

Nationwide[®] Options Select – New York
Prospectus dated May 1, 2008