in the same proportion that the Contract Value was reduced on the date(s) of the partial withdrawal(s).

There is a limit on the amount of Adjusted Earnings from the Date of the First Benefit used in the second benefit calculation.

Maximum Adjusted Earnings from the Date of the First Benefit = 200% of the total of all purchase payments that were applied to the contract more than 12 months before the date of the Co-Annuitant's death (regardless of the date of the first Annuitant's death), proportionally adjusted for any and all withdrawals taken from the contract.

After the second benefit is applied, the charge associated with the Beneficiary Protector II Option will be removed.

How the Benefit is Allocated

Any amounts credited to the contract pursuant to the Beneficiary Protector II Option will be allocated among the investment options in the same proportion as each purchase payment is allocated to the contract on the date the benefit is applied.

Optional Living Benefits

An applicant may elect one of the available optional living benefits under the contract at the time of application. If an applicant elects an optional living benefit, Nationwide will deduct an additional charge as applicable for the elected living benefit. The optional living benefits available under the contract include:

- 7% Nationwide Lifetime Income Rider - designed for consumers at or near retirement who generally have a conservative risk tolerance and seek certainty of guaranteed lifetime income
- Nationwide Lifetime Income Capture option - designed for consumers with longer time horizons to invest and who generally have a moderate risk tolerance to grow assets and provide for guaranteed lifetime income
- Nationwide Lifetime Income Track option - a lower cost option designed for consumers with longer time horizons to invest and who generally have a moderate to aggressive risk tolerance to grow assets and provide for guaranteed lifetime income

Each of the optional living benefits has limitations and restrictions as discussed herein. Before selecting an optional living benefit, consult with a qualified financial advisor to determine which option is best based on the Contract Owner's individual financial situation and needs.

7% Nationwide Lifetime Income Rider (formerly the 7% Lifetime Income Option)

The 7% Nationwide Lifetime Income (the "7% Nationwide L.inc") Rider provides for Lifetime Withdrawals, up to a certain amount each year, even after the Contract Value is $0, provided that the Contract Owner does not deplete the Current Income Benefit Base by taking excess withdrawals and does not make certain assignments or Contract Owner changes. Investment restrictions apply. The age of the person upon which the benefit depends (the "determining life") must be between 45 and 85 years old at the time of application. For most contracts, the determining life is that of the Contract Owner. For those contracts where the Contract Owner is a non-natural person, for purposes of this option, the determining life is that of the Annuitant, and all references in this option to "Contract Owner" shall mean Annuitant. If, in addition to the Annuitant, a Co-Annuitant or joint annuitant has been elected, the determining life will be that of the primary Annuitant as named on the application. The determining life may not be changed.

Availability

The 7% Nationwide Lifetime Income Rider is available under the contract at the time of application. Once elected, the 7% Nationwide L.inc Rider is irrevocable. The 7% Nationwide L.inc Rider is not available on beneficially owned contracts – those contracts that are inherited by a beneficiary and the beneficiary continues to hold the contract as a beneficiary (as opposed to treating the contract as his/her own) for tax purposes. However, if such contract becomes beneficially owned by the spouse of the Contract Owner, and the Joint Option for the 7% Nationwide Lifetime Income Rider is elected, then the spouse may keep the 7% Nationwide L.inc Rider. However, once a contract becomes beneficially owned, the contract will not receive the benefit of the RMD privilege discussed later in this section. The 7% Nationwide Lifetime Income Rider may not be elected if the Nationwide Lifetime Income Capture option or Nationwide Lifetime Income Track option is elected.

7% Nationwide L.inc Rider Charge

In exchange for Lifetime Withdrawals, Nationwide will assess an annual charge not to exceed 1.50% of the Current Income Benefit Base. Currently, the charge for the 7% Nationwide Lifetime Income Rider is 1.20% of the Current Income Benefit Base. The current charge will not change, except, possibly, upon the Contract Owner's election to reset the benefit base, as discussed herein. If the current charge does change, it will not exceed the maximum charge of 1.50% of the Current Income Benefit Base.

The charge will be assessed on each Contract Anniversary and will be deducted via redemption of Accumulation Units. The charge will be assessed until annuitization. A prorated charge will also be deducted upon full surrender of the contract. Accumulation Units will be redeemed proportionally from each Sub-Account in which the Contract Owner is invested at the time the charge is taken. Amounts redeemed as the 7% Nationwide L.inc Rider charge will not negatively impact calculations associated with other benefits elected or available under the contract, will not be subject to a CDSC, and will not reduce amounts available under the CDSC-free withdrawal privilege.

Lifetime Income Rider Investment Requirements

Election of the 7% Nationwide L.inc Rider requires that the Contract Owner, until annuitization, allocate the entire Contract Value to a limited set of investment options currently available in the contract. For the list of available investment options, see *Income Benefit Investment Options*. Allocation requests to investment options other than those listed in the *Income Benefit Investment Options* section will not be honored; they will be treated as though no allocation request was submitted. Nationwide may offer Dollar Cost Averaging for Living Benefits described in the *Contract Owner Services* provision. Allocation to the Fixed Account is not permitted (except as the originating account when the Contract Owner elects Dollar Cost Averaging for Living Benefits).

Transfers Among Permitted Investment Options

The Contract Owner may reallocate the Contract Value among the limited set of investment options in accordance with the *Transfers Prior to Annuitization* provision. The Contract Owner may reallocate the Contract Value within the Custom Portfolio Asset Rebalancing Service in accordance with that provision. Additionally, Contract Owners may change from the Custom Portfolio Asset Rebalancing Service to the permitted investment options, and vice versa.

Subsequent Purchase Payments

Subsequent purchase payments are permitted under the 7% Nationwide L.inc Rider as long as the Contract Value is greater than $0. There may be instances where a subsequent purchase payment creates a financial risk that Nationwide is unwilling to bear. If this occurs, Nationwide may exercise its right to refuse subsequent purchase payments which total in aggregate $50,000 or more in any calendar year. The $50,000 threshold will take into consideration all contracts issued by Nationwide to a particular Contract Owner or using the same determining life. If Nationwide exercises this right to refuse a purchase payment, the entire purchase payment that causes the aggregate amount to exceed $50,000 will be immediately returned to the Contract Owner in the same form in which it was received. Generally, Nationwide may invoke this right in times of economic instability. Contract Owners may contact the Service Center to find out if Nationwide will accept a particular subsequent purchase payment.

Determination of the Income Benefit Base Prior to the First Lifetime Withdrawal

Upon contract issuance, the Original Income Benefit Base is equal to the Contract Value. Thereafter, Nationwide tracks, on a continuous basis, the Current Income Benefit Base which is used to calculate the benefit amount. The Current Income Benefit Base from the date of contract issuance until the first Lifetime Withdrawal will reflect any additional purchase payments, Purchase Payment Credits, reset opportunities, and if elected, a Non-Lifetime Withdrawal, as described below.

Provided no withdrawals are taken from the contract, the Current Income Benefit Base for the 7% Nationwide Linc Rider will equal the greater of:

(1) *Highest Contract Value*: the highest Contract Value on any Contract Anniversary plus purchase payments submitted and Purchase Payment Credits applied after that Contract Anniversary; or

(2) *Roll-up Value*: the 7% roll-up amount, which is equal to the sum of the following calculations:

  (a) *Original Income Benefit Base with Roll-up*: the Original Income Benefit Base, plus 7% of the Original Income Benefit Base for each Contract Anniversary up to and including the 10^{th} Contract Anniversary; plus

  (b) *Subsequent Purchase Payments with Roll-up*: any purchase payments submitted and Purchase Payment Credits applied after contract issuance and before the 10^{th} Contract Anniversary, increased by simple interest at an annual rate of 7% each year from the date the subsequent purchase payments and/or Purchase Payment Credits are applied through the 10^{th} Contract Anniversary; plus

  (c) *Subsequent Purchase Payments with No Roll-up*: any purchase payments submitted and Purchase Payment Credits applied after the 10^{th} Contract Anniversary.

Contracts issued on or after August 12, 2013, or the date of state approval (whichever is later), are eligible to take a Non-Lifetime Withdrawal. If a Non-Lifetime Withdrawal is taken on or before the 10^{th} Contract Anniversary, the Current Income Benefit Base for the 7% Nationwide Linc Rider will equal the greatest of:

(1) *Adjusted Current Income Benefit Base*: the Current Income Benefit Base immediately before the Non-Lifetime Withdrawal, proportionally reduced as described in the *Non-Lifetime Withdrawal* section;

(2) *Highest Contract Value*: the highest Contract Value on any Contract Anniversary on or after the Non-Lifetime Withdrawal, plus purchase payments submitted and any Purchase Payment Credits applied after that Contract Anniversary; or

(3) *Roll-up Value*: the adjusted 7% roll-up amount, which is equal to the sum of the following calculations:

  (a) *Adjusted Roll-up Income Benefit Base with Roll-up*: the Adjusted Roll-up Income Benefit Base, plus 7% of the Adjusted Roll-up Income Benefit Base for each Contract Anniversary up to and including the 10^{th} Contract Anniversary; plus

  (b) *Subsequent Purchase Payments with Roll-up*: the sum of the following calculations:

    (aa) *Before the Non-Lifetime Withdrawal:* any purchase payments submitted and Purchase Payment Credits applied after contract issuance and before the Non-Lifetime Withdrawal, proportionally reduced as described in the Non-Lifetime Withdrawal section, increased by simple interest at an annual rate of 7% each year from the date the subsequent purchase payments and/or Purchase Payment Credits are applied through the 10th Contract Anniversary; plus

(bb) *After the Non-Lifetime Withdrawal and before the 10th Contract Anniversary:* any purchase payments submitted and Purchase Payment Credits applied on or after the Non-Lifetime Withdrawal and before the 10th Contract Anniversary, increased by simple interest at an annual rate of 7% each year from the date the subsequent purchase payments and/or Purchase Payment Credits are applied through the 10th Contract Anniversary; plus

(c) *Subsequent Purchase Payments with No Roll-up*: any purchase payments submitted and Purchase Payment Credits applied after the 10th Contract Anniversary.

See *Appendix D: 7% Nationwide Lifetime Income Rider's Non-Lifetime Withdrawal Examples* for example calculations.

If a Non-Lifetime Withdrawal is taken after the 10th Contract Anniversary, the Current Income Benefit Base for the 7% Nationwide Linc Rider will equal the greatest of:

(1) *Adjusted Current Income Benefit Base*: the Current Income Benefit Base immediately before the Non-Lifetime Withdrawal, proportionally reduced as described in the *Non-Lifetime Withdrawal* section;

(2) *Roll-up Value*: the adjusted 7% roll-up amount, which is equal to the sum of the following calculations:

(a) *Adjusted Roll-up Income Benefit Base with Roll-up*: the Adjusted Roll-up Income Benefit Base, plus 7% of the Adjusted Roll-up Income Benefit Base for each Contract Anniversary up to and including the 10th Contract Anniversary; plus

(b) *Subsequent Purchase Payments with Roll-up*: any purchase payments submitted and Purchase Payment Credits applied after contract issuance and before the 10th Contract Anniversary, proportionally reduced as described in the *Non-Lifetime Withdrawal* section, increased by simple interest at an annual rate of 7% each year from the date the subsequent purchase payments and/or Purchase Payment Credits are applied through the 10th Contract Anniversary; plus

(c) *Subsequent Purchase Payments with No Roll-up*: the sum of the following calculations:

(aa) *After the 10th Contract Anniversary and before the Non-Lifetime Withdrawal:* any purchase payments submitted and Purchase Payment Credits applied after the 10th Contract Anniversary and before the Non-Lifetime Withdrawal, proportionally reduced as described in the Non-Lifetime Withdrawal section; plus

(bb) *After the Non-Lifetime Withdrawal:* any purchase payments submitted and Purchase Payment Credits applied on or after the Non-Lifetime Withdrawal; or

(3) *Highest Contract Value*: the highest Contract Value on any Contract Anniversary after the 10th Contract Anniversary, plus purchase payments submitted and Purchase Payment Credits applied after that Contract Anniversary.

See *Appendix D: 7% Nationwide Lifetime Income Rider's Non-Lifetime Withdrawal Examples* for example calculations.

When a purchase payment and any Purchase Payment Credits are applied on a date other than a Contract Anniversary, simple interest is calculated using a prorated method based upon the number of days from the date of the purchase payment to the next Contract Anniversary. However, if at any time prior to the first Lifetime Withdrawal the Contract Value equals $0, no additional purchase payments will be accepted and no further benefit base calculations will be made. The Current Income Benefit Base will be set equal to the benefit base calculated on the most recent Contract Anniversary minus adjustments made for excess withdrawals after that date, and the Lifetime Withdrawal Amount will be based on that Current Income Benefit Base. Since the roll-up is only calculated for the first 10 Contract Years or prior to the first Lifetime Withdrawal, whichever comes first, any purchase payments the Contract Owner makes during that time period will increase the Current Income Benefit Base more than purchase payments made after that time period.

Non-Lifetime Withdrawal

For contracts issued on or after August 12, 2013, or the date of state approval (whichever is later), after the first Contract Anniversary, the Contract Owner may request a one-time withdrawal ("Non-Lifetime Withdrawal") without initiating the lifetime income benefit under the 7% Nationwide L.inc Rider. The Non-Lifetime Withdrawal will not lock in the Lifetime Withdrawal Percentage and will not stop the 7% simple interest roll-up. However, the Non-Lifetime Withdrawal will reduce the Current Income Benefit Base, and consequently, the Lifetime Withdrawal Amount calculated for subsequent years. As with all withdrawals, a Non-Lifetime Withdrawal will reduce the Contract Value and death benefit. In addition, it will be subject to the CDSC provisions of the contract. A Non-Lifetime Withdrawal cannot be taken after the Contract Owner initiates the Lifetime Withdrawals.

A Non-Lifetime Withdrawal will cause a reduction to three factors used to calculate the Lifetime Withdrawal Amount: (1) the Current Income Benefit Base; (2) the Original Income Benefit Base (resulting in the Adjusted Roll-up Income Benefit Base); and (3) Subsequent purchase payments and Purchase Payment Credits applied before the Non-Lifetime Withdrawal. All three factors are reduced by a figure representing the proportional amount of the withdrawal, as follows:

$$\text{Reduction to Current Income Benefit Base} = \frac{\text{Gross dollar amount of the Non-Lifetime Withdrawal}}{\text{Contract Value (prior to the Non-Lifetime Withdrawal)}} \times \text{Current Income Benefit Base prior to the Non-Lifetime Withdrawal}$$

$$\text{Reduction to Original Income Benefit Base} = \frac{\text{Gross dollar amount of the Non-Lifetime Withdrawal}}{\text{Contract Value (prior to the Non-Lifetime Withdrawal)}} \times \text{Original Income Benefit Base}$$

$$\text{Reduction to subsequent purchase payments and Purchase Payment Credits applied before the Non-Lifetime Withdrawal} = \frac{\text{Gross dollar amount of the Non-Lifetime Withdrawal}}{\text{Contract Value (prior to the Non-Lifetime Withdrawal)}} \times \text{Subsequent purchase payments and Purchase Payment Credits applied before the Non-Lifetime Withdrawal}$$

All Non-Lifetime Withdrawal requests must be made on a Nationwide form which is available by contacting the Service Center. **If the Contract Owner requests a withdrawal without using the Nationwide form, the withdrawal request will be treated as a Lifetime Withdrawal request and will not be treated as a request for a Non-Lifetime Withdrawal**.

Lifetime Withdrawals

At any time after the 7% Nationwide L.inc Rider is elected, the Contract Owner may begin taking the lifetime income benefit by taking a Lifetime Withdrawal from the contract. **Unless the Contract Owner requests a one-time Non-Lifetime Withdrawal, the first withdrawal under the contract constitutes the first Lifetime Withdrawal, even if such withdrawal is taken to meet minimum distribution requirements under the Internal Revenue Code or is taken to pay advisory or investment management fees**. Nationwide will surrender Accumulation Units proportionally from the Sub-Accounts as of the date of the withdrawal request. As with any withdrawal, Lifetime Withdrawals reduce the Contract Value and consequently, the amount available for annuitization.

At the time of the first Lifetime Withdrawal, the 7% roll-up amount terminates and the Current Income Benefit Base is locked in and will not change unless the Contract Owner takes excess withdrawals, elects a reset opportunity (both discussed later in this provision), or submits additional purchase payments. Additional purchase payments submitted after the first Lifetime Withdrawal from the contract will increase the Current Income Benefit Base by the amount of the purchase payment.

The Lifetime Withdrawal Percentage is determined based on the age of the Contract Owner at the time of the first Lifetime Withdrawal.

For contracts with applications signed on or after May 1, 2018, the Lifetime Withdrawal Percentages are disclosed in the Rate Sheet Supplement that is attached to the front of this prospectus delivered to you. In order to receive the applicable Lifetime Withdrawal Percentages stated in a Rate Sheet Supplement, the application must be signed and received in good order by Nationwide within the stated time period during which such withdrawal percentages will be applicable. Lifetime Withdrawal Percentages applicable in time periods other than the time period when the application is signed are not applicable to the contract. Nationwide reserves the right to change the Lifetime Withdrawal Percentages at any time; however, Nationwide will not change the Lifetime Withdrawal Percentages for contracts once issued. *You should not* *purchase the contract without first obtaining the applicable Rate Sheet Supplement that contains the Lifetime Withdrawal Percentages that are applicable at the time.* All Rate Sheet Supplements are available by contacting the Service Center, and also are available on the EDGAR system at www.sec.gov (file number: 333-177439).

For contracts with applications signed prior to May 1, 2018, see *Appendix F: Historical Rates and Percentages.*

For contracts that elect the Joint Option for the 7% Nationwide Lifetime Income Rider, the Lifetime Withdrawal Percentages will be equal to or less than the Lifetime Withdrawal Percentages for the 7% Nationwide L.inc Rider.

Note: The Internal Revenue Code requires that IRAs, SEP IRAs, Simple IRAs, and Investment-Only Contracts begin distributions no later than April 1 of the calendar year following the calendar year in which the Contract Owner reaches age 70½. **Contract Owners subject to minimum required distribution rules may not be able to take advantage of the Lifetime Withdrawal Percentages available at higher age bands if distributions are taken from the contract to meet these Internal Revenue Code requirements.** Contract Owners who elect not to take minimum required distributions from this contract, *i.e.*, they take minimum required distributions from other sources, may be able to take advantage of Lifetime Withdrawal Percentages at the higher age bands. Consult a qualified tax advisor for more information.

At the time of the first Lifetime Withdrawal and on each Contract Anniversary thereafter, the Lifetime Withdrawal Percentage is multiplied by the Current Income Benefit Base to determine the Lifetime Withdrawal Amount for that year. The Lifetime Withdrawal Amount is the maximum amount that can be withdrawn from the contract before the next Contract Anniversary without reducing the Current Income Benefit Base. The ability to withdraw the Lifetime Withdrawal Amount will continue until the earlier of the Contract Owner's death or annuitization.

The Contract Owner can elect to set up Systematic Withdrawals or can request each Lifetime Withdrawal separately. All Lifetime Withdrawal requests must be made on a Nationwide form available by contacting the Service Center.

Each year's Lifetime Withdrawal Amount is non-cumulative. A Contract Owner cannot take a previous year's Lifetime Withdrawal Amount in a subsequent year without causing an excess withdrawal (discussed herein) that will reduce the Current Income Benefit Base. Although Lifetime Withdrawals up to the Lifetime Withdrawal Amount do not reduce the Current Income Benefit Base, they do reduce the Contract Value and the death benefit.

Impact of Withdrawals in Excess of the Lifetime Withdrawal Amount

The Contract Owner is permitted to withdraw Contract Value in excess of that year's Lifetime Withdrawal Amount provided that the Contract Value is greater than $0. Withdrawals in excess of the Lifetime Withdrawal Amount will reduce the Current Income Benefit Base, and consequently, the Lifetime Withdrawal Amount calculated for subsequent years. In the event of excess withdrawals, the Current Income Benefit Base will be reduced by the greater of:

(1) the dollar amount of the withdrawal in excess of the Lifetime Withdrawal Amount; or

(2) a figure representing the proportional amount of the withdrawal. This amount is determined by the following formula:

$$\frac{\text{dollar amount of the excess withdrawal}}{\text{Contract Value (reduced by the amount of the Lifetime Withdrawal Amount withdrawn)}} \times \text{Current Income Benefit Base prior to the withdrawal}$$

In situations where the Contract Value exceeds the existing Current Income Benefit Base, excess withdrawals will typically result in a dollar amount reduction to the new Current Income Benefit Base. In situations where the Contract Value is less than the existing Current Income Benefit Base, excess withdrawals will typically result in a proportional reduction to the new Current Income Benefit Base.

Currently, Nationwide allows for an "RMD privilege" whereby Nationwide permits a Contract Owner to withdraw Contract Value in excess of the Lifetime Withdrawal Amount without reducing the Current Income Benefit Base if such excess withdrawal is for the sole purpose of meeting Internal Revenue Code required minimum distributions for this contract. In order to qualify for the RMD privilege, the Contract Owner must:

(1) be at least 70½ years old as of the date of the request;

(2) own the contract as an IRA, SEP IRA, Simple IRA, or Investment-Only Contract; and

(3) submit a completed administrative form in advance of the withdrawal to the Service Center.

Nationwide reserves the right to modify or eliminate the RMD privilege if there is any change to the Internal Revenue Code or IRS rules relating to required minimum distributions, including the issuance of relevant IRS guidance. If Nationwide exercises this right, Nationwide will provide notice to Contract Owners and any withdrawal in excess of the Lifetime Withdrawal Amount will reduce the remaining Current Income Benefit Base.

Once the Contract Value falls to $0, the Contract Owner is no longer permitted to submit additional purchase payments or take withdrawals in excess of the Lifetime Withdrawal Amount. Additionally, there is no Contract Value to annuitize, making the payment of the benefit associated with this option the only income stream producing benefit remaining in the contract.

Reset Opportunities

Nationwide offers an automatic reset of the Current Income Benefit Base. If, on any Contract Anniversary, the Contract Value exceeds the Current Income Benefit Base, Nationwide will automatically reset the Current Income Benefit Base to equal that Contract Value. This higher amount will be the new Current Income Benefit Base. This automatic reset will continue until either the current charge for, or the list of permitted investment options associated with the 7% Nationwide L.inc Rider changes.

In the event the current charge for, or the list of permitted investment options of the 7% Nationwide L.inc Rider changes, the reset opportunities still exist, but are no longer automatic. An election to reset the Current Income Benefit Base must be made by the Contract Owner to Nationwide. On or about each Contract Anniversary, Nationwide will provide the Contract Owner with information necessary to make this determination. Specifically, Nationwide will provide: the Contract Value; the Current Income Benefit Base; the current terms and conditions associated with the 7% Nationwide L.inc Rider; and instructions on how to communicate an election to reset the benefit base.

If the Contract Owner elects to reset the Current Income Benefit Base, it will be at the then current terms and conditions of the option as described in the most current prospectus. If Nationwide does not receive a Contract Owner's election to reset the Current Income Benefit Base within 60 days after the Contract Anniversary, Nationwide will assume that the Contract Owner does not wish to reset the Current Income Benefit Base. If the Current Income Benefit Base is not reset, it will remain the same and the terms and conditions of the 7% Nationwide L.inc Rider will not change (as applicable to that particular contract).

Contract Owners may cancel the automatic reset feature of the 7% Nationwide L.inc Rider by notifying Nationwide as to such election.

Settlement Options

For contracts issued on or after September 1, 2015, the Settlement Options described below are not available. For contracts issued before September 1, 2015, if a Contract Owner's Contract Value falls to $0 and there is still a positive Current Income Benefit Base, Nationwide will provide the Contract Owner with settlement options. Specifically, Nationwide will provide a notification to the Contract Owner describing the following three options, along with instructions on how to submit the election to Nationwide:

(1) The Contract Owner can take Lifetime Withdrawals of the Lifetime Withdrawal Amount until the death of the Contract Owner;

(2) The Contract Owner can elect the Age Based Lump Sum Settlement Option, as described below; or

(3) If the Contract Owner qualifies after a medical examination, the Contract Owner can elect the Underwritten Lump Sum Settlement Option, as described below.

The options above each result in a different amount ultimately received under the 7% Nationwide L.inc Rider. The Underwritten Lump Sum Settlement Option will generally pay a larger amount than the Age Based Lump Sum Settlement Option when a Contract Owner is healthier than the normal population. Regardless of age or health, the Underwritten Lump Sum Settlement Option amount will never be less than the Age Based Lump Sum Settlement Option amount. Election of the Age Based Lump Sum Settlement Option enables the Contract Owner to receive payment without a medical exam, which could potentially delay payment. Before selecting a settlement option, consult with a qualified financial advisor to determine which option is best based on the Contract Owner's individual financial situation and needs.

The Contract Owner will have 60 days from the date of Nationwide's notification letter to make an election ("Notification Period"). Once the Contract Owner makes an election, the election is irrevocable. **If the Contract Owner is receiving Systematic Withdrawals of the Lifetime Withdrawal Amount and does not make an election within the Notification Period, Nationwide will continue sending Systematic Withdrawals of the full amount of the Lifetime Withdrawal**

Amount to the Contract Owner. If the Contract Owner had requested Systematic Withdrawals of only a portion of the Lifetime Withdrawal Amount prior to the notice, Systematic Withdrawals will continue, but Nationwide will increase the Lifetime Withdrawals to the full amount of the Lifetime Withdrawal Amount.

If the Contract Owner is not taking Systematic Withdrawals of the Lifetime Withdrawal Amount and does not make an election within the Notification Period, Nationwide will initiate Systematic Withdrawals of the Lifetime Withdrawal Amount on behalf of the Contract Owner and will begin mailing to the Contract Owner on an annual basis an amount equal to the Lifetime Withdrawal Amount. If Nationwide initiates Systematic Withdrawals of the Lifetime Withdrawal Amount on behalf of the Contract Owner, it will be irrevocable. If Nationwide initiates Systematic Withdrawals of the Lifetime Withdrawal Amount on behalf of the Contract Owner, the first payment of the Lifetime Withdrawal Amount will be sent on the next business day following the Notification Period ("Settlement Payment Date"). Nationwide will then send the Contract Owner the Lifetime Withdrawal Amount annually on the anniversary of the Settlement Payment Date (or the next business day if the anniversary of the Settlement Payment Date does not fall on a business day). Nationwide will mail a check to the Contract Owner's address on record. The Contract Owner may contact the Service Center at any time to change the frequency of the Systematic Withdrawals.

Note: In any event, if the Contract Owner does not make an election within the Notification Period, Nationwide will send the Contract Owner the full amount of the Lifetime Withdrawal Amount to which he/she is entitled to each year. There may be tax consequences if Nationwide increases or initiates the Lifetime Withdrawals on behalf of a Contract Owner. Consult a qualified tax advisor.

Age Based Lump Sum Settlement Option

Under the Age Based Lump Sum Settlement Option, in lieu of taking Lifetime Withdrawals of the Lifetime Withdrawal Amount, Nationwide will pay the Contract Owner a lump sum equal to the Contract Owner's most recently calculated Lifetime Withdrawal Amount multiplied by the Annual Benefit Multiplier listed below:

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

* As of the date the Age Based Lump Sum Option is elected.

For contracts that have elected the Joint Option for the 7% Nationwide Lifetime Income Rider, if both spouses are living on the date the Age Based Lump Sum Settlement Option is elected, Nationwide will use the age of the younger spouse minus three years to determine the Annual Benefit Multiplier. If only one spouse is living on the date the Age Based Lump Sum Settlement Option is elected, Nationwide will use the age of the living spouse to determine the Annual Benefit Multiplier.

Underwritten Lump Sum Settlement Option

Under the Underwritten Lump Sum Settlement Option, in lieu of taking Lifetime Withdrawals of the Lifetime Withdrawal Amount, for those who qualify based on a medical exam, Nationwide will pay the Contract Owner a lump sum based upon the attained age, sex, and health of the Contract Owner (and spouse if the Joint Option for the 7% Nationwide Lifetime Income Rider is elected). Once Nationwide receives the Contract Owner's election to take the Underwritten Lump Sum Settlement Option, Nationwide will provide the Contract Owner with a medical examination form, which must be completed by a certified physician chosen by the Contract Owner and returned to the Service Center within 30 days. Upon completion of underwriting by Nationwide, the lump sum settlement amount (determined as of the date that Nationwide received all of the necessary information) is issued to the Contract Owner. If Nationwide does not receive the completed form within the 30-day period, Nationwide will pay the Contract Owner the amount that would be payable under the Age Based Lump Sum Settlement Option.

Annuitization

If the Contract Owner elects to annuitize the contract, this option will terminate. Specifically, the charge associated with the option will no longer be assessed and all benefits associated with the 7% Nationwide L.inc Rider will terminate.

Death of Determining Life

For contracts with no Joint Option for the 7% Nationwide Lifetime Income Rider, upon the death of the determining life, the benefits associated with the option terminate. If the Contract Owner is also the Annuitant, the death benefit will be paid in accordance with the *Death Benefits* provision. If the Contract Owner is not the Annuitant, the Contract Value will be distributed as described in *Appendix C: Contract Types and Tax Information*.

For contracts with the Joint Option for the 7% Nationwide Lifetime Income Rider, upon the death of the determining life, the surviving spouse continues to receive the same benefit associated with the 7% Nationwide L.inc Rider which had been received by the deceased spouse, for the remainder of the survivor's lifetime. The Contract Value will reflect the death benefit and the Spousal Protection Feature.

Tax Treatment

Although the tax treatment for Lifetime Withdrawals under withdrawal benefits such as the 7% Nationwide L.inc Rider is not clear, Nationwide will treat a portion of each Lifetime Withdrawal as a taxable distribution, as follows:

First, Nationwide determines which is greater: (1) the Contract Value immediately before the Lifetime Withdrawal; or (2) the Lifetime Withdrawal Amount immediately before the Lifetime Withdrawal. That amount (the greater of (1) or (2)) minus any remaining investment in the contract at the time of the Lifetime Withdrawal will be reported as a taxable distribution.

For any Lifetime Withdrawal taken when the Contract Value is less than or equal to the total investment in the contract, Nationwide treats the Lifetime Withdrawal as a tax-free return of investment until the entire investment in the contract has been received tax-free. Once the entire investment in the contract has been received tax-free, Lifetime Withdrawals will be reported as taxable distributions. Consult a qualified tax advisor.

Automatic Termination of the 7% Nationwide L.inc Rider

Upon termination of the 7% Nationwide L.inc Rider, Nationwide will no longer assess the charge associated with this option, and all benefits associated with the Nationwide 7% L.inc Rider will terminate. In the following instances, the 7% Nationwide L.inc Rider will automatically terminate:

(1) When withdrawals are taken in excess of the Lifetime Withdrawal Amount that reduce the Current Income Benefit Base to $0;

(2) On the Annuitization Date;

(3) Upon the death of the determining life for contracts with no Joint Option; or

(4) Where permitted under state law, if the Contract Owner is changed or if the contract is assigned (including a collateral assignment), except as follows:

  (a) The new Contract Owner or assignee assumes full ownership of the contract and is essentially the same person (e.g., individual ownership is changed to ownership by a personal revocable trust, a change to the Contract Owner's spouse during the Contract Owner's lifetime, a change to a court appointed guardian representing the Contract Owner during the Contract Owner's lifetime, etc.);

  (b) Ownership of a contract issued as an IRA or Roth IRA is being changed from one custodian to another, from the determining life to a custodian, or from a custodian to the determining life;

  (c) The assignment is for the purpose of effectuating an exchange pursuant to Section 1035 under the Internal Revenue Code; or

  (d) The change is merely the removal of a Contract Owner where the contract is jointly owned.

Nationwide will provide notice to Contract Owners prior to processing a change in ownership or assignment that will automatically terminate the 7% Nationwide L.inc Rider. Contract Owners contemplating changes to the ownership of their contract, including assignments, should contact their registered representative to determine how the changes impact the benefit associated with the 7% Nationwide L.inc Rider.

Nationwide Lifetime Income Capture Option

The Nationwide Lifetime Income Capture option provides for Lifetime Withdrawals, up to a certain amount each year, even after the Contract Value is $0, provided that the Contract Owner does not deplete the Current Income Benefit Base by taking excess withdrawals and does not make certain assignments or Contract Owner changes. Investment restrictions apply. The age of the person upon which the benefit depends (the "determining life") must be between 45 and 85 years old at the time of application. For most contracts, the determining life is that of the Contract Owner. For those contracts where the Contract Owner is a non-natural person, for purposes of this option, the determining life is that of the Annuitant, and all references in this option to "Contract Owner" shall mean Annuitant. If, in addition to the Annuitant, a Co-Annuitant or joint annuitant has been elected, the determining life will be that of the younger Annuitant. The determining life may not be changed.

Availability

The Nationwide Lifetime Income Capture option is available under the contract at the time of application. Once elected, the Nationwide Lifetime Income Capture option is irrevocable. The Nationwide Lifetime Income Capture option is not available on beneficially owned contracts – those contracts that are inherited by a beneficiary and the beneficiary continues to hold the contract as a beneficiary (as opposed to treating the contract as his/her own) for tax purposes. However, if such contract becomes beneficially owned by the spouse of the Contract Owner, and the Joint Option for the Nationwide Lifetime Income Capture option is elected, then the spouse may keep the Nationwide Lifetime Income Capture option. However, once a contract becomes beneficially owned, the contract will not receive the benefit of the RMD privilege discussed later in this section. The Nationwide Lifetime Income Capture option cannot be elected if the 7% Nationwide Lifetime Income Rider or Nationwide Lifetime Income Track option is elected.

Nationwide Lifetime Income Capture Charge

In exchange for this lifetime withdrawal benefit, Nationwide will assess an annual charge not to exceed 1.50% of the Current Income Benefit Base. Currently, the charge for the Nationwide Lifetime Income Capture option is 1.20% of the Current Income Benefit Base. The current charge will not change, except, possibly, upon the Contract Owner's election to reset the benefit base, as discussed herein. If the current charge does change, it will not exceed the maximum charge of 1.50% of the Current Income Benefit Base.

The charge will be assessed on each Option Anniversary and will be deducted via redemption of Accumulation Units. The charge will be assessed until annuitization. A prorated charge will also be deducted upon full surrender of the contract. Accumulation Units will be redeemed proportionally from each Sub-Account in which the Contract Owner is invested at the time the charge is taken. Amounts redeemed as the Nationwide Lifetime Income Capture option charge will not negatively impact calculations associated with other benefits elected or available under the contract, will not be subject to a CDSC, and will not reduce amounts available under the CDSC-free withdrawal privilege.

Nationwide Lifetime Income Capture Investment Requirements

Election of the Nationwide Lifetime Income Capture option requires that the Contract Owner, until annuitization, allocate the entire Contract Value to a limited set of investment options currently available in the contract. For the list of investment options available under the Nationwide Lifetime Income Capture option, see *Income Benefit Investment Options*. Allocation requests to investment options other than those listed in the *Income Benefit Investment Options* section will not be honored; they will be treated as though no allocation request was submitted. Nationwide may offer Dollar Cost Averaging for Living Benefits described in the *Contract Owner Services* provision. Allocation to the Fixed Account is not permitted (except as the originating account when the Contract Owner elects Dollar Cost Averaging for Living Benefits).

Transfers Among Permitted Investment Options

The Contract Owner may reallocate the Contract Value among the limited set of investment options in accordance with the *Transfers Prior to Annuitization* provision. The Contract Owner may elect to automatically reallocate the Contract Value in accordance with the Asset Rebalancing provision.

Subsequent Purchase Payments

Currently, subsequent purchase payments are permitted under the Nationwide Lifetime Income Capture option as long as the Contract Value is greater than $0. Any subsequent purchase payments will increase the Current Income Benefit Base by the amount of the purchase payment submitted.

Nationwide reserves the right to reject subsequent purchase payments in the event subsequent purchase payments create a financial risk that Nationwide is unwilling to bear. This reservation of right may limit the amount a Contract Owner can invest in the contract. Contract Owners should consider this reservation of right when making the initial purchase payment. If Nationwide exercises this right to refuse purchase payments, the entire purchase payment will be immediately returned to the Contract Owner in the same form in which it was received. Generally, Nationwide may invoke this right in times of economic instability. Contract Owners may contact the Service Center to find out if Nationwide will accept subsequent purchase payments.

Roll-up Interest Rate

The Roll-up Interest Rate is the indexed simple interest rate used in the calculation of the Current Income Benefit Base until the earlier of the first Lifetime Withdrawal or the 15^{th} Option Anniversary.

For the first Option Year, the Roll-up Interest Rate is the greater of:

(1) the Defined Rate in effect on the Application Date plus the Variable Rate in effect on the Application Date; or

(2) the Defined Rate in effect on the Option Issue Date plus the Variable Rate in effect on the Option Issue Date.

The Defined Rate and Variable Rate are defined below in the Defined Rate and Renewal Defined Rate and Variable Rate subsections, respectively.

For Option Years two through fifteen, the Roll-up Interest Rate is calculated by adding the Variable Rate in effect on the Option Anniversary plus the Renewal Defined Rate.

The Renewal Defined Rate is defined below in the Defined Rate and Renewal Defined Rate subsection.

For the purposes of this Roll-up Interest Rate section only, Application Date is the date a good order application is signed; and Option Issue Date is either the date the contract is issued, or if the Nationwide Lifetime Income Capture Option was elected after the date the contract was issued, then the date Nationwide receives the proper form to add the Nationwide Lifetime Income Capture Option to the contract in good order.

Once calculated, the Roll-up Interest Rate will be rounded up or down to the nearest 0.25%. For example, if the Defined Rate is 3.00% and the Variable Rate is 2.83%, the Roll-up Interest Rate is 5.75% (3.00% + 2.83% = 5.83%, rounded up or down to the nearest 0.25%, results in 5.75%). If the Defined Rate is 3.00% and the Variable Rate is 2.91%, the Roll-up Interest Rate is 6.00% (3.00% + 2.91% = 5.91%, rounded up or down to the nearest 0.25%, results in 6.00%).

For contracts with applications signed on or after March 15, 2016, the Roll-up Interest Rate will not be less than 5.00% nor greater than 10.00%. For contracts with applications signed before March 15, 2016, the Roll-up Interest Rate will not be less than 4.00% nor greater than 10.00%.

In no event will the Roll-up Interest Rate be calculated by adding the Defined Rate in effect on the Application Date to the Variable Rate in effect on the Option Issue Date; or by adding the Defined Rate in effect on the Option Issue Date to the Variable Rate in effect on the Application Date.

Variable Rate

The Variable Rate is, at a minimum, the rate of return (the nominal interest rate) of the specified index. The specified index is the monthly 10-year Treasury constant maturity as published by the Board of Governors of the Federal Reserve System. Periodically, Nationwide may increase the Variable Rate to an amount greater than the rate of return of the specified index.

For the first Option Year, the Variable Rate is the Variable Rate that when added to its corresponding Defined Rate results in the greater Roll-up Interest Rate (the Variable Rate in effect on the Application Date corresponds with the Defined Rate in effect on the Application Date; and the Variable Rate in effect on the Option Issue Date corresponds with the Defined Rate in effect on the Option Issue Date).

For the first Option Year, the Variable Rate in effect depends upon the date of the Application Date or Option Issue Date, and is determined as follows:

(1) if the Application Date or the Option Issue Date is before the 15th calendar day of the month, Nationwide will use the Variable Rate for the month that is two months prior to the month in which the Application Date or Option Issue Date falls (e.g. if the Option Issue Date is July 10th, then Nationwide will use May's Variable Rate); or

(2) if the Application Date or the Option Issue Date is on or after the 15th calendar day of the month, Nationwide will use the Variable Rate for the month prior to the month in which the Application Date or Option Issue Date falls (e.g. if the Option Issue Date is July 17th, then Nationwide will use June's Variable Rate).

For each Option Year after the first Option Year, Nationwide will determine the Variable Rate in effect on the Option Anniversary as follows:

(1) if the Option Issue Date is before the 15th calendar day of the month, Nationwide will use the Variable Rate for the month that is two months prior to the month that each Option Anniversary falls to calculate the Roll-up Interest Rate for the following Option Year; or

(2) if the Option Issue Date is on or after the 15th calendar day of the month, Nationwide will use the Variable Rate for the month prior to the month that each Option Anniversary falls to calculate the Roll-up Interest Rate for the following Option Year.

Nationwide reserves the right to discontinue and substitute a comparable index if the index becomes unavailable (e.g. is no longer published) or if the calculation of the index is substantially changed (e.g. the index no longer provides a monthly average). If Nationwide exercises this right, Nationwide will provide written notice to Contract Owners.

Defined Rate and Renewal Defined Rate

The Defined Rate is an amount determined by Nationwide. Currently, the Defined Rate is 3.00%.

For the first Option Year, the Defined Rate is the Defined Rate that when added to its corresponding Variable Rate results in the greater Roll-up Interest Rate (the Defined Rate in effect on the Application Date corresponds with the Variable Rate in effect on the Application Date; and the Defined Rate in effect on the Option Issue Date corresponds with the Variable Rate in effect on the Option Issue Date).

For each Option Year after the first Option Year, the Renewal Defined Rate will be used instead of the Defined Rate to calculate the Roll-up Interest Rate. The Renewal Defined Rate is the greater of:

(1) the Defined Rate in effect on the Application Date; or

(2) the Defined Rate in effect on the Option Issue Date.

If the Defined Rate in effect on the Application Date and the Defined Rate in effect on the Option Issue Date are equal, then the Renewal Defined Rate will be the same as the Defined Rate.

Nationwide will not change the Defined Rate or the Renewal Defined Rate for contracts once issued.

Determination of the Income Benefit Base Prior to the First Lifetime Withdrawal

Upon election of the Nationwide Lifetime Income Capture option, the Original Income Benefit Base is equal to the Contract Value. Thereafter, Nationwide tracks, on a continuous basis, the Current Income Benefit Base which is used to calculate the Lifetime Withdrawal Amount. The Current Income Benefit Base from the date of election until the first Lifetime Withdrawal will reflect any additional purchase payments, Purchase Payment Credits, reset opportunities, and if elected, a Non-Lifetime Withdrawal, as described below.

Provided no withdrawals are taken from the contract, the Current Income Benefit Base for the Nationwide Lifetime Income Capture option will equal the greatest of:

(1) *Contract Value on the Option Anniversary*: the Contract Value on the current Option Anniversary, excluding any purchase payments submitted, or Purchase Payment Credits applied on that Option Anniversary;

(2) *Monthly Option Anniversary Contract Value*: the highest Monthly Option Anniversary Contract Value during the previous Option Year, excluding any purchase payments submitted, or Purchase Payment Credits applied on that Monthly Option Anniversary; or

(3) *Roll-up Value*: equal to the sum of the following calculations:

   (a) *Current Income Benefit Base*: the Current Income Benefit Base on the prior Option Anniversary (on the first Option Anniversary, the Original Income Benefit Base); plus

   (b) *Roll-up*: the Roll-up Interest Rate multiplied by the Original Income Benefit Base and any purchase payments submitted and Purchase Payment Credits applied on or before the prior Option Anniversary, up to and including the 15th Option Anniversary; plus

   (c) *Subsequent Purchase Payments with Prorated Roll-up*: any purchase payments submitted and Purchase Payment Credits applied after the prior Option Anniversary and before the 15th Option Anniversary, increased by the Roll-up Interest Rate prorated from the date the subsequent purchase payments and/or Purchase Payment Credits are applied; plus

   (d) *Subsequent Purchase Payments with No Roll-up*: any purchase payments submitted and Purchase Payment Credits applied after the 15th Option Anniversary.

If a Non-Lifetime Withdrawal is taken on or before the 15th Option Anniversary, the Current Income Benefit Base for the Nationwide Lifetime Income Capture option will equal:

For the Option Anniversary immediately following the Non-Lifetime Withdrawal, the greatest of:

(1) *Contract Value on the Option Anniversary*: the Contract Value on the current Option Anniversary, excluding any purchase payments submitted, Purchase Payment Credits applied, or withdrawals on that Option Anniversary;

(2) *Monthly Option Anniversary Contract Value*: the greater of:

(a) the highest Monthly Option Anniversary Contract Value during the previous Option Year and on or before the Non-Lifetime Withdrawal, excluding any purchase payments submitted, Purchase Payment Credits applied, or withdrawals on that Monthly Option Anniversary, proportionally reduced as described in the *Non-Lifetime Withdrawal* section; or

(b) the highest Monthly Option Anniversary Contract Value during the previous Option Year and after the Non-Lifetime Withdrawal, excluding any purchase payments submitted, Purchase Payment Credits applied, or withdrawals on that Monthly Option Anniversary; or

(3) *Roll-up Value*: equal to the sum of the following calculations:

(a) *Adjusted Current Income Benefit Base*: the Current Income Benefit Base on the prior Option Anniversary, proportionally reduced as described in the Non-Lifetime Withdrawal section; plus

(b) *Roll-up*: the Roll-up Interest Rate multiplied by the sum of the Adjusted Roll-up Income Benefit Base (the Original Income Benefit Base proportionally reduced for a Non-Lifetime Withdrawal) and any purchase payments submitted and Purchase Payment Credits applied on or before the prior Option Anniversary, proportionally reduced as described in the Non-Lifetime Withdrawal section; plus

(c) *Subsequent Purchase Payments with Prorated Roll-up*: the sum of the following calculations:

(aa) *After the prior Option Anniversary and on or before the Non-Lifetime Withdrawal*: any purchase payments submitted and Purchase Payment Credits applied after the prior Option Anniversary and on or before the date of the Non-Lifetime Withdrawal, proportionally reduced as described in the *Non-Lifetime Withdrawal* section, increased by the Roll-up Interest Rate prorated from the date the subsequent purchase payments and/or Purchase Payment Credits are applied; plus

(bb) *After the Non-Lifetime Withdrawal*: any purchase payments submitted and Purchase Payment Credits applied after the date of the Non-Lifetime Withdrawal, increased by the Roll-up Interest Rate prorated from the date the subsequent purchase payments and/or Purchase Payment Credits are applied.

For each Option Anniversary after the Option Anniversary immediately following the Non-Lifetime Withdrawal, the greatest of:

(1) *Current Income Benefit Base*: the Current Income Benefit Base on the prior Option Anniversary plus any purchase payments submitted and Purchase Payment Credits applied during the Option Year;

(2) *Contract Value on the Option Anniversary*: the Contract Value on the current Option Anniversary, excluding any purchase payments submitted, Purchase Payment Credits applied, or withdrawals on that Option Anniversary;

(3) *Monthly Option Anniversary Contract Value*: the highest Monthly Option Anniversary Contract Value during the previous Option Year, excluding any purchase payments submitted, Purchase Payment Credits applied, or withdrawals on that Monthly Option Anniversary; or

(4) *Roll-up Value*: for each Option Anniversary up to and including the 15^{th} Option Anniversary, it is equal to the sum of the following calculations:

(a) *Current Income Benefit Base*: the Current Income Benefit Base on the prior Option Anniversary; plus

(b) *Roll-up*: the Roll-up Interest Rate multiplied by the sum of the Adjusted Roll-up Income Benefit Base (the Original Income Benefit Base proportionally reduced for a Non-Lifetime Withdrawal) and any purchase payments submitted and Purchase Payment Credits applied on or before the date of the Non-Lifetime Withdrawal, proportionally reduced as described in the *Non-Lifetime Withdrawal* section; plus the Roll-up Interest Rate multiplied by any Purchase Payment Credits submitted and Purchase Payment Credits applied after the date of the Non-Lifetime Withdrawal and prior to the previous Option Anniversary; plus

(c) *Subsequent Purchase Payments with Prorated Roll-up*: any purchase payments submitted and Purchase Payment Credits applied after the prior Option Anniversary and before the 15^{th} Option Anniversary, increased by the Roll-up Interest Rate prorated from the date the subsequent purchase payments and/or Purchase Payment Credits are applied.

See *Appendix E: Nationwide Lifetime Income Capture Option Non-Lifetime Withdrawal Examples* for example calculations.

If a Non-Lifetime Withdrawal is taken after the 15th Option Anniversary, the Current Income Benefit Base for the Nationwide Lifetime Income Capture option will equal:

For the Option Anniversary immediately following the Non-Lifetime Withdrawal, the greatest of:

(1) *Adjusted Current Income Benefit Base*: the Current Income Benefit Base immediately before the Non-Lifetime Withdrawal, proportionally reduced as described in the *Non-Lifetime Withdrawal* section, plus any purchase payments submitted and Purchase Payment Credits applied during the Option Year and after the Non-Lifetime Withdrawal;

(2) *Contract Value on the Option Anniversary*: the Contract Value on the current Option Anniversary, excluding any purchase payments submitted, Purchase Payment Credits applied, or withdrawals on that Option Anniversary; or

(3) *Monthly Option Anniversary Contract Value*: the greater of:

(a) the highest Monthly Option Anniversary Contract Value during the previous Option Year and on or before the Non-Lifetime Withdrawal, proportionally reduced as described in the *Non-Lifetime Withdrawal* section; or

(b) the highest Monthly Option Anniversary Contract Value during the previous Option Year and after the Non-Lifetime Withdrawal.

For each Option Anniversary after the Option Anniversary immediately following the Non-Lifetime Withdrawal, the greatest of:

(1) *Current Income Benefit Base*: the Current Income Benefit Base on the prior Option Anniversary plus any purchase payments submitted and Purchase Payment Credits applied during the Option Year;

(2) *Contract Value on the Option Anniversary*: the Contract Value on the current Option Anniversary, excluding any purchase payments submitted, Purchase Payment Credits applied, or withdrawals on that Option Anniversary; or

(3) *Monthly Option Anniversary Contract Value*: the highest Monthly Option Anniversary Contract Value during the previous Option Year.

See *Appendix E: Nationwide Lifetime Income Capture Option Non-Lifetime Withdrawal Examples* for example calculations.

When a purchase payment and any Purchase Payment Credits are applied on a date other than an Option Anniversary, the indexed simple interest roll-up value is calculated using a prorated method based upon the number of days from the date of the purchase payment to the next Option Anniversary. However, if at any time prior to the first Lifetime Withdrawal the Contract Value equals $0, no additional purchase payments will be accepted and no further benefit base calculations will be made. The Current Income Benefit Base will be set equal to the benefit base calculated on the most recent Option Anniversary minus adjustments made for excess withdrawals after that date, and the initial Lifetime Withdrawal Amount will be based on that Current Income Benefit Base. Since the roll-up value is only calculated for the first 15 Option Years or prior to the first Lifetime Withdrawal, whichever comes first, any purchase payments the Contract Owner makes during that time period will increase the Current Income Benefit Base more than purchase payments made after that time period.

Non-Lifetime Withdrawal

After the first Option Anniversary, the Contract Owner may request a one-time withdrawal ("Non-Lifetime Withdrawal") without initiating the lifetime income benefit under the Nationwide Lifetime Income Capture option. **The Non-Lifetime Withdrawal will not lock in the Lifetime Withdrawal Percentage and will not stop the indexed simple interest roll-up.** However, the Non-Lifetime Withdrawal will reduce the Current Income Benefit Base, and consequently, the Lifetime Withdrawal Amount calculated for subsequent years. In addition, it will be subject to the CDSC provisions of the contract.

A Non-Lifetime Withdrawal will cause a reduction to four factors used to calculate the Lifetime Withdrawal Amount: (1) the Current Income Benefit Base; (2) the Original Income Benefit Base (resulting in the Adjusted Roll-up Income Benefit Base); (3) Subsequent purchase payments and Purchase Payment Credits applied before the Non-Lifetime Withdrawal; and (4) the Monthly Option Anniversary Contract Value during the Option Year prior to the Non-Lifetime Withdrawal. All four factors are reduced by a figure representing the proportional amount of the withdrawal, as follows:

$$\text{Reduction to Current Income Benefit Base} = \frac{\text{Gross dollar amount of the Non-Lifetime Withdrawal}}{\text{Contract Value prior to the Non-Lifetime Withdrawal}} \times \text{Current Income Benefit Base prior to the Non-Lifetime Withdrawal}$$

$$\text{Reduction to Original Income Benefit Base} = \frac{\text{Gross dollar amount of the Non-Lifetime Withdrawal}}{\text{Contract Value prior to the Non-Lifetime Withdrawal}} \times \text{Original Income Benefit Base}$$

$$\text{Reduction to subsequent purchase payments and Purchase Payment Credits applied before the Non-Lifetime Withdrawal} = \frac{\text{Gross dollar amount of the Non-Lifetime Withdrawal}}{\text{Contract Value prior to the Non-Lifetime Withdrawal}} \times \text{Subsequent purchase payments and Purchase Payment Credits applied before the Non-Lifetime Withdrawal}$$

$$\text{Reduction to Monthly Option Anniversary Contract Value during the Option Year and prior to the Non-Lifetime Withdrawal} = \frac{\text{Gross dollar amount of the Non-Lifetime Withdrawal}}{\text{Contract Value prior to the Non-Lifetime Withdrawal}} \times \text{highest Monthly Option Anniversary Contract Value during the Option Year and prior to the Non-Lifetime Withdrawal}$$

All Non-Lifetime Withdrawal requests must be made on a Nationwide form which is available by contacting the Service Center. **If the Contract Owner requests a withdrawal without using the Nationwide form, the withdrawal request will be treated as a Lifetime Withdrawal request and will not be treated as a request for a Non-Lifetime Withdrawal**.

A Non-Lifetime Withdrawal cannot be taken after the Contract Owner initiates the Lifetime Withdrawals.

Lifetime Withdrawals

At any time after the Nationwide Lifetime Income Capture option is elected, the Contract Owner may begin taking the lifetime income benefit by taking a Lifetime Withdrawal from the contract. **Unless the Contract Owner requests a one-time Non-Lifetime Withdrawal, the first withdrawal under the contract constitutes the first Lifetime Withdrawal, even if such withdrawal is taken to meet minimum distribution requirements under the Internal Revenue Code or is taken to pay advisory or investment management fees.** Nationwide will surrender Accumulation Units proportionally from the Sub-Accounts as of the date of the withdrawal request. As with any withdrawal, Lifetime Withdrawals reduce the Contract Value and consequently, the amount available for annuitization.

At the time of the first Lifetime Withdrawal, the Roll-up and Roll-up Value terminate and the Current Income Benefit Base is locked in and will not change, except as a result of the following:

- an automatic reset (discussed later in this provision);
- the Attained Age Income Benefit Base calculation (discussed later in this provision); or
- the Contract Owner:
    - takes excess withdrawals;
    - submits additional purchase payments; or
    - elects a reset opportunity (discussed later in this provision).

As long as the Nationwide Lifetime Income Capture option is in effect, additional purchase payments submitted after the first Lifetime Withdrawal will increase the Current Income Benefit Base by the amount of the purchase payment.

The Lifetime Withdrawal Percentage is determined based on the age of the Contract Owner at the time of the first Lifetime Withdrawal.

For contracts with applications signed on or after May 1, 2018, the Lifetime Withdrawal Percentages are disclosed in the Rate Sheet Supplement that is attached to the front of this prospectus delivered to you. The Rate Sheet Supplement discloses the Lifetime Withdrawal Percentages that are applicable during certain periods of time. In order to receive the applicable Lifetime Withdrawal Percentages stated in a Rate Sheet Supplement, the application must be signed and received in good order by Nationwide within the stated time period during which such withdrawal percentages will be applicable. Lifetime Withdrawal Percentages applicable in time periods other than the time period when the application is signed are not applicable to the contract. Nationwide reserves the right to change the Lifetime Withdrawal Percentages at any time; however, Nationwide will not change the Lifetime Withdrawal Percentages for contracts once issued. *You should not purchase the contract without first obtaining the applicable Rate Sheet Supplement that contains the Lifetime Withdrawal Percentages that are applicable at the time.* All Rate Sheet Supplements are available by contacting the Service Center, and also are available on the EDGAR system at www.sec.gov (file number: 333-177439).

For contracts with applications signed prior to May 1, 2018, see *Appendix F: Historical Rates and Percentages.*

For contracts that elect the Joint Option for the Nationwide Lifetime Income Capture option, the Lifetime Withdrawal Percentages will be equal to or less than the Lifetime Withdrawal Percentages for the Nationwide Lifetime Income Capture option (see *Joint Option for the Nationwide Lifetime Income Capture Option).*

Note: The Internal Revenue Code requires that IRAs, SEP IRAs, Simple IRAs, and Investment-Only Contracts begin distributions no later than April 1 of the calendar year following the calendar year in which the Contract Owner reaches age 70½. **Contract Owners subject to minimum required distribution rules may not be able to take advantage of the Lifetime Withdrawal Percentages available at higher age bands if distributions are taken from the contract to meet these Internal Revenue Code requirements.** Contract Owners who elect not to take minimum required distributions from this contract, *i.e.*, they take minimum required distributions from other sources, may be able to take advantage of Lifetime Withdrawal Percentages at the higher age bands. Consult a qualified tax advisor for more information.

At the time of the first Lifetime Withdrawal, the Lifetime Withdrawal Percentage (which remains the same) is multiplied by the Current Income Benefit Base to determine the initial Lifetime Withdrawal Amount for that year.

On each Option Anniversary after the first Lifetime Withdrawal is taken, the Lifetime Withdrawal Percentage (which remains the same) is multiplied by the Current Income Benefit Base to determine the Lifetime Withdrawal Amount for that year. The Current Income Benefit Base will equal the greater of:

(1) *Current Income Benefit Base*: the Current Income Benefit Base on the prior Option Anniversary, plus any purchase payments submitted and Purchase Payment Credits applied after the prior Option Anniversary, or

Note: The Current Income Benefit Base may change due to excess withdrawals, automatic resets, or election of a non-automatic reset opportunity (all discussed later in this provision). If the Non-Lifetime Withdrawal is taken in the same Option Year as the first Lifetime Withdrawal, then for the first Option Anniversary after the first Lifetime Withdrawal, the Current Income Benefit Base on the prior Option Anniversary will be proportionally reduced as described in the Non-Lifetime Withdrawal section;

(2) *Attained Age Income Benefit Base*: determined based on the following formula:

$$\frac{\begin{array}{c}\text{Contract Value on the then current}\\ \text{Option Anniversary prior to processing any}\\ \text{purchase payments, Purchase Payment Credits,}\\ \text{or withdrawals on that day}\end{array}}{\text{Lifetime Withdrawal Percentage}} \times \begin{array}{c}\text{Attained Age}\\ \text{Lifetime Withdrawal}\\ \text{Percentage}\end{array}$$

The Attained Age Lifetime Withdrawal Percentage (which does not remain the same) is determined based on the age of the Contract Owner on the Option Anniversary.

For contracts with applications signed on or after May 1, 2018, the Attained Age Lifetime Withdrawal Percentages are disclosed in the Rate Sheet Supplement that is attached to the front of this prospectus delivered to you. In order to receive the applicable Attained Age Lifetime Withdrawal Percentages stated in a Rate Sheet Supplement, the application must be signed and received in good order by Nationwide within the stated time period during which such withdrawal percentages will be applicable. Attained Age Lifetime Withdrawal Percentages applicable in time periods other than the time period when the application is signed are not applicable to the contract. Nationwide reserves the right to change the Attained Age Lifetime Withdrawal Percentages at any time; however, Nationwide will not change the Attained Age Lifetime Withdrawal Percentages for contracts once issued. *You should not purchase the contract without first obtaining the applicable Rate Sheet Supplement that contains the Attained Age Lifetime Withdrawal Percentages that are applicable at the time.* All Rate Sheet Supplements are available by contacting the Service Center, and also are available on the EDGAR system at www.sec.gov (file number: 333-177439).

For contracts with applications signed prior to May 1, 2018, see *Appendix F: Historical Rates and Percentages*.

For contracts that elect the Joint Option for the Nationwide Lifetime Income Capture option, the Attained Age Lifetime Withdrawal Percentages will be equal to or less than the Attained Age Lifetime Withdrawal Percentages for the Nationwide Lifetime Income Capture option (see *Joint Option for the Nationwide Lifetime Income Capture* Option).

Contract Owners may cancel the attained age feature of the Nationwide Lifetime Income Capture option by cancelling the automatic reset feature discussed later in this section.

The Lifetime Withdrawal Amount is the maximum amount that can be withdrawn from the contract before the next Option Anniversary without reducing the Current Income Benefit Base. The ability to withdraw the Lifetime Withdrawal Amount will continue until the earlier of the Contract Owner's death or annuitization (assuming the Current Income Benefit Base is not depleted and the option remains in force).

The Contract Owner can elect to set up Systematic Withdrawals or can request each withdrawal separately. All Lifetime Withdrawal requests must be made on a Nationwide form available by contacting the Service Center.

Each year's Lifetime Withdrawal Amount is non-cumulative. A Contract Owner cannot take a previous year's Lifetime Withdrawal Amount in a subsequent year without causing an excess withdrawal (discussed herein) that will reduce the Current Income Benefit Base. Although Lifetime Withdrawals up to the Lifetime Withdrawal Amount do not reduce the Current Income Benefit Base, they do reduce the Contract Value and the death benefit.

Once the Contract Value falls to $0 (which could result from Contract Owner withdrawals, market performance, charges, or any combination thereof), the Contract Owner is no longer permitted to submit additional purchase payments or take withdrawals in excess of the Lifetime Withdrawal Amount. Additionally, there is no Contract Value to annuitize, making the payment of the benefit associated with this option (the payment of Lifetime Withdrawals) the only income stream producing benefit remaining in the contract.

Impact of Withdrawals in Excess of the Lifetime Withdrawal Amount

The Contract Owner is permitted to withdraw Contract Value in excess of that year's Lifetime Withdrawal Amount provided that the Contract Value is greater than $0. Withdrawals in excess of the Lifetime Withdrawal Amount will reduce the Current Income Benefit Base, and consequently, the Lifetime Withdrawal Amount calculated for subsequent years. In the event of excess withdrawals, the Current Income Benefit Base will be reduced by the greater of:

(1) the gross dollar amount of the withdrawal in excess of the Lifetime Withdrawal Amount; or

(2) a figure representing the proportional amount of the withdrawal. This amount is determined by the following formula:

$$\frac{\text{Gross dollar amount of the excess withdrawal}}{\text{Contract Value (reduced by the amount of the Lifetime Withdrawal Amount withdrawn)}} \times \text{Current Income Benefit Base prior to the withdrawal}$$

In situations where the Contract Value exceeds the existing Current Income Benefit Base, excess withdrawals will typically result in a dollar amount reduction to the new Current Income Benefit Base. In situations where the Contract Value is less than the existing Current Income Benefit Base, excess withdrawals will typically result in a proportional reduction to the new Current Income Benefit Base.

The extent to which excess withdrawals negatively impact the overall benefit received under the Nationwide Lifetime Income Capture option depends on market conditions and other factors that are specific to each contract. Consult with an advisor to determine what is best based on the Contract Owner's individual financial situation and needs.

Note: If the Contract Value falls to $0 as a result of an excess withdrawal, the Current Income Benefit Base will be reduced to $0 and the contract will terminate.

RMD Privilege

Currently, Nationwide allows for an "RMD privilege" whereby Nationwide permits a Contract Owner to withdraw Contract Value in excess of the Lifetime Withdrawal Amount without reducing the Current Income Benefit Base if such excess withdrawal is for the sole purpose of meeting Internal Revenue Code required minimum distributions for this contract. In order to qualify for the RMD privilege, the Contract Owner must:

(1) be at least 70½ years old as of the date of the request;

(2) own the contract as an IRA, SEP IRA, Simple IRA, or Investment-Only Contract; and

(3) submit a completed administrative form in advance of the withdrawal to the Service Center.

Nationwide reserves the right to modify or eliminate the RMD privilege if there is any change to the Internal Revenue Code or IRS rules relating to required minimum distributions, including the issuance of relevant IRS guidance. If Nationwide exercises this right, Nationwide will provide notice to Contract Owners and any withdrawal in excess of the Lifetime Withdrawal Amount will reduce the remaining Current Income Benefit Base.

Once the Contract Value falls to $0 (which could result from Contract Owner withdrawals, market performance, charges, or any combination thereof), the Contract Owner is no longer permitted to submit additional purchase payments or take withdrawals in excess of the Lifetime Withdrawal Amount. Additionally, there is no Contract Value to annuitize, making the payment of the benefit associated with this option (the payment of Lifetime Withdrawals) the only income stream producing benefit remaining in the contract.

Reset Opportunities

Nationwide offers an automatic reset of the Current Income Benefit Base. Prior to the first Lifetime Withdrawal, if on any Option Anniversary, the current Contract Value or the highest Monthly Option Anniversary Contract Value during the previous Option Year exceeds the Current Income Benefit Base, Nationwide will automatically reset the Current Income Benefit Base to equal the higher Contract Value. This higher amount will be the new Current Income Benefit Base. This automatic reset will continue until the first Lifetime Withdrawal or until either the current charge or the list of permitted investment options associated with the Nationwide Lifetime Income Capture option changes. After the first Lifetime Withdrawal, on each Option Anniversary, the Current Income Benefit Base may be reset to the Attained Age Income Benefit Base, and this automatic reset will continue until either the current charge or the list of permitted investment options associated with the Nationwide Lifetime Income Capture option changes.

In the event the current charge or the list of permitted investment options of the Nationwide Lifetime Income Capture option changes, the reset opportunities still exist, but are no longer automatic. An election to reset the Current Income Benefit Base must be made by the Contract Owner to Nationwide. On or about each Option Anniversary, Nationwide will provide the Contract Owner with information necessary to make this determination. Specifically, Nationwide will provide: the Contract Value; the Current Income Benefit Base; the current terms and conditions associated with the Nationwide Lifetime Income Capture option; and instructions on how to communicate an election to reset the benefit base.

If the Contract Owner elects to reset the Current Income Benefit Base, it will be at the then current terms and conditions of the option as described in the most current prospectus. **If Nationwide does not receive a Contract Owner's election to reset the Current Income Benefit Base within 60 days after the Option Anniversary, Nationwide will assume that the Contract Owner does not wish to reset the Current Income Benefit Base.** If the Current Income Benefit Base is not reset, it will remain the same, the attained age feature (as described in the *Lifetime Withdrawals* section) will be cancelled, and the terms and conditions of the Nationwide Lifetime Income Capture option will not change (as applicable to that particular contract).

Contract Owners may cancel the automatic reset feature of the Nationwide Lifetime Income Capture option by notifying Nationwide as to such election.

Settlement Options

For contracts issued on or after September 1, 2015, the Settlement Options described below are not available. For contracts issued before September 1, 2015, when a Contract Owner's Contract Value falls to $0 and there is still a positive Current Income Benefit Base, Nationwide will provide the Contract Owner with settlement options. Specifically, Nationwide will provide a notification to the Contract Owner describing the following three options, along with instructions on how to submit the election to Nationwide:

(1) The Contract Owner can take Lifetime Withdrawals of the annual Lifetime Withdrawal Amount until the death of the Contract Owner;

(2) The Contract Owner can elect the Age Based Lump Sum Settlement Option, as described below; or

(3) If the Contract Owner qualifies after a medical examination, the Contract Owner can elect the Underwritten Lump Sum Settlement Option, as described below.

The options above each result in a different amount ultimately received under the Nationwide Lifetime Income Capture option. The Underwritten Lump Sum Settlement Option will generally pay a larger amount than the Age Based Lump Sum Settlement Option when a Contract Owner is healthier than the normal population. Regardless of age or health, the Underwritten Lump Sum Settlement Option amount will never be less than the Age Based Lump Sum Settlement Option amount. Election of the Age Based Lump Sum Settlement Option enables the Contract Owner to receive payment without a medical exam, which could potentially delay payment. Before selecting a settlement option, consult with a qualified financial advisor to determine which option is best based on the Contract Owner's individual financial situation and needs.

The Contract Owner will have 60 days from the date of Nationwide's notification letter to make an election ("Notification Period"). Once the Contract Owner makes an election, the election is irrevocable. **If the Contract Owner is receiving Systematic Withdrawals of the Lifetime Withdrawal Amount and does not make an election within the Notification Period, Nationwide will continue sending Systematic Withdrawals of the full amount of the Lifetime Withdrawal Amount to the Contract Owner**. If the Contract Owner had requested Systematic Withdrawals of only a portion of the Lifetime Withdrawal Amount prior to the notice, Systematic Withdrawals will continue, but Nationwide will increase the Lifetime Withdrawals to the full amount of the Lifetime Withdrawal Amount.

If the Contract Owner is not taking Systematic Withdrawals of the Lifetime Withdrawal Amount and does not make an election within the Notification Period, Nationwide will initiate Systematic Withdrawals of the Lifetime Withdrawal Amount on behalf of the Contract Owner and will begin mailing to the Contract Owner on an annual basis an amount equal to the Lifetime Withdrawal Amount. If Nationwide initiates Systematic Withdrawals of the Lifetime Withdrawal Amount on behalf of the Contract Owner, it will be irrevocable. If Nationwide initiates Systematic Withdrawals of the Lifetime Withdrawal Amount on behalf of the Contract Owner, the first payment of the Lifetime Withdrawal Amount will be sent on the next business day following the Notification Period ("Settlement Payment Date"). Nationwide will then send the Contract Owner the Lifetime Withdrawal Amount annually on the anniversary of the Settlement Payment Date (or the next business day if the anniversary of the Settlement Payment Date does not fall on a business day). Nationwide will mail a check to the Contract Owner's address on record. The Contract Owner may contact the Service Center at any time to change the frequency of the Systematic Withdrawals.

Note: In any event, if the Contract Owner does not make an election within the Notification Period, Nationwide will send the Contract Owner the full amount of the Lifetime Withdrawal Amount to which he/she is entitled to each year. There may be tax consequences if Nationwide increases or initiates the Lifetime Withdrawals on behalf of a Contract Owner. Consult a qualified tax advisor.

Age Based Lump Sum Settlement Option

Under the Age Based Lump Sum Settlement Option, in lieu of taking Lifetime Withdrawals of the annual Lifetime Withdrawal Amount, Nationwide will pay the Contract Owner a lump sum equal to the Contract Owner's most recently calculated Lifetime Withdrawal Amount multiplied by the Annual Benefit Multiplier listed below:

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

* As of the date the Age Based Lump Sum Option is elected.

For contracts that have elected the Joint Option for the Nationwide Lifetime Income Capture option, if both spouses are living on the date the Age Based Lump Sum Settlement Option is elected, Nationwide will use the age of the younger spouse minus three years to determine the Annual Benefit Multiplier (which may result in a higher Annual Benefit Multiplier and a larger benefit under this option). If only one spouse is living on the date the Age Based Lump Sum Settlement Option is elected, Nationwide will use the age of the living spouse to determine the Annual Benefit Multiplier.

Underwritten Lump Sum Settlement Option

Under the Underwritten Lump Sum Settlement Option, in lieu of taking Lifetime Withdrawals of the Lifetime Withdrawal Amount, for those who qualify based on a medical exam, Nationwide will pay the Contract Owner a lump sum based upon the attained age, sex, and health of the Contract Owner (and spouse if the Joint Option for the Nationwide Lifetime

Income Capture option is elected). Once Nationwide receives the Contract Owner's election to take the Underwritten Lump Sum Settlement Option, Nationwide will provide the Contract Owner with a medical examination form, which must be completed by a certified physician chosen by the Contract Owner and returned to the Service Center within 30 days. Upon completion of underwriting by Nationwide, the lump sum settlement amount (determined as of the date that Nationwide received all of the necessary information) is issued to the Contract Owner. If Nationwide does not receive the completed form within the 30-day period, Nationwide will pay the Contract Owner the amount that would be payable under the Age Based Lump Sum Settlement Option.

Annuitization

If the Contract Owner elects to annuitize the contract, this option will terminate. Specifically, the charge associated with the option will no longer be assessed and all benefits associated with the Nationwide Lifetime Income Capture option will terminate.

Death of Determining Life

For contracts with no Joint Option, upon the death of the determining life, the benefits associated with the option terminate. If the Contract Owner is also the Annuitant, the death benefit will be paid in accordance with the *Death Benefits* provision. If the Contract Owner is not the Annuitant, the Contract Value will be distributed as described in *Appendix C: Contract Types and Tax Information*.

For contracts with the Joint Option, upon the death of the determining life, the surviving spouse continues to receive the same benefit associated with the Nationwide Lifetime Income Capture option which had been received by the deceased spouse, for the remainder of the survivor's lifetime. The Contract Value will reflect the death benefit and the Spousal Protection Feature.

Tax Treatment

Although the tax treatment for Lifetime Withdrawals under withdrawal benefits such as the Nationwide Lifetime Income Capture option is not clear, Nationwide will treat a portion of each Lifetime Withdrawal as a taxable distribution, as follows:

First, Nationwide determines which is greater: (1) the Contract Value immediately before the Lifetime Withdrawal; or (2) the Lifetime Withdrawal Amount immediately before the Lifetime Withdrawal. That amount (the greater of (1) or (2)) minus any remaining investment in the contract at the time of the Lifetime Withdrawal will be reported as a taxable distribution.

For any Lifetime Withdrawal taken when the Contract Value is less than or equal to the total investment in the contract, Nationwide treats the Lifetime Withdrawal as a tax-free return of investment until the entire investment in the contract has been received tax-free. Once the entire investment in the contract has been received tax-free, Lifetime Withdrawals will be reported as taxable distributions. Consult a qualified tax advisor.

Automatic Termination of Nationwide Lifetime Income Capture Option

Upon termination of the Nationwide Lifetime Income Capture Option, Nationwide will no longer assess the charge associated with this option, and all benefits associated with the Nationwide Lifetime Income Capture Option will terminate. In the following instances, the Nationwide Lifetime Income Capture Option will automatically terminate:

(1) When withdrawals are taken in excess of the Lifetime Withdrawal Amount that reduce the Current Income Benefit Base to $0;

(2) On the Annuitization Date;

(3) Upon the death of the determining life for contracts with no Joint Option; or

(4) Where permitted under state law, if the Contract Owner is changed or if the contract is assigned (including a collateral assignment), except as follows:

  (a) The new Contract Owner or assignee assumes full ownership of the contract and is essentially the same person (e.g., individual ownership is changed to ownership by a personal revocable trust, a change to the Contract Owner's spouse during the Contract Owner's lifetime, a change to a court appointed guardian representing the Contract Owner during the Contract Owner's lifetime, etc.);

  (b) Ownership of a contract issued as an IRA or Roth IRA is being changed from one custodian to another, from the determining life to a custodian, or from a custodian to the determining life;

  (c) The assignment is for the purpose of effectuating an exchange pursuant to Section 1035 under the Internal Revenue Code; or

(d) The change is merely the removal of a Contract Owner where the contract is jointly owned.

Nationwide will provide notice to Contract Owners prior to processing a change in ownership or assignment that will automatically terminate the Nationwide Lifetime Income Capture option. Contract Owners contemplating changes to the ownership of their contract, including assignments, should contact their registered representative to determine how the changes impact the benefit associated with the Nationwide Lifetime Income Capture option.

Nationwide Lifetime Income Track Option

After the Contract Owner reaches age 59½ (or if the Joint Option is elected, both spouses reach age 59½) (the ″Withdrawal Start Date″), the Nationwide Lifetime Income Track option provides for Lifetime Withdrawals, up to a certain amount each year, even after the Contract Value is $0, provided that the Contract Owner does not deplete the Current Income Benefit Base by taking early or excess withdrawals and does not make certain assignments or Contract Owner changes. Investment restrictions apply. The age of the person upon which the benefit depends (the ″determining life″) must be 85 or younger at the time of application. For most contracts, the determining life is that of the Contract Owner. For those contracts where the Contract Owner is a non-natural person, for purposes of this option, the determining life is that of the Annuitant, and all references in this option to ″Contract Owner″ shall mean Annuitant. If, in addition to the Annuitant, a Co-Annuitant or joint annuitant has been elected, the determining life will be that of the younger Annuitant. The determining life may not be changed.

Availability

The Nationwide Lifetime Income Track option is available under the contract at the time of application. Once elected, the Nationwide Lifetime Income Track option is irrevocable. The Nationwide Lifetime Income Track option is not available on beneficially owned contracts – those contracts that are inherited by a beneficiary and the beneficiary continues to hold the contract as a beneficiary (as opposed to treating the contract as his/her own) for tax purposes. However, if such contract becomes beneficially owned by the spouse of the Contract Owner, and the Joint Option for the Nationwide Lifetime Income Track option is elected, then the spouse may keep the Nationwide Lifetime Income Track option. However, once a contract becomes beneficially owned, the contract will not receive the benefit of the RMD privilege discussed later in this section. The Nationwide Lifetime Income Track option cannot be elected if the 7% Nationwide Lifetime Income Rider or Nationwide Lifetime Income Capture option is elected.

Nationwide Lifetime Income Track Charge

In exchange for this lifetime withdrawal benefit, Nationwide will assess an annual charge not to exceed 1.50% of the Current Income Benefit Base. Currently, the charge for the Nationwide Lifetime Income Track option is 0.80% of the Current Income Benefit Base. The current charge will not change, except, possibly, upon the Contract Owner's election to reset the benefit base, as discussed herein. If the current charge does change, it will not exceed the maximum charge of 1.50% of the Current Income Benefit Base.

The charge will be assessed on each Option Anniversary and will be deducted via redemption of Accumulation Units. The charge will be assessed until annuitization. A prorated charge will also be deducted upon full surrender of the contract. Accumulation Units will be redeemed proportionally from each Sub-Account in which the Contract Owner is invested at the time the charge is taken. Amounts redeemed as the Nationwide Lifetime Income Track option charge will not negatively impact calculations associated with other benefits elected or available under the contract, will not be subject to a CDSC, and will not reduce amounts available under the CDSC-free withdrawal privilege.

Nationwide Lifetime Income Track Investment Requirements

Election of the Nationwide Lifetime Income Track option requires that the Contract Owner, until annuitization, allocate the entire Contract Value to a limited set of investment options currently available in the contract. For the list of investment options available under the Nationwide Lifetime Income Track option, see *Income Benefit Investment Options*. Allocation requests to investment options other than those listed in the *Income Benefit Investment Options* section will not be honored; they will be treated as though no allocation request was submitted. Nationwide may offer Dollar Cost Averaging for Living Benefits described in the *Contract Owner Services* provision. Allocation to the Fixed Account is not permitted (except as the originating account when the Contract Owner elects Dollar Cost Averaging for Living Benefits).

Transfers Among Permitted Investment Options

The Contract Owner may reallocate the Contract Value among the limited set of investment options in accordance with the *Transfers Prior to Annuitization* provision. The Contract Owner may reallocate the Contract Value within the Custom Portfolio Asset Rebalancing Service in accordance with that provision. Additionally, Contract Owners may change from the Custom Portfolio Asset Rebalancing Service to the permitted investment options, and vice versa.

Subsequent Purchase Payments

Subsequent purchase payments are permitted under the Nationwide Lifetime Income Track option as long as the Contract Value is greater than $0. There may be instances where a subsequent purchase payment creates a financial risk that Nationwide is unwilling to bear. If this occurs, Nationwide may exercise its right to refuse subsequent purchase payments which total in aggregate $50,000 or more in any calendar year. The $50,000 threshold will take into consideration all contracts issued by Nationwide to a particular Contract Owner or using the same determining life. If Nationwide exercises this right to refuse a purchase payment, the entire purchase payment that causes the aggregate amount to exceed $50,000 will be immediately returned to the Contract Owner in the same form in which it was received. Generally, Nationwide may invoke this right in times of economic instability. Contract Owners may contact the Service Center to find out if Nationwide will accept a particular subsequent purchase payment.

Determination of the Income Benefit Base Prior to the First Lifetime Withdrawal

Upon election of the Nationwide Lifetime Income Track option, the Original Income Benefit Base is equal to the Contract Value. Thereafter, Nationwide tracks, on a continuous basis, the Current Income Benefit Base which is used to calculate the Lifetime Withdrawal Amount.

The Current Income Benefit Base for the Nationwide Lifetime Income Track option will equal the highest Contract Value on any Option Anniversary (unless the Contract Owner cancels this automatic reset feature as described in *Reset Opportunities*) adjusted by the following:

(1) Additional purchase payments submitted after the Nationwide Lifetime Income Track option is elected. Additional purchase payments will result in an immediate increase to the Current Income Benefit Base equal to the dollar amount of the additional purchase payment(s).

(2) Early withdrawals, which are withdrawals taken from the contract prior to the Withdrawal Start Date. Early withdrawals will result in a decrease to the Current Income Benefit Base. The amount of that decrease will be the greater of (a) or (b), where:

(a) = the dollar amount of the early withdrawal; and

(b) = a figure representing the proportional amount of the early withdrawal. This amount is determined by the following formula:

$$\frac{\text{Gross dollar amount of the early withdrawal}}{\text{Contract Value}} \times \text{Current Income Benefit Base prior to the withdrawal}$$

In situations where the Contract Value exceeds the existing Current Income Benefit Base, early withdrawals will typically result in a dollar amount reduction to the new Current Income Benefit Base. In situations where the Contract Value is less than the existing Current Income Benefit Base, early withdrawals will typically result in a proportional reduction to the new Current Income Benefit Base.

(3) If requested, a one-time Non-Lifetime Withdrawal. A Non-Lifetime Withdrawal will result in a decrease to the Current Income Benefit Base. The amount of that decrease will be a figure representing the proportional amount of the Non-Lifetime Withdrawal. This amount is determined by the following formula:

$$\frac{\text{Gross dollar amount of the Non-Lifetime Withdrawal}}{\text{Contract Value}} \times \text{Current Income Benefit Base prior to the Non-Lifetime Withdrawal}$$

If at any time prior to the first Lifetime Withdrawal the Contract Value equals $0, no additional purchase payments will be accepted and no further benefit base calculations will be made. The Nationwide Lifetime Income Track option provides for Lifetime Withdrawals, up to a certain amount each year (the Lifetime Withdrawal Amount), even after the Contract Value is $0, provided that the Contract Owner does not deplete the Current Income Benefit Base by taking early or excess withdrawals and does not make certain assignments or Contract Owner changes.

Non-Lifetime Withdrawal

After the later of the first Option Anniversary or the Withdrawal Start Date, the Contract Owner may request a one-time withdrawal ("Non-Lifetime Withdrawal") without initiating the lifetime income benefit under the Nationwide Lifetime Income Track option. **The Non-Lifetime Withdrawal will not lock in the Lifetime Withdrawal Percentage.** However, the Non-Lifetime Withdrawal will reduce the Current Income Benefit Base by the proportional amount of the withdrawal. In addition, it will be subject to the CDSC provisions of the contract. The proportional amount of the withdrawal is determined by the following formula:

$$\frac{\text{Gross dollar amount of the Non-Lifetime Withdrawal}}{\text{Contract Value}} \times \text{Current Income Benefit Base prior to the Non-Lifetime Withdrawal}$$

All Non-Lifetime Withdrawal requests must be made on a Nationwide form which is available by contacting the Service Center. **If the Contract Owner requests a withdrawal without using the Nationwide form, the withdrawal request will be treated as a Lifetime Withdrawal request and will not be treated as a request for a Non-Lifetime Withdrawal**.

A Non-Lifetime Withdrawal cannot be taken after the Contract Owner initiates the Lifetime Withdrawals.

Lifetime Withdrawals

At any time after the Withdrawal Start Date, the Contract Owner may begin taking the lifetime income benefit by taking a withdrawal from the contract. **Unless the Contract Owner requests a one-time Non-Lifetime Withdrawal, the first withdrawal after the Withdrawal Start Date constitutes the first Lifetime Withdrawal, even if such withdrawal is taken to meet minimum distribution requirements under the Internal Revenue Code or is taken to pay advisory or investment management fees.** Nationwide will surrender Accumulation Units proportionally from the Sub-Accounts as of the date of the withdrawal request. As with any withdrawal, Lifetime Withdrawals reduce the Contract Value and consequently, the amount available for annuitization.

At the time of the first Lifetime Withdrawal, the Current Income Benefit Base is locked in and will not change unless the Contract Owner takes excess withdrawals, elects a reset opportunity (both discussed later in this provision), or submits additional purchase payments. As long as the Nationwide Lifetime Income Track option is in effect, additional purchase payments submitted after the first Lifetime Withdrawal will increase the Current Income Benefit Base by the amount of the purchase payment.

Simultaneously, the Lifetime Withdrawal Percentage is determined based on the age of the Contract Owner at the time of the first Lifetime Withdrawal as indicated in the following tables:

If the first Lifetime Withdrawal is taken prior to the fifth Option Anniversary:

Contract Owner's Age (at time of first Lifetime Withdrawal)	**59½ through 64**	**65 through 74**	**75 through 80**	**81 and older**
Lifetime Withdrawal Percentage	4.00%	4.50%	5.00%	5.50%

If the first Lifetime Withdrawal is taken on or after the fifth Option Anniversary:

Contract Owner's Age (at time of first Lifetime Withdrawal)	**59½ through 64**	**65 through 74**	**75 through 80**	**81 and older**
Lifetime Withdrawal Percentage	4.50%	5.00%	5.50%	6.00%

For contracts that elect the Joint Option for the Nationwide Lifetime Income Track option, the Lifetime Withdrawal Percentages will be equal to or less than the Lifetime Withdrawal Percentages above (see *Joint Option for the Nationwide Lifetime Income Track Option*).

A Contract Owner will receive the greatest Lifetime Withdrawal Percentage only if he or she does not take a Lifetime Withdrawal from the contract prior the fifth Option Anniversary and prior to age 81. **Note:** The Internal Revenue Code requires that IRAs, SEP IRAs, Simple IRAs, and Investment-Only Contracts begin distributions no later than April 1 of the calendar year following the calendar year in which the Contract Owner reaches age 70½. **Contract Owners subject to minimum required distribution rules may not be able to take advantage of the Lifetime Withdrawal Percentages available at higher age bands if distributions are taken from the contract to meet these Internal Revenue Code requirements.** Contract Owners who elect not to take minimum required distributions from this contract, i.e., they take minimum required distributions from other sources, may be able to take advantage of Lifetime Withdrawal Percentages at the higher age bands. Consult a qualified tax advisor for more information.

At the time of the first Lifetime Withdrawal and on each Option Anniversary thereafter, the Lifetime Withdrawal Percentage (which remains the same) is multiplied by the Current Income Benefit Base to determine the Lifetime Withdrawal Amount for that year. The Lifetime Withdrawal Amount is the maximum amount that can be withdrawn from the contract before the next Option Anniversary without reducing the Current Income Benefit Base. The ability to withdraw the Lifetime Withdrawal Amount will continue until the earlier of the Contract Owner's death or annuitization (assuming the Current Income Benefit Base is not depleted as a result of an excess withdrawal, and the option remains in force).

The Contract Owner can elect to set up Systematic Withdrawals or can request each withdrawal separately. All Lifetime Withdrawal requests must be made on a Nationwide form available by contacting the Service Center.

Each year's Lifetime Withdrawal Amount is non-cumulative. A Contract Owner cannot take a previous year's Lifetime Withdrawal Amount in a subsequent year without causing an excess withdrawal (discussed herein) that will reduce the Current Income Benefit Base. Although Lifetime Withdrawals up to the Lifetime Withdrawal Amount do not reduce the Current Income Benefit Base, they do reduce the Contract Value and the death benefit.

Once the Contract Value falls to $0 (which could result from Contract Owner withdrawals, market performance, charges, or any combination thereof), the Contract Owner is no longer permitted to submit additional purchase payments or take withdrawals in excess of the Lifetime Withdrawal Amount. Additionally, there is no Contract Value to annuitize, making the payment of the benefit associated with this option (the payment of Lifetime Withdrawals) the only income stream producing benefit remaining in the contract.

Impact of Withdrawals in Excess of the Lifetime Withdrawal Amount

After the Withdrawal Start Date, the Contract Owner is permitted to withdraw Contract Value in excess of the Lifetime Withdrawal Amount provided that the Contract Value is greater than $0. Withdrawals in excess of the Lifetime Withdrawal Amount will reduce the Current Income Benefit Base, and consequently, the Lifetime Withdrawal Amount calculated for subsequent years. In the event of excess withdrawals, the Current Income Benefit Base will be reduced by the greater of:

(1) the gross dollar amount of the withdrawal in excess of the Lifetime Withdrawal Amount; or

(2) a figure representing the proportional amount of the withdrawal. This amount is determined by the following formula:

$$\frac{\text{Gross dollar amount of the excess withdrawal}}{\text{Contract Value (reduced by the amount of the Lifetime Withdrawal Amount withdrawn)}} \times \text{Current Income Benefit Base prior to the withdrawal}$$

In situations where the Contract Value exceeds the existing Current Income Benefit Base, excess withdrawals will typically result in a dollar amount reduction to the new Current Income Benefit Base. In situations where the Contract Value is less than the existing Current Income Benefit Base, excess withdrawals will typically result in a proportional reduction to the new Current Income Benefit Base.

The extent to which excess withdrawals negatively impact the overall benefit received under the Nationwide Lifetime Income Track option depends on market conditions and other factors that are specific to each contract. Consult with an advisor to determine what is best based on the Contract Owner's individual financial situation and needs.

Note: If the Contract Value falls to $0 as a result of an excess withdrawal, the Current Income Benefit Base will be reduced to $0 and the contract will terminate.

RMD Privilege

Currently, Nationwide allows for an "RMD privilege" whereby Nationwide permits a Contract Owner to withdraw Contract Value in excess of the Lifetime Withdrawal Amount without reducing the Current Income Benefit Base if such excess withdrawal is for the sole purpose of meeting Internal Revenue Code required minimum distributions for this contract. This RMD privilege does not apply to beneficially owned contracts. In order to qualify for the RMD privilege, the Contract Owner must:

(1) be at least 70½ years old as of the date of the request;

(2) own the contract as an IRA, SEP IRA, Simple IRA, or Investment-Only Contract; and

(3) submit a completed administrative form in advance of the withdrawal to the Service Center.

Nationwide reserves the right to modify or eliminate the RMD privilege if there is any change to the Internal Revenue Code or IRS rules relating to required minimum distributions, including the issuance of relevant IRS guidance. If Nationwide exercises this right, Nationwide will provide notice to Contract Owners and any withdrawal in excess of the Lifetime Withdrawal Amount will reduce the remaining Current Income Benefit Base.

Once the Contract Value falls to $0 (which could result from Contract Owner withdrawals, market performance, charges, or any combination thereof), the Contract Owner is no longer permitted to submit additional purchase payments or take withdrawals in excess of the Lifetime Withdrawal Amount. Additionally, there is no Contract Value to annuitize, making the payment of the benefit associated with this option (the payment of Lifetime Withdrawals) the only income stream producing benefit remaining in the contract.

Difference between Early Withdrawals and Excess Withdrawals

Early withdrawals and excess withdrawals vary in their impact on the Current Income Benefit Base.

Early withdrawals are taken before the Withdrawal Start Date and the entire amount of the early withdrawal is considered when calculating the reduction to the Current Income Benefit Base.

Excess withdrawals are taken after the Withdrawal Start Date, when the Contract Owner takes withdrawals in excess of the Lifetime Withdrawal Amount, and only the amount in excess of the Lifetime Withdrawal Amount is considered when calculating the reduction to the Current Income Benefit Base.

This means that early withdrawals will have a greater overall negative impact on the Current Income Benefit Base than excess withdrawals, because early withdrawals will impact the Current Income Benefit Base in their entirety, where excess withdrawals will only impact the Current Income Benefit Base by the amount of the withdrawal that was in excess of the Lifetime Withdrawal Amount.

Reset Opportunities

Nationwide offers an automatic reset of the Current Income Benefit Base. If, on any Option Anniversary, the Contract Value exceeds the Current Income Benefit Base, Nationwide will automatically reset the Current Income Benefit Base to equal that Contract Value. This higher amount will be the new Current Income Benefit Base. This automatic reset will continue until the first Lifetime Withdrawal. After the first Lifetime Withdrawal, the automatic reset will continue until either the current charge or the list of permitted investment options associated with the Nationwide Lifetime Income Track option changes.

In the event the current charge or the list of permitted investment options of the Nationwide Lifetime Income Track option changes after the first Lifetime Withdrawal, the reset opportunities still exist, but are no longer automatic. An election to reset the Current Income Benefit Base must be made by the Contract Owner to Nationwide. On or about each Option Anniversary, Nationwide will provide the Contract Owner with information necessary to make this determination. Specifically, Nationwide will provide: the Contract Value; the Current Income Benefit Base; the current terms and conditions associated with the Nationwide Lifetime Income Track option; and instructions on how to communicate an election to reset the benefit base.

If the Contract Owner elects to reset the Current Income Benefit Base, it will be at the then current terms and conditions of the option as described in the most current prospectus. **If Nationwide does not receive a Contract Owner's election to reset the Current Income Benefit Base within 60 days after the Option Anniversary, Nationwide will assume that the Contract Owner does not wish to reset the Current Income Benefit Base.** If the Current Income Benefit Base is not reset, it will remain the same and the terms and conditions of the Nationwide Lifetime Income Track option will not change (as applicable to that particular contract).

Contract Owners may cancel the automatic reset feature of the Nationwide Lifetime Income Track option by notifying Nationwide as to such election.

Settlement Options

For contracts issued on or after September 1, 2015, the Settlement Options described below are not available. For contracts issued before September 1, 2015, when a Contract Owner's Contract Value falls to $0 and there is still a positive Current Income Benefit Base, Nationwide will provide the Contract Owner with settlement options. Specifically, Nationwide will provide a notification to the Contract Owner describing the following three options, along with instructions on how to submit the election to Nationwide:

(1) The Contract Owner can take Lifetime Withdrawals of the annual Lifetime Withdrawal Amount until the death of the Contract Owner (or, if the Joint Option is elected, until the death of the spouse);

(2) The Contract Owner can elect the Age Based Lump Sum Settlement Option, as described below; or

(3) If the Contract Owner qualifies after a medical examination, the Contract Owner can elect the Underwritten Lump Sum Settlement Option, as described below.

The options above each result in a different amount ultimately received under the Nationwide Lifetime Income Track option. The Underwritten Lump Sum Settlement Option will generally pay a larger amount than the Age Based Lump Sum Settlement Option when a Contract Owner is healthier than the normal population. Regardless of age or health, the Underwritten Lump Sum Settlement Option amount will never be less than the Age Based Lump Sum Settlement Option amount. Election of the Age Based Lump Sum Settlement Option enables the Contract Owner to receive payment without a medical exam, which could potentially delay payment. Before selecting a settlement option, consult with a qualified financial advisor to determine which option is best based on the Contract Owner's individual financial situation and needs.

The Contract Owner will have 60 days from the date of Nationwide's notification letter to make an election ("Notification Period"). Once the Contract Owner makes an election, the election is irrevocable. **If the Contract Owner is receiving Systematic Withdrawals of the Lifetime Withdrawal Amount and does not make an election within the Notification Period, Nationwide will continue sending Systematic Withdrawals of the full amount of the Lifetime Withdrawal Amount to the Contract Owner**. If the Contract Owner had requested Systematic Withdrawals of only a portion of the Lifetime Withdrawal Amount prior to the notice, Systematic Withdrawals will continue, but Nationwide will increase the Lifetime Withdrawals to the full amount of the Lifetime Withdrawal Amount.

If the Contract Owner is not taking Systematic Withdrawals of the Lifetime Withdrawal Amount and does not make an election within the Notification Period, Nationwide will initiate Systematic Withdrawals of the Lifetime Withdrawal Amount on behalf of the Contract Owner and will begin mailing to the Contract Owner on an annual basis an amount equal to the Lifetime Withdrawal Amount. If Nationwide initiates Systematic Withdrawals of the Lifetime Withdrawal Amount on behalf of the Contract Owner, it will be irrevocable. If Nationwide initiates Systematic Withdrawals of the Lifetime Withdrawal Amount on behalf of the Contract Owner, the first payment of the Lifetime Withdrawal Amount will be sent on the next business day following the Notification Period ("Settlement Payment Date"). Nationwide will then send the Contract Owner the Lifetime Withdrawal Amount annually on the anniversary of the Settlement Payment Date (or the next business day if the anniversary of the Settlement Payment Date does not fall on a business day). Nationwide will mail a check to the Contract Owner's address on record. The Contract Owner may contact the Service Center at any time to change the frequency of the Systematic Withdrawals.

Note: In any event, if the Contract Owner does not make an election within the Notification Period, Nationwide will send the Contract Owner the full amount of the Lifetime Withdrawal Amount to which he/she is entitled to each year. There may be tax consequences if Nationwide increases or initiates the Lifetime Withdrawals on behalf of a Contract Owner. Consult a qualified tax advisor.

Age Based Lump Sum Settlement Option

Under the Age Based Lump Sum Settlement Option, in lieu of taking Lifetime Withdrawals of the annual Lifetime Withdrawal Amount, Nationwide will pay the Contract Owner a lump sum equal to the Contract Owner's most recently calculated Lifetime Withdrawal Amount multiplied by the Annual Benefit Multiplier listed below:

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

* As of the date the Age Based Lump Sum Option is elected.

For contracts that have elected the Joint Option for the Nationwide Lifetime Income Track option, if both spouses are living on the date the Age Based Lump Sum Settlement Option is elected, Nationwide will use the age of the younger spouse minus three years to determine the Annual Benefit Multiplier (which may result in a higher Annual Benefit Multiplier and a larger benefit under this option). If only one spouse is living on the date the Age Based Lump Sum Settlement Option is elected, Nationwide will use the age of the living spouse to determine the Annual Benefit Multiplier.

Underwritten Lump Sum Settlement Option

Under the Underwritten Lump Sum Settlement Option, in lieu of taking withdrawals of the Lifetime Withdrawal Amount, for those who qualify based on a medical exam, Nationwide will pay the Contract Owner a lump sum based upon the attained age, sex, and health of the Contract Owner (and spouse if the Joint Option for the Nationwide Lifetime Income Track option is elected). Once Nationwide receives the Contract Owner's election to take the Underwritten Lump Sum Settlement Option, Nationwide will provide the Contract Owner with a medical examination form, which must be completed by a certified physician chosen by the Contract Owner and returned to the Service Center within 30 days. Upon completion of underwriting by Nationwide, the lump sum settlement amount (determined as of the date that Nationwide received all of the necessary information) is issued to the Contract Owner. If Nationwide does not receive the completed form within the 30-day period, Nationwide will pay the Contract Owner the amount that would be payable under the Age Based Lump Sum Settlement Option.

Annuitization

If the Contract Owner elects to annuitize the contract, this option will terminate. Specifically, the charge associated with the option will no longer be assessed and all benefits associated with the Nationwide Lifetime Income Track option will terminate.

Death of Determining Life

For contracts with no Joint Option, upon the death of the determining life, the benefits associated with the option terminate. If the Contract Owner is also the Annuitant, the death benefit will be paid in accordance with the *Death Benefits* provision. If the Contract Owner is not the Annuitant, the Contract Value will be distributed as described in *Appendix C: Contract Types and Tax Information*.

For contracts with the Joint Option, upon the death of the determining life, the surviving spouse continues to receive the same benefit associated with the Nationwide Lifetime Income Track option which had been received by the deceased spouse, for the remainder of the survivor's lifetime. The Contract Value will reflect the death benefit and the Spousal Protection Feature.

Tax Treatment

Although the tax treatment for Lifetime Withdrawals under withdrawal benefits such as the Nationwide Lifetime Income Track option is not clear, Nationwide will treat a portion of each Lifetime Withdrawal as a taxable distribution, as follows:

First, Nationwide determines which is greater: (1) the Contract Value immediately before the Lifetime Withdrawal; or (2) the Lifetime Withdrawal Amount immediately before the Lifetime Withdrawal. That amount (the greater of (1) or (2)) minus any remaining investment in the contract at the time of the Lifetime Withdrawal will be reported as a taxable distribution.

For any Lifetime Withdrawal taken when the Contract Value is less than or equal to the total investment in the contract, Nationwide treats the Lifetime Withdrawal as a tax-free return of investment until the entire investment in the contract has been received tax-free. Once the entire investment in the contract has been received tax-free, Lifetime Withdrawals will be reported as taxable distributions. Consult a qualified tax advisor.

Automatic Termination of Nationwide Lifetime Income Track Option

Upon termination of the Nationwide Lifetime Income Track Option, Nationwide will no longer assess the charge associated with this option, and all benefits associated with the Nationwide Lifetime Income Track Option will terminate. In the following instances, the Nationwide Lifetime Income Track Option will automatically terminate:

(1) When withdrawals are taken in excess of the Lifetime Withdrawal Amount that reduce the Current Income Benefit Base to $0;

(2) On the Annuitization Date;

(3) Upon the death of the determining life for contracts with no Joint Option; or

(4) Where permitted under state law, if the Contract Owner is changed or if the contract is assigned (including a collateral assignment), except as follows:

    (a) The new Contract Owner or assignee assumes full ownership of the contract and is essentially the same person (e.g., individual ownership is changed to ownership by a personal revocable trust, a change to the Contract Owner's spouse during the Contract Owner's lifetime, a change to a court appointed guardian representing the Contract Owner during the Contract Owner's lifetime, etc.);

    (b) Ownership of a contract issued as an IRA or Roth IRA is being changed from one custodian to another, from the determining life to a custodian, or from a custodian to the determining life;

    (c) The assignment is for the purpose of effectuating an exchange pursuant to Section 1035 under the Internal Revenue Code; or

    (d) The change is merely the removal of a Contract Owner where the contract is jointly owned.

Nationwide will provide notice to Contract Owners prior to processing a change in ownership or assignment that will automatically terminate the Nationwide Lifetime Income Track option. Contract Owners contemplating changes to the ownership of their contract, including assignments, should contact their registered representative to determine how the changes impact the benefit associated with the Nationwide Lifetime Income Track option.

Joint Option for the 7% Nationwide Lifetime Income Rider (formerly the 7% Spousal Continuation Benefit)

At the time the 7% Nationwide Lifetime Income ("7% Nationwide L.inc") Rider is elected (at time of application), the Contract Owner may elect the Joint Option for the 7% Nationwide Lifetime Income Rider ("Joint Option") (not available for contracts issued as Charitable Remainder Trusts). The Joint Option allows a surviving spouse to continue to receive, for the duration of his/her lifetime, the benefit associated with the 7% Nationwide L.inc Rider, provided certain conditions are met. Once the Joint Option is elected, it may not be removed from the contract, except as provided in the *Marriage Termination* section. If the Joint Option is elected, the determining life for purposes of the 7% Nationwide L.inc Rider will be that of the younger spouse.

The annual charge for the Joint Option will not exceed 0.40% of the Current Income Benefit Base. The charge will be assessed until annuitization. For contracts issued on or after January 14, 2013, or the date of state approval (whichever is later), the charge for the Joint Option is 0.30% of the Current Income Benefit Base. For contracts issued before January 14, 2013, or the date of state approval (whichever is later), there is no charge for the Joint Option. If the Contract Owner elects the Joint Option, Nationwide will reduce the Lifetime Withdrawal Percentages associated with the 7% Nationwide L.inc Rider.

For contracts with applications signed on or after May 1, 2018, the Lifetime Withdrawal Percentages for the Joint Option are disclosed in the Rate Sheet Supplement that is attached to the front of this prospectus delivered to you. The Rate Sheet Supplement discloses the Lifetime Withdrawal Percentages that are applicable during certain periods of time. In order to receive the applicable Lifetime Withdrawal Percentages stated in a Rate Sheet Supplement, the application must be signed and received in good order by Nationwide within the stated time period during which such withdrawal percentages will be applicable. Lifetime Withdrawal Percentages applicable in time periods other than the time period when the application is signed are not applicable to the contract. Nationwide reserves the right to change the Lifetime Withdrawal Percentages at any time; however, Nationwide will not change the Lifetime Withdrawal Percentages for contracts once issued. *You should not purchase the contract without first obtaining the applicable Rate Sheet Supplement that contains the Lifetime Withdrawal Percentages that are applicable at the time.* All Rate Sheet Supplements are available by contacting the Service Center, and also are available on the EDGAR system at www.sec.gov (file number: 333-177439).

For contracts with applications signed prior to May 1, 2018, see *Appendix F: Historical Rates and Percentages*.

To be eligible for the Joint Option, the following conditions must be met:

(1) Both spouses must be between 45 and 85 years old at the time of application;

(2) Both spouses must be at least age 45 before either spouse is eligible to begin withdrawals. **Note:** the Internal Revenue Code imposes a penalty tax if a distribution is made before the Contract Owner reaches age 59½ unless certain exceptions are met (see *Appendix C: Contract Types and Tax Information*);

(3) If the Contract Owner is a non-natural person, both spouses must be named as Co-Annuitants;

(4) One or both spouses (or a revocable trust of which either or both of the spouses is/are grantor(s)) must be named as the Contract Owner. For contracts issued as IRAs and Roth IRAs, only the person for whom the IRA or Roth IRA was established may be named as the Contract Owner;

(5) Both spouses must be named as primary beneficiaries;

(6) No person other than the spouse may be named as Contract Owner, Annuitant, or primary beneficiary; and

(7) If both spouses are alive upon annuitization, the Contract Owner must specify which spouse is the Annuitant upon whose continuation of life any annuity payments involving life contingencies depend (for IRA and Roth IRA contracts, this person must be the Contract Owner).

Note: The Joint Option is distinct from the Spousal Protection Feature associated with the death benefits. The Joint Option allows a surviving spouse to continue receiving the Lifetime Withdrawals associated with the 7% Nationwide L.inc Rider. In contrast, the Spousal Protection Feature is a death benefit bump-up feature associated with the death benefit.

Marriage Termination

If, prior to taking any withdrawals from the contract, the marriage terminates due to divorce, dissolution, or annulment, the Contract Owner may remove the Joint Option from the contract. Nationwide will remove the benefit and the associated charge after the Contract Owner submits to the Service Center a written request and evidence of the marriage termination satisfactory to Nationwide. Once the Joint Option is removed from the contract, the benefit may not be re-elected or added to cover a subsequent spouse.

If, after taking any withdrawals from the contract, the marriage terminates due to divorce, dissolution, or annulment, the Contract Owner may not remove the Joint Option from the contract.

Risks Associated with Electing the Joint Option

There are situations where a Contract Owner who elects the Joint Option will not receive the benefits associated with the option. This will occur if:

(1) the Contract Owner's spouse (Co-Annuitant) dies before him/her;

(2) the contract is annuitized;

(3) after the first withdrawal, the marriage terminates due to divorce, dissolution, or annulment; or

(4) the Contract Owner, Annuitant, Co-Annuitant, and/or beneficiary is changed.

Additionally, in the situations described in (1), (3), and (4) above, not only will the Contract Owner not receive the benefit associated with the Joint Option, but he/she must continue to pay any applicable charge until annuitization.

Joint Option for the Nationwide Lifetime Income Capture Option

At the time the Nationwide Lifetime Income Capture option is elected, the Contract Owner may elect the Joint Option for the Nationwide Lifetime Income Capture option ("Joint Option"). The Joint Option is not available for contracts issued as Charitable Remainder Trusts. The Joint Option allows a surviving spouse to continue to receive, for the duration of his/her lifetime, the benefit associated with the Nationwide Lifetime Income Capture option, provided certain conditions are met. Once the Joint Option is elected, it may not be removed from the contract, except as provided in the *Marriage Termination* section.

The annual charge for the Joint Option will not exceed 0.40% of the Current Income Benefit Base. The charge will be assessed until annuitization. Currently, the charge for the Joint Option is 0.30% of the Current Income Benefit Base.

If the Contract Owner elects the Joint Option, Nationwide will reduce the Lifetime Withdrawal Percentages associated with the Nationwide Lifetime Income Capture option.

For contracts with applications signed on or after May 1, 2018, the Lifetime Withdrawal Percentages for the Joint Option are disclosed in the Rate Sheet Supplement that is attached to the front of this prospectus delivered to you. The Rate Sheet Supplement discloses the Lifetime Withdrawal Percentages that are applicable during certain periods of time. In order to receive the applicable Lifetime Withdrawal Percentages stated in a Rate Sheet Supplement, the application must be signed and received in good order by Nationwide within the stated time period during which such withdrawal percentages will be applicable. Lifetime Withdrawal Percentages applicable in time periods other than the time period when the application is signed are not applicable to the contract. Nationwide reserves the right to change the Lifetime

Withdrawal Percentages at any time; however, Nationwide will not change the Lifetime Withdrawal Percentages for contracts once issued. *You should not purchase the contract without first obtaining the applicable Rate Sheet Supplement that contains the Lifetime Withdrawal Percentages that are applicable at the time*. All Rate Sheet Supplements are available by contacting the Service Center, and also are available on the EDGAR system at www.sec.gov (file number: 333-177439).

For contracts with applications signed prior to May 1, 2018, see *Appendix F: Historical Rates and Percentages.*

For contracts with applications signed on or after May 1, 2018, the Attained Age Lifetime Withdrawal Percentages for the Joint Option are disclosed in the Rate Sheet Supplement that is attached to the front of this prospectus delivered to you. In order to receive the applicable Attained Aged Lifetime Withdrawal Percentages stated in a Rate Sheet Supplement, the application must be signed and received in good order by Nationwide within the stated time period during which such withdrawal percentages will be applicable. Attained Aged Lifetime Withdrawal Percentages for the Joint Option applicable in time periods other than the time period when the application is signed are not applicable to the contract. Nationwide reserves the right to change the Attained Aged Lifetime Withdrawal Percentages for the Joint Option at any time; however, Nationwide will not change the Attained Aged Lifetime Withdrawal Percentages for the Joint Option for contracts once issued. *You should not purchase the contract without first obtaining the applicable Rate Sheet Supplement that contains the Attained Aged Lifetime Withdrawal Percentages for the Joint Option that are applicable at the time.* All Rate Sheet Supplements are available by contacting the Service Center, and also are available on the EDGAR system at www.sec.gov (file number: 333-177439).

For contracts with applications signed prior to May 1, 2018, see *Appendix F: Historical Rates and Percentages.*

To be eligible for the Joint Option, the following conditions must be met:

(1) Both spouses must be between 45 and 85 years old at the time of application;

(2) Both spouses must be at least age 45 before either spouse is eligible to begin Lifetime Withdrawals. **Note:** the Internal Revenue Code imposes a penalty tax if a distribution is made before the Contract Owner reaches age 59½ unless certain exceptions are met (see *Appendix C: Contract Types and Tax Information*);

(3) If the Contract Owner is a non-natural person, both spouses must be named as Co-Annuitants;

(4) One or both spouses (or a revocable trust of which either or both of the spouses is/are grantor(s)) must be named as the Contract Owner. For contracts issued as IRAs and Roth IRAs, only the person for whom the IRA or Roth IRA was established may be named as the Contract Owner;

(5) Both spouses must be named as primary beneficiaries;

(6) No person other than the spouse may be named as Contract Owner, Annuitant, or primary beneficiary; and

(7) If both spouses are alive upon annuitization, the Contract Owner must specify which spouse is the Annuitant upon whose continuation of life any annuity payments involving life contingencies depend (for IRA and Roth IRA contracts, this person must be the Contract Owner).

Note: The Joint Option is distinct from the Spousal Protection Feature associated with the death benefits. The Joint Option allows a surviving spouse to continue receiving the Lifetime Withdrawals associated with the Nationwide Lifetime Income Capture option. In contrast, the Spousal Protection Feature is a death benefit bump-up feature associated with the death benefits.

Marriage Termination

If, prior to taking the first Lifetime Withdrawal, the marriage terminates due to divorce, dissolution, or annulment, the Contract Owner may remove the Joint Option from the contract. Nationwide will remove the benefit and the associated charge after the Contract Owner submits to the Service Center a written request and evidence of the marriage termination satisfactory to Nationwide. In addition, the reduction to the Lifetime Withdrawal Percentages will no longer apply and the Lifetime Withdrawal Percentages will be those that would have applied if the Joint Option had never been elected. Once the Joint Option is removed from the contract, the benefit may not be re-elected or added to cover a subsequent spouse.

If, after taking the first Lifetime Withdrawal, the marriage terminates due to divorce, dissolution, or annulment, the Contract Owner may not remove the Joint Option from the contract.

Risks Associated with Electing the Joint Option

There are situations where a Contract Owner who elects the Joint Option will not receive the benefits associated with the option. This will occur if:

(1) the Contract Owner's spouse (Co-Annuitant) dies before him/her;

(2) the contract is annuitized;

(3) after the first Lifetime Withdrawal, the marriage terminates due to divorce, dissolution, or annulment; or

(4) the Contract Owner, Annuitant, Co-Annuitant, and/or beneficiary is changed.

Additionally, in the situations described in (1), (3), and (4) above, not only will the Contract Owner not receive the benefit associated with the Joint Option, but he/she must continue to pay any applicable charge until annuitization.

Joint Option for the Nationwide Lifetime Income Track Option

At the time the Nationwide Lifetime Income Track option is elected (at time of application), the Contract Owner may elect the Joint Option for the Nationwide Lifetime Income Track option ("Joint Option"). The Joint Option is not available for contracts issued as Charitable Remainder Trusts. The Joint Option allows a surviving spouse to continue to receive, for the duration of his/her lifetime, the benefit associated with the Nationwide Lifetime Income Track option, provided certain conditions are met. Once the Joint Option is elected, it may not be removed from the contract, except as provided in the *Marriage Termination* section.

The annual charge for the Joint Option will not exceed 0.40% of the Current Income Benefit Base. The charge will be assessed until annuitization. Currently, the charge for the Joint Option is 0.15% of the Current Income Benefit Base.

If the Contract Owner elects the Joint Option, Nationwide will reduce the Lifetime Withdrawal Percentages associated with the Nationwide Lifetime Income Track option as follows:

If the first Lifetime Withdrawal is taken prior to the fifth Option Anniversary:

Contract Owner's Age (at time of first Lifetime Withdrawal)	**59½ through 64**	**65 through 74**	**75 through 80**	**81 and older**
Lifetime Withdrawal Percentage	3.75%	4.25%	4.75%	5.25%

If the first Lifetime Withdrawal is taken on or after the fifth Option Anniversary:

Contract Owner's Age (at time of first Lifetime Withdrawal)	**59½ through 64**	**65 through 74**	**75 through 80**	**81 and older**
Lifetime Withdrawal Percentage	4.25%	4.75%	5.25%	5.75%

If the Contract Owner elects the Joint Option, the Lifetime Withdrawal Percentage will be based on the age of the younger spouse as of the date of the first Lifetime Withdrawal from the contract.

To be eligible for the Joint Option, the following conditions must be met:

(1) Both spouses must be age 85 or younger at the time of application;

(2) Both spouses must be at least age 59½ before either spouse is eligible to begin Lifetime Withdrawals;

(3) If the Contract Owner is a non-natural person, both spouses must be named as Co-Annuitants;

(4) One or both spouses (or a revocable trust of which either or both of the spouses is/are grantor(s)) must be named as the Contract Owner. For contracts issued as IRAs and Roth IRAs, only the person for whom the IRA or Roth IRA was established may be named as the Contract Owner;

(5) Both spouses must be named as primary beneficiaries;

(6) No person other than the spouse may be named as Contract Owner, Annuitant, or primary beneficiary; and

(7) If both spouses are alive upon annuitization, the Contract Owner must specify which spouse is the Annuitant upon whose continuation of life any annuity payments involving life contingencies depend (for IRA and Roth IRA contracts, this person must be the Contract Owner).

Note: The Joint Option is distinct from the Spousal Protection Feature associated with the death benefits. The Joint Option allows a surviving spouse to continue receiving the Lifetime Withdrawals associated with the Nationwide Lifetime Income Track option. In contrast, the Spousal Protection Feature is a death benefit bump-up feature associated with the death benefits.

Marriage Termination

If, prior to taking the first Lifetime Withdrawal, the marriage terminates due to divorce, dissolution, or annulment, the Contract Owner may remove the Joint Option from the contract. Nationwide will remove the benefit and the associated charge after the Contract Owner submits to the Service Center a written request and evidence of the marriage termination satisfactory to Nationwide. In addition, the reduction to the Lifetime Withdrawal Percentages will no longer apply and the Lifetime Withdrawal Percentages will be those that would have applied if the Joint Option had never been elected. Once the Joint Option is removed from the contract, the benefit may not be re-elected or added to cover a subsequent spouse.

If, after taking the first Lifetime Withdrawal, the marriage terminates due to divorce, dissolution, or annulment, the Contract Owner may not remove the Joint Option from the contract.

Risks Associated with Electing the Joint Option

There are situations where a Contract Owner who elects the Joint Option will not receive the benefits associated with the option. This will occur if:

(1) the Contract Owner's spouse (Co-Annuitant) dies before him/her;

(2) the contract is annuitized;

(3) after the first Lifetime Withdrawal, the marriage terminates due to divorce, dissolution, or annulment; or

(4) the Contract Owner, Annuitant, Co-Annuitant, and /or beneficiary is changed.

Additionally, in the situations described in (1), (3) and (4) above, not only will the Contract Owner not receive the benefit associated with the Joint Option, but he/she must continue to pay any applicable charge until annuitization.

Income Benefit Investment Options

Only certain investment options are available to Contract Owners that elect the 7% Nationwide Lifetime Income Rider, Nationwide Lifetime Income Capture option, or Nationwide Lifetime Income Track option. The investment options available under each optional living benefit are chosen by Nationwide based on each investment option's risk characteristics. The permitted investment options are more conservative than those that are not permitted. This helps Nationwide manage its obligation to provide Contract Owners with Lifetime Withdrawals by reducing the likelihood that it will have to make unanticipated payments. By electing an optional living benefit and accepting the limited menu of investment options, Contract Owners may be foregoing investment gains that could otherwise be realized by investing in riskier investment options that are not available under the optional living benefit. Only the investment options shown are available for election.

Note: Some of the underlying mutual funds listed are funds of funds and/or funds that are designed to help reduce a Contract Owner's exposure to equity investments when equity markets are more volatile. Additionally, some of the indicated underlying mutual funds may not be available to a particular Contract Owner due to the date the contract was issued. Refer to *Appendix A: Underlying Mutual Fund Information* for more information regarding underlying mutual fund designations and availability.

7% Nationwide Lifetime Income Rider

- Custom Portfolio Asset Rebalancing Service - Balanced
- Custom Portfolio Asset Rebalancing Service - Conservative
- Custom Portfolio Asset Rebalancing Service - Moderately Conservative
- Fidelity Variable Insurance Products Fund - Fidelity VIP Freedom Fund 2010 Portfolio: Service Class 2
- Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Balanced Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Conservative Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Managed Growth & Income Fund: Class II

- Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Managed Growth Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Moderately Conservative Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Investor Destinations Balanced Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Investor Destinations Conservative Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Investor Destinations Managed Growth & Income Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Investor Destinations Managed Growth Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Investor Destinations Moderately Conservative Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Managed American Funds Asset Allocation Fund: Class II
- Static Asset Allocation Models - American Funds Managed Option (33% NVIT - American Funds NVIT Bond Fund, 33% NVIT - NVIT Managed American Funds Asset Allocation Fund, 34% NVIT - NVIT Managed American Funds Growth-Income Fund)
- Static Asset Allocation Models - American Funds Option (33% American Funds NVIT Asset Allocation Fund, 33% American Funds NVIT Bond Fund and 34% American Funds NVIT Growth-Income Fund)
- Static Asset Allocation Models - BlackRock Option (34% BlackRock NVIT Equity Dividend V.I. Fund, 33% BlackRock NVIT Managed Global Allocation Fund, 33% BlackRock Total Return V.I. Fund)
- Static Asset Allocation Models - Fidelity® VIP Funds Option (35% Fidelity VIP Balanced Portfolio - Service Class 2, 30% Fidelity VIP Growth & Income Portfolio - Service Class 2, 35% Fidelity VIP Investment Grade Bond Portfolio - Service Class 2)

Nationwide Lifetime Income Capture Option

- Custom Portfolio Asset Rebalancing Service - Balanced
- Custom Portfolio Asset Rebalancing Service - Conservative
- Custom Portfolio Asset Rebalancing Service - Moderate
- Custom Portfolio Asset Rebalancing Service - Moderately Conservative
- Fidelity Variable Insurance Products Fund - Fidelity VIP Freedom Fund 2010 Portfolio: Service Class 2
- Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Balanced Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Conservative Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Managed Growth & Income Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Managed Growth Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Moderate Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Moderately Conservative Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Investor Destinations Balanced Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Investor Destinations Conservative Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Investor Destinations Managed Growth & Income Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Investor Destinations Managed Growth Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Investor Destinations Moderate Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Investor Destinations Moderately Conservative Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Managed American Funds Asset Allocation Fund: Class II
- Static Asset Allocation Models - American Funds Managed Option (33% NVIT - American Funds NVIT Bond Fund, 33% NVIT - NVIT Managed American Funds Asset Allocation Fund, 34% NVIT - NVIT Managed American Funds Growth-Income Fund)
- Static Asset Allocation Models - American Funds Option (33% American Funds NVIT Asset Allocation Fund, 33% American Funds NVIT Bond Fund and 34% American Funds NVIT Growth-Income Fund)
- Static Asset Allocation Models - BlackRock Option (34% BlackRock NVIT Equity Dividend V.I. Fund, 33% BlackRock NVIT Managed Global Allocation Fund, 33% BlackRock Total Return V.I. Fund)

- Static Asset Allocation Models - Fidelity® VIP Funds Option (35% Fidelity VIP Balanced Portfolio - Service Class 2, 30% Fidelity VIP Growth & Income Portfolio - Service Class 2, 35% Fidelity VIP Investment Grade Bond Portfolio - Service Class 2)

Nationwide Lifetime Income Track Option

- Custom Portfolio Asset Rebalancing Service - Balanced
- Custom Portfolio Asset Rebalancing Service - Capital Appreciation
- Custom Portfolio Asset Rebalancing Service - Conservative
- Custom Portfolio Asset Rebalancing Service - Moderate
- Custom Portfolio Asset Rebalancing Service - Moderately Conservative
- Fidelity Variable Insurance Products Fund - Fidelity VIP Freedom Fund 2010 Portfolio: Service Class 2
- Fidelity Variable Insurance Products Fund - Fidelity VIP Freedom Fund 2020 Portfolio: Service Class 2
- Nationwide Variable Insurance Trust - American Funds NVIT Asset Allocation Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Balanced Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Capital Appreciation Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Conservative Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Managed Growth & Income Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Managed Growth Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Moderate Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Moderately Conservative Fund: Class II
- Nationwide Variable Insurance Trust - NVIT DFA Moderate Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Investor Destinations Balanced Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Investor Destinations Capital Appreciation Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Investor Destinations Conservative Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Investor Destinations Managed Growth & Income Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Investor Destinations Managed Growth Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Investor Destinations Moderate Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Investor Destinations Moderately Conservative Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Managed American Funds Asset Allocation Fund: Class II
- Static Asset Allocation Models - American Funds Managed Option (33% NVIT - American Funds NVIT Bond Fund, 33% NVIT - NVIT Managed American Funds Asset Allocation Fund, 34% NVIT - NVIT Managed American Funds Growth-Income Fund)
- Static Asset Allocation Models - American Funds Option (33% American Funds NVIT Asset Allocation Fund, 33% American Funds NVIT Bond Fund and 34% American Funds NVIT Growth-Income Fund)
- Static Asset Allocation Models - BlackRock Option (34% BlackRock NVIT Equity Dividend V.I. Fund, 33% BlackRock NVIT Managed Global Allocation Fund, 33% BlackRock Total Return V.I. Fund)
- Static Asset Allocation Models - Fidelity® VIP Funds Option (35% Fidelity VIP Balanced Portfolio - Service Class 2, 30% Fidelity VIP Growth & Income Portfolio - Service Class 2, 35% Fidelity VIP Investment Grade Bond Portfolio - Service Class 2)

Removal of Variable Account Charges

For certain optional benefits, a charge is assessed only for a specified period of time. To remove the charge, Nationwide systematically re-rates the contract. This re-rating results in lower contract charges, but no change in Contract Value or any other contractual benefit.

Re-rating involves two steps: the adjustment of contract expenses and the adjustment of the number of units in the contract.

The first step, the adjustment of contract expenses, involves removing the charge from the unit value calculation. For example, on a contract where the only optional benefit elected is the Beneficiary Protector II Option, the Variable Account value will be calculated using unit values with Variable Account charges of 1.65%. After the benefit is paid, the charge associated with the Beneficiary Protector II Option will be removed. From that point on, the Variable Account value will be calculated using the unit values with Variable Account charges at 1.30%. Thus, the Beneficiary Protector II Option charge is no longer included in the daily Sub-Account valuation for the contract.

The second step of the re-rating process, the adjustment of the number of units in the contract, is necessary in order to keep the re-rating process from altering the Contract Value. Generally, for any given Sub-Account, the higher the Variable Account charges, the lower the unit value, and vice versa. For example, Sub-Account X with charges of 1.65% will have a lower unit value than Sub-Account X with charges of 1.30% (higher expenses result in lower unit values). When, upon re-rating, the unit values used in calculating Variable Account value are dropped from the higher expense level to the lower expense level, the higher unit values will cause an incidental increase in the Contract Value. In order to avoid this incidental increase, Nationwide adjusts the number of units in the contract down so that the Contract Value after the re-rating is the same as the Contract Value before the re-rating.

Ownership and Interests in the Contract

Contract Owner

Prior to the Annuitization Date, the Contract Owner has all rights under the contract, unless a joint owner is named. If a joint owner is named, each joint owner has all rights under the contract. **Purchasers who name someone other than themselves as the Contract Owner will have no rights under the contract.**

On the Annuitization Date, the Annuitant becomes the Contract Owner, unless the Contract Owner is a Charitable Remainder Trust. If the Contract Owner is a Charitable Remainder Trust, the Charitable Remainder Trust continues to be the Contract Owner after annuitization.

Contract Owners of Non-Qualified Contracts may name a new Contract Owner at any time before the Annuitization Date. Any change of Contract Owner automatically revokes any prior Contract Owner designation. Changes in contract ownership may result in federal income taxation and may be subject to state and federal gift taxes.

Changes in ownership and contract assignments could have a negative impact on certain benefits under the contract, including the death benefit and the 7% Nationwide Lifetime Income Rider, Nationwide Lifetime Income Capture option, and Nationwide Lifetime Income Track option.

Joint Owner

Joint owners each own an undivided interest in the contract.

Non-Qualified Contract Owners can name a joint owner at any time before annuitization. However, joint owners must be spouses at the time joint ownership is requested, unless state law requires Nationwide to allow non-spousal joint owners. Joint ownership is not permitted on contracts owned by a non-natural Contract Owner.

Generally, the exercise of any ownership rights under the contract must be in writing and signed by both joint owners. However, if a written election, signed by both Contract Owners, authorizing Nationwide to allow the exercise of ownership rights independently by either joint owner is submitted, Nationwide will permit joint owners to act independently. If such an authorization is submitted, Nationwide will not be liable for any loss, liability, cost, or expense for acting in accordance with the instructions of either joint owner.

If either joint owner dies before the Annuitization Date, the contract continues with the surviving joint owner as the remaining Contract Owner.

Contingent Owner

The contingent owner succeeds to the rights of a Contract Owner if a Contract Owner who is not the Annuitant dies before the Annuitization Date and there is no surviving joint owner.

If a Contract Owner who is the Annuitant dies before the Annuitization Date, the contingent owner will not have any rights under the contract, unless such contingent owner is also the beneficiary.

The Contract Owner may name a contingent owner at any time before the Annuitization Date.

Annuitant

The Annuitant is the person who will receive annuity payments and upon whose continuation of life any annuity payment involving life contingencies depends. This person must be age 85 or younger at the time of contract issuance, unless Nationwide approves a request for an Annuitant of greater age.

Only Non-Qualified Contract Owners may name someone other than himself/herself as the Annuitant.

The Contract Owner may not name a new Annuitant without Nationwide's consent.

Contingent Annuitant

If the Annuitant dies before the Annuitization Date, the Contingent Annuitant becomes the Annuitant. The Contingent Annuitant must be age 85 or younger at the time of contract issuance, unless Nationwide approves a request for a Contingent Annuitant of greater age.

If a Contingent Annuitant is named, all provisions of the contract that are based on the Annuitant's death prior to the Annuitization Date will be based on the death of the last survivor of the Annuitant and Contingent Annuitant.

Only Non-Qualified Contract Owners may name a Contingent Annuitant.

Co-Annuitant

A Co-Annuitant, if named, must be the Annuitant's spouse. The Co-Annuitant must be named at the time of application and will receive the benefit of the Spousal Protection Feature, provided all of the requirements set forth in the *Spousal Protection Feature* section are met.

If either Co-Annuitant dies before the Annuitization Date, the surviving Co-Annuitant may continue the contract and will receive the benefit of the Spousal Protection Feature.

Joint Annuitant

The joint annuitant is designated as a second person (in addition to the Annuitant) upon whose continuation of life any annuity payment involving life contingencies depends. The joint annuitant is named at the time of annuitization.

Beneficiary and Contingent Beneficiary

The beneficiary is the person who is entitled to the death benefit if the Annuitant (and Contingent Annuitant, if applicable) dies before the Annuitization Date and there is no joint owner. The Contract Owner can name more than one beneficiary. Multiple beneficiaries will share the death benefit equally, unless otherwise specified.

A contingent beneficiary will succeed to the rights of the beneficiary if no beneficiary is alive when a death benefit is paid. The Contract Owner can name more than one contingent beneficiary. Multiple contingent beneficiaries will share the death benefit equally, unless otherwise specified.

Changes to the Parties to the Contract

Prior to the Annuitization Date (and subject to any existing assignments), the Contract Owner may request to change the following:

- Contract Owner (Non-Qualified Contracts only);
- joint owner (must be the Contract Owner's spouse);
- contingent owner;
- Annuitant (subject to Nationwide's underwriting and approval);
- Contingent Annuitant (subject to Nationwide's underwriting and approval);
- Co-Annuitant (must be the Annuitant's spouse);

- beneficiary; or
- contingent beneficiary.

The Contract Owner must submit the request to Nationwide in writing and Nationwide must receive the request at the Service Center before the Annuitization Date. Once Nationwide receives and records the change request, the change will be effective as of the date the written request was signed (unless otherwise specified by the Contract Owner), whether or not the Contract Owner or Annuitant is living at the time it was recorded. The change will not affect any action taken by Nationwide before the change was recorded.

Any request to change the Contract Owner must be signed by the existing Contract Owner and the person designated as the new Contract Owner. Nationwide may require a signature guarantee.

If the Contract Owner is not a natural person and there is a change of the Annuitant, distributions will be made as if the Contract Owner died at the time of the change, regardless of whether the Contract Owner named a Contingent Annuitant.

Nationwide reserves the right to reject any change request that would alter the nature of the risk that Nationwide assumed when it originally issued the contract.

Certain options and features under the contract have specific requirements as to who can be named as the Contract Owner, Annuitant, Co-Annuitant, and/or beneficiary in order to receive the benefit of the option or feature. Changes to the parties to the contract may result in the termination or loss of benefit of these options or features. Further, changes to the parties to the contract may result in the Contract Owner not receiving the benefit associated with an option while still continuing to pay any applicable charge for the option. Contract Owners contemplating changes to the parties to the contract should contact their registered representative to determine how the changes impact the options and features under the contract.

Operation of the Contract

Purchase Payment Credits

Purchase Payment Credits ("PPCs") are additional credits that Nationwide will apply to a contract when cumulative purchase payments reach certain aggregate levels.

When determining PPCs Nationwide will include the purchase payments in this contract, and may include the purchase payments of other Nationwide annuity contracts issued to an immediate family member within the 12 months before the purchase of this contract. Immediate family members include spouses, children, or other family members living within the Contract Owner's household. In order to be considered for PPCs, the Contract Owner must notify Nationwide in writing of all Nationwide annuity contracts owned by the Contract Owner or immediate family members. Contact the Service Center to determine if another annuity contract can be considered in determining PPCs for this contract.

Each time a Contract Owner submits a purchase payment, Nationwide will perform a calculation to determine if and how many PPCs are payable as a result of that particular deposit.

The formula used to determine the amount of the PPC is as follows:

(Cumulative Purchase Payments x PPC%) - PPCs Paid to Date = PPCs Payable

Cumulative Purchase Payments = the total of all purchase payments applied to the contract(s) eligible to receive a PPC, including the current deposit, minus any withdrawals.

PPC% = either 0.0%, 0.5%, or 1.0%, depending on the level of Cumulative Purchase Payments as follows:

If Cumulative Purchase Payments are	Then the PPC% is
$0 - $499,999	0.0% (no PPC is payable)
$500,000 - $999,999	0.5%
$1,000,000 or more	1.0%

PPCs Paid to Date = the total PPCs that Nationwide has already applied to this contract.

PPCs Payable = the PPCs that Nationwide will apply to the contract as a result of the current deposit.

For example, on March 1, Ms. Z makes an initial deposit of $200,000 to her contract. Her contract is the only one eligible to receive PPCs. For this deposit, she does not receive a PPC since her Cumulative Purchase Payments are less than $500,000.

On April 1, Ms. Z applies additional purchase payments of $350,000. Cumulative Purchase Payments now equal $550,000. Nationwide will apply PPCs to Ms. Z's contract equal to $2,750, which is (0.5% x $550,000) - $0.

On May 1, Ms. Z takes a withdrawal of $150,000. Cumulative Purchase Payments now equal $400,000.

On June 1, Ms. Z applies additional purchase payments of $500,000. Cumulative Purchase Payments now equal $900,000. Nationwide will apply PPCs to Ms. Z's contract equal to $1,750, which is ($900,000 x 0.5%) - $2,750. At this point in time, a total of $4,500 in PPCs have been applied to Ms. Z's contract.

On July 1, Ms. Z applies additional purchase payments of $300,000. Cumulative Purchase Payments now equal $1,200,000. Nationwide will apply PPCs to Ms. Z's contract equal to $7,500, which is ($1,200,000 x 1.0%) - $4,500. At this point in time, a total of $12,000 in PPCs have been applied to Ms. Z's contract. For purposes of all benefits and taxes under these contracts, PPCs are considered earnings, not purchase payments, and they will be allocated in the same proportion that purchase payments are allocated on the date the PPCs are applied.

Recapture of Purchase Payment Credits

If the Contract Owner cancels the contract pursuant to the contractual free look provision, Nationwide will recapture all PPCs applied to the contract. In those states that require the return of purchase payments for IRAs that are surrendered pursuant to the contractual free look, Nationwide will recapture all PPCs, but under no circumstances will the amount returned to the Contract Owner be less than the purchase payments made to the contract. In those states that allow a return of Contract Value, the Contract Owner will retain any earnings attributable to the PPCs, but all losses attributable to the PPCs will be incurred by Nationwide. After the end of the contractual free look period, all PPCs are fully vested and not subject to recapture.

Pricing

Generally, Nationwide prices Accumulation Units on each day that the New York Stock Exchange is open. (Pricing is the calculation of a new Accumulation Unit value that reflects that day's investment experience.)

Accumulation Units are not priced when the New York Stock Exchange is closed or on the following nationally recognized holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents' Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving
- Christmas

Nationwide also will not price purchase payments, withdrawals, or transfers if:

(1) trading on the New York Stock Exchange is restricted;

(2) an emergency exists making disposal or valuation of securities held in the Variable Account impracticable; or

(3) the SEC, by order, permits a suspension or postponement for the protection of security holders.

Rules and regulations of the SEC will govern as to when the conditions described in (2) and (3) exist. If Nationwide is closed on days when the New York Stock Exchange is open, Contract Value may change and Contract Owners will not have access to their accounts.

Application and Allocation of Purchase Payments

Initial Purchase Payments

Initial purchase payments will be priced at the Accumulation Unit value next determined no later than two business days after receipt of an order to purchase if the application and all necessary information are complete and are received at the Service Center before the close of the New York Stock Exchange, which generally occurs at 4:00 p.m. EST. If the order is received after the close of the New York Stock Exchange, the initial purchase payment will be priced within two business days after the next Valuation Date.

If an incomplete application is not completed within five business days after receipt at the Service Center, the prospective purchaser will be informed of the reason for the delay. The purchase payment will be returned unless the prospective purchaser specifically consents to allow Nationwide to hold the purchase payment until the application is completed.

Generally, initial purchase payments are allocated according to Contract Owner instructions on the application. However, in some states, Nationwide will allocate initial purchase payments to the money market Sub-Account during the free look period. After the free look period, Nationwide will reallocate the Contract Value among the investment options based on the instructions contained on the application. In other states, Nationwide will immediately allocate initial purchase payments to the investment options based on the instructions contained on the application. Contact the Service Center or refer to your contract for state specific information on the allocation of initial purchase payments.

Subsequent Purchase Payments

Any subsequent purchase payment received at the Service Center (along with all necessary information) before the close of the New York Stock Exchange on any Valuation Date will be priced at the Accumulation Unit value next determined after receipt of the purchase payment. If a subsequent purchase payment is received at the Service Center (along with all necessary information) after the close of the New York Stock Exchange, it will be priced at the Accumulation Unit value determined on the following Valuation Date.

Allocation of Purchase Payments

Nationwide allocates purchase payments to Sub-Accounts as instructed by the Contract Owner. Shares of the underlying mutual funds allocated to the Sub-Accounts are purchased at Net Asset Value, then converted into Accumulation Units.

Contract Owners can change allocations or make exchanges among the Sub-Accounts after the time of application by submitting a written request to the Service Center. However, no change may be made that would result in an amount less than 1% of the purchase payments being allocated to any Sub-Account. In the event that Nationwide receives such a request, Nationwide will inform the Contract Owner that the allocation instructions are invalid and that the contract's allocations among the Sub-Accounts prior to the request will remain in effect. Certain transactions may be subject to conditions imposed by the underlying mutual funds.

Determining the Contract Value

The Contract Value is the sum of the value of amounts (including any PPCs) allocated to the Sub-Accounts plus any amount held in the Fixed Account. If charges are assessed against the whole Contract Value, Nationwide will deduct a proportionate amount from each Sub-Account and the Fixed Account based on current cash values.

Determining Variable Account Value - Valuing an Accumulation Unit

Sub-Account allocations are accounted for in Accumulation Units. Accumulation Unit values (for each Sub-Account) are determined by calculating the Net Investment Factor for the Sub-Accounts for the current Valuation Period and multiplying that result with the Accumulation Unit values determined on the previous Valuation Period. For each Sub-Account, the Net Investment Factor is the investment performance of the underlying mutual fund in which a particular Sub-Account invests, including the charges assessed against that Sub-Account for a Valuation Period.

Nationwide uses the Net Investment Factor as a way to calculate the investment performance of a Sub-Account from Valuation Period to Valuation Period.

The Net Investment Factor for any particular Sub-Account before the Annuitization Date is determined by dividing (a) by (b), and then subtracting (c) from the result, where:

(a) is the sum of:

  (1) the Net Asset Value of the underlying mutual fund as of the end of the current Valuation Period; and

  (2) the per share amount of any dividend or income distributions made by the underlying mutual fund (if the date of the dividend or income distribution occurs during the current Valuation Period).

(b) is the Net Asset Value of the underlying mutual fund determined as of the end of the preceding Valuation Period.

(c) is a factor representing the daily total Variable Account charges, which may include charges for optional benefits elected by the Contract Owner. The factor is equal to an annualized rate ranging from 1.30% to 2.30% of the Daily Net Assets, depending on which optional benefits the Contract Owner elects.

Note: The range shown above reflects only those Variable Account charges that are assessed daily as part of the daily Accumulation Unit calculation. It does not reflect the cost of other optional benefits that assess charges via the redemption of Accumulation Units.

Based on the change in the Net Investment Factor, the value of an Accumulation Unit may increase or decrease. Changes in the Net Investment Factor may not be directly proportional to changes in the Net Asset Value of the underlying mutual fund shares because of the deduction of Variable Account charges.

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

Determining Fixed Account Value

Nationwide determines the value of the Fixed Account by:

(1) adding all amounts allocated to the Fixed Account (including any Purchase Payment Credits applied to the contract), minus amounts previously transferred or withdrawn from the Fixed Account;

(2) adding any interest earned on the amounts allocated to the Fixed Account; and

(3) subtracting charges deducted in accordance with the contract.

Transfer Requests

Contract Owners may submit transfer requests in writing, over the telephone, or via the Internet to the Service Center. Some benefits or features under the contract may limit the manner in which transfer requests can be submitted, as indicated in the respective provision. Nationwide may restrict or withdraw the telephone and/or Internet transfer privilege at any time.

Generally, Sub-Account transfers will receive the Accumulation Unit value next computed after the transfer request is received at the Service Center. However, if a contract that is limited to submitting transfer requests via U.S. mail submits a transfer request via the Internet or telephone pursuant to Nationwide's one-day delay policy, the transfer will be executed on the next Valuation Date after the exchange request is received at the Service Center (see *Managers of Multiple Contracts*).

Transfer Restrictions

Neither the contracts described in this prospectus nor the underlying mutual funds are designed to support active trading strategies that require frequent movement between or among Sub-Accounts (sometimes referred to as ″market-timing″ or ″short-term trading″). A Contract Owner who intends to use an active trading strategy should consult his/her registered representative and request information on other Nationwide variable annuity contracts that offer investment in underlying mutual funds that are designed specifically to support active trading strategies.

Nationwide discourages (and will take action to deter) short-term trading in this contract because the frequent movement between or among Sub-Accounts may negatively impact other investors in the contract. Short-term trading can result in:

- the dilution of the value of the investors' interests in the underlying mutual fund;
- underlying mutual fund managers taking actions that negatively impact performance (keeping a larger portion of the underlying mutual fund assets in cash or liquidating investments prematurely in order to support redemption requests); and/or
- increased administrative costs due to frequent purchases and redemptions.

To protect investors in this contract from the negative impact of these practices, Nationwide has implemented, or reserves the right to implement, several processes and/or restrictions aimed at eliminating the negative impact of active trading strategies. Nationwide makes no assurances that all risks associated with short-term trading will be completely eliminated by these processes and/or restrictions.

Nationwide cannot guarantee that its attempts to deter active trading strategies will be successful. If Nationwide is unable to deter active trading strategies, the performance of the Sub-Accounts that are actively traded may be adversely impacted.

Redemption Fees

Some underlying mutual funds assess a short-term trading fee in connection with transfers from a Sub-Account that occur within 60 days after the date of the allocation to the Sub-Account. The fee is assessed against the amount transferred and is paid to the underlying mutual fund. Redemption fees compensate the underlying mutual fund for any negative impact on fund performance resulting from short-term trading. If a short-term trading fee is assessed, the Contract Owner will receive a confirmation notice.

Currently, none of the underlying mutual funds assess a short-term trading fee.

U.S. Mail Restrictions

Nationwide monitors transfer activity in order to identify those who may be engaged in harmful trading practices. Transaction reports are produced and examined. Generally, a contract may appear on these reports if the Contract Owner (or a third party acting on their behalf) engages in a certain number of ″transfer events″ in a given period. A ″transfer event″ is any transfer, or combination of transfers, occurring on a given trading day (Valuation Period). For example, if a Contract Owner executes multiple transfers involving 10 investment options in one day, this counts as one transfer event. A single transfer occurring on a given trading day and involving only two investment options will also count as one transfer event.

As a result of this monitoring process, Nationwide may restrict the method of communication by which transfer orders will be accepted. In general, Nationwide will adhere to the following guidelines:

Trading Behavior	Nationwide’s Response
Six or more transfer events in one calendar quarter	Nationwide will mail a letter to the Contract Owner notifying them that: (1) they have been identified as engaging in harmful trading practices; and (2) if their transfer events exceed 11 in two consecutive calendar quarters or 20 in one calendar year, the Contract Owner will be limited to submitting transfer requests via U.S. mail on a Nationwide issued form.
More than 11 transfer events in two consecutive calendar quarters OR More than 20 transfer events in one calendar year	Nationwide will automatically limit the Contract Owner to submitting transfer requests via U.S. mail on a Nationwide issued form.

For purposes of Nationwide’s transfer policy, U.S. mail includes standard U.S. mail, overnight U.S. mail, and overnight delivery via private carrier.

Each January 1, Nationwide will start the monitoring anew, so that each contract starts with 0 transfer events each January 1. See, however, the *Other Restrictions* provision.

Managers of Multiple Contracts

Some investment advisors/representatives manage the assets of multiple Nationwide contracts pursuant to trading authority granted or conveyed by multiple Contract Owners. These multi-contract advisors will generally be required by Nationwide to submit all transfer requests via U.S. mail.

Nationwide may, as an administrative practice, implement a ″one-day delay″ program for these multi-contract advisors, which they can use in addition to or in lieu of submitting transfer requests via U.S. mail. The one-day delay option permits multi-contract advisors to continue to submit transfer requests via the Internet or telephone. However, transfer requests submitted by multi-contract advisors via the Internet or telephone will not receive the next available Accumulation Unit value. Rather, they will receive the Accumulation Unit value that is calculated on the following Valuation Date. Transfer requests submitted under the one-day delay program are irrevocable. Multi-contract advisors will receive advance notice of being subject to the one-day delay program.

Other Restrictions

Contract Owners that are required to submit transfer requests via U.S. mail will be required to use a Nationwide issued form for their transfer request. Nationwide will refuse transfer requests that either do not use the Nationwide issued form for their transfer request or fail to provide accurate and complete information on their transfer request form. In the event that a Contract Owner’s transfer request is refused by Nationwide, they will receive notice in writing by U.S. mail and will be required to resubmit their transfer request on a Nationwide issued form.

Nationwide reserves the right to refuse or limit transfer requests, or take any other action it deems necessary in order to protect Contract Owners, Annuitants, and beneficiaries from the negative investment results that may result from short-term trading or other harmful investment practices employed by some Contract Owners (or third parties acting on their behalf). In particular, trading strategies designed to avoid or take advantage of Nationwide's monitoring procedures (and other measures aimed at curbing harmful trading practices) that are nevertheless determined by Nationwide to constitute harmful trading practices, may be restricted.

Any restrictions that Nationwide implements will be applied consistently and uniformly.

Underlying Mutual Fund Restrictions and Prohibitions

Pursuant to regulations adopted by the SEC, Nationwide is required to enter into written agreements with the underlying mutual funds which allow the underlying mutual funds to:

(1) request the taxpayer identification number, international taxpayer identification number, or other government issued identifier of any Contract Owner;

(2) request the amounts and dates of any purchase, redemption, transfer, or exchange request ("transaction information"); and

(3) instruct Nationwide to restrict or prohibit further purchases or exchanges by Contract Owners that violate policies established by the underlying mutual fund (whose policies may be more restrictive than Nationwide's policies).

Nationwide is required to provide such transaction information to the underlying mutual funds upon their request. In addition, Nationwide is required to restrict or prohibit further purchases or requests to exchange into a specific Sub-Account upon instruction from the underlying mutual fund in which that Sub-Account invests. Nationwide and any affected Contract Owner may not have advance notice of such instructions from an underlying mutual fund to restrict or prohibit further purchases or requests to exchange. If an underlying mutual fund refuses to accept a purchase or request to exchange into the Sub-Account associated with the underlying mutual fund submitted by Nationwide, Nationwide will keep any affected Contract Owner in their current Sub-Account allocation.

Transfers Prior to Annuitization

Transfers from the Fixed Account

A Contract Owner may request to transfer allocations from the Fixed Account to the Sub-Accounts only upon reaching the end of a Fixed Account interest rate guarantee period. Fixed Account transfers must be made within 45 days after the end of the interest rate guarantee period.

Normally, Nationwide will permit 100% of the maturing Fixed Account allocations to be transferred. However, Nationwide may limit the amount that can be transferred from the Fixed Account. Nationwide will determine the amount that may be transferred and will declare this amount at the end of the Fixed Account interest rate guarantee period. The maximum transferable amount will never be less than 10% of the Fixed Account allocation reaching the end of a Fixed Account interest rate guarantee period.

Contract Owners who use Dollar Cost Averaging may transfer from the Fixed Account under the terms of that program.

Nationwide is required by state law to reserve the right to postpone payment or transfer of assets from the Fixed Account for a period of up to six months from the date of the withdrawal or transfer request.

Transfers from the Sub-Accounts

A Contract Owner may request to transfer allocations from the Sub-Accounts to the Fixed Account at any time.

Nationwide reserves the right to limit or refuse transfers to the Fixed Account. Generally, Nationwide will invoke this right when interest rates are low by historical standards.

Transfers Among the Sub-Accounts

A Contract Owner may request to transfer allocations among the Sub-Accounts at any time, subject to terms and conditions imposed by this prospectus and the underlying mutual funds.

Transfers After Annuitization

After annuitization, the portion of the Contract Value allocated to fixed annuity payments and the portion of the Contract Value allocated to variable annuity payments may not be changed.

After annuitization, transfers among Sub-Accounts may only be made once per calendar year.

Right to Examine and Cancel

If the Contract Owner elects to cancel the contract, he/she may return it to the Service Center within a certain period of time known as the "free look" period. Depending on the state in which the contract was purchased (and, in some states, if the contract is purchased as a replacement for another annuity contract), the free look period may be 10 days or longer. For ease of administration, Nationwide will honor any free look cancellation request that is in good order and received at the Service Center or postmarked within 30 days after the contract issue date. The contract issue date is the date the initial purchase payment is applied to the contract.

Where state law requires the return of purchase payments for free look cancellations, Nationwide will return all purchase payments applied to the contract, less any withdrawals from the contract and any applicable federal and state income tax withholding. Nationwide will recapture all of the Purchase Payment Credits applied to the contract, but under no circumstances will the amount returned be less than the purchase payments made to the contract.

Where state law requires the return of Contract Value for free look cancellations, Nationwide will return the Contract Value as of the date of the cancellation, less any withdrawals from the contract and any applicable federal and state income tax withholding. Nationwide will recapture all of the Purchase Payment Credits applied to the contract. The Contract Owner will retain any earnings attributable to the Purchase Payment Credits, but all losses attributable to the Purchase Payment Credits will be incurred by Nationwide.

Liability of the Variable Account under this provision is limited to the Contract Value in each Sub-Account on the date of revocation. Any additional amounts refunded to the Contract Owner will be paid by Nationwide.

Allocation of Purchase Payments during Free Look Period

Where state law requires the return of purchase payments for free look cancellations, Nationwide will allocate initial purchase payments allocated to Sub-Accounts to the money market Sub-Account during the free look period.

Where state law requires the return of Contract Value for free look cancellations, Nationwide will immediately allocate initial purchase payments to the investment options based on the instructions contained on the application.

Surrender/Withdrawal Prior to Annuitization

Prior to annuitization and before the Annuitant's death, Contract Owners may generally withdraw some or all of their Contract Value. Withdrawals from the contract may be subject to federal income tax and/or a tax penalty (see *Appendix C: Contract Types and Tax Information*). Withdrawal requests may be submitted in writing or by telephone to the Service Center and Nationwide may require additional information. Requests submitted by telephone will be subject to dollar amount limitations and may be subject to payment and other restrictions to prevent fraud. Nationwide reserves the right to require written requests to be submitted on current Nationwide forms for withdrawals. Nationwide reserves the right to remove the ability to submit requests by telephone upon written notice. Contact the Service Center for current limitations and restrictions. When taking a full surrender, Nationwide may require that the contract accompany the request. Nationwide may require a signature guarantee.

Surrender and withdrawal requests will receive the Accumulation Unit value next determined at the end of the current Valuation Period if the request and all necessary information is received at the Service Center before the close of the New York Stock Exchange (generally, 4:00 pm EST). If the request and all necessary information is received after the close of the New York Stock Exchange, the request will receive the Accumulation Unit value determined at the end of the next Valuation Day.

Nationwide will pay any amounts withdrawn from the Sub-Accounts within seven days after the request is received in good order at the Service Center (see *Determining the Contract Value*). However, Nationwide may suspend or postpone payment when it is unable to price a purchase payment or transfer, or as permitted or required by federal securities laws and rules and regulations of the SEC.

Nationwide is required by state law to reserve the right to postpone payment or transfer of assets from the Fixed Account for a period of up to six months from the date of the withdrawal or transfer request.

Partial Withdrawals

If a Contract Owner requests a partial withdrawal, Nationwide will redeem Accumulation Units from the Sub-Accounts and an amount from the Fixed Account. The amount withdrawn from each investment option will be in proportion to the value in each option at the time of the withdrawal request, unless Nationwide is instructed otherwise.

Partial withdrawals are subject to the CDSC provisions of the contract. If a CDSC is assessed, the Contract Owner may elect to have the CDSC deducted from either:

(a) the amount requested; or

(b) the Contract Value remaining after the Contract Owner has received the amount requested.

If the Contract Owner does not make a specific election, any applicable CDSC will be deducted from the amount requested by the Contract Owner.

The CDSC deducted is a percentage of the amount requested by the Contract Owner. Amounts deducted for CDSC are not subject to subsequent CDSC.

Partial Withdrawals to Pay Investment Advisory Fees

Some Contract Owners utilize an investment advisor(s) to manage their assets, for which the investment advisor assesses a fee. Investment advisors are not endorsed or affiliated with Nationwide and Nationwide makes no representation as to their qualifications. The fees for these investment advisory services are specified in the respective account agreements and are separate from and in addition to the contract fees and expenses described in this prospectus. Some Contract Owners authorize their investment advisor to take a partial withdrawal(s) from the contract in order to collect investment advisory fees. Withdrawals taken from this contract to pay advisory or investment management fees are subject to the CDSC provisions of the contract and may be subject to income tax and/or tax penalties. **In addition, withdrawals taken from the contract to pay advisory or investment management fees may negatively impact the benefit associated with the 7% Nationwide Lifetime Income Rider, Nationwide Lifetime Income Capture option, and Nationwide Lifetime Income Track option.**

Full Surrenders

Upon full surrender, the Contract Value may be more or less than the total of all purchase payments made to the contract. The Contract Value will reflect:

- Variable Account charges
- underlying mutual fund charges
- the investment performance of the underlying mutual funds
- amounts allocated to the Fixed Account and any interest credited
- charges associated with the 7% Nationwide Lifetime Income Rider, Nationwide Lifetime Income Capture option, or Nationwide Lifetime Income Track option and Joint Option (if elected)
- Purchase Payment Credits, if applicable
- a $30 Contract Maintenance Charge (this charge will be waived upon full surrender if the Contract Value is equal to or greater than $50,000 at the time of the full surrender or on any Contract Anniversary prior to the full surrender)

Except for a surrender made in accordance with the *Enhanced Surrender Value for Terminal Illness* provision, the CDSC-free withdrawal privilege does not apply to full surrenders of the contract. For purposes of the CDSC-free withdrawal privilege, a full surrender is:

- multiple withdrawals taken within a Contract Year that deplete the entire Contract Value; or
- any single net withdrawal of 90% or more of the Contract Value.

Enhanced Surrender Value for Terminal Illness

For contracts issued on or after September 8, 2014 or the date of state approval (whichever is later), Nationwide will pay the Contract Value plus any additional amount necessary to equal the standard death benefit or, if elected, an optional death benefit, if the Contract Owner/Annuitant (or Co-Annuitant, if applicable) is terminally ill and the Contract Owner fully surrenders the Contract after the first Contract Anniversary. There is no additional charge for this benefit and no CDSC will be deducted from the surrender proceeds.

Under this provision, no enhanced surrender value will be paid unless:

- The same person is named as Owner and as Annuitant since Contract issuance, and
- The Contract Owner or Co-Annuitant has been diagnosed by a physician to have a terminal illness and Nationwide receives and records an application, on a form satisfactory to Nationwide, containing a certification from that physician indicating such diagnosis.

Once the Contract Owner submits an approved application, the decision to surrender the contract and receive the enhanced surrender value is irrevocable.

Surrender/Withdrawal After Annuitization

After the Annuitization Date, withdrawals other than regularly scheduled annuity payments are not permitted.

Assignment

Contracts other than Non-Qualified Contracts may not be assigned, pledged or otherwise transferred except where allowed by law.

A Non-Qualified Contract Owner may assign some or all rights under the contract subject to Nationwide's consent. Additionally, Nationwide reserves the right to refuse to recognize assignments on a non-discriminatory basis. Nationwide is not responsible for the validity or tax consequences of any assignment and Nationwide is not liable for any payment or settlement made before the assignment is recorded. Assignments will not be recorded until Nationwide receives sufficient direction from the Contract Owner and the assignee regarding the proper allocation of contract rights.

Where permitted under state law, an assignment or collateral assignment may negatively impact certain benefits under this contract, including the death benefit and the 7% Nationwide Lifetime Income Rider, Nationwide Lifetime Income Capture option, and Nationwide Lifetime Income Track option.

Contract Owner Services

Asset Rebalancing

Asset Rebalancing is the automatic reallocation of Contract Values to the Sub-Accounts on a predetermined percentage basis. Asset Rebalancing is not available for assets held in the Fixed Account. Requests for Asset Rebalancing must be on a Nationwide form and submitted to the Service Center. Once Asset Rebalancing is elected, it will only be terminated upon specific instruction from the Contract Owner; manual transfers will not automatically terminate the program. Currently, there is no additional charge for Asset Rebalancing.

Asset Rebalancing occurs every three months or on another frequency if permitted by Nationwide. If the last day of the designated rebalancing period falls on a Saturday, Sunday, recognized holiday, or any other day when the New York Stock Exchange is closed, Asset Rebalancing will occur on the next business day. Each Asset Rebalancing reallocation is considered a transfer event (see *Transfer Restrictions*).

Contract Owners should consult a financial advisor to discuss the use of Asset Rebalancing.

Nationwide reserves the right to stop establishing new Asset Rebalancing programs. Existing Asset Rebalancing programs will remain in effect unless otherwise terminated.

Dollar Cost Averaging

Dollar Cost Averaging is a long-term transfer program that allows the Contract Owner to make regular, level investments over time. Dollar Cost Averaging involves the automatic transfer of a specific amount from the Fixed Account and/or certain Sub-Accounts into other Sub-Accounts. With this service, the Contract Owner benefits from the ability to invest in the Sub-Accounts over a period of time, thereby smoothing out the effects of market volatility. Nationwide does not guarantee that this program will result in profit or protect Contract Owners from loss.

Contract Owners direct Nationwide to automatically transfer specified amounts from the Fixed Account and the following Sub-Account(s) (if available):

- Nationwide Variable Insurance Trust - NVIT Core Bond Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Government Bond Fund: Class I
- Nationwide Variable Insurance Trust - NVIT Government Money Market Fund: Class I
- Nationwide Variable Insurance Trust - NVIT Short Term Bond Fund: Class II
- PIMCO Variable Insurance Trust - Low Duration Portfolio: Advisor Class
- PIMCO Variable Insurance Trust - Short-Term Portfolio: Advisor Class

to any other Sub-Account(s). Dollar Cost Averaging transfers may not be directed to the Fixed Account. Transfers from the Fixed Account must be equal to or less than 1/30th of the Fixed Account value at the time the program is requested. Contract Owners that wish to utilize Dollar Cost Averaging should first inquire whether any Enhanced Fixed Account Dollar Cost Averaging programs are available.

Transfers occur monthly or on another frequency if permitted by Nationwide. Nationwide will process transfers until either the value in the originating investment option is exhausted or the Contract Owner instructs Nationwide to stop the transfers. When a Contract Owner instructs Nationwide to stop the transfers, all amounts remaining in the originating Fixed Account or Sub-Account will remain allocated to the Fixed Account or Sub-Account, unless Nationwide is instructed otherwise. Dollar Cost Averaging transfers are not considered transfer events.

Nationwide reserves the right to stop establishing new Dollar Cost Averaging programs.

Nationwide is required by state law to reserve the right to postpone payment or transfer of assets from the Fixed Account for a period of up to six months from the date of the withdrawal or transfer request.

Enhanced Fixed Account Dollar Cost Averaging

Nationwide may, periodically, offer Dollar Cost Averaging programs with an enhanced interest rate referred to as ″Enhanced Fixed Account Dollar Cost Averaging.″ Enhanced Fixed Account Dollar Cost Averaging involves the automatic transfer of a specific amount from an enhanced rate Fixed Account into any Sub-Account(s). With this service, the Contract Owner benefits from the ability to invest in the Sub-Accounts over a period of time, thereby smoothing out the effects of market volatility. Nationwide does not guarantee that this program will result in profit or protect Contract Owners from loss.

Only new purchase payments to the contract are eligible for Enhanced Fixed Account Dollar Cost Averaging. Enhanced Fixed Account Dollar Cost Averaging transfers may not be directed to the Fixed Account. Amounts allocated to the enhanced rate Fixed Account as part of an Enhanced Fixed Account Dollar Cost Averaging program earn a higher rate of interest than assets allocated to the standard Fixed Account. Each enhanced rate is guaranteed for as long as the corresponding program is in effect.

Transfers occur monthly or on another frequency if permitted by Nationwide. Nationwide will process transfers until either amounts allocated to the Fixed Account as part of an Enhanced Fixed Account Dollar Cost Averaging program are exhausted or the Contract Owner instructs Nationwide to stop the transfers. When a Contract Owner instructs Nationwide to stop the transfers, Nationwide will automatically reallocate any amount remaining in the enhanced rate Fixed Account according to future investment allocation instructions, unless directed otherwise. Enhanced Fixed Account Dollar Cost Averaging transfers are not considered transfer events.

Nationwide reserves the right to stop establishing new Enhanced Fixed Account Dollar Cost Averaging programs.

Nationwide is required by state law to reserve the right to postpone payment or transfer of assets from the Fixed Account for a period of up to six months from the date of the withdrawal or transfer request.

Dollar Cost Averaging for Living Benefits

Nationwide may periodically offer Dollar Cost Averaging programs with the 7% Nationwide Lifetime Income Rider, Nationwide Lifetime Income Capture option, or Nationwide Lifetime Income Track option referred to as "Dollar Cost Averaging for Living Benefits." Dollar Cost Averaging for Living Benefits involves the automatic transfer of a specific amount from the Fixed Account into another Sub-Account(s). With this service, the Contract Owner benefits from the ability to invest in the Sub-Account over a period of time, thereby smoothing out the effects of market volatility. Nationwide does not guarantee that this program will result in profit or protect Contract Owners from loss.

Only new purchase payments to the contract are eligible for Dollar Cost Averaging for Living Benefits. Only those investment options available with the elected option are available for use in Dollar Cost Averaging for Living Benefits. If a Contract Owner elected Custom Portfolio, Dollar Cost Averaging for Living Benefits transfers into the elected model will be allocated to the Sub-Accounts in the same percentages as the model allocations to those Sub-Accounts. Refer to the *Income Benefit Investment Options* provision for the investment options available for the 7% Nationwide Lifetime Income Rider, Nationwide Lifetime Income Capture option, or Nationwide Lifetime Income Track option.

Once a Dollar Cost Averaging for Living Benefits program has begun, no transfers among or between Sub-Accounts are permitted until the Dollar Cost Averaging for Living Benefits program is completed or terminated.

Transfers occur monthly or on another frequency if permitted by Nationwide. Nationwide will process transfers until either amounts allocated to the Fixed Account as part of a Dollar Cost Averaging for Living Benefits program are exhausted or the Contract Owner instructs Nationwide to stop the transfers. When a Contract Owner instructs Nationwide to stop the transfers, Nationwide will automatically reallocate any amount remaining in the Fixed Account according to future investment allocation instructions, unless directed otherwise. Dollar Cost Averaging for Living Benefits transfers are not considered transfer events.

Nationwide reserves the right to stop establishing new Dollar Cost Averaging for Living Benefits programs.

Nationwide is required by state law to reserve the right to postpone payment or transfer of assets from the Fixed Account for a period of up to six months from the date of the withdrawal or transfer request.

Fixed Account Interest Out Dollar Cost Averaging

Nationwide may, periodically, offer a Dollar Cost Averaging program that permits the transfer of interest earned on Fixed Account allocations referred to as "Fixed Account Interest Out Dollar Cost Averaging." Fixed Account Interest Out Dollar Cost Averaging involves the automatic transfer of the interest earned on Fixed Account allocations into any other Sub-Account(s). With this service, the Contract Owner benefits from the ability to invest in the Sub-Accounts over a period of time, thereby smoothing out the effects of market volatility. Nationwide does not guarantee that this program will result in profit or protect Contract Owners from loss.

Fixed Account Interest Out Dollar Cost Averaging transfers may not be directed to the Fixed Account.

Transfers occur monthly or on another frequency if permitted by Nationwide. Nationwide will continue to process transfers until the Contract Owner instructs Nationwide in writing to stop the transfers. Fixed Account Interest Out Dollar Cost Averaging transfers are not considered transfer events.

Nationwide reserves the right to stop establishing new Fixed Account Interest Out Dollar Cost Averaging programs.

Nationwide is required by state law to reserve the right to postpone payment or transfer of assets from the Fixed Account for a period of up to six months from the date of the withdrawal or transfer request.

Systematic Withdrawals

Systematic Withdrawals allow Contract Owners to receive a specified amount (of at least $100) on a monthly, quarterly, semi-annual, or annual basis. Requests for Systematic Withdrawals and requests to discontinue Systematic Withdrawals must be submitted in good order and in writing to the Service Center.

The withdrawals will be taken from the Sub-Accounts and the Fixed Account proportionally unless Nationwide is instructed otherwise.

Nationwide will withhold federal income taxes from Systematic Withdrawals unless otherwise instructed by the Contract Owner. The Internal Revenue Service may impose a 10% penalty tax if the Contract Owner is under age 59½, unless the Contract Owner has made an irrevocable election of distributions of substantially equal payments.

A CDSC may apply to amounts taken through Systematic Withdrawals. If the Contract Owner takes Systematic Withdrawals, the maximum amount that can be withdrawn annually without a CDSC is the greater of the amount available under the CDSC-free withdrawal privilege (see *Contingent Deferred Sales Charge*), and a given percentage of the Contract Value that is based on the Contract Owner's age, as shown in the following table:

Contract Owner's Age	Percentage of Contract Value
Under age 59½	5%
59½ through age 61	7%
62 through age 64	8%
65 through age 74	10%
75 and over	13%

The Contract Owner's age is determined as of the date the request for Systematic Withdrawals is recorded by the Service Center. For joint owners, the older joint owner's age will be used.

The CDSC-free withdrawal privilege for Systematic Withdrawals is non-cumulative. Free amounts not taken during any Contract Year cannot be taken as free amounts in a subsequent Contract Year. In any given Contract Year, any amount withdrawn in excess of the amount permitted under this program will be subject to the CDSC provisions (see *Contingent Deferred Sales Charge*).

Nationwide reserves the right to stop establishing new Systematic Withdrawal programs. Systematic Withdrawals are not available before the end of the free look period.

Custom Portfolio Asset Rebalancing Service

For Contract Owners that have elected the 7% Nationwide Lifetime Income Rider, Nationwide Lifetime Income Capture option, or Nationwide Lifetime Income Track option, Nationwide makes available the Custom Portfolio Asset Rebalancing Service ("Custom Portfolio") at no extra charge. Custom Portfolio is an asset allocation program that Contract Owners can use to build their own customized portfolio of investments, subject to certain limitations. Asset allocation is the process of investing in different asset classes (such as equity funds, fixed income funds, and money market funds) and may reduce the risk and volatility of investing. There are no guarantees that Custom Portfolio will result in a profit or protect against loss in a declining market.

Each model is comprised of different percentages of standardized asset categories designed to meet different investment goals, risk tolerances, and investment time horizons. The Contract Owner selects their model, then selects the specific Sub-Accounts (also classified according to standardized asset categories) and investment percentages within the model's parameters, enabling the Contract Owner to create their own unique "Custom Portfolio." Only one Custom Portfolio may be created and in effect at a time and the entire Variable Account Contract Value must participate in the model.

Note: Contract Owners should consult with a qualified investment advisor regarding the use of Custom Portfolio and to determine which model is appropriate for them.

Once the Contract Owner creates their Custom Portfolio, that Contract Owner's model is static. This means that the percentage allocated to each Sub-Account will not change over time, except for quarterly rebalancing, as described below.

Note: Allocation percentages within a particular model may subsequently change, but any such changes will not apply to existing model participants; the changes will only apply to participants that elect the model after the change implementation date.

To participate in Custom Portfolio, eligible Contract Owners must submit the proper administrative form to the Service Center. While Custom Portfolio is elected, Contract Owners cannot participate in Asset Rebalancing.

Asset Allocation Models Available with Custom Portfolio

The following models are available with Custom Portfolio:

Conservative:	Designed for Contract Owners that are willing to accept very little risk but still want to see a small amount of growth.
Moderately Conservative:	Designed for Contract Owners that are willing to accept some market volatility in exchange for greater potential income and growth.

Balanced:	Designed for Contract Owners that are willing to accept some market volatility in exchange for potential long-term returns.
Moderate:	Designed for Contract Owners that are willing to accept some short-term price fluctuations in exchange for potential long-term returns.
Capital Appreciation:	Designed for Contract Owners that are willing to accept more short-term price fluctuations in exchange for potential long-term returns.

The specific Sub-Accounts available to comprise the equity and fixed income components of the models are contained in the election form, which is provided to Contract Owners at the time Custom Portfolio is elected. At that time, Contract Owners elect their model and the specific Sub-Accounts and percentages that will comprise their Custom Portfolio. The availability of some models may be restricted (see *Income Benefit Investment Options*).

Quarterly Rebalancing

At the end of each calendar quarter, Nationwide will reallocate the Sub-Account allocations so that the percentages allocated to each Sub-Account match the most recently provided percentages provided by the Contract Owner. If the end of a calendar quarter is a Saturday, Sunday, recognized holiday, or any other day that the New York Stock Exchange is closed, the quarterly rebalancing will occur on the next business day. Rebalancing will be priced using the unit value determined on the last Valuation Date of the calendar quarter. Each quarterly rebalancing is considered a transfer event.

Changing Models or Underlying Mutual Fund Allocations

Contract Owners who have elected the 7% Nationwide Lifetime Income Rider or Nationwide Lifetime Income Track option may change the Sub-Account allocations within their elected model, percentages within their elected model and/or may change models and create a new Custom Portfolio within that new model. To implement one of these changes, Contract Owners must submit new allocation instructions to the Service Center in writing on Nationwide's administrative form. Any model and percentage changes will count as a transfer event, as described in the *Transfer Restrictions* provision.

Nationwide reserves the right to limit the number of model changes a Contract Owner can make each year.

Terminating Participation in Custom Portfolio

Contract Owners can terminate participation in Custom Portfolio by submitting a written request to the Service Center. In order for the termination to be effective, the termination request must contain valid reallocation instructions that are in accordance with the terms and conditions of the the 7% Nationwide Lifetime Income Rider, Nationwide Lifetime Income Capture option, or Nationwide Lifetime Income Track option. Termination is effective on the date the termination request is received at the Service Center in good order.

Static Asset Allocation Model

For Contract Owners that have elected the 7% Nationwide Lifetime Income Rider, Nationwide Lifetime Income Capture option, or Nationwide Lifetime Income Track option, Nationwide makes available as a permitted investment option the following Static Asset Allocation Model(s):

- American Funds Option (33% NVIT - American Funds NVIT Asset Allocation Fund, 33% NVIT - American Funds NVIT Bond Fund, and 34% NVIT - American Funds NVIT Growth-Income Fund)
- American Funds Managed Option (33% NVIT - American Funds NVIT Bond Fund, 33% NVIT - NVIT Managed American Funds Asset Allocation Fund, 34% NVIT - NVIT Managed American Funds Growth-Income Fund)
- BlackRock Option (34% BlackRock Equity Dividend V.I. Fund, 33% BlackRock NVIT Managed Global Allocation Fund, 33% BlackRock Total Return V.I. Fund)
- Fidelity® VIP Funds Option (30% Fidelity VIP Growth & Income Portfolio - Service Class 2, 35% Fidelity VIP Balanced Portfolio - Service Class 2, 35% Fidelity VIP Investment Grade Bond Portfolio - Service Class 2)

The availability of some models may be restricted (see *Income Benefit Investment Options*).

A Static Asset Allocation Model is an allocation strategy comprised of two or more underlying mutual funds that together provide a unique allocation mix not available as a single underlying mutual fund. Contract Owners that elect a Static Asset Allocation Model directly own Sub-Account units of the underlying mutual funds that comprise the particular model. In other words, a Static Asset Allocation Model is not a portfolio of underlying mutual funds with one Accumulation Unit value, but rather, direct investment in a certain allocation of Sub-Accounts. There is no additional charge associated with investing in a Static Asset Allocation Model.

A Static Asset Allocation Model is just that: static. The allocations or "split" between one or more Sub-Accounts is not monitored and adjusted to reflect changing market conditions. However, a Contract Owner's investment in a Static Asset Allocation Model is rebalanced quarterly to ensure that the assets are allocated to the percentages in the same proportion that they were allocated at the time of election. The entire Contract Value must be allocated to the elected model.

With respect to transferring into and out of a Static Asset Allocation Model, the model is treated like a Sub-Account and is subject to the *Transfers Prior to Annuitization* provision. The Contract Owner may request to transfer from a model to a permitted Sub-Account. Each transfer into or out of a Static Asset Allocation Model is considered one transfer event.

For additional information about the underlying mutual funds that comprise a Static Asset Allocation Model, see *Appendix A: Underlying Mutual Fund Information*.

Death Benefit

Death of Contract Owner

If a Contract Owner (including a joint owner) who is not the Annuitant dies before the Annuitization Date, no death benefit is payable and the surviving joint owner becomes the Contract Owner. If there is no surviving joint owner, the contingent owner becomes the Contract Owner. If there is no surviving contingent owner, the beneficiary becomes the Contract Owner. If there is no surviving beneficiary, the last surviving Contract Owner's estate becomes the Contract Owner.

A distribution of the Contract Value will be made in accordance with tax rules and as described in *Appendix C: Contract Types and Tax Information.* A CDSC may apply.

Death of Annuitant

If the Annuitant who is not a Contract Owner dies before the Annuitization Date, the Contingent Annuitant becomes the Annuitant and no death benefit is payable. If no Contingent Annuitant is named, a death benefit is payable to the beneficiary. Multiple beneficiaries will share the death benefit equally unless otherwise specified. If no beneficiaries survive the Annuitant, the contingent beneficiary receives the death benefit. Multiple contingent beneficiaries will share the death benefit equally unless otherwise specified. If no beneficiaries or contingent beneficiaries survive the Annuitant, the Contract Owner or the last surviving Contract Owner's estate will receive the death benefit.

If the Annuitant dies after the Annuitization Date, any benefit that may be payable will be paid according to the selected annuity payment option.

If the Contract Owner is a Charitable Remainder Trust and the Annuitant dies before the Annuitization Date, the death benefit will accrue to the Charitable Remainder Trust. Any designation in conflict with the Charitable Remainder Trust's right to the death benefit will be void.

Death of Contract Owner/Annuitant

If a Contract Owner (including a joint owner) who is also the Annuitant dies before the Annuitization Date, a death benefit is payable to the surviving joint owner. If there is no surviving joint owner, the death benefit is payable to the beneficiary. Multiple beneficiaries will share the death benefit equally unless otherwise specified. If no beneficiaries survive the Contract Owner/Annuitant, the contingent beneficiary receives the death benefit. Multiple contingent beneficiaries will share the death benefit equally unless otherwise specified. If no contingent beneficiaries survive the Contract Owner/ Annuitant, the last surviving Contract Owner's estate will receive the death benefit.

If the Contract Owner/Annuitant dies after the Annuitization Date, any benefit that may be payable will be paid according to the selected annuity payment option.

Death Benefit Payment

The recipient of the death benefit may elect to receive the death benefit:

(1) in a lump sum;

(2) as an annuity (see *Annuity Payment Options*); or

(3) in any other manner permitted by law and approved by Nationwide.

Premium taxes may be deducted from death benefit proceeds. Nationwide will pay (or will begin to pay) the death benefit after it receives proof of death and the instructions as to the payment of the death benefit. Death benefit claims must be submitted to the Service Center. If the recipient of the death benefit does not elect the form in which to receive the death benefit payment, Nationwide will pay the death benefit in a lump sum. Contract Value will continue to be allocated according to the most recent allocation instructions until the death benefit is paid.

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 the first beneficiary provides Nationwide with all the information necessary to pay that beneficiary's portion of the death benefit proceeds. At the time the first beneficiary's proceeds are paid, the remaining portion(s) of the death benefit proceeds that are allocated to Sub-Accounts will be reallocated to the available money market Sub-Account until instructions are received from the remaining beneficiary(ies).

Any Contract Value not allocated to the Sub-Accounts will remain invested and will not be reallocated to the available money market Sub-Account.

Impact of Ownership Changes and Assignment on the Death Benefits

Where permitted under state law, if the Contract Owner is changed or if the contract is assigned (including a collateral assignment), the elected death benefit will be forfeited and replaced with a death benefit equal to the Contract Value on the date Nationwide receives proper proof of the Annuitant's death, an election specifying the distribution method, and any state required forms. Where prohibited by state law, or if any of the following situations apply, the death benefit forfeiture will not apply:

(1) The new Contract Owner or assignee assumes full ownership of the contract and is essentially the same person (e.g., individual ownership is changed to ownership by a personal revocable trust, a change to the Contract Owner's spouse during the Contract Owner's lifetime, a change to a court appointed guardian representing the Contract Owner during the Contract Owner's lifetime, etc.);

(2) Ownership of a contract issued as an IRA or Roth IRA is being changed from one custodian to another, from the determining life to a custodian, or from a custodian to the determining life;

(3) The assignment is for the purpose of effectuating an exchange pursuant to Section 1035 under the Internal Revenue Code; or

(4) The change is merely the removal of a Contract Owner where the contract is jointly owned.

Contract Owners contemplating changes to the ownership of their contract, including assignments, should contact their registered representative to determine how the changes impact the death benefit.

Death Benefit Calculations

An applicant may elect either the standard death benefit (Return of Premium) or an available death benefit option that is offered under the contract for an additional charge. If no election is made at the time of application, the death benefit will be the standard death benefit.

As indicated previously, the death benefit calculations discussed in this provision may not apply if the Contract Owner has been changed or the contract has been assigned.

The value of each component of the death benefit calculation will be determined as of the date of the Annuitant's death, except for the Contract Value component, which will be determined as of the date Nationwide receives:

(1) proper proof of the Annuitant's death;

(2) an election specifying the distribution method; and

(3) any state required form(s).

Nationwide reserves the right to refuse any purchase payment that would result in the cumulative total for all contracts issued by Nationwide on the life of any one Annuitant or owned by any one Contract Owner to exceed $1,000,000. If a Contract Owner does not submit purchase payments in excess of $1,000,000, or if Nationwide has refused to accept purchase payments in excess of $1,000,000, the references in this provision to purchase payments in excess of $1,000,000 will not apply.

Standard Death Benefit (Return of Premium)

If the Annuitant dies prior to the Annuitization Date and the total of all purchase payments made to the contract is less than or equal to $3,000,000, the death benefit will be the greater of:

(1) the Contract Value; or

(2) the total of all purchase payments, less an adjustment for amounts withdrawn.

Any adjustment for amounts withdrawn will reduce the applicable factor above in the same proportion that the Contract Value was reduced on the date(s) of the partial withdrawal(s).

If the Annuitant dies prior to the Annuitization Date and the total of all purchase payments made to the contract is greater than $3,000,000, the death benefit will be determined using the following formula:

(A x F) + B(1 - F), where

A = the greater of:

(1) the Contract Value; or

(2) the total of all purchase payments, less an adjustment for amounts withdrawn.

B = the Contract Value; and

F = the ratio of $3,000,000 to the total of all purchase payments made to the contract.

Any adjustment for amounts withdrawn will reduce the applicable factor above in the same proportion that the Contract Value was reduced on the date(s) of the partial withdrawal(s).

The practical effect of this formula is that, in down markets, the beneficiary recovers a lesser percentage of purchase payments in excess of $3,000,000 than for purchase payments up to $3,000,000. In up markets, the formula is less likely to have a negative effect. In no event will the beneficiary receive less than the Contract Value.

The standard death benefit (Return of Premium) also includes the Spousal Protection Feature, which allows a surviving spouse to continue the contract while receiving the economic benefit of the death benefit upon the death of the other spouse.

One-Year Enhanced Death Benefit Option

For an additional charge at an annualized rate of 0.20% of the Daily Net Assets, an applicant can elect the One-Year Enhanced Death Benefit Option. The One-Year Enhanced Death Benefit Option is only available for contracts with Annuitants age 80 or younger at the time of application. This option must be elected at the time of application, and the option is irrevocable. The charge associated with this option is calculated and deducted daily as part of the Accumulation Unit value calculation, and will be assessed until annuitization. Nationwide may realize a profit from the charge assessed for this option. This option, and any charge associated with it, will automatically terminate on the Annuitization Date.

If the Annuitant dies prior to the Annuitization Date and the total of all purchase payments made to the contract is less than or equal to $3,000,000, the death benefit will be the greatest of:

(1) the Contract Value as of the date that Nationwide receives all the information necessary to pay the death benefit;

(2) the total of all purchase payments, less an adjustment for amounts withdrawn; or

(3) the highest Contract Value on any Contract Anniversary prior to the Annuitant's 86^{th} birthday, less an adjustment for amounts subsequently withdrawn, plus purchase payments received after that Contract Anniversary.

Any adjustment for amounts withdrawn will reduce the applicable factor above in the same proportion that the Contract Value was reduced on the date(s) of the partial withdrawal(s).

If Nationwide does not receive all information necessary to pay the death benefit within one year of the Annuitant's death, the death benefit will be the greater of (1) or (2) above.

If the Annuitant dies prior to the Annuitization Date and the total of all purchase payments made to the contract is greater than $3,000,000, the death benefit will be determined using the following formula:

(A x F) + B(1 - F), where

A = the greatest of:

(1) the Contract Value as of the date that Nationwide receives all the information necessary to pay the death benefit;

(2) the total of all purchase payments, less an adjustment for amounts withdrawn; or

(3) the highest Contract Value on any Contract Anniversary prior to the Annuitant's 86^{th} birthday, less an adjustment for amounts subsequently withdrawn, plus purchase payments received after that Contract Anniversary.

If Nationwide does not receive all information necessary to pay the death benefit within one year of the Annuitant's death, the calculation for A above will be the greater of (1) or (2) above.

B = the Contract Value as of the date that Nationwide receives all the information necessary to pay the death benefit; and

F = the ratio of $3,000,000 to the total of all purchase payments made to the contract.

Any adjustment for amounts withdrawn will reduce the applicable factor above in the same proportion that the Contract Value was reduced on the date(s) of the partial withdrawal(s).

The practical effect of this formula is that, in down markets, the beneficiary recovers a lesser percentage of purchase payments in excess of $3,000,000 than for purchase payments up to $3,000,000. In up markets, the formula is less likely to have a negative effect. In no event will the beneficiary receive less than the Contract Value.

The One-Year Enhanced Death Benefit Option also includes the Spousal Protection Feature, which allows a surviving spouse to continue the contract while receiving the economic benefit of the death benefit upon the death of the other spouse.

One-Month Enhanced Death Benefit Option

For an additional charge at an annualized rate of 0.35% of the Daily Net Assets, an applicant can elect the One-Month Enhanced Death Benefit Option. The One-Month Enhanced Death Benefit Option is only available for contracts with Annuitants age 75 or younger at the time of application. This option must be elected at the time of application, and the option is irrevocable. The charge associated with this option is calculated and deducted daily as part of the Accumulation Unit value calculation, and will be assessed until annuitization. Nationwide may realize a profit from the charge assessed for this option. This option, and any charge associated with it, will automatically terminate on the Annuitization Date.

If the Annuitant dies prior to the Annuitization Date and the total of all purchase payments made to the contract is less than or equal to $3,000,000, the death benefit will be the greatest of:

(1) the Contract Value as of the date that Nationwide receives all the information necessary to pay the death benefit;

(2) the total of all purchase payments, less an adjustment for amounts withdrawn; or

(3) the highest Contract Value on any Monthly Contract Anniversary prior to the Annuitant's 81^{st} birthday, less an adjustment for amounts subsequently withdrawn, plus purchase payments received after that Monthly Contract Anniversary.

Any adjustment for amounts withdrawn will reduce the applicable factor above in the same proportion that the Contract Value was reduced on the date(s) of the partial withdrawal(s).

If Nationwide does not receive all information necessary to pay the death benefit within one year of the Annuitant's death, the death benefit will be the greater of (1) or (2) above.

If the Annuitant dies prior to the Annuitization Date and the total of all purchase payments made to the contract is greater than $3,000,000, the death benefit will be determined using the following formula:

(A x F) + B(1 - F), where

A = the greatest of:

(1) the Contract Value as of the date that Nationwide receives all the information necessary to pay the death benefit;

(2) the total of all purchase payments, less an adjustment for amounts withdrawn; or

(3) the highest Contract Value on any Monthly Contract Anniversary prior to the Annuitant's 81^{st} birthday, less an adjustment for amounts subsequently withdrawn, plus purchase payments received after that Monthly Contract Anniversary.

If Nationwide does not receive all information necessary to pay the death benefit within one year of the Annuitant's death, the calculation for A above will be the greater of (1) or (2) above.

B = the Contract Value as of the date that Nationwide receives all the information necessary to pay the death benefit; and

F = the ratio of $3,000,000 to the total of all purchase payments made to the contract.

Any adjustment for amounts withdrawn will reduce the applicable factor above in the same proportion that the Contract Value was reduced on the date(s) of the partial withdrawal(s).

The practical effect of this formula is that, in down markets, the beneficiary recovers a lesser percentage of purchase payments in excess of $3,000,000 than for purchase payments up to $3,000,000. In up markets, the formula is less likely to have a negative effect. In no event will the beneficiary receive less than the Contract Value.

The One-Month Enhanced Death Benefit Option also includes the Spousal Protection Feature, which allows a surviving spouse to continue the contract while receiving the economic benefit of the death benefit upon the death of the other spouse.

Combination Enhanced Death Benefit III Option

For contracts issued on or after January 12, 2015, or the date of state approval (whichever is later), for an additional charge at an annualized rate of 0.65% of the Daily Net Assets, an applicant can elect the Combination Enhanced Death Benefit III Option. The Combination Enhanced Death Benefit III Option is only available for contracts with Annuitants age 70 or younger at the time of application. This option must be elected at the time of application, and the option is irrevocable. The charge associated with this option is calculated and deducted daily as part of the Accumulation Unit value calculation, and will be assessed until annuitization. Nationwide may realize a profit from the charge assessed for this option. This option, and any charge associated with it, will automatically terminate on the Annuitization Date.

If the Annuitant dies prior to the Annuitization Date and the total of all purchase payments made to the contract is less than or equal to $3,000,000, the death benefit will be the greatest of:

(1) the Contract Value as of the date that Nationwide receives all the information necessary to pay the death benefit;

(2) the total of all purchase payments, less an adjustment for amounts withdrawn;

(3) the highest Contract Value on any Contract Anniversary before the Annuitant's 81st birthday, less an adjustment for amounts subsequently withdrawn, plus purchase payments received after that Contract Anniversary; or

(4) the interest anniversary value.

The interest anniversary value is equal to purchase payments, accumulated at the Interest Anniversary Rate until the last Contract Anniversary prior to the Annuitant's 81st birthday, proportionately adjusted for amounts withdrawn. The adjustment for amounts withdrawn will reduce the accumulated value as of the most recent Contract Anniversary prior to each partial withdrawal in the same proportion that the Contract Value was reduced on the date of the partial withdrawal. Such total accumulated amount, after the withdrawal adjustment, shall not exceed 200% of purchase payments adjusted for amounts withdrawn.

Any adjustment for amounts withdrawn will reduce the applicable factor above in the same proportion that the Contract Value was reduced on the date(s) of the partial withdrawal(s).

For contracts with applications signed on or after May 1, 2018, the Interest Anniversary Rate is disclosed in the Rate Sheet Supplement that is attached to the front of this prospectus delivered to you. The Rate Sheet Supplement discloses the Interest Anniversary Rate that is applicable during certain periods of time. In order to receive the applicable Interest Anniversary Rate stated in the Rate Sheet Supplement, the application must be signed and received in good order by Nationwide within the stated time period during which such rates will be applicable. Interest Anniversary Rates applicable in time periods other than the time period when the application is signed are not applicable to the contract. Nationwide reserves the right to change the Interest Anniversary Rate at any time; however, Nationwide will not change the Interest Anniversary Rate for contracts once issued. You should not purchase the contract without first obtaining the applicable Rate Sheet Supplement that contains the Interest Anniversary Rate applicable at the time. All Rate Sheet Supplements are available by contacting the Service Center, and also are available on the EDGAR system at www.sec.gov (file number: 333-177439).

For contracts with applications signed prior to May 1, 2018, see *Appendix F: Historical Rates and Percentages*.

If the Fixed Account allocation is greater than 30% of the Contract Value on any Contract Anniversary solely due to Contract Owner actions, including: the application of additional purchase payments, additional withdrawals, transfers among investment options, or a combination of such actions, then for purposes of calculating the interest anniversary value, 0% will accrue for that year. If, however, the 30% threshold is reached due to a combination of market performance and Contract Owner actions, and would not have been reached but for the market performance, interest will continue to accrue at the Interest Anniversary Rate.

If the Annuitant dies prior to the Annuitization Date and the total of all purchase payments made to the contract is greater than $3,000,000, the death benefit will be determined using the following formula:

(A x F) + B(1 - F), where

A = the greatest of:

(1) the Contract Value as of the date that Nationwide receives all the information necessary to pay the death benefit;

(2) the total of all purchase payments, less an adjustment for amounts withdrawn;

(3) the highest Contract Value on any Contract Anniversary before the Annuitant's 81st birthday, less an adjustment for amounts subsequently withdrawn, plus purchase payments received after that Contract Anniversary; or

(4) The interest anniversary value.

If Nationwide does not receive all information necessary to pay the death benefit within one year of the Annuitant's death, the calculation for A above will be the greater of (1) or (2) above.

B = the Contract Value as of the date that Nationwide receives all the information necessary to pay the death benefit; and

F = the ratio of $3,000,000 to the total of all purchase payments made to the contract.

Any adjustment for amounts withdrawn will reduce the applicable factor above in the same proportion that the Contract Value was reduced on the date(s) of the partial withdrawal(s).

The practical effect of this formula is that, in down markets, the beneficiary recovers a lesser percentage of purchase payments in excess of $3,000,000 than for purchase payments up to $3,000,000. In up markets, the formula is less likely to have a negative effect. In no event will the beneficiary receive less than the Contract Value.

The Combination Enhanced Death Benefit III Option also includes the Spousal Protection Feature, which allows a surviving spouse to continue the contract while receiving the economic benefit of the death benefit upon the death of the other spouse.

Combination Enhanced Death Benefit Option

For contracts issued on or after January 13, 2014, or the date of state approval (whichever is later), for an additional charge at an annualized rate of 0.65% of the Daily Net Assets, an applicant can elect the Combination Enhanced Death Benefit Option. For contracts issued before January 13, 2014, or the date of state approval (whichever is later), the additional charge for the Combination Enhanced Death Benefit Option is an annualized rate of 0.45% of the Daily Net Assets. The Combination Enhanced Death Benefit Option is only available for contracts with Annuitants age 75 or younger at the time of application. This option must be elected at the time of application, and the option is irrevocable. The charge associated with this option is calculated and deducted daily as part of the Accumulation Unit value calculation, and will be assessed until annuitization. Nationwide may realize a profit from the charge assessed for this option. The Combination Enhanced Death Benefit Option is only available until January 11, 2015, or the date of state approval of the Combination Enhanced Death Benefit III Option (whichever is later). This option, and any charge associated with it, will automatically terminate on the Annuitization Date.

If the Annuitant dies prior to the Annuitization Date and the total of all purchase payments made to the contract is less than or equal to $3,000,000, the death benefit will be the greatest of:

(1) the Contract Value as of the date that Nationwide receives all the information necessary to pay the death benefit;

(2) the total of all purchase payments, less an adjustment for amounts withdrawn;

(3) the highest Contract Value on any Contract Anniversary before the Annuitant's 81st birthday, less an adjustment for amounts subsequently withdrawn, plus purchase payments received after that Contract Anniversary; or

(4) the interest anniversary value.

The interest anniversary value is equal to purchase payments, accumulated at 5% annual compound interest until the last Contract Anniversary prior to the Annuitant's 81st birthday, proportionately adjusted for amounts withdrawn. The adjustment for amounts withdrawn will reduce the accumulated value as of the most recent Contract Anniversary prior to each partial withdrawal in the same proportion that the Contract Value was reduced on the date of the partial withdrawal. Such total accumulated amount, after the withdrawal adjustment, shall not exceed 200% of purchase payments adjusted for amounts withdrawn.

Any adjustment for amounts withdrawn will reduce the applicable factor above in the same proportion that the Contract Value was reduced on the date(s) of the partial withdrawal(s).

If Nationwide does not receive all information necessary to pay the death benefit within one year of the Annuitant's death, the death benefit will be the greater of (1) or (2) above.

For contracts issued on or after August 12, 2013, or the date of state approval (whichever is later), if the Fixed Account allocation is greater than 30% of the Contract Value on any Contract Anniversary solely due to Contract Owner actions, including: the application of additional purchase payments, additional withdrawals, transfers among investment options, or a combination of such actions, then for purposes of calculating the interest anniversary value, 0% will accrue for that year. If, however, the 30% threshold is reached due to a combination of market performance and Contract Owner actions, and would not have been reached but for the market performance, interest will continue to accrue at 5%.

For contracts issued prior to August 12, 2013, or the date of state approval (whichever is later), if, after the first Contract Anniversary, the Fixed Account allocation becomes greater than 30% of the Contract Value solely due to the application of additional purchase payments, additional withdrawals, or transfers among investment options, then for purposes of calculating the interest anniversary value, 0% will accrue for that year. If, however, the 30% threshold is reached due to a combination of market performance and Contract Owner actions, and would not have been reached but for the market performance, interest will continue to accrue at 5%.

If the Annuitant dies prior to the Annuitization Date and the total of all purchase payments made to the contract is greater than $3,000,000, the death benefit will be determined using the following formula:

(A x F) + B(1 - F), where

A = the greatest of:

(1) the Contract Value as of the date that Nationwide receives all the information necessary to pay the death benefit;

(2) the total of all purchase payments, less an adjustment for amounts withdrawn;

(3) the highest Contract Value on any Contract Anniversary before the Annuitant's 81st birthday, less an adjustment for amounts subsequently withdrawn, plus purchase payments received after that Contract Anniversary; or

(4) the interest anniversary value.

If Nationwide does not receive all information necessary to pay the death benefit within one year of the Annuitant's death, the calculation for A above will be the greater of (1) or (2) above.

B = the Contract Value as of the date that Nationwide receives all the information necessary to pay the death benefit; and

F = the ratio of $3,000,000 to the total of all purchase payments made to the contract.

Any adjustment for amounts withdrawn will reduce the applicable factor above in the same proportion that the Contract Value was reduced on the date(s) of the partial withdrawal(s).

The practical effect of this formula is that, in down markets, the beneficiary recovers a lesser percentage of purchase payments in excess of $3,000,000 than for purchase payments up to $3,000,000. In up markets, the formula is less likely to have a negative effect. In no event will the beneficiary receive less than the Contract Value.

The Combination Enhanced Death Benefit Option also includes the Spousal Protection Feature, which allows a surviving spouse to continue the contract while receiving the economic benefit of the death benefit upon the death of the other spouse.

Spousal Protection Feature

The standard death benefit and all of the death benefit options include a Spousal Protection Feature at no additional charge. The Spousal Protection Feature is not available for contracts issued as Charitable Remainder Trusts. The Spousal Protection Feature allows a surviving spouse to continue the contract while receiving the economic benefit of the death benefit upon the death of the other spouse, provided the conditions described below are satisfied:

(1) One or both spouses (or a revocable trust of which either or both of the spouses is/are grantor(s)) must be named as the Contract Owner. For contracts issued as an IRA or Roth IRA, only the person for whom the IRA or Roth IRA was established may be named as the Contract Owner;

(2) The spouses must be Co-Annuitants;

(3) Both spouses must be age 85 or younger at the time the contract is issued; however, if a death benefit option is elected, both spouses must meet the age requirements for the respective death benefit option at the time of application;

(4) Both spouses must be named as beneficiaries;

(5) No person other than the spouse may be named as Contract Owner, Annuitant, or primary beneficiary;

(6) If both spouses are alive upon annuitization, the Contract Owner must specify which spouse is the Annuitant upon whose continuation of life any annuity payments involving life contingencies depend (for an IRA or Roth IRA contract, this person must be the Contract Owner); and

(7) If the Contract Owner requests to add a Co-Annuitant after contract issuance, the date of marriage must be after the contract issue date and Nationwide will require the Contract Owner to provide a copy of the marriage certificate.

If a Co-Annuitant dies before the Annuitization Date, the surviving spouse may continue the contract as its sole Contract Owner. Additionally, if the death benefit value is higher than the Contract Value at the time of the first Co-Annuitant's death, Nationwide will adjust the Contract Value to equal the death benefit value. The surviving Co-Annuitant may then name a new beneficiary but may not name another Co-Annuitant.

If the marriage of the Co-Annuitants terminates due to the death of a spouse, divorce, dissolution, or annulment, the Spousal Protection Feature terminates and the Contract Owner is not permitted to cover a subsequent spouse.

The Spousal Protection Feature may not apply if certain changes to the parties or assignments are made to the contract. Contract Owners contemplating changes to the parties to the contract, including assignments, should contact their registered representative to determine how the changes impact the Spousal Protection Feature.

Additional purchase payments made to the contract after receiving the benefit of the Spousal Protection Feature are subject to the same CDSC provisions that were applicable prior to receiving the benefit of the Spousal Protection Feature. However, no CDSC will apply to purchase payments made prior to the death of the first spouse.

Annuity Commencement Date

The Annuity Commencement Date is the date on which annuity payments are scheduled to begin. Generally, the Contract Owner designates the Annuity Commencement Date at the time of application. If no Annuity Commencement Date is designated at the time of application, Nationwide will establish the Annuity Commencement Date as the date the Annuitant reaches age 90. The Contract Owner may initiate a change to the Annuity Commencement Date at any time. Additionally, Nationwide will notify the Contract Owner approximately 90 days before the impending Annuity Commencement Date of the opportunity to change the Annuity Commencement Date or annuitize the contract.

Any request to change the Annuity Commencement Date must meet the following requirements:

- the request is made prior to annuitization;
- the requested date is at least two years after the date of issue;
- the requested date is not later than the Annuitant's 90th birthday (or the 90th birthday of the oldest Annuitant if there are joint annuitants) unless approved by Nationwide; and
- the request for change is made in writing, submitted to the Service Center and approved by Nationwide.

Generally, Nationwide will not initiate annuitization until specifically directed to do so. However, for Non-Qualified Contracts only, Nationwide will automatically initiate annuitization within 45 days after the Annuity Commencement Date (whether default or otherwise), unless (1) Nationwide has had direct contact with the Contract Owner (indicating that the contract is not abandoned); or (2) the Contract Owner has taken some type of action which is inconsistent with the desire to annuitize.

Annuitizing the Contract

Annuitization Date

The Annuitization Date is the date that annuity payments begin. If the Contract Owner has elected the 7% Nationwide Lifetime Income Rider, Nationwide Lifetime Income Capture option, or Nationwide Lifetime Income Track option, an election to begin annuity payments will terminate all benefits, conditions, guarantees, and charges associated with the elected option.

In addition, any optional death benefit that the Contract Owner elects will automatically terminate upon annuitization.

The Annuitization Date will be the first day of a calendar month unless otherwise agreed. Unless otherwise required by state law, the Annuitization Date must be at least two years after the contract is issued, but may not be later than either:

- the age (or date) specified in the contract; or
- the age (or date) specified by state law, where applicable.

The Internal Revenue Code may require that distributions be made prior to the Annuitization Date (see *Appendix C: Contract Types and Tax Information*).

On the Annuitization Date, the Annuitant becomes the Contract Owner unless the Contract Owner is a Charitable Remainder Trust.

Annuitization

Annuitization is the period during which annuity payments are received. It is irrevocable once payments have begun. Upon arrival of the Annuitization Date, the Annuitant must choose:

(1) an annuity payment option; and

(2) either a fixed payment annuity, variable payment annuity, or an available combination.

Annuity purchase rates are used to determine the amount of the annuity payments based upon the annuity payment option elected. Actual purchase rates used to determine annuity payments will be those in effect on the Annuitization Date, and will not be less than the guaranteed minimum purchase rates as provided in the contract.

Nationwide guarantees that each payment under a fixed payment annuity will be the same throughout annuitization. Under a variable payment annuity, the amount of each payment will vary with the performance of the Sub-Accounts elected.

The Custom Portfolio Asset Rebalancing Service and the Static Asset Allocation Models are not available after annuitization.

Any allocations in the Fixed Account that are to be annuitized as a variable payment annuity must be transferred to one or more Sub-Accounts prior to the Annuitization Date. There are no restrictions on Fixed Account transfers made in anticipation of annuitization.

Any allocations in the Sub-Accounts that are to be annuitized as a fixed payment annuity must be transferred to the Fixed Account prior to the Annuitization Date.

Fixed Annuity Payments

Fixed annuity payments provide for level annuity payments. Premium taxes are deducted prior to determining fixed annuity payments. The fixed annuity payments will remain level unless the annuity payment option provides otherwise.

Variable Annuity Payments

Variable annuity payments will vary depending on the performance of the Sub-Accounts selected. The Sub-Accounts available during annuitization are those Sub-Accounts corresponding to the underlying mutual funds shown in *Appendix A: Underlying Mutual Fund Information*.

First Variable Annuity Payment

A number of factors determine the amount of the first variable annuity payment, including, but not limited to:

- the portion of purchase payments allocated to provide variable annuity payments;
- the Variable Account value on the Annuitization Date;
- the adjusted age and sex of the Annuitant (and joint annuitant, if any) in accordance with the contract;
- the annuity payment option elected;
- the frequency of annuity payments;
- the Annuitization Date;
- the assumed investment return (the net investment return required to maintain level variable annuity payments);
- the deduction of applicable premium taxes; and
- the date the contract was issued.

Assumed Investment Return

An assumed investment return is the net investment return required to maintain level variable annuity payments. Nationwide uses a 3.5% assumed investment return factor. Therefore, if the net investment performance of each Sub-Account in which the Contract Owner invests exactly equals 3.5% for every payment period, then each payment will be the same amount. To the extent that investment performance is not equal to 3.5% for given payment periods, the amount of the payments in those periods will not be the same. Payments will increase from one payment date to the next if the annualized net rate of return is greater than 3.5% during that time. Conversely, payments will decrease from one payment to the next if the annualized net rate of return is less than 3.5% during that time.

Nationwide uses the assumed investment rate of return to determine the amount of the first variable annuity payment.

Subsequent Variable Annuity Payments

Variable annuity payments after the first will vary with the performance of the Sub-Accounts chosen by the Contract Owner after the investment performance is adjusted by the assumed investment return factor.

The dollar amount of each subsequent variable annuity payment is determined by taking the portion of the first annuity payment funded by a particular Sub-Account divided by the Annuity Unit value for that Sub-Account as of the Annuitization Date. This establishes the number of Annuity Units provided by each Sub-Account for each variable annuity payment after the first.

The number of Annuity Units comprising each variable annuity payment, on a Sub-Account basis, will remain constant, unless the Contract Owner transfers value from one Sub-Account to another. After annuitization, transfers among Sub-Accounts may only be made once per calendar year.

The number of Annuity Units for each Sub-Account is multiplied by the Annuity Unit value for that Sub-Account for the Valuation Period for which the payment is due. The sum of these results for all the Sub-Accounts in which the Contract Owner invests establishes the dollar amount of the variable annuity payment.

Subsequent variable annuity payments may be more or less than the previous variable annuity payment, depending on whether the net investment performance of the elected Sub-Accounts is greater or lesser than the assumed investment return.

Value of an Annuity Unit

Annuity Unit values for Sub-Accounts are determined by:

(1) multiplying the Annuity Unit value for each Sub-Account for the immediately preceding Valuation Period by the Net Investment Factor for the Sub-Account for the subsequent Valuation Period; and then

(2) multiplying the result from (1) by a factor to neutralize the assumed investment return factor.

The Net Investment Factor for any particular Sub-Account on or after the Annuitization Date is determined by dividing (a) by (b), and then subtracting (c) from the result, where:

(a) is the sum of:

(1) the Net Asset Value of the underlying mutual fund as of the end of the current Valuation Period; and

(2) the per share amount of any dividend or income distributions made by the underlying mutual fund (if the date of the dividend or income distribution occurs during the current Valuation Period).

(b) is the Net Asset Value of the underlying mutual fund determined as of the end of the preceding Valuation Period.

(c) is a factor representing the daily Variable Account charges, which is equal to 1.30% of the Daily Net Assets.

Based on the change in the Net Investment Factor, the value of an Annuity Unit may increase or decrease. Changes in the Net Investment Factor may not be directly proportional to changes in the Net Asset Value of the underlying mutual fund shares because of the deduction of Variable Account charges.

Though the number of Annuity Units will not change as a result of investment experience, the value of an Annuity Unit may increase or decrease from Valuation Period to Valuation Period.

Frequency and Amount of Annuity Payments

Annuity payments are based on the annuity payment option elected.

If the net amount to be annuitized is less than $2,000, Nationwide reserves the right to pay this amount in a lump sum instead of periodic annuity payments.

Nationwide reserves the right to change the frequency of payments if the amount of any payment becomes less than $100. The payment frequency will be changed to an interval that will result in payments of at least $100. Nationwide will send annuity payments no later than seven days after each annuity payment date.

Annuity Payment Options

The Annuitant must elect an annuity payment option before the Annuitization Date. If the Annuitant does not elect an annuity payment option, a variable payment Single Life with a 20 Year Term Certain annuity payment option will be assumed as the automatic form of payment upon annuitization. Once elected or assumed, the annuity payment option may not be changed.

Not all of the annuity payment options may be available in all states. Additionally, the annuity payment options available may be limited based on the Annuitant's age (and the joint annuitant's age, if applicable) or requirements under the Internal Revenue Code.

Nationwide reserves the right to refuse any purchase payment that would result in the cumulative total for all contracts issued by Nationwide on the life of any one Annuitant or owned by any one Contract Owner to exceed $1,000,000. If a Contract Owner does not submit purchase payments in excess of $1,000,000, or if Nationwide has refused to accept purchase payments in excess of $1,000,000, the references in this provision to purchase payments in excess of $1,000,000 will not apply. If the Contract Owner is permitted to submit purchase payments in excess of $1,000,000, additional restrictions apply, as follows.

Annuity Payment Options for Contracts with Total Purchase Payments and Contract Value Annuitized Less Than or Equal to $2,000,000

If, at the Annuitization Date, the total of all purchase payments made to the contract and the Contract Value annuitized is less than or equal to $2,000,000, the annuity payment options available are:

- Single Life;
- Standard Joint and Survivor; and
- Single Life with a 10 or 20 Year Term Certain.

Each of the annuity payment options is discussed more thoroughly below.

Single Life

The Single Life annuity payment option provides for annuity payments to be paid during the lifetime of the Annuitant. This option is not available if the Annuitant is 86 or older on the Annuitization Date.

Payments will cease with the last payment before the Annuitant's death. For example, if the Annuitant dies before the second annuity payment date, the Annuitant will receive only one payment. The Annuitant will only receive two annuity payments if he or she dies before the third payment date, and so on. No death benefit will be paid.

No withdrawals other than the scheduled annuity payments are permitted.

Standard Joint and Survivor

The Standard Joint and Survivor annuity payment option provides for annuity payments to continue during the joint lifetimes of the Annuitant and joint annuitant. After the death of either the Annuitant or joint annuitant, payments will continue for the life of the survivor. This option is not available if the Annuitant or joint Annuitant is 86 or older on the Annuitization Date.

Payments will cease with the last payment due prior to the death of the last survivor of the Annuitant and joint annuitant. As is the case of the Single Life annuity payment option, there is no guaranteed number of payments. Therefore, it is possible that if the Annuitant dies before the second annuity payment date, the Annuitant will receive only one annuity payment. No death benefit will be paid.

No withdrawals other than the scheduled annuity payments are permitted.

Single Life with a 10 or 20 Year Term Certain

The Single Life with a 10 or 20 Year Term Certain annuity payment option provides that monthly annuity payments will be paid during the Annuitant's lifetime or for the term selected, whichever is longer. The term may be either 10 or 20 years.

If the Annuitant dies before the end of the 10 or 20 year term, payments will be paid to the beneficiary for the remainder of the term.

No withdrawals other than the scheduled annuity payments are permitted.

Any Other Option

Annuity payment options not set forth in this provision may be available. Any annuity payment option not set forth in this provision must be approved by Nationwide.

Annuity Payment Options for Contracts with Total Purchase Payments and/or Contract Value Annuitized Greater Than $2,000,000

If, at the Annuitization Date, the total of all purchase payments made to the contract and/or the Contract Value to be annuitized is greater than $2,000,000, Nationwide may limit the annuity payment option to the longer of:

(1) a Fixed Life Annuity with a 20 Year Term Certain; or

(2) a Fixed Life Annuity with a Term Certain to Age 95.

Annuitization of Amounts Greater than $5,000,000

Additionally, Nationwide may limit the amount that may be annuitized on a single life to $5,000,000. If the total amount to be annuitized is greater than $5,000,000 under this contract and/or for all Nationwide issued annuity contracts with the same Annuitant, the Contract Owner must:

(1) reduce the amount to be annuitized to $5,000,000 or less by taking a partial withdrawal 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.

Statements and Reports

Nationwide will mail Contract Owners statements and reports. Therefore, Contract Owners should promptly notify the Service Center of any address change.

These mailings will contain:

- statements showing the contract's quarterly activity;
- confirmation statements showing transactions that affect the contract's value. Confirmation statements will not be sent for recurring transactions (*i.e.*, Dollar Cost Averaging or salary reduction programs). Instead, confirmation of recurring transactions will appear in the contract's quarterly statements; and
- semi-annual and annual reports of allocated underlying mutual funds.

Contract Owners can receive information from Nationwide faster and reduce the amount of mail received by signing up for Nationwide's eDelivery program. Nationwide will notify Contract Owners by email when important documents (statements, prospectuses, and other documents) are ready for a Contract Owner to view, print, or download from Nationwide's secure server. To choose this option, go to: www.nationwide.com/login.

Contract Owners should review statements and confirmations carefully. All errors or corrections must be reported to Nationwide immediately to assure proper crediting to the contract. Unless Nationwide is notified within 30 days of receipt of the statement, Nationwide will assume statements and confirmation statements are correct.

IMPORTANT NOTICE REGARDING DELIVERY OF SECURITY OWNER DOCUMENTS

When multiple copies of the same disclosure document(s), such as prospectuses, supplements, proxy statements, and semi-annual and annual reports are required to be mailed to multiple Contract Owners in the same household, Nationwide will mail only one copy of each document, unless notified otherwise by the Contract Owner(s). Household delivery will continue for the life of the contracts.

A Contract Owner can revoke their consent to household delivery and reinstitute individual delivery by contacting the Service Center. Nationwide will reinstitute individual delivery within 30 days after receiving such notification.

Legal Proceedings

Nationwide Life Insurance Company

Nationwide Financial Services, Inc. (NFS, or collectively with its subsidiaries, "the Company") was formed in November 1996. NFS is the holding company for Nationwide Life Insurance Company (NLIC), Nationwide Life and Annuity Insurance Company (NLAIC) and other companies that comprise the life insurance and retirement savings operations of the Nationwide group of companies (Nationwide). This group includes Nationwide Financial Network (NFN), an affiliated distribution network that markets directly to its customer base. NFS is incorporated in Delaware and maintains its principal executive offices in Columbus, Ohio.

The Company is subject to legal and regulatory proceedings in the ordinary course of its business. These include proceedings specific to the Company and proceedings generally applicable to business practices in the industries in which the Company operates. The outcomes of these proceedings cannot be predicted due to their complexity, scope, and many uncertainties. The Company believes, however, that based on currently known information, the ultimate outcome of all pending legal and regulatory proceedings is not likely to have a material adverse effect on the Company's consolidated financial position. The Company maintains Professional Liability Insurance and Director and Officer Liability insurance policies that may cover losses for certain legal and regulatory proceedings. The Company will make adequate provision for any probable and reasonably estimable recoveries under such policies.

The various businesses conducted by the Company are subject to oversight by numerous federal and state regulatory entities, including but not limited to the Securities and Exchange Commission, the Financial Industry Regulatory Authority, the Department of Labor, the Internal Revenue Service, the Federal Reserve Bank and state insurance authorities. Such regulatory entities may, in the normal course, be engaged in general or targeted inquiries, examinations and investigations of the Company and/or its affiliates. With respect to all such scrutiny directed at the Company or their affiliates, the Company is cooperating with regulators. The Company will cooperate with its ultimate parent company, Nationwide Mutual Insurance Company (NMIC) insofar as any inquiry, examination or investigation encompasses NMIC's operations. In addition, recent regulatory activity, including state and federal regulatory activity related to fiduciary standards, may impact the Company's business and operations, and certain estimates and assumptions used by the Company in determining the amounts presented in the combined financial statements and accompanying notes. Actual results could differ significantly from those estimates and assumptions.

Nationwide Investment Services Corporation

The general distributor, NISC, is not engaged in any litigation that is likely to have a material adverse effect on its ability to perform its contract with the Variable Account.

Contents of Statement of Additional Information

Investment Company Act of 1940 Registration File No. 811-03330
Securities Act of 1933 Registration File No. 333-177439

Appendix A: Underlying Mutual Fund Information

This appendix contains information about the underlying mutual funds in which the Sub-Accounts invest. The underlying mutual funds in which the Sub-Accounts invest are designed primarily as investments for variable annuity contracts and variable life insurance policies issued by insurance companies. There is no guarantee that the investment objectives will be met. Refer to the prospectus for each underlying mutual fund for more detailed information.

Designations Key:

FF: The underlying mutual fund primarily invests in other mutual funds. Therefore, a proportionate share of the fees and expenses of any acquired funds are indirectly borne by investors. As a result, investors in this Sub-Account may incur higher charges than if the assets were invested in an underlying mutual fund that does not invest in other mutual funds. Refer to the prospectus for this underlying mutual fund for more information.

MF: The underlying mutual fund operates as a ″feeder fund″, which means it invests all of its investment assets in another mutual fund, the ″master fund″. Investors in this underlying mutual fund will bear the fees and expenses of both this underlying mutual fund and the ″master fund″ in which it invests. Therefore, this may result in higher expenses than those of other underlying mutual funds that invest directly in individual securities. Refer to the prospectus for this underlying mutual fund for more information.

VOL: The underlying mutual fund uses a volatility management strategy to reduce a Contract Owner's exposure to equity investments when equity markets are volatile which may limit investment losses in a down market. However, use of such a strategy may also limit the growth of Contract Value. For contracts with a living benefit option elected, since the benefit base of a living benefit option is not decreased as a result of negative market performance, allocation to this type of underlying mutual fund may provide little or no additional benefit. For contracts without a living benefit option elected, allocation to this type of underlying mutual fund may result in foregone investment gains that could otherwise be realized by investing in riskier underlying mutual funds.

AllianceBernstein Variable Products Series Fund, Inc. - AB VPS Dynamic Asset Allocation Portfolio: Class B

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2015

Investment Advisor: AllianceBernstein L.P.
Investment Objective: Maximize total return consistent with the Adviser's determination of reasonable risk.

AllianceBernstein Variable Products Series Fund, Inc. - AB VPS International Value Portfolio: Class B

Investment Advisor: AllianceBernstein L.P.
Investment Objective: Long-term growth of capital.

AllianceBernstein Variable Products Series Fund, Inc. - AB VPS Small/Mid Cap Value Portfolio: Class B

Investment Advisor: AllianceBernstein L.P.
Investment Objective: Long-term growth of capital.

American Century Variable Portfolios II, Inc. - American Century VP Inflation Protection Fund: Class II

Investment Advisor: American Century Investment Management, Inc.
Investment Objective: Long-term total return using a strategy that seeks to protect against U.S. inflation.

American Century Variable Portfolios, Inc. - American Century VP Mid Cap Value Fund: Class II

Investment Advisor: American Century Investment Management, Inc.
Investment Objective: Long-term capital growth with income as a secondary objective.

American Funds Insurance Series® - Managed Risk Asset Allocation Fund: Class P2

This underlying mutual fund is only available in contracts for which good order applications were received before July 14, 2014

Investment Advisor: Capital Research and Management Company
Sub-advisor: Milliman Financial Risk Management, LLC
Investment Objective: To provide high total return (including income and capital gains) consistent with preservation of capital over the long term while seeking to manage volatility and provide downside protection.

Designation: FF, VOL

BlackRock Variable Series Funds, Inc. - BlackRock Equity Dividend V.I. Fund: Class III

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2017

Investment Advisor:	BlackRock Advisors, LLC
Sub-advisor:	BlackRock Investment Management, LLC
Investment Objective:	To seek long-term total return and current income.

BlackRock Variable Series Funds, Inc. - BlackRock Global Allocation V.I. Fund: Class III

Investment Advisor:	BlackRock Advisors, LLC
Sub-advisor:	BlackRock Investment Management, LLC
Investment Objective:	Seeks high total investment return.

BlackRock Variable Series Funds, Inc. - BlackRock High Yield V.I. Fund: Class III

Investment Advisor:	BlackRock Advisors, LLC
Sub-advisor:	BlackRock Financial Management, Inc.
Investment Objective:	The Fund seeks to maximize total return, consistent with income generation and prudent investment management.

BlackRock Variable Series Funds, Inc. - BlackRock Total Return V.I. Fund: Class III

Investment Advisor:	BlackRock Advisors, LLC
Sub-advisor:	BlackRock Investment Management, LLC
Investment Objective:	To maximize total return, consistent with income generation and prudent investment management.

Columbia Funds Variable Series Trust II - Columbia VP High Yield Bond Fund: Class 2

Investment Advisor:	Columbia Management Investment Advisors, LLC
Investment Objective:	The Fund seeks to provide shareholders with high current income as its primary objective and, as its secondary objective, capital growth.

Delaware VIP Trust - Delaware VIP Small Cap Value Series: Service Class

Investment Advisor:	Delaware Management Company, Inc.
Investment Objective:	The fund seeks capital appreciation.

Dreyfus Investment Portfolios - MidCap Stock Portfolio: Service Shares

Investment Advisor:	The Dreyfus Corporation
Investment Objective:	The fund seeks investment results that are greater than the total return performance of publicly traded common stocks of medium-size domestic companies in the aggregate, as represented by the Standard & Poor’s MidCap 400® Index (S&P 400 Index).

Dreyfus Investment Portfolios - Small Cap Stock Index Portfolio: Service Shares

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2013

Investment Advisor:	The Dreyfus Corporation
Investment Objective:	The fund seeks to match the performance of the Standard & Poor’s® SmallCap 600 Index (S&P SmallCap 600 Index).

Dreyfus Stock Index Fund, Inc.: Service Shares

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2013

Investment Advisor:	The Dreyfus Corporation
Investment Objective:	The fund seeks to match the total return of the Standard & Poor’s® 500 Composite Stock Price Index (S&P 500® Index).

Dreyfus Variable Investment Fund - Appreciation Portfolio: Service Shares

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2016

Investment Advisor:	The Dreyfus Corporation
Sub-advisor:	Fayez Sarofim & Co.
Investment Objective:	The fund seeks long-term capital growth consistent with the preservation of capital. Its secondary goal is current income.

Eaton Vance Variable Trust - Eaton Vance VT Floating-Rate Income Fund: Initial Class

Investment Advisor:	Eaton Vance Management
Investment Objective:	The fund seeks to provide a high level of current income.

Fidelity Variable Insurance Products - Emerging Markets Portfolio: Service Class 2

Investment Advisor:	Fidelity Management & Research Company
Sub-advisor:	FMR Co., Inc.
Investment Objective:	The fund seeks capital appreciation.

Fidelity Variable Insurance Products Fund - Fidelity VIP Freedom Fund 2010 Portfolio: Service Class 2

Investment Advisor:	FMR Co., Inc.
Sub-advisor:	FMR Co., Inc.
Investment Objective:	High total return with a secondary objective of principal preservation as the fund approaches its target date and beyond.

Designation: FF

Fidelity Variable Insurance Products Fund - Fidelity VIP Freedom Fund 2020 Portfolio: Service Class 2

Investment Advisor:	FMR Co., Inc.
Sub-advisor:	FMR Co., Inc.
Investment Objective:	High total return with a secondary objective of principal preservation as the fund approaches its target date and beyond.

Designation: FF

Fidelity Variable Insurance Products Fund - Fidelity VIP Freedom Fund 2030 Portfolio: Service Class 2

Investment Advisor:	FMR Co., Inc.
Sub-advisor:	FMR Co., Inc.
Investment Objective:	High total return with a secondary objective of principal preservation as the fund approaches its target date and beyond.

Designation: FF

Fidelity Variable Insurance Products Fund - VIP Balanced Portfolio: Service Class 2

Investment Advisor:	Fidelity Management & Research Company
Sub-advisor:	FMR Co., Inc., Fidelity Investments Money Management, Inc., Fidelity Management & Research (U.K.) Inc., Fidelity Research & Analysis Company, Fidelity Investments Japan Limited, Fidelity International Investment Advisors, Fidelity International Investment Advisors (U.K.) Limited
Investment Objective:	Income and capital growth consistent with reasonable risk.

Fidelity Variable Insurance Products Fund - VIP Energy Portfolio: Service Class 2

Investment Advisor:	Fidelity SelectCo, LLC (SelectCo) (the Adviser), an affiliate of Fidelity Management & Research Company
Sub-advisor:	FMR Co., Inc.
Investment Objective:	Capital appreciation.

Fidelity Variable Insurance Products Fund - VIP Equity-Income Portfolio: Service Class 2

Investment Advisor:	Fidelity Management & Research Company
Sub-advisor:	FMR Co., Inc., Fidelity Management & Research (U.K.) Inc., Fidelity Research & Analysis Company, Fidelity Investments Japan Limited, Fidelity International Investment Advisors, Fidelity International Investment Advisors (U.K.) Limited
Investment Objective:	Reasonable income.

Fidelity Variable Insurance Products Fund - VIP Growth & Income Portfolio: Service Class 2

Investment Advisor:	Fidelity Management & Research Company
Sub-advisor:	FMR Co., Inc., Fidelity Management & Research (U.K.) Inc., Fidelity Research & Analysis Company, Fidelity Investments Japan Limited, Fidelity International Investment Advisors, Fidelity International Investment Advisors (U.K.) Limited
Investment Objective:	High total return through a combination of current income and capital appreciation.

Fidelity Variable Insurance Products Fund - VIP Growth Portfolio: Service Class 2

Investment Advisor:	Fidelity Management & Research Company
Sub-advisor:	FMR Co., Inc., Fidelity Management & Research (U.K.) Inc., Fidelity Research & Analysis Company, Fidelity International Investment Advisors, Fidelity International Investment Advisors (U.K.) Limited, Fidelity Investments Japan Limited
Investment Objective:	Capital appreciation.

Fidelity Variable Insurance Products Fund - VIP Investment Grade Bond Portfolio: Service Class 2

Investment Advisor:	Fidelity Management & Research Company
Sub-advisor:	Fidelity Investments Money Management, Inc., Fidelity Research & Analysis Company, Fidelity International Investment Advisors, Fidelity International Investment Advisors (U.K.) Limited
Investment Objective:	High level of current income.

Fidelity Variable Insurance Products Fund - VIP Mid Cap Portfolio: Service Class 2

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2017

Investment Advisor:	Fidelity Management & Research Company
Sub-advisor:	FMR Co., Inc., Fidelity Management & Research (U.K.) Inc., Fidelity Research & Analysis Company, Fidelity Investments Japan Limited, Fidelity International Investment Advisors, Fidelity International Investment Advisors (U.K.) Limited
Investment Objective:	Long-term growth of capital.

Fidelity Variable Insurance Products Fund - VIP Overseas Portfolio: Service Class 2

Investment Advisor:	Fidelity Management & Research Company
Sub-advisor:	FMR Co., Inc., Fidelity Management & Research (U.K.) Inc., Fidelity Research & Analysis Company, Fidelity International Investment Advisors, Fidelity International Investment Advisors (U.K.) Limited, Fidelity Investments Japan Limited
Investment Objective:	Long-term capital growth.

Fidelity Variable Insurance Products Fund - VIP Real Estate Portfolio: Service Class 2

Investment Advisor:	Fidelity SelectCo, LLC (SelectCo) (the Adviser), an affiliate of Fidelity Management & Research Company
Sub-advisor:	FMR Co., Inc., Fidelity Research & Analysis Company
Investment Objective:	The fund seeks above-average income and long-term capital growth, consistent with reasonable investment risk.

Franklin Templeton Variable Insurance Products Trust - Franklin Founding Funds Allocation VIP Fund: Class 2

Investment Advisor:	Franklin Templeton Services, LLC
Investment Objective:	Capital appreciation with income as a secondary goal.
Designation: FF	

Franklin Templeton Variable Insurance Products Trust - Franklin Income VIP Fund: Class 2

Investment Advisor:	Franklin Advisers, Inc.
Investment Objective:	Seeks to maximize income while maintaining prospects for capital appreciation.

Franklin Templeton Variable Insurance Products Trust - Franklin Small Cap Value VIP Fund: Class 2

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2013

Investment Advisor:	Franklin Advisory Services, LLC
Investment Objective:	Seeks long-term total return.

Franklin Templeton Variable Insurance Products Trust - Templeton Global Bond VIP Fund: Class 2

Investment Advisor:	Franklin Advisers, Inc.
Investment Objective:	High current income, consistent with preservation of capital, with capital appreciation as a secondary consideration.

Goldman Sachs Variable Insurance Trust - Goldman Sachs Global Trends Allocation Fund: Service Shares

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2018

Investment Advisor:	Goldman Sachs Asset Management, L.P.
Investment Objective:	Seeks to achieve investment results that approximate the performance of the GS Global Markets Navigator Index (the "Index").

Goldman Sachs Variable Insurance Trust - Goldman Sachs Multi-Strategy Alternatives Portfolio: Service Shares

Investment Advisor:	Goldman Sachs Asset Management, L.P.
Investment Objective:	The Portfolio seeks long-term growth of capital.

Guggenheim Variable Funds - Multi-Hedge Strategies

Investment Advisor: Guggenheim Investments
Investment Objective: Capital appreciation consistent with the return and risk characteristics of the hedge fund universe and, secondarily, to achieve these returns with low correlation to and less volatility than equity indices.

Invesco - Invesco V.I. Mid Cap Core Equity Fund: Series II Shares

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2015

Investment Advisor: Invesco Advisers, Inc.
Investment Objective: Long-term growth of capital.

Ivy Variable Insurance Portfolios - Asset Strategy: Class II (formerly, Ivy Variable Insurance Portfolios - Asset Strategy)

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2017

Investment Advisor: Ivy Investment Management Company
Investment Objective: To seek to provide total return.

Ivy Variable Insurance Portfolios - High Income: Class II (formerly, Ivy Variable Insurance Portfolios - High Income)

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2017

Investment Advisor: Ivy Investment Management Company
Investment Objective: To seek to provide total return through a combination of high current income and capital appreciation.

Ivy Variable Insurance Portfolios - Mid Cap Growth: Class II (formerly, Ivy Variable Insurance Portfolios - Mid Cap Growth)

Investment Advisor: Ivy Investment Management Company
Investment Objective: To seek to provide growth of capital.

Janus Henderson VIT Flexible Bond Portfolio: Service Shares

Investment Advisor: Janus Capital Management LLC
Investment Objective: Maximum total return, consistent with preservation of capital.

Janus Henderson VIT Forty Portfolio: Service Shares

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2014

Investment Advisor: Janus Capital Management LLC
Investment Objective: Long-term growth of capital.

Janus Henderson VIT Global Technology Portfolio: Service Shares

Investment Advisor: Janus Capital Management LLC
Investment Objective: Long-term growth of capital.

Janus Henderson VIT Overseas Portfolio: Service Shares

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2016

Investment Advisor: Janus Capital Management LLC
Investment Objective: Long-term growth of capital.

Lazard Retirement Series, Inc. - Lazard Retirement Emerging Markets Equity Portfolio: Service Shares

Investment Advisor: Lazard Asset Management LLC
Investment Objective: Long-term capital appreciation.

Lord Abbett Series Fund, Inc. - Total Return Portfolio: Class VC

Investment Advisor: Lord, Abbett & Co. LLC
Investment Objective: The Fund's investment objective is to seek income and capital appreciation to produce a high total return.

MFS® Variable Insurance Trust - MFS New Discovery Series: Service Class

Investment Advisor: Massachusetts Financial Services Company
Investment Objective: To seek capital appreciation.

MFS® Variable Insurance Trust - MFS Value Series: Service Class

Investment Advisor: Massachusetts Financial Services Company
Investment Objective: To seek capital appreciation.

MFS® Variable Insurance Trust II - MFS International Value Portfolio: Service Class

Investment Advisor: Massachusetts Financial Services Company
Investment Objective: The fund's investment objective is to seek capital appreciation. MFS normally invests the fund's assets primarily in foreign equity securities, including emerging market equity securities.

Morgan Stanley Variable Insurance Fund, Inc. - Global Infrastructure Portfolio: Class II

Investment Advisor: Morgan Stanley Investment Management Inc.
Sub-advisor: Morgan Stanley Investment Management Limited
Investment Objective: Both capital appreciation and current income.

Mutual Fund and Variable Insurance Trust - Rational Insider Buying VA Fund

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2015

Investment Advisor: Rational Advisors, Inc.
Investment Objective: Seeks long-term capital appreciation.

Nationwide Variable Insurance Trust - American Century NVIT Multi Cap Value Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: American Century Investment Management, Inc.
Investment Objective: The Fund seeks capital appreciation, and secondarily current income.

Nationwide Variable Insurance Trust - American Funds NVIT Asset Allocation Fund: Class II

Investment Advisor: Capital Research and Management Company, Nationwide Fund Advisors
Investment Objective: The fund seeks to provide high total return (including income and capital gains) consistent with preservation of capital over the long term.
Designation: MF

Nationwide Variable Insurance Trust - American Funds NVIT Bond Fund: Class II

Investment Advisor: Capital Research and Management Company, Nationwide Fund Advisors
Investment Objective: The Fund seeks to provide as high a level of current income as is consistent with the preservation of capital.
Designation: MF

Nationwide Variable Insurance Trust - American Funds NVIT Global Growth Fund: Class II

Investment Advisor: Capital Research and Management Company, Nationwide Fund Advisors
Investment Objective: The Fund seeks to provide long-term growth of capital.
Designation: MF

Nationwide Variable Insurance Trust - American Funds NVIT Growth Fund: Class II

Investment Advisor: Capital Research and Management Company, Nationwide Fund Advisors
Investment Objective: The Fund seeks to provide long-term growth of capital.
Designation: MF

Nationwide Variable Insurance Trust - American Funds NVIT Growth-Income Fund: Class II

Investment Advisor: Capital Research and Management Company, Nationwide Fund Advisors
Investment Objective: The fund seeks to achieve long-term growth of capital and income.
Designation: MF

Nationwide Variable Insurance Trust - BlackRock NVIT Equity Dividend Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: BlackRock Investment Management, LLC
Investment Objective: The Fund's investment objective is to seek capital growth and income through investments in equity securities, including common stocks, preferred stocks, and convertible securities.

Nationwide Variable Insurance Trust - BlackRock NVIT Managed Global Allocation Fund: Class II

Investment Advisor:	Nationwide Fund Advisors
Sub-advisor:	Nationwide Asset Management, LLC
Investment Objective:	Seeks high total investment return consistent with preservation of capital over the long term.

Designation: FF, VOL

Nationwide Variable Insurance Trust - DoubleLine NVIT Total Return Tactical Fund: Class II

Investment Advisor:	Nationwide Fund Advisors
Sub-advisor:	DoubleLine Capital LP
Investment Objective:	The Fund seeks to maximize total return.

Nationwide Variable Insurance Trust - Federated NVIT High Income Bond Fund: Class I

Investment Advisor:	Nationwide Fund Advisors
Sub-advisor:	Federated Investment Management Company
Investment Objective:	The Fund seeks to provide high current income.

Nationwide Variable Insurance Trust - Neuberger Berman NVIT Multi Cap Opportunities Fund: Class II

Investment Advisor:	Nationwide Fund Advisors
Sub-advisor:	Neuberger Berman Investment Advisers LLC
Investment Objective:	The fund seeks long-term capital growth.

Nationwide Variable Insurance Trust - Neuberger Berman NVIT Socially Responsible Fund: Class II

Investment Advisor:	Nationwide Fund Advisors
Sub-advisor:	Neuberger Berman Investment Advisers LLC
Investment Objective:	The Fund seeks long-term total return by investing primarily in securities of companies that meet the fund’s financial criteria and social policy.

Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Aggressive Fund: Class II

Investment Advisor:	Nationwide Fund Advisors
Investment Objective:	The Aggressive Fund seeks maximum growth of capital consistent with a more aggressive level of risk as compared to other Cardinal Funds.

Designation: FF

Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Balanced Fund: Class II

Investment Advisor:	Nationwide Fund Advisors
Investment Objective:	The Fund seeks a high level of total return through investment in both equity and fixed income securities.

Designation: FF

Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Capital Appreciation Fund: Class II

Investment Advisor:	Nationwide Fund Advisors
Investment Objective:	The Fund seeks growth of capital, but also seeks income consistent with a less aggressive level of risk as compared to other Cardinal Funds.

Designation: FF

Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Conservative Fund: Class II

Investment Advisor:	Nationwide Fund Advisors
Investment Objective:	The Fund seeks a high level of total return consistent with a conservative level of risk as compared to other Cardinal Funds.

Designation: FF

Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Managed Growth & Income Fund: Class II

Investment Advisor:	Nationwide Fund Advisors
Sub-advisor:	Nationwide Asset Management, LLC
Investment Objective:	Seeks a high level of total return through investment in both equity and fixed-income securities, consistent with preservation of capital.

Designation: FF, VOL

Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Managed Growth Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Nationwide Asset Management, LLC
Investment Objective: Seeks growth primarily and investment income secondarily.
Designation: FF, VOL

Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Moderate Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Investment Objective: The Fund seeks a high level of total return consistent with a moderate level of risk as compared to other Cardinal Funds.
Designation: FF

Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Moderately Aggressive Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Investment Objective: The Fund seeks growth of capital, but also seeks income consistent with a moderately aggressive level of risk as compared to other Cardinal Funds.
Designation: FF

Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Moderately Conservative Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Investment Objective: The fund seeks a high level of total return consistent with a moderately conservative level of risk.
Designation: FF

Nationwide Variable Insurance Trust - NVIT Core Bond Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Nationwide Asset Management, LLC
Investment Objective: The Fund seeks a high level of current income consistent with preserving capital.

Nationwide Variable Insurance Trust - NVIT Core Plus Bond Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Neuberger Berman Investment Advisers LLC
Investment Objective: The Fund seeks long-term total return consistent with reasonable risk.

Nationwide Variable Insurance Trust - NVIT DFA Capital Appreciation Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Investment Objective: Seeks primarily to provide growth of capital, and secondarily current income.
Designation: FF

Nationwide Variable Insurance Trust - NVIT DFA Moderate Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Investment Objective: Seeks a high level of total return consistent with a moderate level of risk.
Designation: FF

Nationwide Variable Insurance Trust - NVIT Emerging Markets Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Lazard Asset Management, LLC and Standard Life Investments (Corporate Funds) Limited
Investment Objective: The Fund seeks long-term capital growth by investing primarily in equity securities of companies located in emerging market countries.

Nationwide Variable Insurance Trust - NVIT Government Bond Fund: Class I

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Nationwide Asset Management, LLC
Investment Objective: The fund seeks as high a level of current income as is consistent with the preservation of capital.

Nationwide Variable Insurance Trust - NVIT Government Money Market Fund: Class I

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Federated Investment Management Company
Investment Objective: The Fund seeks as high a level of current income as is consistent with preserving capital and maintaining liquidity.

Nationwide Variable Insurance Trust - NVIT International Equity Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Lazard Asset Management LLC
Investment Objective: The Fund seeks long-term capital growth by investing primarily in equity securities of companies in Europe, Australasia, the Far East and other regions, including developing countries.

Nationwide Variable Insurance Trust - NVIT International Index Fund: Class VIII

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: BlackRock Investment Management, LLC
Investment Objective: The Fund seeks to match the performance of the MSCI Europe, Australasia and Far East Index ("MSCI EAFE Index") as closely as possible before the deduction of Fund expenses.

Nationwide Variable Insurance Trust - NVIT Investor Destinations Aggressive Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Investment Objective: The NVIT Investor Destinations Aggressive Fund seeks maximum growth of capital consistent with a more aggressive level of risk as compared to other Investor Destinations Funds.
Designation: FF

Nationwide Variable Insurance Trust - NVIT Investor Destinations Balanced Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Investment Objective: The NVIT Investor Destinations Balanced Fund seeks a high level of total return through investment in both equity and fixed-income securities.
Designation: FF

Nationwide Variable Insurance Trust - NVIT Investor Destinations Capital Appreciation Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Investment Objective: The NVIT Investor Destinations Capital Appreciation Fund seeks growth of capital, but also seeks income consistent with a less aggressive level of risk as compared to other NVIT Investor Destinations Funds.
Designation: FF

Nationwide Variable Insurance Trust - NVIT Investor Destinations Conservative Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Investment Objective: The NVIT Investor Destinations Conservative Fund seeks a high level of total return consistent with a conservative level of risk as compared to other Investor Destinations Funds.
Designation: FF

Nationwide Variable Insurance Trust - NVIT Investor Destinations Managed Growth & Income Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Nationwide Asset Management, LLC
Investment Objective: Seeks a high level of total return through investment in both equity and fixed-income securities, consistent with preservation of capital.
Designation: FF, VOL

Nationwide Variable Insurance Trust - NVIT Investor Destinations Managed Growth Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Nationwide Asset Management, LLC
Investment Objective: Seeks growth primarily and investment income secondarily.
Designation: FF, VOL

Nationwide Variable Insurance Trust - NVIT Investor Destinations Moderate Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Investment Objective: The NVIT Investor Destinations Moderate Fund seeks a high level of total return consistent with a moderate level of risk as compared to other Investor Destinations Funds.
Designation: FF

Nationwide Variable Insurance Trust - NVIT Investor Destinations Moderately Aggressive Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Investment Objective: The NVIT Investor Destinations Moderately Aggressive Fund seeks growth of capital, but also seeks income consistent with a moderately aggressive level of risk as compared to other Investor Destinations Funds.
Designation: FF

Nationwide Variable Insurance Trust - NVIT Investor Destinations Moderately Conservative Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Investment Objective: The NVIT Investor Destinations Moderately Conservative Fund seeks a high level of total return consistent with a moderately conservative level of risk.
Designation: FF

Nationwide Variable Insurance Trust - NVIT Large Cap Growth Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Boston Advisors, LLC
Investment Objective: The Fund seeks long-term capital growth.

Nationwide Variable Insurance Trust - NVIT Managed American Funds Asset Allocation Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Nationwide Asset Management, LLC
Investment Objective: Seeks to provide a high total return (including income and capital gains) consistent with preservation of capital over the long term.
Designation: FF, VOL

Nationwide Variable Insurance Trust - NVIT Managed American Funds Growth-Income Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Nationwide Asset Management, LLC
Investment Objective: Seeks to achieve long-term growth of capital and income.
Designation: FF, VOL

Nationwide Variable Insurance Trust - NVIT Mid Cap Index Fund: Class I

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: BlackRock Investment Management, LLC
Investment Objective: The Fund seeks capital appreciation.

Nationwide Variable Insurance Trust - NVIT Multi Sector Bond Fund: Class I

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Logan Circle Partners, L.P.
Investment Objective: The Fund seeks to provide above average total return over a market cycle of three to five years.

Nationwide Variable Insurance Trust - NVIT Multi-Manager International Growth Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Invesco Advisers, Inc. and American Century Investment Management, Inc.
Investment Objective: The fund seeks long-term capital growth.

Nationwide Variable Insurance Trust - NVIT Multi-Manager International Value Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Thompson, Siegel & Walmsley LLC
Investment Objective: The Fund seeks long-term capital appreciation.

Nationwide Variable Insurance Trust - NVIT Multi-Manager Large Cap Growth Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Massachusetts Financial Services Company; Smith Asset Management Group; and Loomis, Sayles & Company L.P.
Investment Objective: The fund seeks long-term capital growth.

Nationwide Variable Insurance Trust - NVIT Multi-Manager Large Cap Value Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Massachusetts Financial Services Company; The Boston Company Asset Management, LLC; Wellington Management Company, LLP
Investment Objective: The fund seeks long-term capital growth.

Nationwide Variable Insurance Trust - NVIT Multi-Manager Mid Cap Growth Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Neuberger Berman Investment Advisers LLC; Wells Capital Management, Inc.
Investment Objective: The fund seeks long-term capital growth.

Nationwide Variable Insurance Trust - NVIT Multi-Manager Mid Cap Value Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: American Century Investment Management, Inc.; Thompson, Siegel & Walmsley LLC; WEDGE Capital Management L.L.P.
Investment Objective: The fund seeks long-term capital appreciation.

Nationwide Variable Insurance Trust - NVIT Multi-Manager Small Cap Growth Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: OppenheimerFunds, Inc.; Wellington Management Company, LLP
Investment Objective: The Fund seeks capital growth.

Nationwide Variable Insurance Trust - NVIT Multi-Manager Small Cap Value Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Epoch Investment Partners, Inc.; JPMorgan Investment Management Inc.
Investment Objective: The Fund seeks capital appreciation.

Nationwide Variable Insurance Trust - NVIT Multi-Manager Small Company Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Jacobs Levy Equity Management, Inc.; OppenheimerFunds, Inc.
Investment Objective: The Fund seeks long-term growth of capital.

Nationwide Variable Insurance Trust - NVIT Nationwide Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: AQR Capital Management, LLC
Investment Objective: The Fund seeks total return through a flexible combination of capital appreciation and current income.

Nationwide Variable Insurance Trust - NVIT Real Estate Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Wellington Management Company LLP
Investment Objective: The Fund seeks current income and long-term capital appreciation.

Nationwide Variable Insurance Trust - NVIT S&P 500® Index Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: BlackRock Investment Management, LLC
Investment Objective: Long-term capital appreciation.

Nationwide Variable Insurance Trust - NVIT Short Term Bond Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Nationwide Asset Management, LLC
Investment Objective: The Fund seeks to provide a high level of current income while preserving capital and minimizing fluctuations in share value.

Nationwide Variable Insurance Trust - NVIT Small Cap Index Fund: Class II

Investment Advisor:	Nationwide Fund Advisors
Sub-advisor:	BlackRock Investment Management, LLC
Investment Objective:	The Fund seeks to match the performance of the Russell 2000® Index as closely as possible before the deduction of Fund expenses.

Nationwide Variable Insurance Trust - Templeton NVIT International Value Fund: Class I

Investment Advisor:	Nationwide Fund Advisors
Sub-advisor:	Templeton Investment Counsel, LLC
Investment Objective:	The Fund seeks to maximize total return consisting of capital appreciation and/or current income.

Northern Lights Variable Trust - TOPS® Managed Risk Balanced ETF Portfolio: Class 4

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2015

Investment Advisor:	ValMark Advisers, Inc.
Sub-advisor:	Milliman Financial Risk Management, LLC
Investment Objective:	Seeks capital appreciation with less volatility than the equity markets as a whole.

Designation: FF, VOL

Northern Lights Variable Trust - TOPS® Managed Risk Growth ETF Portfolio: Class 4

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2015

Investment Advisor:	ValMark Advisers, Inc.
Sub-advisor:	Milliman Financial Risk Management, LLC
Investment Objective:	Seeks capital appreciation with less volatility than the equity markets.

Designation: FF, VOL

Northern Lights Variable Trust - TOPS® Managed Risk Moderate Growth ETF Portfolio: Class 4

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2015

Investment Advisor:	ValMark Advisers, Inc.
Sub-advisor:	Milliman Financial Risk Management, LLC
Investment Objective:	Seeks capital appreciation with less volatility than the equity markets as a whole.

Designation: FF, VOL

Oppenheimer Variable Account Funds - Oppenheimer Global Fund/VA: Service Shares

Investment Advisor:	OFI Global Asset Management, Inc.
Sub-advisor:	OppenheimerFunds, Inc.
Investment Objective:	The Fund seeks capital appreciation.

Oppenheimer Variable Account Funds - Oppenheimer International Growth Fund/VA: Service Shares

Investment Advisor:	OFI Global Asset Management, Inc.
Sub-advisor:	OppenheimerFunds, Inc.
Investment Objective:	The Fund seeks capital appreciation.

Oppenheimer Variable Account Funds - Oppenheimer Main Street Fund®/VA: Service Shares

Investment Advisor:	OFI Global Asset Management, Inc.
Sub-advisor:	OppenheimerFunds, Inc.
Investment Objective:	The Fund seeks capital appreciation.

Oppenheimer Variable Account Funds - Oppenheimer Main Street Small Cap Fund®/VA: Service Shares

Investment Advisor:	OFI Global Asset Management, Inc.
Sub-advisor:	OppenheimerFunds, Inc.
Investment Objective:	Capital appreciation.

PIMCO Variable Insurance Trust - All Asset Portfolio: Advisor Class

Investment Advisor:	PIMCO
Sub-advisor:	Research Affiliates, LLC
Investment Objective:	The Portfolio seeks maximum real return, consistent with preservation of real capital and prudent investment management.

Designation: FF

PIMCO Variable Insurance Trust - Emerging Markets Bond Portfolio: Advisor Class

Investment Advisor:	PIMCO
Investment Objective:	The portfolio seeks maximum total return consistent with preservation of capital and prudent investment management.

PIMCO Variable Insurance Trust - Foreign Bond Portfolio (Unhedged): Advisor Class

Investment Advisor:	PIMCO
Investment Objective:	The portfolio seeks maximum total return consistent with preservation of capital and prudent investment management.

PIMCO Variable Insurance Trust - Low Duration Portfolio: Advisor Class

Investment Advisor:	Pacific Investment Management Company LLC
Investment Objective:	The Portfolio seeks maximum total return, consistent with preservation of capital and prudent investment management.

PIMCO Variable Insurance Trust - Short-Term Portfolio: Advisor Class

Investment Advisor:	Pacific Investment Management Company LLC
Investment Objective:	The Portfolio seeks maximum current income, consistent with preservation of capital and daily liquidity.

PIMCO Variable Insurance Trust - Total Return Portfolio: Advisor Class

Investment Advisor:	Pacific Investment Management Company LLC
Investment Objective:	The Portfolio seeks maximum total return, consistent with preservation of capital and prudent investment management.

Putnam Variable Trust - Putnam VT International Equity Fund: Class IB

Investment Advisor:	Putnam Investment Management, LLC
Sub-advisor:	Putnam Investments Limited and The Putnam Advisory Company, LLC
Investment Objective:	Seeks capital appreciation.

T. Rowe Price Equity Series, Inc. - T. Rowe Price Health Sciences Portfolio: II

Investment Advisor:	T. Rowe Price Associates, Inc.
Investment Objective:	The fund seeks long-term capital appreciation.

VanEck VIP Trust - VanEck VIP Global Hard Assets Fund: Class S (formerly, VanEck VIP Trust - VanEck VIP Global Hard Assets Fund: Service Class)

Investment Advisor:	Van Eck Associates Corporation
Investment Objective:	Long-term capital appreciation by investing primarily in hard asset securities. Income is a secondary consideration.

Wells Fargo Variable Trust - VT Small Cap Growth Fund: Class 2

Investment Advisor:	Wells Fargo Funds Management, LLC
Sub-advisor:	Wells Capital Management, Inc.
Investment Objective:	Seeks long-term capital appreciation.

Appendix B: Condensed Financial Information

The following tables list the Condensed Financial Information (the Accumulation Unit value information for Accumulation Units outstanding) for contracts with no optional benefits (the minimum Variable Account charge of 1.30%) and contracts with the most expensive combination of allowable optional benefits as of December 31, 2017 (the maximum Variable Account charge of 2.30%). The term "Period" is defined as a complete calendar year, unless otherwise noted. Those Periods with an asterisk (*) reflect Accumulation Unit information for a partial year only. To obtain a copy of the Condensed Financial Information for any other Variable Account expense tier, contact the Service Center and request a copy of the Statement of Additional Information, which is available free of charge.

The following underlying mutual funds in which the Sub-Accounts invest were added to the Variable Account after December 31, 2017; therefore, no Condensed Financial Information is available:

- AllianceBernstein Variable Products Series Fund, Inc. - AB VPS International Value Portfolio: Class B
- Fidelity Variable Insurance Products - Emerging Markets Portfolio: Service Class 2
- Goldman Sachs Variable Insurance Trust - Goldman Sachs Multi-Strategy Alternatives Portfolio: Service Shares
- Nationwide Variable Insurance Trust - DoubleLine NVIT Total Return Tactical Fund: Class II

No Additional Contract Options Elected Total - 1.30%
Variable account charges of the daily net assets of the variable account - 1.30%

Period	Beginning Value	Ending Value	Percentage Change	Units
AllianceBernstein Variable Products Series Fund, Inc. - AB VPS Dynamic Asset Allocation Portfolio: Class B - Q/NQ				
2017	11.467817	12.940400	12.84%	106,495
2016	11.240100	11.467817	2.03%	112,533
2015	11.538145	11.240100	-2.58%	115,009
2014	11.218186	11.538145	2.85%	72,109
2013	10.154217	11.218186	10.48%	36,235
2012*	10.000000	10.154217	1.54%	2,112
AllianceBernstein Variable Products Series Fund, Inc. - AB VPS Small/Mid Cap Value Portfolio: Class B - Q/NQ				
2017	39.309596	43.785793	11.39%	222,548
2016	31.913697	39.309596	23.17%	214,591
2015	34.286334	31.913697	-6.92%	208,532
2014	31.885431	34.286334	7.53%	163,245
2013	23.471632	31.885431	35.85%	102,201
2012	20.073992	23.471632	16.93%	19,400
American Century Variable Portfolios II, Inc. - American Century VP Inflation Protection Fund: Class II - Q/NQ				
2017	13.842269	14.164466	2.33%	1,591,369
2016	13.434656	13.842269	3.03%	1,338,158
2015	13.956063	13.434656	-3.74%	1,198,247
2014	13.688194	13.956063	1.96%	903,077
2013	15.153413	13.688194	-9.67%	601,712
2012	14.297491	15.153413	5.99%	163,567
American Century Variable Portfolios, Inc. - American Century VP Mid Cap Value Fund: Class II - Q/NQ				
2017	27.901210	30.697596	10.02%	593,653
2016	23.034724	27.901210	21.13%	537,236
2015	23.712676	23.034724	-2.86%	346,809
2014	20.668691	23.712676	14.73%	261,797
2013	16.120711	20.668691	28.21%	159,330
2012	14.053082	16.120711	14.71%	40,969

No Additional Contract Options Elected Total - 1.30%
Variable account charges of the daily net assets of the variable account - 1.30%

Period	Beginning Value	Ending Value	Percentage Change	Units
American Funds Insurance Series® - Managed Risk Asset Allocation Fund: Class P2 - Q/NQ				
2017	12.647148	14.331272	13.32%	17,672,038
2016	11.944428	12.647148	5.88%	18,430,445
2015	12.232829	11.944428	-2.36%	19,112,661
2014	12.043635	12.232829	1.57%	19,737,705
2013	10.119675	12.043635	19.01%	9,018,870
2012*	10.000000	10.119675	1.20%	311,738
BlackRock Variable Series Funds, Inc. - BlackRock Equity Dividend V.I. Fund: Class III - Q/NQ				
2017	11.189017	12.865168	14.98%	7,035,875
2016	9.767409	11.189017	14.55%	6,639,386
2015*	10.000000	9.767409	-2.33%	2,436,317
BlackRock Variable Series Funds, Inc. - BlackRock Global Allocation V.I. Fund: Class III - Q/NQ				
2017	15.355712	17.234356	12.23%	1,524,301
2016	14.987145	15.355712	2.46%	1,382,443
2015	15.338093	14.987145	-2.29%	1,340,000
2014	15.245537	15.338093	0.61%	956,417
2013	13.500145	15.245537	12.93%	394,604
2012	12.438632	13.500145	8.53%	37,576
BlackRock Variable Series Funds, Inc. - BlackRock High Yield V.I. Fund: Class III - Q/NQ				
2017	10.267397	10.851641	5.69%	887,847
2016	9.220316	10.267397	11.36%	82,703
2015*	10.000000	9.220316	-7.80%	38,121
BlackRock Variable Series Funds, Inc. - BlackRock Total Return V.I. Fund: Class III - Q/NQ				
2017	9.906199	10.091257	1.87%	10,018,625
2016	9.795436	9.906199	1.13%	6,792,731
2015*	10.000000	9.795436	-2.05%	2,419,538
Columbia Funds Variable Series Trust II - Columbia VP High Yield Bond Fund: Class 2 - Q/NQ				
2017*	10.000000	10.207291	2.07%	19,711
Delaware VIP Trust - Delaware VIP Small Cap Value Series: Service Class - Q/NQ				
2017	15.234886	16.805473	10.31%	502,412
2016	11.774721	15.234886	29.39%	420,294
2015	12.754025	11.774721	-7.68%	273,351
2014	12.234599	12.754025	4.25%	190,813
2013*	10.000000	12.234599	22.35%	37,684
Dreyfus Investment Portfolios - MidCap Stock Portfolio: Service Shares - Q/NQ				
2017	11.913823	13.528043	13.55%	337,408
2016	10.477534	11.913823	13.71%	337,481
2015	10.889543	10.477534	-3.78%	269,487
2014*	10.000000	10.889543	8.90%	76,784

No Additional Contract Options Elected Total - 1.30%
Variable account charges of the daily net assets of the variable account - 1.30%

Period	Beginning Value	Ending Value	Percentage Change	Units
Dreyfus Investment Portfolios - Small Cap Stock Index Portfolio: Service Shares - Q/NQ				
2017	29.794920	33.056317	10.95%	18,532
2016	24.009353	29.794920	24.10%	19,992
2015	24.905780	24.009353	-3.60%	22,661
2014	24.004434	24.905780	3.75%	30,175
2013	17.283516	24.004434	38.89%	43,059
2012	15.129971	17.283516	14.23%	24,312
Dreyfus Stock Index Fund, Inc.: Service Shares - Q/NQ				
2017	25.551563	30.570161	19.64%	102,649
2016	23.229494	25.551563	10.00%	112,239
2015	23.332829	23.229494	-0.44%	117,666
2014	20.901224	23.332829	11.63%	156,885
2013	16.078646	20.901224	29.99%	174,299
2012	14.107815	16.078646	13.97%	83,769
Dreyfus Variable Investment Fund - Appreciation Portfolio: Service Shares - Q/NQ				
2017	21.305902	26.709719	25.36%	277,088
2016	20.054835	21.305902	6.24%	307,194
2015	20.885783	20.054835	-3.98%	326,398
2014	19.624877	20.885783	6.43%	297,352
2013	16.456156	19.624877	19.26%	240,599
2012	15.138702	16.456156	8.70%	86,315
Eaton Vance Variable Trust - Eaton Vance VT Floating-Rate Income Fund: Initial Class - Q/NQ				
2017	10.506066	10.726834	2.10%	392,569
2016	9.770039	10.506066	7.53%	267,515
2015	9.997926	9.770039	-2.28%	125,923
2014	10.071973	9.997926	-0.74%	42,540
Fidelity Variable Insurance Products Fund - Fidelity VIP Freedom Fund 2010 Portfolio: Service Class 2 - Q/NQ				
2017	15.770077	17.557547	11.33%	3,031,429
2016	15.183111	15.770077	3.87%	2,812,266
2015	15.465121	15.183111	-1.82%	2,479,663
2014	15.035641	15.465121	2.86%	1,794,952
2013	13.457741	15.035641	11.72%	1,110,690
2012	12.219959	13.457741	10.13%	256,748
Fidelity Variable Insurance Products Fund - Fidelity VIP Freedom Fund 2020 Portfolio: Service Class 2 - Q/NQ				
2017	16.451831	18.879025	14.75%	371,055
2016	15.753781	16.451831	4.43%	390,439
2015	16.034880	15.753781	-1.75%	376,310
2014	15.532319	16.034880	3.24%	256,076
2013	13.609100	15.532319	14.13%	144,639
2012	12.194817	13.609100	11.60%	33,859

No Additional Contract Options Elected Total - 1.30%
Variable account charges of the daily net assets of the variable account - 1.30%

Period	Beginning Value	Ending Value	Percentage Change	Units
Fidelity Variable Insurance Products Fund - Fidelity VIP Freedom Fund 2030 Portfolio: Service Class 2 - Q/NQ				
2017	17.248537	20.548096	19.13%	250,544
2016	16.427999	17.248537	4.99%	221,338
2015	16.732995	16.427999	-1.82%	232,410
2014	16.185651	16.732995	3.38%	139,024
2013	13.507103	16.185651	19.83%	77,083
2012	11.881588	13.507103	13.68%	936
Fidelity Variable Insurance Products Fund - VIP Balanced Portfolio: Service Class 2 - Q/NQ				
2017	10.435271	11.959964	14.61%	9,568,332
2016*	10.000000	10.435271	4.35%	3,170,204
Fidelity Variable Insurance Products Fund - VIP Energy Portfolio: Service Class 2 - Q/NQ				
2017	17.972726	17.247402	-4.04%	273,992
2016	13.638889	17.972726	31.78%	271,231
2015	17.436911	13.638889	-21.78%	212,191
2014	20.252144	17.436911	-13.90%	132,060
2013	16.528028	20.252144	22.53%	74,083
2012	15.989239	16.528028	3.37%	8,657
Fidelity Variable Insurance Products Fund - VIP Equity-Income Portfolio: Service Class 2 - Q/NQ				
2017	24.033057	26.722306	11.19%	1,279,736
2016	20.685487	24.033057	16.18%	1,182,090
2015	21.885542	20.685487	-5.48%	1,077,285
2014	20.440533	21.885542	7.07%	797,532
2013	16.201274	20.440533	26.17%	503,676
2012	14.023439	16.201274	15.53%	105,348
Fidelity Variable Insurance Products Fund - VIP Growth & Income Portfolio: Service Class 2 - Q/NQ				
2017	11.262174	12.962761	15.10%	7,874,310
2016*	10.000000	11.262174	12.62%	2,590,852
Fidelity Variable Insurance Products Fund - VIP Growth Portfolio: Service Class 2 - Q/NQ				
2017	23.838353	31.721482	33.07%	1,518,118
2016	24.019381	23.838353	-0.75%	1,208,223
2015	22.764038	24.019381	5.51%	1,073,863
2014	20.775828	22.764038	9.57%	765,606
2013	15.477413	20.775828	34.23%	475,374
2012	13.707490	15.477413	12.91%	114,816
Fidelity Variable Insurance Products Fund - VIP Investment Grade Bond Portfolio: Service Class 2 - Q/NQ				
2017	14.904806	15.298838	2.64%	9,004,276
2016	14.453385	14.904806	3.12%	3,598,613
2015	14.769242	14.453385	-2.14%	1,223,813
2014	14.167846	14.769242	4.24%	841,235
2013	14.657541	14.167846	-3.34%	489,240
2012	14.063004	14.657541	4.23%	106,405

No Additional Contract Options Elected Total - 1.30%
Variable account charges of the daily net assets of the variable account - 1.30%

Period	Beginning Value	Ending Value	Percentage Change	Units
Fidelity Variable Insurance Products Fund - VIP Mid Cap Portfolio: Service Class 2 - Q/NQ				
2017	39.070373	46.483736	18.97%	315,080
2016	35.366714	39.070373	10.47%	329,978
2015	36.425827	35.366714	-2.91%	270,622
2014	34.806190	36.425827	4.65%	201,411
2013	25.954620	34.806190	34.10%	151,507
2012	22.954492	25.954620	13.07%	32,912
Fidelity Variable Insurance Products Fund - VIP Overseas Portfolio: Service Class 2 - Q/NQ				
2017	20.132452	25.830528	28.30%	364,322
2016	21.531223	20.132452	-6.50%	339,412
2015	21.118649	21.531223	1.95%	301,954
Fidelity Variable Insurance Products Fund - VIP Real Estate Portfolio: Service Class 2 - Q/NQ				
2017	12.149430	12.444203	2.43%	11,476
Franklin Templeton Variable Insurance Products Trust - Franklin Founding Funds Allocation VIP Fund: Class 2 - Q/NQ				
2017	13.094504	14.472957	10.53%	420,612
2016	11.721534	13.094504	11.71%	410,307
2015	12.662697	11.721534	-7.43%	429,614
2014	12.474214	12.662697	1.51%	352,417
2013	10.211201	12.474214	22.16%	174,639
2012	8.970568	10.211201	13.83%	27,063
Franklin Templeton Variable Insurance Products Trust - Franklin Income VIP Fund: Class 2 - Q/NQ				
2017	15.849753	17.157566	8.25%	978,869
2016	14.083020	15.849753	12.55%	953,593
2015	15.351469	14.083020	-8.26%	1,085,002
2014	14.867410	15.351469	3.26%	944,166
2013	13.220142	14.867410	12.46%	275,413
2012	11.890259	13.220142	11.18%	44,603
Franklin Templeton Variable Insurance Products Trust - Franklin Small Cap Value VIP Fund: Class 2 - Q/NQ				
2017	36.344606	39.694608	9.22%	22,528
2016	28.283730	36.344606	28.50%	22,326
2015	30.941984	28.283730	-8.59%	23,346
2014	31.171545	30.941984	-0.74%	42,441
2013	23.181387	31.171545	34.47%	45,084
2012	19.839372	23.181387	16.85%	11,895
Franklin Templeton Variable Insurance Products Trust - Templeton Global Bond VIP Fund: Class 2 - Q/NQ				
2017	9.407983	9.464831	0.60%	732,980
2016	9.259460	9.407983	1.60%	694,293
2015	9.803446	9.259460	-5.55%	680,017
2014	9.753776	9.803446	0.51%	541,175

No Additional Contract Options Elected Total - 1.30%
Variable account charges of the daily net assets of the variable account - 1.30%

Period	Beginning Value	Ending Value	Percentage Change	Units
Goldman Sachs Variable Insurance Trust - Goldman Sachs Global Trends Allocation Fund: Service Shares - Q/NQ				
2017	11.254538	12.565150	11.65%	80,901
2016	10.928357	11.254538	2.98%	67,601
2015	11.756183	10.928357	-7.04%	58,532
2014	11.458922	11.756183	2.59%	38,922
2013	10.222938	11.458922	12.09%	6,921
2012*	10.000000	10.222938	2.23%	0
Guggenheim Variable Funds - Multi-Hedge Strategies - Q/NQ				
2017	10.106621	10.342147	2.33%	178,858
2016	10.289133	10.106621	-1.77%	166,798
2015	10.235413	10.289133	0.52%	133,852
2014	9.908546	10.235413	3.30%	105,725
2013*	10.000000	9.908546	-0.91%	18,635
Invesco - Invesco V.I. Mid Cap Core Equity Fund: Series II Shares - Q/NQ				
2017	13.699818	15.503650	13.17%	112,518
2016	12.265322	13.699818	11.70%	119,696
2015	12.982605	12.265322	-5.52%	128,256
2014	12.627093	12.982605	2.82%	105,949
2013	9.958708	12.627093	26.79%	52,089
2012*	10.000000	9.958708	-0.41%	12,855
Ivy Variable Insurance Portfolios - Asset Strategy: Class II - Q/NQ				
2017	13.770342	16.075467	16.74%	578,559
2016	14.318963	13.770342	-3.83%	618,358
2015	15.828728	14.318963	-9.54%	709,161
2014	16.928545	15.828728	-6.50%	514,547
2013	13.706700	16.928545	23.51%	266,396
2012	11.653053	13.706700	17.62%	55,057
Ivy Variable Insurance Portfolios - High Income: Class II - Q/NQ				
2017	12.555031	13.219888	5.30%	560,711
2016	10.947839	12.555031	14.68%	538,351
2015	11.863786	10.947839	-7.72%	502,748
2014	11.795395	11.863786	0.58%	425,456
2013	10.815203	11.795395	9.06%	469,119
2012*	10.000000	10.815203	8.15%	59,413
Ivy Variable Insurance Portfolios - Mid Cap Growth: Class II - Q/NQ				
2017	13.390222	16.771418	25.25%	621,664
2016	12.784264	13.390222	4.74%	599,957
2015	13.747250	12.784264	-7.00%	525,005
2014	12.912192	13.747250	6.47%	390,887
2013	10.068050	12.912192	28.25%	249,548
2012*	10.000000	10.068050	0.68%	36,287
Janus Henderson VIT Flexible Bond Portfolio: Service Shares - Q/NQ				
2017	9.873813	10.072568	2.01%	1,564,357
2016	9.786097	9.873813	0.90%	1,201,945
2015*	10.000000	9.786097	-2.14%	431,638

No Additional Contract Options Elected Total - 1.30%
Variable account charges of the daily net assets of the variable account - 1.30%

Period	Beginning Value	Ending Value	Percentage Change	Units
Janus Henderson VIT Forty Portfolio: Service Shares - Q/NQ				
2017	16.132183	20.699389	28.31%	181,015
2016	16.032659	16.132183	0.62%	189,599
2015	14.511535	16.032659	10.48%	216,822
2014	13.554874	14.511535	7.06%	259,255
2013	10.492598	13.554874	29.19%	268,603
2012	8.583266	10.492598	22.24%	47,208
Janus Henderson VIT Global Technology Portfolio: Service Shares - Q/NQ				
2017	9.134377	13.065464	43.04%	921,800
2016	8.128447	9.134377	12.38%	573,445
2015	7.869904	8.128447	3.29%	541,435
2014	7.291940	7.869904	7.93%	320,221
2013	5.456761	7.291940	33.63%	109,950
2012	4.640225	5.456761	17.60%	17,031
Janus Henderson VIT Overseas Portfolio: Service Shares - Q/NQ				
2017	10.060412	12.988931	29.11%	64,575
2016	10.925377	10.060412	-7.92%	66,154
2015	12.138000	10.925377	-9.99%	79,440
2014	13.991014	12.138000	-13.24%	50,264
2013	12.403811	13.991014	12.80%	27,837
2012	11.103975	12.403811	11.71%	9,878
Lazard Retirement Series, Inc. - Lazard Retirement Emerging Markets Equity Portfolio: Service Shares - Q/NQ				
2017	8.714530	10.995094	26.17%	336,578
2016	7.309965	8.714530	19.21%	293,644
2015	9.264351	7.309965	-21.10%	205,075
2014	9.842810	9.264351	-5.88%	124,053
Lord Abbett Series Fund, Inc. - Total Return Portfolio: Class VC - Q/NQ				
2017	9.974307	10.225381	2.52%	744,450
2016*	10.000000	9.974307	-0.26%	232,702
MFS® Variable Insurance Trust - MFS New Discovery Series: Service Class - Q/NQ				
2017	13.500207	16.834036	24.69%	327,084
2016	12.571407	13.500207	7.39%	213,862
2015	13.016285	12.571407	-3.42%	191,238
2014	14.256165	13.016285	-8.70%	151,958
2013	10.228022	14.256165	39.38%	92,211
2012*	10.000000	10.228022	2.28%	5,281
MFS® Variable Insurance Trust - MFS Value Series: Service Class - Q/NQ				
2017	28.902784	33.477297	15.83%	731,908
2016	25.736921	28.902784	12.30%	643,678
2015	26.321762	25.736921	-2.22%	509,870
2014	24.199527	26.321762	8.77%	409,835
2013	18.081786	24.199527	33.83%	285,317
2012	15.809554	18.081786	14.37%	42,318

No Additional Contract Options Elected Total - 1.30%
Variable account charges of the daily net assets of the variable account - 1.30%

Period	Beginning Value	Ending Value	Percentage Change	Units
MFS® Variable Insurance Trust II - MFS International Value Portfolio: Service Class - Q/NQ				
2017	16.127752	20.188010	25.18%	1,627,492
2016	15.735157	16.127752	2.50%	1,385,400
2015	14.994719	15.735157	4.94%	990,960
2014	15.022071	14.994719	-0.18%	609,687
2013	11.924574	15.022071	25.98%	392,612
2012	10.421665	11.924574	14.42%	68,486
Morgan Stanley Variable Insurance Fund, Inc. - Global Infrastructure Portfolio: Class II - Q/NQ				
2017	9.334432	10.369174	11.09%	112,995
2016	8.225852	9.334432	13.48%	66,169
2015*	10.000000	8.225852	-17.74%	6,412
Mutual Fund and Variable Insurance Trust - Rational Insider Buying VA Fund - Q/NQ				
2017	16.884148	19.584804	16.00%	133,066
2016	15.410161	16.884148	9.57%	155,397
2015	16.818536	15.410161	-8.37%	166,426
2014	17.399171	16.818536	-3.34%	244,620
2013	13.362779	17.399171	30.21%	200,024
2012	11.040989	13.362779	21.03%	61,309
Nationwide Variable Insurance Trust - American Century NVIT Multi Cap Value Fund: Class II - Q/NQ				
2017	25.240682	27.015636	7.03%	580,000
2016	21.272530	25.240682	18.65%	553,140
2015	22.554556	21.272530	-5.68%	408,996
2014	20.232022	22.554556	11.48%	246,851
2013	15.567756	20.232022	29.96%	124,371
2012	13.782314	15.567756	12.95%	41,728
Nationwide Variable Insurance Trust - American Funds NVIT Asset Allocation Fund: Class II - Q/NQ				
2017	15.743451	17.993503	14.29%	39,890,149
2016	14.633287	15.743451	7.59%	35,293,138
2015	14.681544	14.633287	-0.33%	26,223,669
2014	14.167869	14.681544	3.63%	17,306,872
2013	11.643296	14.167869	21.68%	9,501,886
2012	10.194744	11.643296	14.21%	2,024,891
Nationwide Variable Insurance Trust - American Funds NVIT Bond Fund: Class II - Q/NQ				
2017	11.755127	11.975369	1.87%	60,552,791
2016	11.602023	11.755127	1.32%	45,033,407
2015	11.782059	11.602023	-1.53%	30,497,620
2014	11.371131	11.782059	3.61%	19,356,834
2013	11.825276	11.371131	-3.84%	10,534,892
2012	11.414478	11.825276	3.60%	2,008,735
Nationwide Variable Insurance Trust - American Funds NVIT Global Growth Fund: Class II - Q/NQ				
2017	16.147843	20.874217	29.27%	1,522,517
2016	16.329379	16.147843	-1.11%	1,425,349
2015	15.528434	16.329379	5.16%	1,123,435
2014	15.449373	15.528434	0.51%	791,677
2013	12.167775	15.449373	26.97%	447,430
2012	10.098071	12.167775	20.50%	78,307

No Additional Contract Options Elected Total - 1.30%
Variable account charges of the daily net assets of the variable account - 1.30%

Period	Beginning Value	Ending Value	Percentage Change	Units
Nationwide Variable Insurance Trust - American Funds NVIT Growth Fund: Class II - Q/NQ				
2017	16.791655	21.181094	26.14%	2,593,283
2016	15.598415	16.791655	7.65%	2,217,816
2015	14.849473	15.598415	5.04%	1,937,970
2014	13.922005	14.849473	6.66%	1,300,942
2013	10.882845	13.922005	27.93%	717,999
2012	9.392119	10.882845	15.87%	148,355
Nationwide Variable Insurance Trust - American Funds NVIT Growth-Income Fund: Class II - Q/NQ				
2017	14.749250	17.750206	20.35%	39,735,096
2016	13.451569	14.749250	9.65%	37,095,256
2015	13.482238	13.451569	-0.23%	27,214,172
2014	12.392386	13.482238	8.79%	18,579,144
2013	9.442516	12.392386	31.24%	11,083,600
2012	8.172677	9.442516	15.54%	2,659,626
Nationwide Variable Insurance Trust - BlackRock NVIT Equity Dividend Fund: Class II - Q/NQ				
2017	27.366799	31.789982	16.16%	849,415
2016	23.582043	27.366799	16.05%	409,418
2015	25.557890	23.582043	-7.73%	413,858
2014	23.772500	25.557890	7.51%	317,386
2013	17.801528	23.772500	33.54%	224,409
2012	15.263091	17.801528	16.63%	25,318
Nationwide Variable Insurance Trust - BlackRock NVIT Managed Global Allocation Fund: Class II - Q/NQ				
2017	9.430999	11.024698	16.90%	8,228,088
2016	9.278864	9.430999	1.64%	6,489,585
2015*	10.000000	9.278864	-7.21%	2,279,618
Nationwide Variable Insurance Trust - Federated NVIT High Income Bond Fund: Class I - Q/NQ				
2017	23.242121	24.490898	5.37%	139,240
2016	20.627332	23.242121	12.68%	127,834
2015	21.458525	20.627332	-3.87%	82,493
2014	21.200477	21.458525	1.22%	74,437
Nationwide Variable Insurance Trust - Neuberger Berman NVIT Multi Cap Opportunities Fund: Class II - Q/NQ				
2017	14.384844	17.713896	23.14%	152,377
2016	12.835420	14.384844	12.07%	70,656
2015	13.161469	12.835420	-2.48%	49,383
2014	12.513978	13.161469	5.17%	51,037
2013	8.833333	12.513978	41.67%	53,068
2012	7.660316	8.833333	15.31%	7,769
Nationwide Variable Insurance Trust - Neuberger Berman NVIT Socially Responsible Fund: Class II - Q/NQ				
2017	16.179428	18.902283	16.83%	205,282
2016	14.887031	16.179428	8.68%	179,177
2015	15.146489	14.887031	-1.71%	172,210
2014	13.886551	15.146489	9.07%	132,418
2013	10.154564	13.886551	36.75%	81,997
2012	9.237127	10.154564	9.93%	14,172

No Additional Contract Options Elected Total - 1.30%
Variable account charges of the daily net assets of the variable account - 1.30%

Period	Beginning Value	Ending Value	Percentage Change	Units
Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Aggressive Fund: Class II - Q/NQ				
2017	13.319781	15.750078	18.25%	311,093
2016	12.453193	13.319781	6.96%	338,983
2015	12.842453	12.453193	-3.03%	289,939
2014	12.451663	12.842453	3.14%	188,875
2013	9.743653	12.451663	27.79%	58,807
2012	8.499356	9.743653	14.64%	4,585
Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Balanced Fund: Class II - Q/NQ				
2017	12.979469	14.355133	10.60%	30,871,345
2016	12.392966	12.979469	4.73%	30,345,298
2015	12.690633	12.392966	-2.35%	26,939,217
2014	12.327993	12.690633	2.94%	21,557,476
2013	10.893639	12.327993	13.17%	13,731,866
2012	9.938199	10.893639	9.61%	4,163,199
Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Capital Appreciation Fund: Class II - Q/NQ				
2017	13.342302	15.250834	14.30%	712,948
2016	12.595360	13.342302	5.93%	691,751
2015	12.933092	12.595360	-2.61%	668,335
2014	12.515531	12.933092	3.34%	482,383
2013	10.458384	12.515531	19.67%	37,853
2012	9.324356	10.458384	12.16%	7,767
Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Conservative Fund: Class II - Q/NQ				
2017	12.103767	12.706472	4.98%	5,714,690
2016	11.722026	12.103767	3.26%	5,676,837
2015	11.964218	11.722026	-2.02%	4,641,554
2014	11.730417	11.964218	1.99%	3,643,442
2013	11.326218	11.730417	3.57%	2,640,340
2012	10.675245	11.326218	6.10%	720,334
Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Managed Growth & Income Fund: Class II - Q/NQ				
2017	10.753745	12.181625	13.28%	20,323,409
2016	10.321485	10.753745	4.19%	19,811,582
2015	10.926615	10.321485	-5.54%	17,522,465
2014	10.825854	10.926615	0.93%	12,387,229
2013*	10.000000	10.825854	8.26%	3,454,396
Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Managed Growth Fund: Class II - Q/NQ				
2017	10.759508	12.509431	16.26%	39,650,323
2016	10.263252	10.759508	4.84%	37,387,247
2015	10.931527	10.263252	-6.11%	33,181,152
2014	10.964383	10.931527	-0.30%	22,714,955
2013*	10.000000	10.964383	9.64%	6,518,199

No Additional Contract Options Elected Total - 1.30%
Variable account charges of the daily net assets of the variable account - 1.30%

Period	Beginning Value	Ending Value	Percentage Change	Units
Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Moderate Fund: Class II - Q/NQ				
2017	13.194055	14.842214	12.49%	9,909,960
2016	12.523394	13.194055	5.36%	10,188,687
2015	12.825049	12.523394	-2.35%	10,642,043
2014	12.426087	12.825049	3.21%	9,732,578
2013	10.686963	12.426087	16.27%	8,759,479
2012	9.636061	10.686963	10.91%	562,998
Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Moderately Aggressive Fund: Class II - Q/NQ				
2017	13.279313	15.475540	16.54%	455,936
2016	12.504478	13.279313	6.20%	498,709
2015	12.863113	12.504478	-2.79%	425,229
2014	12.463956	12.863113	3.20%	289,206
2013	10.161260	12.463956	22.66%	147,184
2012	8.984882	10.161260	13.09%	5,187
Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Moderately Conservative Fund: Class II - Q/NQ				
2017	12.780176	13.861507	8.46%	7,993,544
2016	12.215391	12.780176	4.62%	7,919,322
2015	12.509532	12.215391	-2.35%	6,647,730
2014	12.177203	12.509532	2.73%	5,494,818
2013	11.091106	12.177203	9.79%	3,826,109
2012	10.211873	11.091106	8.61%	1,150,497
Nationwide Variable Insurance Trust - NVIT Core Bond Fund: Class II - Q/NQ				
2017	12.508297	12.862143	2.83%	965,443
2016	12.068542	12.508297	3.64%	620,420
2015	12.336118	12.068542	-2.17%	565,343
2014	11.939941	12.336118	3.32%	134,193
2013	12.360305	11.939941	-3.40%	58,315
2012	11.651623	12.360305	6.08%	8,697
Nationwide Variable Insurance Trust - NVIT Core Plus Bond Fund: Class II - Q/NQ				
2017	13.387989	13.712184	2.42%	668,817
2016	13.125979	13.387989	2.00%	574,301
2015	13.368004	13.125979	-1.81%	489,406
2014	12.913677	13.368004	3.52%	390,588
2013	13.357432	12.913677	-3.32%	196,635
2012	12.634477	13.357432	5.72%	61,011
Nationwide Variable Insurance Trust - NVIT DFA Capital Appreciation Fund: Class II - Q/NQ				
2017	12.129861	14.113893	16.36%	44,925
2016	11.032835	12.129861	9.94%	18,389
2015	11.542787	11.032835	-4.42%	8,442
Nationwide Variable Insurance Trust - NVIT DFA Moderate Fund: Class II - Q/NQ				
2017	11.666589	13.108147	12.36%	45,821
2016	10.866903	11.666589	7.36%	37,927
2015	11.207456	10.866903	-3.04%	24,480

No Additional Contract Options Elected Total - 1.30%
Variable account charges of the daily net assets of the variable account - 1.30%

Period	Beginning Value	Ending Value	Percentage Change	Units
Nationwide Variable Insurance Trust - NVIT Emerging Markets Fund: Class II - Q/NQ				
2017	26.176121	36.487247	39.39%	113,715
2016	24.674670	26.176121	6.08%	95,174
2015	29.844449	24.674670	-17.32%	79,341
2014	32.075590	29.844449	-6.96%	56,757
Nationwide Variable Insurance Trust - NVIT Government Bond Fund: Class I - NQ				
2017	56.618635	57.049401	0.76%	47,777
2016	56.940028	56.618635	-0.56%	42,379
2015	57.752811	56.940028	-1.41%	30,409
2014	55.956777	57.752811	3.21%	19,016
2013	59.090227	55.956777	-5.30%	9,350
2012	58.094578	59.090227	1.71%	4,195
Nationwide Variable Insurance Trust - NVIT Government Bond Fund: Class I - Q				
2017	56.768565	57.200468	0.76%	57,729
2016	57.090816	56.768565	-0.56%	51,517
2015	57.905756	57.090816	-1.41%	35,885
2014	56.104961	57.905756	3.21%	27,670
2013	59.246711	56.104961	-5.30%	17,225
2012	58.248425	59.246711	1.71%	4,005
Nationwide Variable Insurance Trust - NVIT Government Money Market Fund: Class I - Q/NQ				
2017	25.634244	25.408539	-0.88%	1,034,588
2016	25.968963	25.634244	-1.29%	1,628,787
2015	26.310999	25.968963	-1.30%	1,399,844
2014	26.657539	26.310999	-1.30%	914,961
2013	27.008645	26.657539	-1.30%	400,628
2012	27.365352	27.008645	-1.30%	119,072
Nationwide Variable Insurance Trust - NVIT International Equity Fund: Class II - Q/NQ				
2017	8.479950	10.636178	25.43%	303,643
2016	8.537229	8.479950	-0.67%	233,047
2015	8.937541	8.537229	-4.48%	263,122
2014	9.120905	8.937541	-2.01%	160,594
2013	7.860500	9.120905	16.03%	58,722
2012	6.911842	7.860500	13.73%	14,891
Nationwide Variable Insurance Trust - NVIT International Index Fund: Class VIII - Q/NQ				
2017	9.504772	11.675954	22.84%	879,815
2016	9.579509	9.504772	-0.78%	644,361
2015	9.842403	9.579509	-2.67%	477,909
2014	10.629783	9.842403	-7.41%	309,513
2013	8.899785	10.629783	19.44%	155,335
2012	7.628054	8.899785	16.67%	12,416

No Additional Contract Options Elected Total - 1.30%
Variable account charges of the daily net assets of the variable account - 1.30%

Period	Beginning Value	Ending Value	Percentage Change	Units
Nationwide Variable Insurance Trust - NVIT Investor Destinations Aggressive Fund: Class II - Q/NQ				
2017	20.446358	23.900613	16.89%	161,379
2016	18.923306	20.446358	8.05%	152,073
2015	19.365849	18.923306	-2.29%	89,067
2014	18.689197	19.365849	3.62%	61,234
2013	14.880689	18.689197	25.59%	27,010
2012	13.008386	14.880689	14.39%	253
Nationwide Variable Insurance Trust - NVIT Investor Destinations Balanced Fund: Class II - Q/NQ				
2017	16.062681	17.619165	9.69%	24,410,992
2016	15.308822	16.062681	4.92%	23,419,384
2015	15.537445	15.308822	-1.47%	18,147,325
2014	15.051921	15.537445	3.23%	12,839,695
2013	13.445256	15.051921	11.95%	8,678,703
2012	12.453829	13.445256	7.96%	2,633,689
Nationwide Variable Insurance Trust - NVIT Investor Destinations Capital Appreciation Fund: Class II - Q/NQ				
2017	18.530018	20.998256	13.32%	458,566
2016	17.424857	18.530018	6.34%	424,803
2015	17.748766	17.424857	-1.82%	426,856
2014	17.091735	17.748766	3.84%	156,200
2013	14.491720	17.091735	17.94%	50,067
2012	13.080661	14.491720	10.79%	12,087
Nationwide Variable Insurance Trust - NVIT Investor Destinations Conservative Fund: Class II - Q/NQ				
2017	14.436880	15.059473	4.31%	5,440,283
2016	14.028384	14.436880	2.91%	5,270,444
2015	14.175624	14.028384	-1.04%	3,912,155
2014	13.824513	14.175624	2.54%	3,045,168
2013	13.361029	13.824513	3.47%	2,153,403
2012	12.871264	13.361029	3.81%	839,247
Nationwide Variable Insurance Trust - NVIT Investor Destinations Managed Growth & Income Fund: Class II - Q/NQ				
2017	10.741921	12.090316	12.55%	16,898,466
2016	10.295392	10.741921	4.34%	16,191,676
2015	10.780413	10.295392	-4.50%	13,964,828
2014	10.660597	10.780413	1.12%	9,583,991
2013*	10.000000	10.660597	6.61%	2,733,473
Nationwide Variable Insurance Trust - NVIT Investor Destinations Managed Growth Fund: Class II - Q/NQ				
2017	10.800929	12.469311	15.45%	36,820,015
2016	10.231625	10.800929	5.56%	33,935,369
2015	10.793271	10.231625	-5.20%	27,525,232
2014	10.749073	10.793271	0.41%	16,721,583
2013*	10.000000	10.749073	7.49%	4,364,746

No Additional Contract Options Elected Total - 1.30%
Variable account charges of the daily net assets of the variable account - 1.30%

Period	Beginning Value	Ending Value	Percentage Change	Units
Nationwide Variable Insurance Trust - NVIT Investor Destinations Moderate Fund: Class II - Q/NQ				
2017	18.043956	20.112294	11.46%	7,061,912
2016	17.062222	18.043956	5.75%	6,711,320
2015	17.344999	17.062222	-1.63%	7,164,498
2014	16.707801	17.344999	3.81%	6,061,284
2013	14.514442	16.707801	15.11%	5,502,290
2012	13.271179	14.514442	9.37%	413,304
Nationwide Variable Insurance Trust - NVIT Investor Destinations Moderately Aggressive Fund: Class II - Q/NQ				
2017	19.585756	22.556159	15.17%	441,015
2016	18.291615	19.585756	7.08%	353,092
2015	18.668782	18.291615	-2.02%	327,349
2014	18.021349	18.668782	3.59%	260,863
2013	14.919941	18.021349	20.79%	81,062
2012	13.288387	14.919941	12.28%	5,789
Nationwide Variable Insurance Trust - NVIT Investor Destinations Moderately Conservative Fund: Class II - Q/NQ				
2017	16.505393	17.792058	7.80%	5,864,453
2016	15.819996	16.505393	4.33%	5,795,431
2015	16.033270	15.819996	-1.33%	4,546,758
2014	15.509387	16.033270	3.38%	3,880,070
2013	14.221146	15.509387	9.06%	2,778,138
2012	13.336642	14.221146	6.63%	775,576
Nationwide Variable Insurance Trust - NVIT Large Cap Growth Fund: Class II - Q/NQ				
2017	23.681032	29.701051	25.42%	549,113
2016	23.220151	23.681032	1.98%	540,541
2015	22.443641	23.220151	3.46%	243,449
2014	20.945809	22.443641	7.15%	178,299
2013	15.571403	20.945809	34.51%	79,162
2012	13.322678	15.571403	16.88%	14,525
Nationwide Variable Insurance Trust - NVIT Managed American Funds Asset Allocation Fund: Class II - Q/NQ				
2017	10.280032	11.927824	16.03%	49,674,150
2016	9.594931	10.280032	7.14%	38,705,095
2015	9.944781	9.594931	-3.52%	25,244,803
2014*	10.000000	9.944781	-0.55%	8,201,525
Nationwide Variable Insurance Trust - NVIT Managed American Funds Growth-Income Fund: Class II - Q/NQ				
2017	10.887163	13.077557	20.12%	8,151,501
2016	10.023328	10.887163	8.62%	5,102,295
2015	10.140998	10.023328	-1.16%	2,342,514
2014*	10.000000	10.140998	1.41%	904,065
Nationwide Variable Insurance Trust - NVIT Mid Cap Index Fund: Class I - Q/NQ				
2017	31.274224	35.739647	14.28%	533,505
2016	26.340668	31.274224	18.73%	444,289
2015	27.381525	26.340668	-3.80%	309,689
2014	25.353753	27.381525	8.00%	208,950
2013	19.306983	25.353753	31.32%	111,999
2012	16.652215	19.306983	15.94%	22,561

No Additional Contract Options Elected Total - 1.30%
Variable account charges of the daily net assets of the variable account - 1.30%

Period	Beginning Value	Ending Value	Percentage Change	Units
Nationwide Variable Insurance Trust - NVIT Multi Sector Bond Fund: Class I - Q/NQ				
2017	18.428083	19.340795	4.95%	1,308,362
2016	17.184248	18.428083	7.24%	1,022,484
2015	17.928782	17.184248	-4.15%	943,766
2014	17.485835	17.928782	2.53%	672,111
2013	17.917617	17.485835	-2.41%	372,204
2012	16.173014	17.917617	10.79%	49,234
Nationwide Variable Insurance Trust - NVIT Multi-Manager International Growth Fund: Class II - Q/NQ				
2017	10.233039	12.679636	23.91%	262,819
2016	10.630202	10.233039	-3.74%	244,032
2015	10.841177	10.630202	-1.95%	198,471
2014	11.134515	10.841177	-2.63%	159,493
2013	9.317313	11.134515	19.50%	85,361
2012	8.171995	9.317313	14.02%	6,029
Nationwide Variable Insurance Trust - NVIT Multi-Manager International Value Fund: Class II - Q/NQ				
2017	15.295523	18.499408	20.95%	146,071
2016	14.761123	15.295523	3.62%	129,857
2015	15.800174	14.761123	-6.58%	102,310
2014	17.723427	15.800174	-10.85%	65,793
Nationwide Variable Insurance Trust - NVIT Multi-Manager Large Cap Growth Fund: Class II - Q/NQ				
2017	14.830376	19.011865	28.20%	343,118
2016	14.732003	14.830376	0.67%	298,058
2015	14.473087	14.732003	1.79%	292,711
2014	13.312694	14.473087	8.72%	210,856
2013	10.034666	13.312694	32.67%	91,713
2012	8.754200	10.034666	14.63%	19,005
Nationwide Variable Insurance Trust - NVIT Multi-Manager Large Cap Value Fund: Class II - Q/NQ				
2017	14.998075	16.929698	12.88%	371,634
2016	13.094066	14.998075	14.54%	966,538
2015	13.738665	13.094066	-4.69%	337,856
2014	12.626278	13.738665	8.81%	243,559
2013	9.474025	12.626278	33.27%	143,576
2012	8.163084	9.474025	16.06%	28,898
Nationwide Variable Insurance Trust - NVIT Multi-Manager Mid Cap Growth Fund: Class II - Q/NQ				
2017	14.930349	18.792777	25.87%	287,785
2016	14.262772	14.930349	4.68%	201,797
2015	14.500762	14.262772	-1.64%	222,480
2014	14.164867	14.500762	2.37%	101,364
2013	10.354080	14.164867	36.80%	50,832
2012	9.150703	10.354080	13.15%	10,106

No Additional Contract Options Elected Total - 1.30%
Variable account charges of the daily net assets of the variable account - 1.30%

Period	Beginning Value	Ending Value	Percentage Change	Units
Nationwide Variable Insurance Trust - NVIT Multi-Manager Mid Cap Value Fund: Class II - Q/NQ				
2017	19.404857	21.803904	12.36%	263,509
2016	16.718352	19.404857	16.07%	257,939
2015	17.441873	16.718352	-4.15%	183,343
2014	15.101350	17.441873	15.50%	86,270
2013	11.276879	15.101350	33.91%	36,169
2012	9.820513	11.276879	14.83%	11,457
Nationwide Variable Insurance Trust - NVIT Multi-Manager Small Cap Growth Fund: Class II - Q/NQ				
2017	22.610721	27.818148	23.03%	108,743
2016	21.199435	22.610721	6.66%	103,620
2015	21.365507	21.199435	-0.78%	92,489
2014	21.111083	21.365507	1.21%	52,429
2013	14.858613	21.111083	42.08%	20,876
2012	13.311867	14.858613	11.62%	5,186
Nationwide Variable Insurance Trust - NVIT Multi-Manager Small Cap Value Fund: Class II - Q/NQ				
2017	37.047779	39.768314	7.34%	82,291
2016	29.880711	37.047779	23.99%	83,445
2015	32.306150	29.880711	-7.51%	49,379
2014	30.657604	32.306150	5.38%	37,363
2013	22.182797	30.657604	38.20%	30,668
2012	18.682235	22.182797	18.74%	3,666
Nationwide Variable Insurance Trust - NVIT Multi-Manager Small Company Fund: Class II - Q/NQ				
2017	33.735956	37.693760	11.73%	58,359
2016	27.891337	33.735956	20.95%	54,682
2015	28.804598	27.891337	-3.17%	44,803
2014	29.022648	28.804598	-0.75%	27,656
2013	20.921043	29.022648	38.72%	16,354
2012	18.396109	20.921043	13.73%	4,544
Nationwide Variable Insurance Trust - NVIT Nationwide Fund: Class II - Q/NQ				
2017	22.719555	26.964991	18.69%	253,372
2016	20.707448	22.719555	9.72%	242,508
2015	20.842235	20.707448	-0.65%	240,172
2014	18.885193	20.842235	10.36%	115,281
2013	14.629438	18.885193	29.09%	63,389
2012	13.019696	14.629438	12.36%	2,183
Nationwide Variable Insurance Trust - NVIT Real Estate Fund: Class II - Q/NQ				
2017	13.960929	14.626461	4.77%	408,699
2016	13.197146	13.960929	5.79%	411,754
2015	14.173227	13.197146	-6.89%	372,241
2014	11.165751	14.173227	26.93%	352,974
2013	11.015389	11.165751	1.37%	113,817
2012	9.656214	11.015389	14.08%	33,424

No Additional Contract Options Elected Total - 1.30%
Variable account charges of the daily net assets of the variable account - 1.30%

Period	Beginning Value	Ending Value	Percentage Change	Units
Nationwide Variable Insurance Trust - NVIT S&P 500® Index Fund: Class II - Q/NQ				
2017	14.303136	17.114133	19.65%	4,304,191
2016	13.008544	14.303136	9.95%	3,566,463
2015	13.056769	13.008544	-0.37%	2,580,801
2014	11.698844	13.056769	11.61%	1,533,712
2013*	10.000000	11.698844	16.99%	426,518
Nationwide Variable Insurance Trust - NVIT Short Term Bond Fund: Class II - Q/NQ				
2017	10.494294	10.521816	0.26%	2,561,932
2016	10.373648	10.494294	1.16%	2,131,799
2015	10.546244	10.373648	-1.64%	1,503,161
2014	10.632633	10.546244	-0.81%	998,163
2013	10.761332	10.632633	-1.20%	529,410
2012	10.532312	10.761332	2.17%	93,424
Nationwide Variable Insurance Trust - NVIT Small Cap Index Fund: Class II - Q/NQ				
2017	14.528012	16.373188	12.70%	761,023
2016	12.177331	14.528012	19.30%	509,846
2015	12.970958	12.177331	-6.12%	396,592
2014	12.569682	12.970958	3.19%	245,880
2013*	10.000000	12.569682	25.70%	70,505
Nationwide Variable Insurance Trust - Templeton NVIT International Value Fund: Class I - Q/NQ				
2017	14.072567	17.045717	21.13%	897,222
2016	14.100165	14.072567	-0.20%	900,689
2015	14.866112	14.100165	-5.15%	789,738
2014	16.397851	14.866112	-9.34%	486,102
2013	13.833939	16.397851	18.53%	278,874
2012	11.723024	13.833939	18.01%	63,571
Northern Lights Variable Trust - TOPS® Managed Risk Balanced ETF Portfolio: Class 4 - Q/NQ				
2017	10.712003	11.655897	8.81%	63,937
2016	10.256266	10.712003	4.44%	70,650
2015	10.911782	10.256266	-6.01%	80,026
2014	10.765876	10.911782	1.36%	51,259
2013	10.149856	10.765876	6.07%	9,327
2012*	10.000000	10.149856	1.50%	0
Northern Lights Variable Trust - TOPS® Managed Risk Growth ETF Portfolio: Class 4 - Q/NQ				
2017	10.833490	12.546719	15.81%	318,842
2016	10.438065	10.833490	3.79%	318,811
2015	11.670056	10.438065	-10.56%	319,674
2014	11.720156	11.670056	-0.43%	17,557
2013	10.268646	11.720156	14.14%	2,250
2012*	10.000000	10.268646	2.69%	0

No Additional Contract Options Elected Total - 1.30%
Variable account charges of the daily net assets of the variable account - 1.30%

Period	Beginning Value	Ending Value	Percentage Change	Units
Northern Lights Variable Trust - TOPS® Managed Risk Moderate Growth ETF Portfolio: Class 4 - Q/NQ				
2017	11.067000	12.410889	12.14%	126,073
2016	10.593205	11.067000	4.47%	127,475
2015	11.500049	10.593205	-7.89%	126,320
2014	11.367494	11.500049	1.17%	105,885
2013	10.286304	11.367494	10.51%	17,036
2012*	10.000000	10.286304	2.86%	0
Oppenheimer Variable Account Funds - Oppenheimer Global Fund/VA: Service Shares - Q/NQ				
2017	27.790304	37.392688	34.55%	435,917
2016	28.199623	27.790304	-1.45%	359,382
2015	27.558987	28.199623	2.32%	335,544
2014	27.359465	27.558987	0.73%	239,063
Oppenheimer Variable Account Funds - Oppenheimer International Growth Fund/VA: Service Shares - Q/NQ				
2017	8.827918	11.017781	24.81%	905,131
2016	9.193527	8.827918	-3.98%	634,939
2015	9.034020	9.193527	1.77%	367,631
2014*	10.000000	9.034020	-9.66%	136,751
Oppenheimer Variable Account Funds - Oppenheimer Main Street Fund®/VA: Service Shares - Q/NQ				
2017	24.834807	28.590750	15.12%	392,014
2016	22.606814	24.834807	9.86%	383,309
2015	22.214411	22.606814	1.77%	313,453
2014	20.386676	22.214411	8.97%	184,370
2013	15.714632	20.386676	29.73%	122,726
2012	13.654221	15.714632	15.09%	33,038
Oppenheimer Variable Account Funds - Oppenheimer Main Street Small Cap Fund®/VA: Service Shares - Q/NQ				
2017	36.038505	40.519431	12.43%	196,045
2016	31.028490	36.038505	16.15%	194,356
2015	33.477218	31.028490	-7.31%	191,574
2014	30.377745	33.477218	10.20%	135,706
2013	21.886628	30.377745	38.80%	69,180
2012	18.845528	21.886628	16.14%	5,623
PIMCO Variable Insurance Trust - All Asset Portfolio: Advisor Class - Q/NQ				
2017	10.396674	11.634778	11.91%	286,892
2016	9.329288	10.396674	11.44%	297,360
2015	10.408498	9.329288	-10.37%	337,154
2014	10.497838	10.408498	-0.85%	296,589
2013	10.624494	10.497838	-1.19%	225,767
2012*	10.000000	10.624494	6.24%	91,098
PIMCO Variable Insurance Trust - Emerging Markets Bond Portfolio: Advisor Class - Q/NQ				
2017	9.867279	10.691884	8.36%	108,616
2016	8.830153	9.867279	11.75%	66,953
2015	9.163182	8.830153	-3.63%	50,065
2014	9.155270	9.163182	0.09%	45,321

No Additional Contract Options Elected Total - 1.30%
Variable account charges of the daily net assets of the variable account - 1.30%

Period	Beginning Value	Ending Value	Percentage Change	Units
PIMCO Variable Insurance Trust - Foreign Bond Portfolio (Unhedged): Advisor Class - Q/NQ				
2017	11.080258	12.110606	9.30%	53,126
2016	10.909064	11.080258	1.57%	55,923
2015	11.907130	10.909064	-8.38%	34,621
2014	12.027758	11.907130	-1.00%	36,855
2013	13.042689	12.027758	-7.78%	31,670
2012	12.557857	13.042689	3.86%	9,686
PIMCO Variable Insurance Trust - Low Duration Portfolio: Advisor Class - Q/NQ				
2017	11.455698	11.448769	-0.06%	5,765,046
2016	11.456652	11.455698	-0.01%	5,565,460
2015	11.583367	11.456652	-1.09%	4,286,825
2014	11.648781	11.583367	-0.56%	3,087,320
2013	11.829684	11.648781	-1.53%	1,911,493
2012	11.334165	11.829684	4.37%	375,967
PIMCO Variable Insurance Trust - Short-Term Portfolio: Advisor Class - Q/NQ				
2017	10.114803	10.213804	0.98%	761,179
2016*	10.000000	10.114803	1.15%	224,600
PIMCO Variable Insurance Trust - Total Return Portfolio: Advisor Class - Q/NQ				
2017	10.775420	11.148048	3.46%	5,278,018
2016	10.642012	10.775420	1.25%	4,408,473
2015	10.746116	10.642012	-0.97%	3,763,419
2014	10.452058	10.746116	2.81%	2,996,553
2013	10.811694	10.452058	-3.33%	2,220,556
2012	10.004024	10.811694	8.07%	467,986
Putnam Variable Trust - Putnam VT International Equity Fund: Class IB - Q/NQ				
2017	17.530889	21.903042	24.94%	24,024
2016	18.207858	17.530889	-3.72%	6,632
T. Rowe Price Equity Series, Inc. - T. Rowe Price Health Sciences Portfolio: II - Q/NQ				
2017	27.959682	35.133185	25.66%	526,969
2016	31.726679	27.959682	-11.87%	491,823
2015	28.580474	31.726679	11.01%	520,241
2014	22.066684	28.580474	29.52%	334,188
2013	14.854028	22.066684	48.56%	173,268
2012	11.488675	14.854028	29.29%	14,930
VanEck VIP Trust - Global Hard Assets Fund: Class S - Q/NQ				
2017	7.746583	7.495412	-3.24%	331,946
2016	5.472537	7.746583	41.55%	311,374
2015	8.353783	5.472537	-34.49%	217,715
2014	10.494193	8.353783	-20.40%	141,357
2013	9.639938	10.494193	8.86%	76,283
2012*	10.000000	9.639938	-3.60%	24,158

No Additional Contract Options Elected Total - 1.30%
Variable account charges of the daily net assets of the variable account - 1.30%

Period	Beginning Value	Ending Value	Percentage Change	Units
Wells Fargo Variable Trust - VT Small Cap Growth Fund: Class 2 - Q/NQ				
2017	24.340346	30.237241	24.23%	171,270
2016	22.887061	24.340346	6.35%	179,940
2015	23.876779	22.887061	-4.15%	174,058
2014	24.654228	23.876779	-3.15%	99,961
2013	16.626985	24.654228	48.28%	64,166
2012	15.617243	16.626985	6.47%	11,731

Maximum Additional Contract Options Elected Total - 2.30%
Variable account charges of the daily net assets of the variable account - 2.30%

Period	Beginning Value	Ending Value	Percentage Change	Units
AllianceBernstein Variable Products Series Fund, Inc. - AB VPS Dynamic Asset Allocation Portfolio: Class B - Q/NQ				
2017	10.935929	12.215597	11.70%	1,121
2016	10.828171	10.935929	1.00%	1,124
2015	11.229083	10.828171	-3.57%	1,100
2014	11.029439	11.229083	1.81%	793
AllianceBernstein Variable Products Series Fund, Inc. - AB VPS Small/Mid Cap Value Portfolio: Class B - Q/NQ				
2017	35.390435	39.022252	10.26%	4,389
2016	29.025074	35.390435	21.93%	5,573
2015	31.502257	29.025074	-7.86%	5,071
2014	29.596212	31.502257	6.44%	3,742
American Century Variable Portfolios II, Inc. - American Century VP Inflation Protection Fund: Class II - Q/NQ				
2017	12.003394	12.158690	1.29%	4,055
2016	11.768846	12.003394	1.99%	3,986
2015	12.350787	11.768846	-4.71%	530
2014	12.237727	12.350787	0.92%	0
American Century Variable Portfolios, Inc. - American Century VP Mid Cap Value Fund: Class II - Q/NQ				
2017	24.776810	26.984754	8.91%	12,669
2016	20.663964	24.776810	19.90%	8,149
2015	21.489920	20.663964	-3.84%	6,214
2014	18.922925	21.489920	13.57%	2,940
American Funds Insurance Series® - Managed Risk Asset Allocation Fund: Class P2 - Q/NQ				
2017	12.122827	13.598422	12.17%	2,566
2016	11.566074	12.122827	4.81%	2,840
2015	11.966596	11.566074	-3.35%	2,935
2014	11.902125	11.966596	0.54%	2,997
BlackRock Variable Series Funds, Inc. - BlackRock Equity Dividend V.I. Fund: Class III - Q/NQ				
2017	11.000828	12.521065	13.82%	34,505
2016	9.701121	11.000828	13.40%	32,088
2015*	10.000000	9.701121	-2.99%	11,187
BlackRock Variable Series Funds, Inc. - BlackRock Global Allocation V.I. Fund: Class III - Q/NQ				
2017	14.202778	15.779377	11.10%	120,606
2016	14.003358	14.202778	1.42%	134,382
2015	14.477997	14.003358	-3.28%	119,263
2014	14.537944	14.477997	-0.41%	22,666
BlackRock Variable Series Funds, Inc. - BlackRock High Yield V.I. Fund: Class III - Q/NQ				
2017	10.094698	10.561308	4.62%	3,107
2016	9.157763	10.094698	10.23%	8,198
2015*	10.000000	9.157763	-8.42%	6,192
BlackRock Variable Series Funds, Inc. - BlackRock Total Return V.I. Fund: Class III - Q/NQ				
2017	9.739573	9.821279	0.84%	38,732
2016	9.728982	9.739573	0.11%	28,771
2015*	10.000000	9.728982	-2.71%	9,820

Maximum Additional Contract Options Elected Total - 2.30%
Variable account charges of the daily net assets of the variable account - 2.30%

Period	Beginning Value	Ending Value	Percentage Change	Units
Columbia Funds Variable Series Trust II - Columbia VP High Yield Bond Fund: Class 2 - Q/NQ				
2017*	10.000000	10.138631	1.39%	0
Delaware VIP Trust - Delaware VIP Small Cap Value Series: Service Class - Q/NQ				
2017	14.676754	16.026281	9.19%	7,270
2016	11.459064	14.676754	28.08%	6,858
2015	12.539212	11.459064	-8.61%	5,392
2014	12.151691	12.539212	3.19%	1,043
Dreyfus Investment Portfolios - MidCap Stock Portfolio: Service Shares - Q/NQ				
2017	11.594823	13.032860	12.40%	8,693
2016	10.301026	11.594823	12.56%	7,588
2015	10.815705	10.301026	-4.76%	6,432
2014*	10.000000	10.815705	8.16%	0
Dreyfus Investment Portfolios - Small Cap Stock Index Portfolio: Service Shares - Q/NQ				
2017	36.454694	40.036550	9.83%	0
2016	29.675580	36.454694	22.84%	0
2015	31.098730	29.675580	-4.58%	0
2014	30.280069	31.098730	2.70%	0
Dreyfus Stock Index Fund, Inc.: Service Shares - Q/NQ				
2017	24.178570	28.635435	18.43%	0
2016	22.205564	24.178570	8.89%	0
2015	22.532641	22.205564	-1.45%	0
2014	20.390977	22.532641	10.50%	0
Dreyfus Variable Investment Fund - Appreciation Portfolio: Service Shares - Q/NQ				
2017	20.329303	25.228161	24.10%	747
2016	19.330858	20.329303	5.17%	1,495
2015	20.337892	19.330858	-4.95%	1,493
2014	19.305656	20.337892	5.35%	833
Eaton Vance Variable Trust - Eaton Vance VT Floating-Rate Income Fund: Initial Class - Q/NQ				
2017	10.120825	10.229092	1.07%	6,574
2016	9.507860	10.120825	6.45%	4,833
2015	9.829217	9.507860	-3.27%	4,242
2014	10.003364	9.829217	-1.74%	30
Fidelity Variable Insurance Products Fund - Fidelity VIP Freedom Fund 2010 Portfolio: Service Class 2 - Q/NQ				
2017	14.004116	15.433964	10.21%	0
2016	13.620487	14.004116	2.82%	0
2015	14.015498	13.620487	-2.82%	0
2014	13.765746	14.015498	1.81%	0
Fidelity Variable Insurance Products Fund - Fidelity VIP Freedom Fund 2020 Portfolio: Service Class 2 - Q/NQ				
2017	14.609450	16.595537	13.59%	4,736
2016	14.132356	14.609450	3.38%	4,917
2015	14.531780	14.132356	-2.75%	5,064
2014	14.220412	14.531780	2.19%	2,033

Maximum Additional Contract Options Elected Total - 2.30%
Variable account charges of the daily net assets of the variable account - 2.30%

Period	Beginning Value	Ending Value	Percentage Change	Units
Fidelity Variable Insurance Products Fund - Fidelity VIP Freedom Fund 2030 Portfolio: Service Class 2 - Q/NQ				
2017	15.316875	18.062698	17.93%	1,515
2016	14.737109	15.316875	3.93%	1,550
2015	15.164390	14.737109	-2.82%	1,581
2014	14.818510	15.164390	2.33%	0
Fidelity Variable Insurance Products Fund - VIP Balanced Portfolio: Service Class 2 - Q/NQ				
2017	10.365264	11.759783	13.45%	1,131
2016*	10.000000	10.365264	3.65%	0
Fidelity Variable Insurance Products Fund - VIP Energy Portfolio: Service Class 2 - Q/NQ				
2017	15.958809	15.160027	-5.01%	17,303
2016	12.234276	15.958809	30.44%	15,261
2015	15.801620	12.234276	-22.58%	10,232
2014	18.541012	15.801620	-14.77%	2,706
Fidelity Variable Insurance Products Fund - VIP Equity-Income Portfolio: Service Class 2 - Q/NQ				
2017	22.549468	24.819515	10.07%	3,011
2016	19.606588	22.549468	15.01%	3,121
2015	20.956449	19.606588	-6.44%	2,717
2014	19.773112	20.956449	5.98%	2,042
Fidelity Variable Insurance Products Fund - VIP Growth & Income Portfolio: Service Class 2 - Q/NQ				
2017	11.186642	12.745819	13.94%	3,601
2016*	10.000000	11.186642	11.87%	5,289
Fidelity Variable Insurance Products Fund - VIP Growth Portfolio: Service Class 2 - Q/NQ				
2017	23.133424	30.472782	31.73%	15,187
2016	23.547038	23.133424	-1.76%	13,095
2015	22.544793	23.547038	4.45%	12,747
2014	20.786323	22.544793	8.46%	9,431
Fidelity Variable Insurance Products Fund - VIP Investment Grade Bond Portfolio: Service Class 2 - Q/NQ				
2017	12.631728	12.834686	1.61%	9,456
2016	12.374165	12.631728	2.08%	9,023
2015	12.774041	12.374165	-3.13%	2,149
2014	12.379300	12.774041	3.19%	707
Fidelity Variable Insurance Products Fund - VIP Mid Cap Portfolio: Service Class 2 - Q/NQ				
2017	35.269269	41.537738	17.77%	4,976
2016	32.251778	35.269269	9.36%	4,283
2015	33.557717	32.251778	-3.89%	3,460
2014	32.393887	33.557717	3.59%	921
Fidelity Variable Insurance Products Fund - VIP Overseas Portfolio: Service Class 2 - Q/NQ				
2017	18.682431	23.728159	27.01%	15,290
2016	20.184447	18.682431	-7.44%	14,706
2015	20.000392	20.184447	0.92%	8,146
Fidelity Variable Insurance Products Fund - VIP Real Estate Portfolio: Service Class 2 - Q/NQ				
2017	11.704477	11.867368	1.39%	0

Maximum Additional Contract Options Elected Total - 2.30%
Variable account charges of the daily net assets of the variable account - 2.30%

Period	Beginning Value	Ending Value	Percentage Change	Units
Franklin Templeton Variable Insurance Products Trust - Franklin Founding Funds Allocation VIP Fund: Class 2 - Q/NQ				
2017	11.988615	13.116830	9.41%	19,887
2016	10.841127	11.988615	10.58%	16,898
2015	11.831535	10.841127	-8.37%	14,896
2014	11.774741	11.831535	0.48%	11,192
Franklin Templeton Variable Insurance Products Trust - Franklin Income VIP Fund: Class 2 - Q/NQ				
2017	14.218570	15.236342	7.16%	68,525
2016	12.762552	14.218570	11.41%	111,412
2015	14.054530	12.762552	-9.19%	84,732
2014	13.750694	14.054530	2.21%	52,659
Franklin Templeton Variable Insurance Products Trust - Franklin Small Cap Value VIP Fund: Class 2 - Q/NQ				
2017	33.915516	36.667453	8.11%	0
2016	26.662597	33.915516	27.20%	0
2015	29.467188	26.662597	-9.52%	0
2014	29.989828	29.467188	-1.74%	0
Franklin Templeton Variable Insurance Products Trust - Templeton Global Bond VIP Fund: Class 2 - Q/NQ				
2017	9.063204	9.025852	-0.41%	19,026
2016	9.011170	9.063204	0.58%	18,927
2015	9.638269	9.011170	-6.51%	14,225
2014	9.687601	9.638269	-0.51%	11,558
Goldman Sachs Variable Insurance Trust - Goldman Sachs Global Trends Allocation Fund: Service Shares - Q/NQ				
2017	10.732568	11.861386	10.52%	0
2016	10.527852	10.732568	1.94%	0
2015	11.441315	10.527852	-7.98%	0
2014	11.266161	11.441315	1.55%	0
Guggenheim Variable Funds - Multi-Hedge Strategies - Q/NQ				
2017	9.736305	9.862552	1.30%	12,472
2016	10.013304	9.736305	-2.77%	11,928
2015	10.062981	10.013304	-0.49%	7,570
2014	9.841309	10.062981	2.25%	909
Invesco - Invesco V.I. Mid Cap Core Equity Fund: Series II Shares - Q/NQ				
2017	13.064374	14.635239	12.02%	3,427
2016	11.815782	13.064374	10.57%	3,328
2015	12.634847	11.815782	-6.48%	3,307
2014	12.414676	12.634847	1.77%	2,246
Ivy Variable Insurance Portfolios - Asset Strategy: Class II - Q/NQ				
2017	12.736342	14.718254	15.56%	53,262
2016	13.378976	12.736342	-4.80%	52,931
2015	14.941114	13.378976	-10.46%	51,703
2014	16.142931	14.941114	-7.44%	46,007

Maximum Additional Contract Options Elected Total - 2.30%
Variable account charges of the daily net assets of the variable account - 2.30%

Period	Beginning Value	Ending Value	Percentage Change	Units
Ivy Variable Insurance Portfolios - High Income: Class II - Q/NQ				
2017	11.972810	12.479491	4.23%	20,821
2016	10.546649	11.972810	13.52%	18,227
2015	11.546047	10.546649	-8.66%	18,225
2014	11.596963	11.546047	-0.44%	12,124
Ivy Variable Insurance Portfolios - Mid Cap Growth: Class II - Q/NQ				
2017	12.769150	15.832058	23.99%	31,908
2016	12.315745	12.769150	3.68%	25,667
2015	13.379067	12.315745	-7.95%	26,287
2014	12.695006	13.379067	5.39%	16,496
Janus Henderson VIT Flexible Bond Portfolio: Service Shares - Q/NQ				
2017	9.707725	9.803073	0.98%	6,483
2016	9.719682	9.707725	-0.12%	5,887
2015*	10.000000	9.719682	-2.80%	932
Janus Henderson VIT Forty Portfolio: Service Shares - Q/NQ				
2017	29.274839	37.183710	27.02%	0
2016	29.391194	29.274839	-0.40%	0
2015	26.874908	29.391194	9.36%	0
2014	25.360125	26.874908	5.97%	0
Janus Henderson VIT Global Technology Portfolio: Service Shares - Q/NQ				
2017	15.898251	22.510809	41.59%	12,859
2016	14.291751	15.898251	11.24%	12,211
2015	13.978786	14.291751	2.24%	12,478
2014	13.084716	13.978786	6.83%	1,186
Janus Henderson VIT Overseas Portfolio: Service Shares - Q/NQ				
2017	21.737713	27.782139	27.81%	164
2016	23.847742	21.737713	-8.85%	177
2015	26.766165	23.847742	-10.90%	163
2014	31.168507	26.766165	-14.12%	39
Lazard Retirement Series, Inc. - Lazard Retirement Emerging Markets Equity Portfolio: Service Shares - Q/NQ				
2017	8.395071	10.485136	24.90%	40,530
2016	7.113817	8.395071	18.01%	42,371
2015	9.108217	7.113817	-21.90%	31,121
2014	9.776041	9.108217	-6.83%	6,148
Lord Abbett Series Fund, Inc. - Total Return Portfolio: Class VC - Q/NQ				
2017	9.907375	10.054156	1.48%	0
2016*	10.000000	9.907375	-0.93%	0
MFS® Variable Insurance Trust - MFS New Discovery Series: Service Class - Q/NQ				
2017	12.874009	15.891106	23.44%	8,255
2016	12.110638	12.874009	6.30%	7,617
2015	12.667618	12.110638	-4.40%	7,353
2014	14.016405	12.667618	-9.62%	5,969

Maximum Additional Contract Options Elected Total - 2.30%
Variable account charges of the daily net assets of the variable account - 2.30%

Period	Beginning Value	Ending Value	Percentage Change	Units
MFS® Variable Insurance Trust - MFS Value Series: Service Class - Q/NQ				
2017	27.138015	31.115834	14.66%	9,737
2016	24.412055	27.138015	11.17%	6,479
2015	25.222353	24.412055	-3.21%	3,438
2014	23.426074	25.222353	7.67%	1,839
MFS® Variable Insurance Trust II - MFS International Value Portfolio: Service Class - Q/NQ				
2017	15.070421	18.674035	23.91%	17,481
2016	14.853587	15.070421	1.46%	11,945
2015	14.299475	14.853587	3.88%	8,455
2014	14.472182	14.299475	-1.19%	2,852
Morgan Stanley Variable Insurance Fund, Inc. - Global Infrastructure Portfolio: Class II - Q/NQ				
2017	9.177382	10.091757	9.96%	6,036
2016	8.169955	9.177382	12.33%	4,730
2015*	10.000000	8.169955	-18.30%	3,045
Mutual Fund and Variable Insurance Trust - Rational Insider Buying VA Fund - Q/NQ				
2017	15.857293	18.207971	14.82%	231
2016	14.620665	15.857293	8.46%	237
2015	16.120299	14.620665	-9.30%	222
2014	16.847611	16.120299	-4.32%	220
Nationwide Variable Insurance Trust - American Century NVIT Multi Cap Value Fund: Class II - Q/NQ				
2017	23.346029	24.735379	5.95%	1,382
2016	19.876500	23.346029	17.46%	1,327
2015	21.290168	19.876500	-6.64%	548
2014	19.293268	21.290168	10.35%	421
Nationwide Variable Insurance Trust - American Funds NVIT Asset Allocation Fund: Class II - Q/NQ				
2017	14.123039	15.978508	13.14%	212,561
2016	13.261105	14.123039	6.50%	201,119
2015	13.441022	13.261105	-1.34%	164,119
2014	13.103534	13.441022	2.58%	74,397
Nationwide Variable Insurance Trust - American Funds NVIT Bond Fund: Class II - Q/NQ				
2017	10.545408	10.634444	0.84%	90,750
2016	10.514297	10.545408	0.30%	74,727
2015	10.786745	10.514297	-2.53%	52,954
2014	10.517076	10.786745	2.56%	16,808
Nationwide Variable Insurance Trust - American Funds NVIT Global Growth Fund: Class II - Q/NQ				
2017	14.485800	18.536706	27.96%	34,048
2016	14.798155	14.485800	-2.11%	19,917
2015	14.216354	14.798155	4.09%	16,020
2014	14.288769	14.216354	-0.51%	13,285
Nationwide Variable Insurance Trust - American Funds NVIT Growth Fund: Class II - Q/NQ				
2017	15.063180	18.808978	24.87%	54,976
2016	14.135551	15.063180	6.56%	47,141
2015	13.594589	14.135551	3.98%	19,634
2014	12.875954	13.594589	5.58%	12,427

Maximum Additional Contract Options Elected Total - 2.30%
Variable account charges of the daily net assets of the variable account - 2.30%

Period	Beginning Value	Ending Value	Percentage Change	Units
Nationwide Variable Insurance Trust - American Funds NVIT Growth-Income Fund: Class II - Q/NQ				
2017	13.366541	15.923753	19.13%	84,823
2016	12.314903	13.366541	8.54%	82,690
2015	12.469336	12.314903	-1.24%	63,688
2014	11.578662	12.469336	7.69%	21,971
Nationwide Variable Insurance Trust - BlackRock NVIT Equity Dividend Fund: Class II - Q/NQ				
2017	23.761015	27.322710	14.99%	9,905
2016	20.683891	23.761015	14.88%	8,067
2015	22.646487	20.683891	-8.67%	6,134
2014	21.280109	22.646487	6.42%	3,562
Nationwide Variable Insurance Trust - BlackRock NVIT Managed Global Allocation Fund: Class II - Q/NQ				
2017	9.291255	10.751675	15.72%	30,949
2016	9.234673	9.291255	0.61%	28,732
2015*	10.000000	9.234673	-7.65%	13,054
Nationwide Variable Insurance Trust - Federated NVIT High Income Bond Fund: Class I - Q/NQ				
2017	19.442862	20.280556	4.31%	6,455
2016	17.431559	19.442862	11.54%	6,216
2015	18.319658	17.431559	-4.85%	6,100
2014	18.284617	18.319658	0.19%	1,138
Nationwide Variable Insurance Trust - Neuberger Berman NVIT Multi Cap Opportunities Fund: Class II - Q/NQ				
2017	13.169768	16.053891	21.90%	922
2016	11.871131	13.169768	10.94%	0
2015	12.297300	11.871131	-3.47%	0
2014	11.812024	12.297300	4.11%	0
Nationwide Variable Insurance Trust - Neuberger Berman NVIT Socially Responsible Fund: Class II - Q/NQ				
2017	14.812903	17.131047	15.65%	2,080
2016	13.768757	14.812903	7.58%	2,120
2015	14.152121	13.768757	-2.71%	2,146
2014	13.107685	14.152121	7.97%	0
Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Aggressive Fund: Class II - Q/NQ				
2017	12.194694	14.274111	17.05%	470
2016	11.517663	12.194694	5.88%	922
2015	11.999294	11.517663	-4.01%	885
2014	11.753265	11.999294	2.09%	860
Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Balanced Fund: Class II - Q/NQ				
2017	11.883333	13.010088	9.48%	39,906
2016	11.462165	11.883333	3.67%	42,249
2015	11.857644	11.462165	-3.34%	51,251
2014	11.636713	11.857644	1.90%	41,811
Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Capital Appreciation Fund: Class II - Q/NQ				
2017	12.215484	13.821839	13.15%	13,437
2016	11.649313	12.215484	4.86%	12,788
2015	12.084148	11.649313	-3.60%	8,301
2014	11.813692	12.084148	2.29%	2,930

Maximum Additional Contract Options Elected Total - 2.30%
Variable account charges of the daily net assets of the variable account - 2.30%

Period	Beginning Value	Ending Value	Percentage Change	Units
Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Conservative Fund: Class II - Q/NQ				
2017	11.081688	11.515987	3.92%	149
2016	10.841711	11.081688	2.21%	145
2015	11.178998	10.841711	-3.02%	149
2014	11.072718	11.178998	0.96%	148
Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Managed Growth & Income Fund: Class II - Q/NQ				
2017	10.359730	11.616784	12.13%	19,337
2016	10.044769	10.359730	3.14%	19,280
2015	10.742558	10.044769	-6.50%	19,380
2014	10.752440	10.742558	-0.09%	6,562
Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Managed Growth Fund: Class II - Q/NQ				
2017	10.365248	11.929372	15.09%	52,844
2016	9.988070	10.365248	3.78%	53,681
2015	10.747369	9.988070	-7.06%	68,696
2014	10.890029	10.747369	-1.31%	44,451
Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Moderate Fund: Class II - Q/NQ				
2017	12.079846	13.451584	11.36%	18,657
2016	11.582838	12.079846	4.29%	21,068
2015	11.983267	11.582838	-3.34%	19,528
2014	11.729330	11.983267	2.16%	8,352
Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Moderately Aggressive Fund: Class II - Q/NQ				
2017	12.157718	14.025371	15.36%	65,472
2016	11.565174	12.157718	5.12%	65,479
2015	12.018682	11.565174	-3.77%	65,469
2014	11.764943	12.018682	2.16%	52,945
Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Moderately Conservative Fund: Class II - Q/NQ				
2017	11.700927	12.562755	7.37%	24,041
2016	11.297981	11.700927	3.57%	21,941
2015	11.688490	11.297981	-3.34%	21,945
2014	11.494427	11.688490	1.69%	19,049
Nationwide Variable Insurance Trust - NVIT Core Bond Fund: Class II - Q/NQ				
2017	11.452132	11.657129	1.79%	1,048
2016	11.162271	11.452132	2.60%	910
2015	11.526562	11.162271	-3.16%	0
2014	11.270571	11.526562	2.27%	0
Nationwide Variable Insurance Trust - NVIT Core Plus Bond Fund: Class II - Q/NQ				
2017	12.257573	12.427573	1.39%	1,819
2016	12.140339	12.257573	0.97%	1,682
2015	12.490763	12.140339	-2.81%	1,715
2014	12.189741	12.490763	2.47%	1,203
Nationwide Variable Insurance Trust - NVIT DFA Capital Appreciation Fund: Class II - Q/NQ				
2017	11.685412	13.459463	15.18%	1,030
2016	10.737038	11.685412	8.83%	0
2015	11.348347	10.737038	-5.39%	0

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Variable account charges of the daily net assets of the variable account - 2.30%

Period	Beginning Value	Ending Value	Percentage Change	Units
Nationwide Variable Insurance Trust - NVIT DFA Moderate Fund: Class II - Q/NQ				
2017	11.239134	12.500352	11.22%	0
2016	10.575576	11.239134	6.27%	0
2015	11.018675	10.575576	-4.02%	0
Nationwide Variable Insurance Trust - NVIT Emerging Markets Fund: Class II - Q/NQ				
2017	23.720560	32.730891	37.99%	1,458
2016	22.588078	23.720560	5.01%	1,514
2015	27.600690	22.588078	-18.16%	1,398
2014	29.967920	27.600690	-7.90%	1,229
Nationwide Variable Insurance Trust - NVIT Government Bond Fund: Class I - Q/NQ				
2017	11.281150	11.252131	-0.26%	4,270
2016	11.460991	11.281150	-1.57%	3,895
2015	11.743590	11.460991	-2.41%	3,037
2014	11.494837	11.743590	2.16%	0
Nationwide Variable Insurance Trust - NVIT Government Money Market Fund: Class I - Q/NQ				
2017	8.420868	8.262388	-1.88%	10,916
2016	8.617901	8.420868	-2.29%	10,554
2015	8.820785	8.617901	-2.30%	11,067
2014	9.028432	8.820785	-2.30%	0
Nationwide Variable Insurance Trust - NVIT International Equity Fund: Class II - Q/NQ				
2017	7.763604	9.639394	24.16%	2,308
2016	7.895826	7.763604	-1.67%	2,396
2015	8.350721	7.895826	-5.45%	984
2014	8.609305	8.350721	-3.00%	953
Nationwide Variable Insurance Trust - NVIT International Index Fund: Class VIII - Q/NQ				
2017	8.526172	10.368080	21.60%	2,286
2016	8.680936	8.526172	-1.78%	1,129
2015	9.010508	8.680936	-3.66%	1,047
2014	9.830994	9.010508	-8.35%	1,031
Nationwide Variable Insurance Trust - NVIT Investor Destinations Aggressive Fund: Class II - Q/NQ				
2017	22.807280	26.391187	15.71%	6,906
2016	21.323753	22.807280	6.96%	14,949
2015	22.045835	21.323753	-3.28%	13,484
2014	21.493317	22.045835	2.57%	0
Nationwide Variable Insurance Trust - NVIT Investor Destinations Balanced Fund: Class II - Q/NQ				
2017	14.856768	16.131804	8.58%	9,426
2016	14.303997	14.856768	3.86%	9,843
2015	14.666217	14.303997	-2.47%	17,943
2014	14.353336	14.666217	2.18%	11,174
Nationwide Variable Insurance Trust - NVIT Investor Destinations Capital Appreciation Fund: Class II - Q/NQ				
2017	17.138988	19.225801	12.18%	78,096
2016	16.281254	17.138988	5.27%	79,546
2015	16.753676	16.281254	-2.82%	76,337
2014	16.298607	16.753676	2.79%	69,631

Maximum Additional Contract Options Elected Total - 2.30%
Variable account charges of the daily net assets of the variable account - 2.30%

Period	Beginning Value	Ending Value	Percentage Change	Units
Nationwide Variable Insurance Trust - NVIT Investor Destinations Conservative Fund: Class II - Q/NQ				
2017	12.762213	13.178098	3.26%	18,113
2016	12.527670	12.762213	1.87%	8,630
2015	12.788741	12.527670	-2.04%	0
2014	12.599630	12.788741	1.50%	0
Nationwide Variable Insurance Trust - NVIT Investor Destinations Managed Growth & Income Fund: Class II - Q/NQ				
2017	10.348341	11.529703	11.42%	6,112
2016	10.019375	10.348341	3.28%	3,701
2015	10.598807	10.019375	-5.47%	3,603
2014	10.588302	10.598807	0.10%	1,988
Nationwide Variable Insurance Trust - NVIT Investor Destinations Managed Growth Fund: Class II - Q/NQ				
2017	10.405190	11.891147	14.28%	66,612
2016	9.957330	10.405190	4.50%	14,110
2015	10.611462	9.957330	-6.16%	14,529
2014	10.676193	10.611462	-0.61%	9,587
Nationwide Variable Insurance Trust - NVIT Investor Destinations Moderate Fund: Class II - Q/NQ				
2017	17.940753	19.795313	10.34%	28,247
2016	17.137756	17.940753	4.69%	27,611
2015	17.600125	17.137756	-2.63%	26,498
2014	17.127076	17.600125	2.76%	19,156
Nationwide Variable Insurance Trust - NVIT Investor Destinations Moderately Aggressive Fund: Class II - Q/NQ				
2017	20.750885	23.656661	14.00%	7,657
2016	19.577522	20.750885	5.99%	7,657
2015	20.185772	19.577522	-3.01%	17,591
2014	19.685183	20.185772	2.54%	17,399
Nationwide Variable Insurance Trust - NVIT Investor Destinations Moderately Conservative Fund: Class II - Q/NQ				
2017	15.395496	16.428018	6.71%	8,183
2016	14.906771	15.395496	3.28%	8,129
2015	15.262382	14.906771	-2.33%	6,811
2014	14.914797	15.262382	2.33%	3,954
Nationwide Variable Insurance Trust - NVIT Large Cap Growth Fund: Class II - Q/NQ				
2017	21.903449	27.194290	24.16%	8,831
2016	21.696358	21.903449	0.95%	8,589
2015	21.185453	21.696358	2.41%	3,020
2014	19.973956	21.185453	6.07%	2,936
Nationwide Variable Insurance Trust - NVIT Managed American Funds Asset Allocation Fund: Class II - Q/NQ				
2017	10.025388	11.514913	14.86%	69,383
2016	9.452743	10.025388	6.06%	60,262
2015	9.897707	9.452743	-4.50%	50,296
2014*	10.000000	9.897707	-1.02%	29,505

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Variable account charges of the daily net assets of the variable account - 2.30%

Period	Beginning Value	Ending Value	Percentage Change	Units
Nationwide Variable Insurance Trust - NVIT Managed American Funds Growth-Income Fund: Class II - Q/NQ				
2017	10.617481	12.624852	18.91%	18,100
2016	9.874788	10.617481	7.52%	14,126
2015	10.093001	9.874788	-2.16%	10,845
2014*	10.000000	10.093001	0.93%	6,405
Nationwide Variable Insurance Trust - NVIT Mid Cap Index Fund: Class I - Q/NQ				
2017	34.544444	39.078146	13.12%	12,005
2016	29.391794	34.544444	17.53%	6,021
2015	30.865983	29.391794	-4.78%	5,016
2014	28.872720	30.865983	6.90%	4,942
Nationwide Variable Insurance Trust - NVIT Multi Sector Bond Fund: Class I - Q/NQ				
2017	13.978710	14.522855	3.89%	8,420
2016	13.168214	13.978710	6.15%	5,734
2015	13.879403	13.168214	-5.12%	5,788
2014	13.675061	13.879403	1.49%	2,149
Nationwide Variable Insurance Trust - NVIT Multi-Manager International Growth Fund: Class II - Q/NQ				
2017	9.368660	11.491415	22.66%	0
2016	9.831632	9.368660	-4.71%	0
2015	10.129433	9.831632	-2.94%	0
2014	10.510044	10.129433	-3.62%	0
Nationwide Variable Insurance Trust - NVIT Multi-Manager International Value Fund: Class II - Q/NQ				
2017	13.307968	15.933026	19.73%	0
2016	12.974106	13.307968	2.57%	0
2015	14.029631	12.974106	-7.52%	0
2014	15.898567	14.029631	-11.76%	0
Nationwide Variable Insurance Trust - NVIT Multi-Manager Large Cap Growth Fund: Class II - Q/NQ				
2017	13.577939	17.230613	26.90%	5,853
2016	13.625530	13.577939	-0.35%	6,555
2015	13.523072	13.625530	0.76%	5,310
2014	12.566157	13.523072	7.62%	466
Nationwide Variable Insurance Trust - NVIT Multi-Manager Large Cap Value Fund: Class II - Q/NQ				
2017	13.731250	15.343201	11.74%	5,519
2016	12.110392	13.731250	13.38%	6,968
2015	12.836678	12.110392	-5.66%	6,757
2014	11.918075	12.836678	7.71%	2,133
Nationwide Variable Insurance Trust - NVIT Multi-Manager Mid Cap Growth Fund: Class II - Q/NQ				
2017	13.669296	17.031783	24.60%	4,250
2016	13.191374	13.669296	3.62%	3,706
2015	13.548800	13.191374	-2.64%	1,296
2014	13.370464	13.548800	1.33%	467

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Period	Beginning Value	Ending Value	Percentage Change	Units
Nationwide Variable Insurance Trust - NVIT Multi-Manager Mid Cap Value Fund: Class II - Q/NQ				
2017	17.766065	19.760916	11.23%	2,144
2016	15.462607	17.766065	14.90%	2,479
2015	16.296941	15.462607	-5.12%	780
2014	14.254428	16.296941	14.33%	555
Nationwide Variable Insurance Trust - NVIT Multi-Manager Small Cap Growth Fund: Class II - Q/NQ				
2017	21.227412	25.852557	21.79%	1,284
2016	20.105594	21.227412	5.58%	1,291
2015	20.470546	20.105594	-1.78%	378
2014	20.433844	20.470546	0.18%	175
Nationwide Variable Insurance Trust - NVIT Multi-Manager Small Cap Value Fund: Class II - Q/NQ				
2017	34.597653	36.763129	6.26%	1,553
2016	28.189252	34.597653	22.73%	561
2015	30.789469	28.189252	-8.45%	530
2014	29.517377	30.789469	4.31%	115
Nationwide Variable Insurance Trust - NVIT Multi-Manager Small Company Fund: Class II - Q/NQ				
2017	31.143145	34.445309	10.60%	351
2016	26.010401	31.143145	19.73%	229
2015	27.137101	26.010401	-4.15%	250
2014	27.622459	27.137101	-1.76%	234
Nationwide Variable Insurance Trust - NVIT Nationwide Fund: Class II - Q/NQ				
2017	21.468930	25.223413	17.49%	0
2016	19.767251	21.468930	8.61%	0
2015	20.099590	19.767251	-1.65%	0
2014	18.398691	20.099590	9.24%	0
Nationwide Variable Insurance Trust - NVIT Real Estate Fund: Class II - Q/NQ				
2017	12.781484	13.255574	3.71%	42,236
2016	12.205434	12.781484	4.72%	35,925
2015	13.242372	12.205434	-7.83%	32,069
2014	10.539067	13.242372	25.65%	15,138
Nationwide Variable Insurance Trust - NVIT S&P 500® Index Fund: Class II - Q/NQ				
2017	13.779199	16.320770	18.44%	111,193
2016	12.659902	13.779199	8.84%	89,474
2015	12.836900	12.659902	-1.38%	37,186
2014	11.619549	12.836900	10.48%	22,387
Nationwide Variable Insurance Trust - NVIT Short Term Bond Fund: Class II - Q/NQ				
2017	9.608074	9.535930	-0.75%	19,960
2016	9.594573	9.608074	0.14%	19,583
2015	9.854059	9.594573	-2.63%	17,258
2014	10.036467	9.854059	-1.82%	1,766

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Variable account charges of the daily net assets of the variable account - 2.30%

Period	Beginning Value	Ending Value	Percentage Change	Units
Nationwide Variable Insurance Trust - NVIT Small Cap Index Fund: Class II - Q/NQ				
2017	13.995779	15.614047	11.56%	25,617
2016	11.850902	13.995779	18.10%	15,253
2015	12.752522	11.850902	-7.07%	10,117
2014	12.484524	12.752522	2.15%	4,911
Nationwide Variable Insurance Trust - Templeton NVIT International Value Fund: Class I - Q/NQ				
2017	13.015772	15.606487	19.90%	5,946
2016	13.174454	13.015772	-1.20%	5,770
2015	14.032396	13.174454	-6.11%	5,350
2014	15.636773	14.032396	-10.26%	3,715
Northern Lights Variable Trust - TOPS® Managed Risk Balanced ETF Portfolio: Class 4 - Q/NQ				
2017	10.267854	11.059764	7.71%	2,582
2016	9.931343	10.267854	3.39%	3,308
2015	10.674288	9.931343	-6.96%	19,642
2014	10.639360	10.674288	0.33%	15,039
Northern Lights Variable Trust - TOPS® Managed Risk Growth ETF Portfolio: Class 4 - Q/NQ				
2017	10.384287	11.905038	14.64%	0
2016	10.107364	10.384287	2.74%	0
2015	11.416062	10.107364	-11.46%	0
2014	11.582445	11.416062	-1.44%	0
Northern Lights Variable Trust - TOPS® Managed Risk Moderate Growth ETF Portfolio: Class 4 - Q/NQ				
2017	10.608109	11.776136	11.01%	0
2016	10.257593	10.608109	3.42%	0
2015	11.249753	10.257593	-8.82%	0
2014	11.233926	11.249753	0.14%	0
Oppenheimer Variable Account Funds - Oppenheimer Global Fund/VA: Service Shares - Q/NQ				
2017	26.776394	35.664817	33.19%	9,373
2016	27.448158	26.776394	-2.45%	14,005
2015	27.099198	27.448158	1.29%	11,786
2014	27.178412	27.099198	-0.29%	5,280
Oppenheimer Variable Account Funds - Oppenheimer International Growth Fund/VA: Service Shares - Q/NQ				
2017	8.591453	10.614404	23.55%	20,201
2016	9.038578	8.591453	-4.95%	17,957
2015	8.972701	9.038578	0.73%	16,805
2014*	10.000000	8.972701	-10.27%	11,828
Oppenheimer Variable Account Funds - Oppenheimer Main Street Fund®/VA: Service Shares - Q/NQ				
2017	23.376771	26.640465	13.96%	4,734
2016	21.496713	23.376771	8.75%	4,195
2015	21.339780	21.496713	0.74%	3,650
2014	19.784433	21.339780	7.86%	3,522

Maximum Additional Contract Options Elected Total - 2.30%
Variable account charges of the daily net assets of the variable account - 2.30%

Period	Beginning Value	Ending Value	Percentage Change	Units
Oppenheimer Variable Account Funds - Oppenheimer Main Street Small Cap Fund®/VA: Service Shares - Q/NQ				
2017	34.119901	37.974817	11.30%	9,937
2016	29.676310	34.119901	14.97%	8,596
2015	32.346173	29.676310	-8.25%	7,565
2014	29.651819	32.346173	9.09%	5,906
PIMCO Variable Insurance Trust - All Asset Portfolio: Advisor Class - Q/NQ				
2017	9.914414	10.983050	10.78%	4,364
2016	8.987299	9.914414	10.32%	4,362
2015	10.129661	8.987299	-11.28%	4,519
2014	10.321188	10.129661	-1.86%	4,337
PIMCO Variable Insurance Trust - Emerging Markets Bond Portfolio: Advisor Class - Q/NQ				
2017	9.505468	10.195769	7.26%	6,945
2016	8.593193	9.505468	10.62%	2,843
2015	9.008555	8.593193	-4.61%	222
2014	9.092908	9.008555	-0.93%	209
PIMCO Variable Insurance Trust - Foreign Bond Portfolio (Unhedged): Advisor Class - Q/NQ				
2017	10.248186	11.087993	8.19%	4,716
2016	10.192831	10.248186	0.54%	2,498
2015	11.239250	10.192831	-9.31%	2,462
2014	11.469321	11.239250	-2.01%	1,470
PIMCO Variable Insurance Trust - Low Duration Portfolio: Advisor Class - Q/NQ				
2017	10.595451	10.482050	-1.07%	15,556
2016	10.704493	10.595451	-1.02%	11,957
2015	10.933666	10.704493	-2.10%	7,409
2014	11.107934	10.933666	-1.57%	5,090
PIMCO Variable Insurance Trust - Short-Term Portfolio: Advisor Class - Q/NQ				
2017	10.046079	10.041901	-0.04%	0
2016*	10.000000	10.046079	0.46%	0
PIMCO Variable Insurance Trust - Total Return Portfolio: Advisor Class - Q/NQ				
2017	10.171590	10.417010	2.41%	33,141
2016	10.148203	10.171590	0.23%	38,281
2015	10.352363	10.148203	-1.97%	31,370
2014	10.172145	10.352363	1.77%	21,055
Putnam Variable Trust - Putnam VT International Equity Fund: Class IB - Q/NQ				
2017	15.253079	18.864741	23.68%	0
2016	16.003834	15.253079	-4.69%	0
T. Rowe Price Equity Series, Inc. - T. Rowe Price Health Sciences Portfolio: II - Q/NQ				
2017	26.126936	32.498694	24.39%	19,886
2016	29.949762	26.126936	-12.76%	18,061
2015	27.255890	29.949762	9.88%	10,791
2014	21.259170	27.255890	28.21%	5,512

Maximum Additional Contract Options Elected Total - 2.30%
Variable account charges of the daily net assets of the variable account - 2.30%

Period	Beginning Value	Ending Value	Percentage Change	Units
VanEck VIP Trust - Global Hard Assets Fund: Class S - Q/NQ				
2017	7.386883	7.075181	-4.22%	9,131
2016	5.271669	7.386883	40.12%	6,233
2015	8.129764	5.271669	-35.16%	6,239
2014	10.317543	8.129764	-21.20%	2,834
Wells Fargo Variable Trust - VT Small Cap Growth Fund: Class 2 - Q/NQ				
2017	21.513078	26.455146	22.97%	8,221
2016	20.435059	21.513078	5.28%	7,250
2015	21.537047	20.435059	-5.12%	7,826
2014	22.466058	21.537047	-4.14%	4,053

Appendix C: Contract Types and Tax Information

Types of Contracts

The contracts described in this prospectus are classified according to the tax treatment to which they are subject under the Internal Revenue Code (the "Code"). Following is a general description of the various contract types. Eligibility requirements, tax benefits (if any), limitations, and other features of the contracts will differ depending on contract type.

Non-Qualified Contracts

A non-qualified contract is a contract that does not qualify for certain tax benefits under the Code, such as deductibility of purchase payments, and which is not an IRA, Roth IRA, SEP IRA, Simple IRA, or tax sheltered annuity.

Upon the death of the owner of a non-qualified contract, mandatory distribution requirements are imposed to ensure distribution of the entire balance in the contract within a required period.

Non-qualified contracts that are owned by natural persons allow the deferral of taxation on the income earned in the contract until it is distributed or deemed to be distributed. Non-qualified contracts that are owned by non-natural persons, such as trusts, corporations, and partnerships are generally subject to current income tax on the income earned inside the contract, unless the non-natural person owns the contract as an agent of a natural person.

Charitable Remainder Trusts

Charitable Remainder Trusts are trusts that meet the requirements of Section 664 of the Code. Non-Qualified Contracts that are issued to Charitable Remainder Trusts will differ from other Non-Qualified Contracts in three respects:

(1) Waiver of sales charges. In addition to any sales load waivers included in the contract, Charitable Remainder Trusts may also withdraw the difference between:

  (a) the contract value on the day before the withdrawal; and

  (b) the total amount of purchase payments made to the contract (less an adjustment for amounts surrendered).

(2) Contract ownership at annuitization. On the annuitization date, if the contract owner is a Charitable Remainder Trust, the Charitable Remainder Trust will continue to be the contract owner and the annuitant will NOT become the contract owner.

(3) Recipient of death benefit proceeds. With respect to the death benefit proceeds, if the contract owner is a Charitable Remainder Trust, the death benefit is payable to the Charitable Remainder Trust. Any designation in conflict with the Charitable Remainder Trust's right to the death benefit will be void.

While these provisions are intended to facilitate a Charitable Remainder Trust's ownership of this contract, the rules governing Charitable Remainder Trusts are numerous and complex. A Charitable Remainder Trust that is considering purchasing this contract should seek the advice of a qualified tax and/or financial advisor prior to purchasing the contract. An annuity that has a Charitable Remainder Trust endorsement is not a Charitable Remainder Trust; the endorsement is merely to facilitate ownership of the contract by a Charitable Remainder Trust.

Individual Retirement Annuities (IRAs)

IRAs are contracts that satisfy the provisions of Section 408(b) of the Code, including the following requirements:

- the contract is not transferable by the owner;
- the premiums are not fixed;
- if the contract owner is younger than age 50, the annual premium cannot exceed $5,500; if the contract owner is age 50 or older, the annual premium cannot exceed $6,500 (although rollovers of greater amounts from Qualified Plans, Tax Sheltered Annuities, certain 457 governmental plans, and other IRAs can be received);
- certain minimum distribution requirements must be satisfied after the owner attains the age of 70½;
- the entire interest of the owner in the contract is nonforfeitable; and
- after the death of the owner, additional distribution requirements may be imposed to ensure distribution of the entire balance in the contract within the statutory period of time.

Depending on the circumstance of the owner, all or a portion of the contributions made to the account may be deducted for federal income tax purposes.

IRAs may receive rollover contributions from other individual retirement accounts, other individual retirement annuities, tax sheltered annuities, certain 457 governmental plans, and qualified retirement plans (including 401(k) plans).

When the owner of an IRA attains the age of 70½, the Code requires that certain minimum distributions be made. In addition, upon the death of the owner of an IRA, mandatory distribution requirements are imposed by the Code to ensure distribution of the entire contract value within the required statutory period. Due to recent changes in Treasury Regulations, the amount used to compute the mandatory distributions may exceed the contract value.

Failure to make the mandatory distributions can result in an additional penalty tax of 50% of the excess of the amount required to be distributed over the amount that was actually distributed.

For further details regarding IRAs, refer to the disclosure statement provided when the IRA was established and the annuity contract's IRA endorsement.

As used herein, the term ″individual retirement plans″ shall refer to both individual retirement annuities and individual retirement accounts that are described in Section 408 of the Code.

One-Rollover-Per-Year Limitation

A contract owner can receive a distribution from an IRA and roll it into another IRA within 60 days from the date of the distribution and not have the amount of the distribution included in taxable income. Only one rollover per year from a contract owner's IRA is allowed. The one year period begins on the date the contract owner receives the IRA distribution, and not on the date the IRA was rolled over. The Internal Revenue Service (″IRS″) has interpreted this one-rollover-per-year limitation as applying separately to each IRA a contract owner owns.

However, on March 20, 2014, the IRS issued Announcement 2014-15 in which it decided to follow the Tax Court's interpretation of the one rollover per year rule in the Bobrow case. In Bobrow, the Tax Court interpreted the one-rollover-per-year limitation as applying in the aggregate to all the IRAs that a taxpayer owns. This means that a contract owner cannot make an IRA rollover distribution if, within the previous one year period, an IRA rollover distribution was taken from any other IRAs owned. Also, rollovers between an individual's Roth IRAs would prevent a separate rollover within the 1-year period between the individual's traditional IRAs, and vice versa. The IRS began applying this new interpretation to any IRA rollover distribution that occurs on or after January 1, 2015.

Direct transfers IRA funds between IRA trustees are not subject to the one rollover per year limitation because such transfers are not considered rollover distributions. Also, a rollover from a traditional IRA to a Roth IRA (a conversion) is not subject to the one roll over per year limitation, and such a rollover is disregarded in applying the one rollover per year limitation to other rollovers.

Roth IRAs

Roth IRA contracts are contracts that satisfy the provisions of Section 408A of the Code, including the following requirements:

- the contract is not transferable by the owner;
- the premiums are not fixed;
- if the contract owner is younger than age 50, the annual premium cannot exceed $5,500; if the contract owner is age 50 or older, the annual premium cannot exceed $6,500 (although rollovers of greater amounts from other Roth IRAs and other individual retirement plans can be received);
- the entire interest of the owner in the contract is nonforfeitable; and
- after the death of the owner, certain distribution requirements may be imposed to ensure distribution of the entire balance in the contract within the statutory period of time.

A Roth IRA can receive a rollover from an individual retirement plan or another eligible retirement plan; however, the amount rolled over from the individual retirement plan or other eligible retirement plan to the Roth IRA is required to be included in the owner's federal gross income at the time of the rollover, and will be subject to federal income tax. However, a rollover or conversion of an amount from an IRA or eligible retirement plan after December 31, 2017 cannot be recharacterized back to an IRA.

For further details regarding Roth IRAs, please refer to the disclosure statement provided when the Roth IRA was established and the annuity contract's IRA endorsement.

Simplified Employee Pension IRAs (SEP IRA)

A SEP IRA is a written plan established by an employer for the benefit of employees which permits the employer to make contributions to an IRA established for the benefit of each employee.

An employee may make deductible contributions to a SEP IRA subject to the same restrictions and limitations as an IRA. In addition, the employer may make contributions to the SEP IRA, subject to dollar and percentage limitations imposed by both the Code and the written plan.

A SEP IRA plan must satisfy:

- minimum participation rules;
- top-heavy contribution rules;
- nondiscriminatory allocation rules; and
- requirements regarding a written allocation formula.

In addition, the plan cannot restrict withdrawals of non-elective contributions, and must restrict withdrawals of elective contributions before March 15th of the following year.

When the owner of a SEP IRA attains the age of 70½, the Code requires that certain minimum distributions be made. Due to recent changes in Treasury Regulations, the amount used to compute the minimum distributions may exceed the contract value. In addition, upon the death of the owner of a SEP IRA, mandatory distribution requirements are imposed by the Code to ensure distribution of the entire contract value within the required statutory period.

Simple IRAs

A Simple IRA is an Individual Retirement Annuity that is funded exclusively by a qualified salary reduction arrangement and satisfies:

- vesting requirements;
- participation requirements; and
- administrative requirements.

The funds contributed to a Simple IRA cannot be commingled with funds in other individual retirement plans or SEP IRAs.

A Simple IRA cannot receive rollover distributions except from another Simple IRA.

When the owner of a Simple IRA attains the age of 70½, the Code requires that certain minimum distributions be made. Due to recent changes in Treasury Regulations, the amount used to compute the minimum distributions may exceed the contract value. In addition, upon the death of the owner of a Simple IRA, mandatory distribution requirements are imposed by the Code to ensure distribution of the entire contract value within the required statutory period.

Investment Only (Qualified Plans)

Contracts that are owned by Qualified Plans are not intended to confer tax benefits on the beneficiaries of the plan; they are used as investment vehicles for the plan. The income tax consequences to the beneficiary of a Qualified Plan are controlled by the operation of the plan, not by operation of the assets in which the plan invests.

Beneficiaries of Qualified Plans should contact their employer and/or trustee of the plan to obtain and review the plan, trust, summary plan description and other documents for the tax and other consequences of being a participant in a Qualified Plan.

Federal Tax Considerations

Federal Income Taxes

The tax consequences of purchasing a contract described in this prospectus will depend on:

- the type of contract purchased;
- the purposes for which the contract is purchased; and
- the personal circumstances of individual investors having interests in the contracts.

Existing tax rules are subject to change, and may affect individuals differently depending on their situation. Nationwide does not guarantee the tax status of any contracts or any transactions involving the contracts.

The following is a brief summary of some of the federal income tax considerations related to the types of contracts sold in connection with this prospectus. In addition to the federal income tax, distributions from annuity contracts may be subject to state and local income taxes. Nothing in this prospectus should be considered to be tax advice. Purchasers and prospective purchasers of the contract should consult a financial consultant, tax advisor, or legal counsel to discuss the taxation and use of the contracts.

IRAs, SEP IRAs, and Simple IRAs

Distributions from IRAs, SEP IRAs, and Simple IRAs are generally taxed as ordinary income when received. If any of the amounts contributed to the Individual Retirement Annuity was non-deductible for federal income tax purposes, then a portion of each distribution is excludable from income.

If distributions of income from an IRA are made prior to the date that the owner attains the age of 59½ years, the income is subject to the regular income tax, and an additional penalty tax of 10% is generally applicable. (For Simple IRAs, the 10% penalty is increased to 25% if the distribution is made during the 2-year period beginning on the date that the individual first participated in the Simple IRA.) The 10% penalty tax can be avoided if the distribution is:

- made to a beneficiary on or after the death of the owner;
- attributable to the owner becoming disabled (as defined in the Code);
- part of a series of substantially equal periodic payments made not less frequently than annually made for the life (or life expectancy) of the owner, or the joint lives (or joint life expectancies) of the owner and his or her designated beneficiary;
- used for qualified higher education expenses; or
- used for expenses attributable to the purchase of a home for a qualified first-time buyer.

If the contract owner dies before the contract is completely distributed, the balance will be included in the contract owner's gross estate for tax purposes.

Roth IRAs

Distributions of earnings from Roth IRAs are taxable or nontaxable depending upon whether they are "qualified distributions" or "non-qualified distributions." A "qualified distribution" is one that is made after the Roth IRA has satisfied the five-year rule and meets one of the following requirements:

- it is made on or after the date on which the contract owner attains age 59½;
- it is made to a beneficiary (or the contract owner's estate) on or after the death of the contract owner;
- it is attributable to the contract owner's disability; or
- it is used for expenses attributable to the purchase of a home for a qualified first-time buyer.

The five-year rule is satisfied if a five taxable-year period has passed. The five taxable-year period begins with the first taxable year in which a contribution is made to any Roth IRA established for the owner.

A qualified distribution is not included in gross income for federal income tax purposes.

A non-qualified distribution is not includable in gross income to the extent that the distribution, when added to all previous distributions, does not exceed the total amount of contributions made to the Roth IRA. Any non-qualified distribution in excess of total contributions is includable in the contract owner's gross income as ordinary income in the year that it is distributed to the contract owner.

Special rules apply for Roth IRAs that have proceeds received from an individual retirement plan prior to January 1, 1999 if the owner elected the special four-year income averaging provisions that were in effect for 1998.

If non-qualified distributions of income from a Roth IRA are made prior to the date that the owner attains the age of 59½ years, the income is subject to both the regular income tax and an additional penalty tax of 10%. The penalty tax can be avoided if the distribution is:

- made to a beneficiary on or after the death of the owner;
- attributable to the owner becoming disabled (as defined in the Code);
- part of a series of substantially equal periodic payments made not less frequently than annually made for the life (or life expectancy) of the owner, or the joint lives (or joint life expectancies) of the owner and his or her designated beneficiary;

- for qualified higher education expenses; or
- used for expenses attributable to the purchase of a home for a qualified first-time buyer.

If the contract owner dies before the contract is completely distributed, the balance will be included in the contract owner's gross estate for tax purposes.

Non-Qualified Contracts - Natural Persons as Contract Owners

Generally, the income earned inside a non-qualified annuity contract that is owned by a natural person is not taxable until it is distributed from the contract.

Distributions before the annuitization date are taxable to the contract owner to the extent that the cash value of the contract exceeds the contract owner's investment in the contract at the time of the distribution. In general, the investment in the contract is equal to the purchase payments made with after-tax dollars reduced by any nontaxable distribution. Distributions, for this purpose, include full and partial surrenders, any portion of the contract that is assigned or pledged as collateral for a loan, amounts borrowed from the contract, or any portion of the contract that is transferred by gift. For these purposes, a transfer by gift may occur upon annuitization if the contract owner and the annuitant are not the same individual.

With respect to annuity distributions on or after the annuitization date, a portion of each annuity payment is excludable from taxable income. The amount excludable from each annuity payment is determined by multiplying the annuity payment by a fraction which is equal to the contract owner's investment in the contract, divided by the expected return on the contract. Once the entire investment in the contract is recovered, all distributions are fully includable in income. The maximum amount excludable from income is the investment in the contract. If the annuitant dies before the entire investment in the contract has been excluded from income, and as a result of the annuitant's death no more payments are due under the contract, then the unrecovered investment in the contract may be deducted on his or her final tax return.

Commencing after December 31, 2010, the Code provides that if only a portion of a non-qualified annuity contract is annuitized for either (a) a period of 10 years or greater, or (b) for the life or lives of one or more persons, then the portion of the contract that has been annuitized would be treated as if it were a separate annuity contract. This means that an annuitization date can be established for a portion of the annuity contract (rather than requiring the entire contract to be annuitized at once) and the above description of the taxation of annuity distributions after the annuitization date would apply to the portion of the contract that has been annuitized. The investment in the contract is required to be allocated pro rata between the portion of the contract that is annuitized and the portion that is not. All other benefits under the contract (e.g., death benefit) would also be reduced pro rata. For example, if 1/3 of the cash value of the contract were to be annuitized, the death benefit would also be reduced by 1/3.

In determining the taxable amount of a distribution that is made prior to the annuitization date, all annuity contracts issued after October 21, 1988 by the same company to the same contract owner during the same calendar year will be treated as one annuity contract.

A special rule applies to distributions from contracts that have investments that were made prior to August 14, 1982. For those contracts, distributions that are made prior to the annuitization date are treated first as the nontaxable recovery of the investment in the contract as of that date. A distribution in excess of the amount of the investment in the contract as of August 14, 1982, will be treated as taxable income.

The Code imposes a penalty tax if a distribution is made before the contract owner reaches age 59½. The amount of the penalty is 10% of the portion of any distribution that is includable in gross income. The penalty tax does not apply if the distribution is:

- the result of a contract owner's death;
- the result of a contract owner's disability (as defined in the Code);
- one of a series of substantially equal periodic payments made over the life (or life expectancy) of the contract owner or the joint lives (or joint life expectancies) of the contract owner and the beneficiary selected by the contract owner to receive payment under the annuity payment option selected by the contract owner; or
- is allocable to an investment in the contract before August 14, 1982.

If the contract owner dies before the contract is completely distributed, the balance will be included in the contract owner's gross estate for tax purposes.

Non-Qualified Contracts - Non-Natural Persons as Contract Owners

The previous discussion related to the taxation of non-qualified contracts owned by individuals. Different rules (the so-called "non-natural persons" rules) apply if the contract owner is not a natural person.

Generally, contracts owned by corporations, partnerships, trusts, and similar entities are not treated as annuity contracts for most purposes of the Code. Therefore, income earned under a non-qualified contract that is owned by a non-natural person is taxed as ordinary income during the taxable year in which it is earned. Taxation is not deferred, even if the income is not distributed out of the contract. The income is taxable as ordinary income, not capital gain.

The non-natural persons rules do not apply to all entity-owned contracts. For purposes of the non-natural persons rule, a contract that is owned by a non-natural person as an agent of an individual is treated as owned by the individual. This would cause the contract to be treated as an annuity under the Code, allowing tax deferral. However, this exception does not apply when the non-natural person is an employer that holds the contract under a non-qualified deferred compensation arrangement for one or more employees.

The non-natural persons rules also do not apply to contracts that are:

- acquired by the estate of a decedent by reason of the death of the decedent;
- issued in connection with certain qualified retirement plans and individual retirement plans;
- purchased by an employer upon the termination of certain qualified retirement plans; or
- immediate annuities within the meaning of Section 72(u) of the Code.

If the annuitant, who is the individual treated as owning the contract, dies before the contract is completely distributed, the balance may be included in the annuitant's gross estate for tax purposes, depending on the obligations that the non-natural owner may have owed to the annuitant.

Exchanges

As a general rule, federal income tax law treats exchanges of property in the same manner as a sale of the property. However, pursuant to Section 1035 of the Code, an annuity contract may be exchanged tax-free for another annuity contract, provided that the obligee (the person to whom the annuity obligation is owed) is the same for both contracts. If the exchange includes the receipt of other property, such as cash, in addition to another annuity contract, special rules may cause a portion of the transaction to be taxable to the extent of the value of the other property.

Tax Treatment of a Partial 1035 Exchange With Subsequent Withdrawal

In June 2011, the Internal Revenue Service issued Rev. Proc. 2011-38, which addresses the income tax consequences of the direct transfer of a portion of the cash value of an annuity contract in exchange for the issuance of a second annuity contract. Rev. Proc. 2011-38 modified and superseded prior guidance that was contained in Rev. Proc. 2008-24. A direct transfer that satisfies the revenue procedure will be treated as a tax-free exchange under Section 1035 of the Code if, for a period of at least 180 days from the date of the direct transfer, there are no distributions or surrenders from either annuity contract involved in the exchange. In addition, the 180-day period will be deemed to have been satisfied with respect to amounts received as an annuity for a period of 10 years or more, or as an annuity for the life of one or more persons. The taxation of distributions (other than distributions described in the immediately preceding sentence) received from either contract within the 180-day period will be determined using general tax principles to determine the substance of those payments. For example, they could be treated as taxable "boot" in an otherwise tax-free exchange, or as a distribution from the new contract. Rev. Proc. 2011-38 also removed numerous exceptions to the 180-day waiting period that Rev. Proc. 2008-11 provided for in its 12-month waiting period. Please discuss any tax consequences concerning any contemplated or completed transactions with a professional tax advisor.

Taxation of Lifetime Withdrawals Under the 7% Nationwide Lifetime Income Rider, Nationwide Lifetime Income Capture option, or Nationwide Lifetime Income Track option

While the tax treatment for withdrawals for benefits such as 7% Nationwide Lifetime Income Rider, Nationwide Lifetime Income Capture option, or Nationwide Lifetime Income Track option is not clear under federal tax law, Nationwide intends to treat withdrawals under these options as taxable to the extent that the cash value of the contract exceeds the contract owner's investment at the time of the withdrawal. Specifically, Nationwide intends to treat the following amount of each withdrawal as a taxable distribution:

The greater of:

(1) A–C; or

(2) B–C,

Where:

A = the contract value immediately before the withdrawal;

B = the guaranteed annual benefit amount immediately before the withdrawal; and

C = the remaining investment in the contract.

In certain circumstances, this treatment could result in the contract value being less than the investment in the contract after such a withdrawal. If the Contract Owner subsequently takes withdrawals from the contract under such circumstances, the Contract Owner would have a loss that may be deductible. If the Contract Owner purchases one of these options in an IRA, withdrawals in excess of the annual benefit amount may be required to satisfy the minimum distribution requirements under the Code. Consult a qualified tax adviser.

Same-Sex Marriages, Domestic Partnership, and Other Similar Relationships

The Treasury issued final regulations that address what relationships are considered a marriage for federal tax purposes. The final regulations definition of marriage reflects the United States Supreme Court holdings in *Windsor and Obergefell*, as well as Rev. Proc. 2017-13.

The final regulations define the terms ″spouse″, ″husband″, ″wife″, and ″husband and wife″ to be gender neutral so that such terms can apply equally to same sex couples and opposite sex couples. The regulations adopt the ″place of celebration″ rule to determine marital status for federal tax purposes. A marriage of two individuals is recognized for federal tax purposes if the marriage is recognized by a state, possession, or territory of the US in which the marriage was entered into, regardless of the couples place of domicile. Also a marriage entered into in a foreign jurisdiction will be recognized for federal tax purposes if that marriage would be recognized in at least one state, possession, or territory of the US.

Finally, the regulations adopts Rev. Proc. 2013-17 holding that relationships entered into as civil unions, or registered domestic partnerships that is not denominated as marriages under state law are not marriages for federal tax purposes. Therefore, the favorable income-tax deferral options afforded by federal tax law to a married spouse under Code Sections 72 and 401(a)(9) are not available to individuals who have entered into these formal relationships.

Withholding

Pre-death distributions from the contracts are subject to federal income tax. Nationwide is required to withhold the tax from the distributions unless the contract owner requests otherwise. Under some circumstances, the Code will not permit contract owners to waive withholding. Such circumstances include:

- if the payee does not provide Nationwide with a taxpayer identification number; or
- if Nationwide receives notice from the Internal Revenue Service that the taxpayer identification number furnished by the payee is incorrect.

If a contract owner is prohibited from waiving withholding, as described above, the distribution will be subject to withholding rates established by Section 3405 of the Code and is applied against the amount of income that is distributed.

If the distribution is from a Tax Sheltered Annuity, it will be subject to mandatory 20% withholding that cannot be waived, unless:

- the distribution is made directly to another Tax Sheltered Annuity, qualified pension or profit-sharing plan described in Section 401(a), an eligible deferred compensation plan described in Section 457(b) which is maintained by an eligible employer described in section 457(e)(1)(A) or individual retirement plan; or
- the distribution satisfies the minimum distribution requirements imposed by the Code.

Non-Resident Aliens

Generally, a pre-death distribution from a contract to a non-resident alien is subject to federal income tax at a rate of 30% of the amount of income that is distributed.

Nationwide is required to withhold this amount and send it to the Internal Revenue Service. Some distributions to non-resident aliens may be subject to a lower (or no) tax if a treaty applies. In order to obtain the benefits of such a treaty, the non-resident alien must:

(1) provide Nationwide with a properly completed withholding certificate claiming the treaty benefit of a lower tax rate or exemption from tax; and

(2) provide Nationwide with an individual taxpayer identification number.

If the non-resident alien does not meet the above conditions, Nationwide will withhold 30% of income from the distribution.

Another exemption from the 30% withholding rate is available if the non-resident alien provides Nationwide with sufficient evidence that:

(1) the distribution is connected to the non-resident alien's conduct of business in the United States;

(2) the distribution is includable in the non-resident alien's gross income for United States federal income tax purposes; and

(3) provide Nationwide with a properly completed withholding certificate claiming the exemption.

Note that for the preceding exemption, the distributions would be subject to the same withholding rules that are applicable to payments to United States persons.

This prospectus does not address any tax matters that may arise by reason of application of the laws of a non-resident alien's country of citizenship and/or country of residence. Purchasers and prospective purchasers should consult a financial consultant, tax advisor or legal counsel to discuss the applicability of laws of those jurisdictions to the purchase or ownership of a contract.

FATCA

Under Sections 1471 through 1474 of the Internal Revenue Code (commonly referred to as FATCA), distributions from a contract to a foreign financial institution or to a nonfinancial foreign entity, each as described by FATCA, may be subject to United States tax withholding at a flat rate equal to 30% of the taxable amount of the distribution, irrespective of the status of any beneficial owner of the contract or of the distribution. Nationwide may require a contract owner to provide certain information or documentation (*e.g.*, Form W-9 or Form W-8BEN) to determine its withholding requirements under FATCA.

Additional Medicare Tax

Effective January 1, 2013, Section 1411 of the Code imposes a surtax of 3.8% on certain net investment income received by individuals and certain trusts and estates. The surtax is imposed on the lesser of (a) net investment income or (b) the excess of the modified adjusted gross income over a threshold amount. For individuals, the threshold amount is $250,000 (married filing jointly); $125,000 (married filing separately); or $200,000 (single, head of household with qualifying person, or qualifying widow(er) with dependent child). The threshold for an estate or trust that is subject to the surtax is generally equal to the dollar amount at which the highest tax bracket under Code Section 1(e) begins for the taxable year. For 2018, that amount is $12,500.

Modified adjusted gross income is equal to adjusted gross income with several modifications; consult with a qualified tax advisor regarding how to determine modified adjusted gross income for purposes of determining the applicability of the surtax.

Net investment income includes, but is not limited to, interest, dividends, capital gains, rent and royalty income, and income from nonqualified annuities. It may also include taxable distributions from, and gain from the sale or surrender of, life insurance contracts. Net investment income does not include, among other things, distributions from certain qualified plans (such as IRAs, Roth IRAs, and plans described in Code Sections 401(a), 401(k), 403(a), 403(b) or 457(b)); however, such distributions, to the extent that they are includible in income for federal income tax purposes, are includible in modified adjusted gross income.

Federal Estate, Gift and Generation Skipping Transfer Taxes

The following transfers may be considered a gift for federal gift tax purposes:

- a transfer of the contract from one contract owner to another; or
- a distribution to someone other than a contract owner.

Upon the contract owner's death, the value of the contract may be subject to estate taxes, even if all or a portion of the value is also subject to federal income taxes.

Section 2612 of the Code may require Nationwide to determine whether a death benefit or other distribution is a ″direct skip″ and the amount of the resulting generation skipping transfer tax, if any. A direct skip is when property is transferred to, or a death benefit or other distribution is made to:

(a) an individual who is two or more generations younger than the contract owner; or

(b) certain trusts, as described in Section 2613 of the Code (generally, trusts that have no beneficiaries who are not two or more generations younger than the contract owner).

If the contract owner is not an individual, then for this purpose only, ″contract owner″ refers to any person:

- who would be required to include the contract, death benefit, distribution, or other payment in his or her federal gross estate at his or her death; or
- who is required to report the transfer of the contract, death benefit, distribution, or other payment for federal gift tax purposes.

If a payment is subject to the generation skipping transfer tax, Nationwide may be required to deduct the amount of the transfer tax from the death benefit, distribution or other payment, and remit it directly to the Internal Revenue Service.

Charge for Tax

Nationwide is not required to maintain a capital gain reserve liability on non-qualified contracts. If tax laws change requiring a reserve, Nationwide may implement and adjust a tax charge.

Diversification

Code Section 817(h) contains rules on diversification requirements for variable annuity contracts. A variable annuity contract that does not meet these diversification requirements will not be treated as an annuity, unless:

- the failure to diversify was accidental;
- the failure is corrected; and
- a fine is paid to the Internal Revenue Service.

The amount of the fine will be the amount of tax that would have been paid by the contract owner if the income, for the period the contract was not diversified, had been received by the contract owner.

If the violation is not corrected, the contract owner will be considered the owner of the underlying securities and will be taxed on the earnings of his or her contract. Nationwide believes that the investments underlying this contract meet these diversification requirements.

Representatives of the Internal Revenue Service have informally suggested, from time to time, that the number of underlying mutual funds available or the number of transfer opportunities available under a variable product may be relevant in determining whether the product qualifies for the desired tax treatment. In 2003, the Internal Revenue Service issued formal guidance, in Revenue Ruling 2003-91, indicating that if the number of underlying mutual funds available in a variable insurance product does not exceed 20, the number of underlying mutual funds alone would not cause the contract to fail to qualify for the desired tax treatment. The Internal Revenue Service has also indicated that exceeding 20 investment options may be considered a factor, along with other factors including the number of transfer opportunities available under the contract, when determining whether the contract qualifies for the desired tax treatment. The revenue ruling did not indicate the actual number of underlying mutual funds that would cause the contract to not provide the desired tax treatment. Should the U.S. Secretary of the Treasury issue additional rules or regulations limiting the number of underlying mutual funds, transfers between underlying mutual funds, exchanges of underlying mutual funds or changes in investment objectives of underlying mutual funds such that the contract would no longer qualify for tax deferred treatment under Section 72 of the Code, Nationwide will take whatever steps are available to remain in compliance.

Based on the above, the contract should be treated as an annuity contract for federal income tax purposes.

Required Distributions

The Code requires that certain distributions be made from the contracts issued in conjunction with this prospectus. Following is an overview of the required distribution rules applicable to each type of contract. Consult a qualified tax or financial advisor for more specific required distribution information.

If the Contract Owner purchases the 7% Nationwide Lifetime Income Rider, Nationwide Lifetime Income Capture option, or Nationwide Lifetime Income Track option, withdrawals in excess of the annual benefit amount may be required to satisfy the minimum distribution requirements under the Code. Consult a qualified tax adviser.

Required Distributions – General Information

In general, a beneficiary is an individual or other entity that the contract owner designates to receive death proceeds upon the contract owner's death. The distribution rules in the Code make a distinction between ″beneficiary″ and ″designated beneficiary″ when determining the life expectancy that may be used for payments that are made from IRAs, SEP IRAs, Simple IRAs, Roth IRAs and Tax Sheltered Annuities after the death of the contract owner, or that are made from non-qualified contracts after the death of the contract owner. A designated beneficiary is a natural person who is designated by the contract owner as the beneficiary under the contract. Non-natural beneficiaries (e.g. charities or certain trusts) are not designated beneficiaries for the purpose of required distributions and the life expectancy of such a beneficiary is zero.

Life expectancies and joint life expectancies will be determined in accordance with the relevant guidance provided by the Internal Revenue Service and the Treasury Department, including but not limited to Treasury Regulation 1.72-9 and Treasury Regulation 1.401(a)(9)-9.

Required distributions paid upon the death of the contract owner are paid to the beneficiary or beneficiaries stipulated by the contract owner. How quickly the distributions must be made may be determined with respect to the life expectancies of the beneficiaries. For non-qualified contracts, the beneficiaries used in the determination of the distribution period are those in effect on the date of the contract owner's death. For contracts other than non-qualified contracts, the beneficiaries used in the determination of the distribution period do not have to be determined until September 30 of the year following the contract owner's death. If there is more than one beneficiary, the life expectancy of the beneficiary with the shortest life expectancy is used to determine the distribution period. Any beneficiary that is not a designated beneficiary has a life expectancy of zero.

Required Distributions for Non-Qualified Contracts

Code Section 72(s) requires Nationwide to make certain distributions when a contract owner dies. The following distributions will be made in accordance with the following requirements:

(1) If any contract owner dies on or after the annuitization date and before the entire interest in the contract has been distributed, then the remaining interest must be distributed at least as rapidly as the distribution method in effect on the contract owner's death.

(2) If any contract owner dies before the annuitization date, then the entire interest in the contract (consisting of either the death benefit or the contract value reduced by charges set forth elsewhere in the contract) must be distributed within five years of the contract owner's death, provided however:

   (a) any interest payable to or for the benefit of a designated beneficiary may be distributed over the life of the designated beneficiary or over a period not longer than the life expectancy of the designated beneficiary. Payments must begin within one year of the contract owner's death unless otherwise permitted by federal income tax regulations; and

   (b) if the designated beneficiary is the surviving spouse of the deceased contract owner, the spouse can choose to become the contract owner instead of receiving a death benefit. Any distributions required under these distribution rules will be made upon that spouse's death.

In the event that the contract owner is not a natural person (e.g., a trust or corporation), but is acting as an agent for a natural person, for purposes of these distribution provisions:

(a) the death of the annuitant will be treated as the death of a contract owner;

(b) any change of annuitant will be treated as the death of a contract owner; and

(c) in either case, the appropriate distribution will be made upon the death or change, as the case may be.

These distribution provisions do not apply to any contract exempt from Section 72(s) of the Code by reason of Section 72(s)(5) or any other law or rule.

Required Distributions for IRAs, SEP IRAs, Simple IRAs, and Roth IRAs

Distributions from IRA, SEP IRA, or Simple IRA must begin no later than April 1 of the calendar year following the calendar year in which the contract owner reaches age 70½. Distributions may be paid in a lump sum or in substantially equal payments over:

(a) the life of the contract owner or the joint lives of the contract owner and the contract owner's designated beneficiary; or

(b) a period not longer than the period determined under the table in Treasury Regulation 1.401(a)(9)-9, which is the deemed joint life expectancy of the contract owner and a person 10 years younger than the contract owner. If the designated beneficiary is the spouse of the contract owner, the period may not exceed the longer of the period determined under such table or the joint life expectancy of the contract owner and the contract owner's spouse, determined in accordance with Treasury Regulation 1.72-9, or such additional guidance as may be provided pursuant to Treasury Regulation 1.401(a)(9)-9.

For IRAs, SEP IRAs, and Simple IRAs, required distributions do not have to be withdrawn from this contract if they are being withdrawn from another IRA, SEP IRA, or Simple IRA of the contract owner.

If the contract owner's entire interest in IRA, SEP IRA, or Simple IRA will be distributed in equal or substantially equal payments over a period described in (a) or (b) above, the payments must begin on or before the required beginning date. The required beginning date is April 1 of the calendar year following the calendar year in which the contract owner reaches age 70½. The rules for Roth IRAs do not require distributions to begin during the contract owner's lifetime, therefore, the required beginning date is not applicable to Roth IRAs.

Due to recent changes in Treasury Regulations, the amount used to compute the minimum distribution requirement may exceed the contract value.

If the contract owner dies before the required beginning date (in the case of IRA, SEP IRA, or Simple IRA) or before the entire contract value is distributed (in the case of a Roth IRA), any remaining interest in the contract must be distributed over a period not exceeding the applicable distribution period, which is determined as follows:

(a) if the designated beneficiary is the contract owner's spouse, the applicable distribution period is the surviving spouse's remaining life expectancy using the surviving spouse's birthday for each distribution calendar year after the calendar year of the contract owner's death. For calendar years after the death of the contract owner's surviving spouse, the applicable distribution period is the spouse's remaining life expectancy using the spouse's age in the calendar year of the spouse's death, reduced by one for each calendar year that elapsed since the calendar year immediately following the calendar year of the spouse's death;

(b) if the designated beneficiary is not the contract owner's surviving spouse, the applicable distribution period is the designated beneficiary's remaining life expectancy using the designated beneficiary's birthday in the calendar year immediately following the calendar year of the contract owner's death, reduced by one for each calendar year that elapsed thereafter; and

(c) if there is no designated beneficiary, the entire balance of the contract must be distributed by December 31 of the fifth year following the contract owner's death.

If the contract owner dies on or after the required beginning date, the interest in the IRA, SEP IRA, or Simple IRA must be distributed over a period not exceeding the applicable distribution period, which is determined as follows:

(a) if the designated beneficiary is the contract owner's spouse, the applicable distribution period is the surviving spouse's remaining life expectancy using the surviving spouse's birthday for each distribution calendar year after the calendar year of the contract owner's death. For calendar years after the death of the contract owner's surviving spouse, the applicable distribution period is the greater of (a) the contract owner's remaining life expectancy using the contract owner's birthday in the calendar year of the contract owner's death, reduced by one for each year thereafter; or (b) the spouse's remaining life expectancy using the spouse's age in the calendar year of the spouse's death, reduced by one for each calendar year that elapsed since the calendar year immediately following the calendar year of the spouse's death;

(b) if the designated beneficiary is not the contract owner's surviving spouse, the applicable distribution period is the greater of (a) the contract owner's remaining life expectancy using the contract owner's birthday in the calendar year of the contract owner's death, reduced by one for each year thereafter; or (b) the designated beneficiary's remaining life expectancy using the designated beneficiary's birthday in the calendar year immediately following the calendar year of the contract owner's death, reduced by one for each calendar year that elapsed thereafter; and

(c) if there is no designated beneficiary, the applicable distribution period is the contract owner's remaining life expectancy using the contract owner's birthday in the calendar year of the contract owner's death, reduced by one for each year thereafter.

If distribution requirements are not met, a penalty tax of 50% is levied on the difference between the amount that should have been distributed for that year and the amount that actually was distributed for that year.

For IRAs, SEP IRAs, and Simple IRAs, all or a portion of each distribution will be included in the recipient's gross income and taxed at ordinary income tax rates. The portion of a distribution that is taxable is based on the ratio between the amount by which non-deductible purchase payments exceed prior non-taxable distributions and total account balances at the time of the distribution. The owner of an IRA, SEP IRA, or Simple IRA must annually report the amount of non-deductible purchase payments, the amount of any distribution, the amount by which non-deductible purchase payments for all years exceed non taxable distributions for all years, and the total balance of all IRAs, SEP IRAs, or Simple IRAs.

Distributions from Roth IRAs may be either taxable or nontaxable, depending upon whether they are ″qualified distributions″ or ″non-qualified distributions.″

Tax Changes

The foregoing tax information is based on Nationwide's understanding of federal tax laws. It is NOT intended as tax advice. All information is subject to change without notice. You should consult with your personal tax and/or financial advisor for more information.

In 2001, the Economic Growth and Tax Relief Reconciliation Act (EGTRRA) was enacted. EGTRRA made numerous changes to the Code, including the following:

- generally lowering federal income tax rates;
- increasing the amounts that may be contributed to various retirement plans, such as individual retirement plans, Tax Sheltered Annuities, and Qualified Plans;
- increasing the portability of various retirement plans by permitting individual retirement plans, Tax Sheltered Annuities, Qualified Plans and certain governmental 457 plans to ″roll″ money from one plan to another;
- eliminating and/or reducing the highest federal estate tax rates;
- increasing the estate tax credit; and
- for persons dying after 2009, repealing the estate tax.

In 2006, the Pension Protection Act of 2006 made permanent the EGTRRA provisions noted above that increase the amounts that may be contributed to various retirement plans and that expanded the portability of various retirement plans. However, all of the other changes resulting from EGTRRA were scheduled to ″sunset,″ or become ineffective, after December 31, 2010 unless they were extended by additional legislation. The American Taxpayer Relief Act (ATRA) was enacted on January 1, 2013 and made permanent the lower federal income tax rates established under EGTRRA, except for individuals with taxable income above $400,000 ($450,000 for married couples) whose tax rate will revert to the pre-EGTRRA tax rate of 39.6%. ATRA also permanently provides for a maximum federal estate tax rate of 40% with an annually inflation-adjusted $5 million exclusion for estates of persons dying after December 31, 2012. Consult a qualified tax or financial advisor for further information relating to these and other tax issues.

H.R. 1, the Tax Cuts and Jobs Act (the ″Act″) was enacted on December 22, 2017. The Act made numerous changes to the Code effective January 1, 2018, including the following:

- Lowered the federal individual and corporate income tax rates;

- Doubled the federal estate and gift tax exclusion amount to $10 million;
- Eliminated the ability to recharacterize the rollover or conversion of amounts from IRAs or eligible retirement plans to a Roth IRA.

State Taxation

The tax rules across the various states and localities are not uniform and therefore are not discussed in this prospectus. Tax rules that may apply to contracts issued in U.S. territories such as Puerto Rico and Guam are also not discussed. Purchasers and prospective purchasers should consult a financial consultant, tax advisor or legal counsel to discuss the taxation and use of the contracts.

Appendix D: 7% Nationwide Lifetime Income Rider's Non-Lifetime Withdrawal Examples

Example of a Non-Lifetime Withdrawal taken before the 10th Contract Anniversary*

The purpose of this example is to show the calculations used to determine the Current Income Benefit Base if a Non-Lifetime Withdrawal is taken before the 10th Contract Anniversary. This example assumes the following:

Initial Purchase Payment on Contract Issue Date:	$100,000
Original Income Benefit Base:	$100,000
Subsequent Purchase Payment in the 2nd Contract Year:	$ 15,000
Non-Lifetime Withdrawal Amount taken during the 5th Contract Year:	$ 20,000
Contract Value on Date of Non-Lifetime Withdrawal (prior to the Non-Lifetime Withdrawal) **:	$120,000
Current Income Benefit Base on Date of Non-Lifetime Withdrawal**:	$138,000
Subsequent Purchase Payment in the 5th Contract Year and after the Non-Lifetime Withdrawal:	$ 30,000
Contract Value on 6th Contract Anniversary**:	$140,000

If a $20,000 Non-Lifetime Withdrawal is taken during the 5th Contract Year, the Current Income Benefit Base on the 6th Contract Anniversary will equal the greatest of:

1) Proportional Reduction to the Current Income Benefit Base

$$= \frac{\text{Non-Lifetime Withdrawal Amount}}{\text{Contract Value (on date of Non-Lifetime Withdrawal)}} \text{ X } \text{Current Income Benefit Base prior to Non-Lifetime Withdrawal}$$

$$= \frac{\$20{,}000}{\$120{,}000} \text{ X } \$138{,}000$$

$$= \$23{,}000$$

The Current Income Benefit Base of $138,000 is reduced by $23,000 resulting in the proportionally reduced Current Income Benefit Base of $**115,000.**

2) The highest Contract Value on any Contract Anniversary after the Non-Lifetime Withdrawal. Here, the Contract Value on the 6th Contract Anniversary is **$140,000**.

3.a) Proportional Reduction to the Original Income Benefit Base

$$= \frac{\text{Non-Lifetime Withdrawal Amount}}{\text{Contract Value (on date of Non-Lifetime Withdrawal)}} \text{ X } \text{Original Income Benefit Base}$$

$$= \frac{\$20{,}000}{\$120{,}000} \text{ X } \$100{,}000$$

$$= \$16{,}667$$

The Original Income Benefit Base of $100,000 is reduced by $16,667 resulting in the Adjusted Roll-up Income Benefit Base of $83,333. The Adjusted Roll-up Income Benefit Base is increased by the 7% simple interest roll-up for each attained Contract Anniversary resulting in the Adjusted Roll-up Income Benefit Base with roll-up of *$118,333*.

PLUS

3.b) Proportional Reduction to Subsequent Purchase Payment in the 2nd Contract Year

$$= \frac{\text{Non-Lifetime Withdrawal Amount}}{\text{Contract Value (on date of Non-Lifetime Withdrawal)}} \text{ X } \text{Subsequent Purchase Payment in the 2nd Contract Year}$$

$$= \frac{\$20{,}000}{\$120{,}000} \text{ X } \$15{,}000$$

$$= \$2{,}500$$

The subsequent purchase payment in the 2nd Contract Year of $15,000 is reduced by $2,500 resulting in the proportionally reduced subsequent purchase payment of $12,500. This is increased by 7% simple interest roll-up from the date of the subsequent purchase payment for each attained Contract Anniversary resulting in *$16,438*.

PLUS

3.c) Subsequent purchase payment after Non-Lifetime Withdrawal of $30,000 increased by 7% simple interest roll-up from the date of the subsequent purchase payment for each attained Contract Anniversary resulting in *$33,150.*
The Adjusted Roll-up Income Benefit Base with roll-up PLUS the subsequent purchase payment in the 2nd Contract Year with roll-up PLUS the subsequent purchase payment after the Non-Lifetime Withdrawal with roll-up would equal **$167,921**.

Since the Adjusted Roll-up Income Benefit Base with roll-up and subsequent purchase payments with roll-up are the greatest, the Contract Owner's Current Income Benefit Base on the 6th Contract Anniversary would be **$167,921**.

* All numbers are rounded to the nearest whole number

** Contract Value and Current Income Benefit Base are hypothetical and for example purposes only

Example of a Non-Lifetime Withdrawal taken after the 10th Contract Anniversary*

The purpose of this example is to show the calculations used to determine the Current Income Benefit Base if a Non-Lifetime Withdrawal is taken after the 10th Contract Anniversary. This example assumes the following:

Initial Purchase Payment on Contract Issue Date:	$100,000
Original Income Benefit Base:	$100,000
Subsequent Payment on the 1st Contract Anniversary:	$ 15,000
Subsequent Payment on the 11th Contract Anniversary:	$ 30,000
Non-Lifetime Withdrawal Amount taken during the 11th Contract Year:	$ 20,000
Contract Value on Date of Non-Lifetime Withdrawal (prior to the Non-Lifetime Withdrawal) **:	$177,698
Current Income Benefit Base on Date of Non-Lifetime Withdrawal**:	$224,450
Contract Value on 12th Contract Anniversary**:	$195,078

If a $20,000 Non-Lifetime Withdrawal is taken during the 11th Contract Year, the Current Income Benefit Base on the 12th Contract Anniversary will equal the greatest of:

1) Proportional Reduction to the Current Income Benefit Base

$$= \frac{\text{Non-Lifetime Withdrawal Amount}}{\text{Contract Value (on date of Non-Lifetime Withdrawal)}} \quad X \quad \text{Current Income Benefit Base prior to Non-Lifetime Withdrawal}$$

$$= \frac{\$20{,}000}{\$177{,}698} \quad X \quad \$224{,}450$$

$$= \$25{,}262$$

The Current Income Benefit Base of $224,450 is reduced by $25,262 resulting in the proportionally reduced Current Income Benefit Base of **$199,188.**

2) The highest Contract Value on any Contract Anniversary after the Non-Lifetime Withdrawal. Here, the Contract Value on the 12th Contract Anniversary is **$195,078**.

3.a) Proportional Reduction to the Original Income Benefit Base

$$= \frac{\text{Non-Lifetime Withdrawal Amount}}{\text{Contract Value (on date of Non-Lifetime Withdrawal)}} \quad X \quad \text{Original Income Benefit Base}$$

$$= \frac{\$20{,}000}{\$177{,}698} \quad X \quad \$100{,}000$$

$$= \$11{,}255$$

The Original Income Benefit Base of $100,000 is reduced by $11,255 resulting in the Adjusted Roll-up Income Benefit Base of $88,745. The Adjusted Roll-up Income Benefit Base is increased by the 7% simple interest roll-up for each attained Contract Anniversary resulting in the Adjusted Roll-up Income Benefit base with roll-up of *$150,866*.

PLUS

3.b) Proportional Reduction to the Subsequent Purchase Payment on the 1st Contract Anniversary

$$= \frac{\text{Non-Lifetime Withdrawal Amount}}{\text{Contract Value (on date of Non-Lifetime Withdrawal)}} \times \text{Subsequent Purchase Payment on the 1st Contract Anniversary}$$

$$= \frac{\$20{,}000}{\$177{,}698} \times \$15{,}000$$

$$= \$1{,}688$$

The subsequent purchase payment on the 1st Contract Anniversary of $15,000 is reduced by $1,688 resulting in $13,312. This is increased by 7% simple interest roll-up each year from the date of the subsequent purchase payment to the 10th Contract Anniversary resulting in *$21,699*.

PLUS

3.c) Proportional Reduction to Subsequent Purchase Payment on the 11th Contract Anniversary

$$= \frac{\text{Non-Lifetime Withdrawal Amount}}{\text{Contract Value (on date of Non-Lifetime Withdrawal)}} \times \text{Subsequent Purchase Payment on the 11th Contract Anniversary}$$

$$= \frac{\$20{,}000}{\$177{,}698} \times \$30{,}000$$

$$= \$3{,}377$$

The subsequent purchase payment on the 11th Contract Anniversary of $30,000 is reduced by $3,377 resulting in *$26,623* (Note: there is no roll-up here since it is after the 10th Contract Anniversary).

The Adjusted Roll-up Income Benefit Base with roll-up PLUS the proportional reduction to the subsequent purchase payment on the 1st Contract Anniversary with roll-up PLUS the proportional reduction to the subsequent purchase payment on the 11th Contract Anniversary with no roll-up equals **$199,188.**

Since the proportional reduction to the Current Income Benefit Base and the Adjusted Roll-up Income Benefit Base with roll-up and subsequent purchase payments with and without roll-up are equal and the greatest, the Contract Owner's Current Income Benefit Base on the 12th Contract Anniversary would be **$199,188**.

* All numbers are rounded to the nearest whole number

** Contract Value and Current Income Benefit Base are hypothetical and for example purposes only

Appendix E: Nationwide Lifetime Income Capture Option Non-Lifetime Withdrawal Examples

Example of a Non-Lifetime Withdrawal taken on or before the 15th Option Anniversary*

The purpose of this example is to show the calculations used to determine the Current Income Benefit Base, for the Option Anniversary immediately following the Non-Lifetime Withdrawal, if a Non-Lifetime Withdrawal is taken on or before the 15th Option Anniversary. This example assumes the following:

Initial Purchase Payment on Contract Issue Date:	$100,000
Original Income Benefit Base:	$100,000
Subsequent Purchase Payment in the 2nd Option Year:	$ 15,000
Non-Lifetime Withdrawal Amount taken during the 5th Option Year:	$ 20,000
Contract Value on Date of Non-Lifetime Withdrawal (prior to the Non-Lifetime Withdrawal)**:	$137,000
Highest Monthly Option Anniversary Contract Value during the Option Year and prior to the Non-Lifetime Withdrawal**:	$138,000
Highest Monthly Option Anniversary Contract Value during the Option Year and after the Non-Lifetime Withdrawal**:	$123,000
Current Income Benefit Base on Date of Non-Lifetime Withdrawal (Current Income Benefit Base on the 4th Option Anniversary)**:	$138,250
Subsequent Purchase Payment halfway into the 5th Option Year and after the Non-Lifetime Withdrawal:	$ 2,000
Contract Value on 5th Option Anniversary**:	$122,000
Roll-up Interest Rate on the 5th Option Anniversary***:	5%

If a $20,000 Non-Lifetime Withdrawal is taken during the 5th Option Year, the Current Income Benefit Base on the 5th Option Anniversary will equal the greatest of:

1) *Contract Value on the Option Anniversary*: here, the Contract Value on the Option Anniversary after the Non-Lifetime Withdrawal, the 5th Option Anniversary, is **$122,000**.

2) *Monthly Option Anniversary Contract Value*: the Monthly Option Anniversary Contract Value on the 5th Option Anniversary, which is the greater of:

2.a) Proportional Reduction to the highest Monthly Option Anniversary Contract Value during Option Year and prior to Non-Lifetime Withdrawal

$$= \frac{\text{Non-Lifetime Withdrawal Amount}}{\text{Contract Value (on date of Non-Lifetime Withdrawal)}} \times \text{Highest Monthly Option Anniversary Contract Value during the Option Year and prior to Non-Lifetime Withdrawal}$$

$$= \frac{\$20{,}000}{\$137{,}000} \times \$138{,}000$$

$$= \$20{,}146$$

The highest Monthly Option Anniversary Contract Value during the Option Year and prior to the Non-Lifetime Withdrawal of $138,000 is reduced by $20,146 resulting in *$117,854*.

OR

2.b) The highest Monthly Option Anniversary Contract Value during the Option Year and after the Non-Lifetime Withdrawal of *$123,000*.

Here, the highest Monthly Option Anniversary Contract Value during the Option Year and after the Non-Lifetime Withdrawal is greater, so the Monthly Option Anniversary Contract Value is **$123,000**.

3) *Roll-up Value*: equal to the sum of the following calculations:

3.a)	*Adjusted Current Income Benefit Base*:			
	Proportional Reduction to Current Income Benefit Base on 4th Option Anniversary =	Non-Lifetime Withdrawal Amount / Contract Value (on date of Non-Lifetime Withdrawal)	X	Current Income Benefit Base on the 4th Option Anniversary
	=	$20,000 / $137,000	X	$138,250
	=		$20,182	
	The Current Income Benefit Base on the 4th Option Anniversary of $138,250 is reduced by $20,182 resulting in the proportionally reduced Adjusted Current Income Benefit Base of *$118,068*.			
	PLUS			
3.b)	*Roll-up*: the Roll-up Interest Rate on the 5th Option Anniversary multiplied by the sum of the Adjusted Roll-up Income Benefit Base (the Original Income Benefit Base proportionally reduced for the Non-Lifetime Withdrawal) plus any subsequent purchase payments applied on or before the 4th Option Anniversary proportionally reduced for the Non-Lifetime Withdrawal:			
	=	5% X [($100,000 – (($20,000/$137,000) X $100,000)) + ($15,000 – (($20,000/$137,000) X $15,000))]		
	=	5% X [($100,000 – $14,599) + ($15,000 – $2,190)]		
	=	5% X [$85,401 + $12,810]		
	=	5% X $98,211		
	=	*$4,911*		
	PLUS			
3.c)	*Subsequent Purchase Payments with Prorated Roll-up*: The subsequent purchase payment in the 5th Option Year and after the Non-Lifetime Withdrawal of $2,000 plus a 5% roll-up prorated from the date of the subsequent purchase payment to the 5th Option Anniversary resulting in *$2,050*.			
	Here, the Roll-up Value (the sum of 3.a, $118,068, 3.b, $4,911, and 3.c, $2,050) on the 5th Option Anniversary would be **$125,029**.			
Since the Roll-up Value of $125,029 is greater than the Contract Value on the Option Anniversary and the Monthly Option Anniversary Contract Value, the Contract Owner's Current Income Benefit Base on the 5th Option Anniversary would be **$125,029**.				

* All numbers are rounded to the nearest whole number

** Contract Value and Current Income Benefit Base are hypothetical and for example purposes only

*** Roll-up Interest Rate is hypothetical and for example purposes only

Example of a Non-Lifetime Withdrawal taken after the 15th Option Anniversary*	
The purpose of this example is to show the calculations used to determine the Current Income Benefit Base, for the Option Anniversary immediately following the Non-Lifetime Withdrawal, if a Non-Lifetime Withdrawal is taken after the 15th Option Anniversary. This example assumes the following:	
Initial Purchase Payment on Contract Issue Date:	$100,000
Original Income Benefit Base:	$100,000
Current Income Benefit Base on the 15th Option Anniversary:	$220,115
Subsequent Purchase Payment in the 16th Option Year and prior to the Non-Lifetime Withdrawal:	$ 50,000
Non-Lifetime Withdrawal Amount taken during the 16th Option Year:	$ 20,000
Contract Value on Date of Non-Lifetime Withdrawal (prior to the Non-Lifetime Withdrawal)**:	$270,000
Highest Monthly Option Anniversary Contract Value during the Option Year and prior to the Non-Lifetime Withdrawal**:	$267,050
Current Income Benefit Base on Date of Non-Lifetime Withdrawal**:	$270,115
Contract Value on 16th Option Anniversary**:	$257,100

Highest Monthly Option Anniversary Contract Value during the Option Year and after the Non-Lifetime Withdrawal**:	$260,000

If a $20,000 Non-Lifetime Withdrawal is taken during the 16th Option Year, the Current Income Benefit Base on the 16th Option Anniversary will equal the greatest of:

1) *Adjusted Current Income Benefit Base*:

Proportional Reduction to the Current Income Benefit Base

$$= \frac{\text{Non-Lifetime Withdrawal Amount}}{\text{Contract Value (on date of Non-Lifetime Withdrawal)}} \quad X \quad \text{Current Income Benefit Base prior to Non-Lifetime Withdrawal}$$

$$= \frac{\$20{,}000}{\$270{,}000} \quad X \quad \$270{,}115$$

$$= \$20{,}009$$

The Current Income Benefit Base of $270,115 immediately before the Non-Lifetime Withdrawal (the Current Income Benefit Base on the 15th Option Anniversary of $220,115 plus the subsequent purchase payment in the 16th Option Year and prior to the Non-Lifetime Withdrawal of $50,000) is reduced by $20,009 resulting in the proportionally reduced Adjusted Current Income Benefit Base of **$250,106.**

2) *Contract Value on the Option Anniversary*: Here, the Contract Value on the current Option Anniversary, the 16th Option Anniversary, is **$257,100**.

3) *Monthly Option Anniversary Contract Value*: the Monthly Option Anniversary Contract Value on the 16th Option Anniversary, which is the greater of:

3.a) Proportional Reduction to the highest Monthly Option Anniversary Contract Value during Option Year and prior to Non-Lifetime Withdrawal

$$= \frac{\text{Non-Lifetime Withdrawal Amount}}{\text{Contract Value (on date of Non-Lifetime Withdrawal)}} \quad X \quad \text{Highest Monthly Option Anniversary Contract Value during the Option Year and prior to Non-Lifetime WIthdrawal}$$

$$= \frac{\$20{,}000}{\$270{,}000} \quad X \quad \$267{,}050$$

$$= \$19{,}781$$

The highest Monthly Option Anniversary Contract Value during the Option Year and prior to the Non-Lifetime Withdrawal of $267,050 is reduced by $19,781 resulting in *$247,269*.

OR

3.b) The highest Monthly Option Anniversary Contract Value during the Option Year and after the Non-Lifetime Withdrawal of *$260,000*.

Here, the highest Monthly Option Anniversary Contract Value during the Option Year and after the Non-Lifetime Withdrawal is greater, so the Monthly Option Anniversary Contract Value is **$260,000.**

Since the Monthly Option Anniversary Contract Value of $260,000 is greater than the Adjusted Current Income Benefit Base and the Contract Value on the Option Anniversary, the Contract Owner's Current Income Benefit Base on the 16th Option Anniversary would be **$260,000**.

* All numbers are rounded to the nearest whole number

** Contract Value and Current Income Benefit Base are hypothetical and for example purposes only

Appendix F: Historical Rates and Percentages

This Appendix provides historical information related to the:

- Interest Anniversary Rate for the Combination Enhanced Death Benefit III Option;
- Lifetime Withdrawal Percentages for the 7% Nationwide Lifetime Income Rider and Joint Option for the 7% Nationwide Lifetime Income Rider; and
- Lifetime Withdrawal Percentages and Attained Age Lifetime Withdrawal Percentages for the Nationwide Lifetime Income Capture option and the Joint Option for the Nationwide Lifetime Income Capture option.

For contracts with applications signed on or after May 1, 2018, rates and percentages are disclosed in the Rate Sheet Supplement that is attached to the front of this prospectus delivered to you.

Interest Anniversary Rate for the Combination Enhanced Death Benefit III Option

For contracts with applications signed before November 1, 2017:

Interest Anniversary Rate
5%

For contracts with applications signed on or after November 1, 2017 and before May 1, 2018:

Interest Anniversary Rate
3%

7% Nationwide Lifetime Income Rider and Joint Option for the 7% Nationwide Lifetime Income Rider

Contract Owner's Age (at time of first withdrawal)	For contracts with applications signed on or after April 1, 2017 and before May 1, 2018		For contracts with applications signed on or after February 1, 2016 and before April 1, 2017		For contracts with applications signed on or after August 1, 2015 and before February 1, 2016	
	7% Nationwide Lifetime Income Rider's Lifetime Withdrawal Percentage*	Joint Option for the 7% Nationwide Lifetime Income Rider's Lifetime Withdrawal Percentage*	7% Nationwide Lifetime Income Rider's Lifetime Withdrawal Percentage*	Joint Option for the 7% Nationwide Lifetime Income Rider's Lifetime Withdrawal Percentage*	7% Nationwide Lifetime Income Rider's Lifetime Withdrawal Percentage*	Joint Option for the 7% Nationwide Lifetime Income Rider's Lifetime Withdrawal Percentage*
45 up to 59½	3.35%	3.10%	3.25%	3.00%	3.15%	3.00%
59½ through 64	4.35%	4.10%	4.25%	4.00%	4.15%	3.90%
65 through 74	5.35%	5.10%	5.25%	5.00%	5.15%	4.90%
75 through 80	5.85%	5.60%	5.75%	5.50%	5.65%	5.40%
81 and older	6.35%	6.10%	6.25%	6.00%	6.15%	5.90%

* The Lifetime Withdrawal Percentage is determined based on the age of the Contract Owner at the time of the first Lifetime Withdrawal, or if the Joint Option is elected, the age of the younger spouse at the time of the first Lifetime Withdrawal. A Contract Owner will receive the greatest Lifetime Withdrawal Percentage only if he or she does not take a Lifetime Withdrawal prior to age 81.

7% Nationwide Lifetime Income Rider and Joint Option for the 7% Nationwide Lifetime Income Rider (continued)

<table>
<tr><th rowspan="2">Contract Owner's Age (at time of first withdrawal)</th><th colspan="2">For contracts issued on or after January 14, 2013, or the date of state approval (whichever is later) and for contracts with applications signed before August 1, 2015</th><th colspan="2">For contracts issued before January 14, 2013, or the date of state approval (whichever is later)</th></tr>
<tr><th>7% Nationwide Lifetime Income Rider's Lifetime Withdrawal Percentage*</th><th>Joint Option for the 7% Nationwide Lifetime Income Rider's Lifetime Withdrawal Percentage*</th><th>7% Nationwide Lifetime Income Rider's Lifetime Withdrawal Percentage*</th><th>Joint Option for the 7% Nationwide Lifetime Income Rider's Lifetime Withdrawal Percentage*</th></tr>
<tr><td>45 up to 59½</td><td>3.00%</td><td>3.00%</td><td>3.00%</td><td>3.00%</td></tr>
<tr><td>59½ through 64</td><td>4.00%</td><td>3.75%</td><td>4.00%</td><td>3.50%</td></tr>
<tr><td>65 through 74</td><td rowspan="2">5.00%</td><td rowspan="2">4.75%</td><td rowspan="2">5.00%</td><td rowspan="2">4.50%</td></tr>
<tr><td>75 through 80</td></tr>
<tr><td>81 and older</td><td>6.00%</td><td>5.75%</td><td>6.00%</td><td>5.50%</td></tr>
</table>

* The Lifetime Withdrawal Percentage is determined based on the age of the Contract Owner at the time of the first Lifetime Withdrawal, or if the Joint Option is elected, the age of the younger spouse at the time of the first Lifetime Withdrawal. A Contract Owner will receive the greatest Lifetime Withdrawal Percentage only if he or she does not take a Lifetime Withdrawal prior to age 81.

Nationwide Lifetime Income Capture option and Joint Option for the Nationwide Lifetime Income Capture option

<u>Lifetime Withdrawal Percentages</u>

Contract Owner's Age(at time of first withdrawal)	For contracts with applications signed on or after April 1, 2018 and before May 1, 2018		For contracts with applications signed on or after February 1, 2016 and before April 1, 2018	
	Nationwide Lifetime Income Capture's Lifetime Withdrawal Percentage*	Joint Option for the Nationwide Lifetime Income Capture's Lifetime Withdrawal Percentage*	Nationwide Lifetime Income Capture's Lifetime Withdrawal Percentage*	Joint Option for the Nationwide Lifetime Income Capture's Lifetime Withdrawal Percentage*
45 up to 59½	3.35%	3.10%	3.25%	3.00%
59½ through 64	4.35%	4.10%	4.25%	4.00%
65 through 74	5.35%	5.10%	5.25%	5.00%
75 through 80	5.85%	5.60%	5.75%	5.50%
81 and older	6.35%	6.10%	6.25%	6.00%

* The Lifetime Withdrawal Percentage is determined based on the age of the Contract Owner at the time of the first Lifetime Withdrawal, or if the Joint Option is elected, the age of the younger spouse at the time of the first Lifetime Withdrawal. A Contract Owner will receive the greatest Lifetime Withdrawal Percentage only if he or she does not take a Lifetime Withdrawal prior to age 81.

Lifetime Withdrawal Percentages (continued)

Contract Owner's Age(at time of first withdrawal)	For contracts with applications signed on or after August 1, 2015 and before February 1, 2016		For contracts with applications signed before August 1, 2015	
	Nationwide Lifetime Income Capture's Lifetime Withdrawal Percentage*	Joint Option for the Nationwide Lifetime Income Capture's Lifetime Withdrawal Percentage*	Nationwide Lifetime Income Capture's Lifetime Withdrawal Percentage*	Joint Option for the Nationwide Lifetime Income Capture's Lifetime Withdrawal Percentage*
45 up to 59½	3.15%	3.00%	3.00%	3.00%
59½ through 64	4.15%	3.90%	4.00%	3.75%
65 through 74	5.15%	4.90%	5.00%	4.75%
75 through 80	5.65%	5.40%	5.50%	5.25%
81 and older	6.15%	5.90%	6.00%	5.75%

* The Lifetime Withdrawal Percentage is determined based on the age of the Contract Owner at the time of the first Lifetime Withdrawal, or if the Joint Option is elected, the age of the younger spouse at the time of the first Lifetime Withdrawal. A Contract Owner will receive the greatest Lifetime Withdrawal Percentage only if he or she does not take a Lifetime Withdrawal prior to age 81.

Attained Age Lifetime Withdrawal Percentages

Contract Owner's Age(at time of first withdrawal)	For contracts with applications signed on or after April 1, 2018 and before May 1, 2018		For contracts with applications signed on or after February 1, 2016 and before April 1, 2018	
	Nationwide Lifetime Income Capture's Attained Age Lifetime Withdrawal Percentage**	Joint Option for the Nationwide Lifetime Income Capture's Attained Age Lifetime Withdrawal Percentage**	Nationwide Lifetime Income Capture's Attained Age Lifetime Withdrawal Percentage**	Joint Option for the Nationwide Lifetime Income Capture's Attained Age Lifetime Withdrawal Percentage**
45 up to 59½	3.35%	3.10%	3.25%	3.00%
59½ through 64	4.35%	4.10%	4.25%	4.00%
65 through 74	5.35%	5.10%	5.25%	5.00%
75 through 80	5.85%	5.60%	5.75%	5.50%
81 and older	6.35%	6.10%	6.25%	6.00%

** The Attained Age Lifetime Withdrawal Percentage is determined based on the age of the Contract Owner on the Option Anniversary.

Attained Age Lifetime Withdrawal Percentages (continued)

Contract Owner's Age(at time of first withdrawal)	For contracts with applications signed on or after August 1, 2015 and before February 1, 2016		For contracts with applications signed before August 1, 2015	
	Nationwide Lifetime Income Capture's Attained Age Lifetime Withdrawal Percentage**	Joint Option for the Nationwide Lifetime Income Capture's Attained Age Lifetime Withdrawal Percentage**	Nationwide Lifetime Income Capture's Attained Age Lifetime Withdrawal Percentage**	Joint Option for the Nationwide Lifetime Income Capture's Attained Age Lifetime Withdrawal Percentage**
45 up to 59½	3.15%	3.00%	3.00%	3.00%
59½ through 64	4.15%	3.90%	4.00%	3.75%
65 through 74	5.15%	4.90%	5.00%	4.75%
75 through 80	5.65%	5.40%	5.50%	5.25%
81 and older	6.15%	5.90%	6.00%	5.75%

** The Attained Age Lifetime Withdrawal Percentage is determined based on the age of the Contract Owner on the Option Anniversary.

All individuals selling this product must be licensed insurance agents and registered representatives.

Nationwide Destination [B] 2.0 is issued by Nationwide Life Insurance Company, Columbus, Ohio. The general distributor is Nationwide Investment Services Corporation, member FINRA.

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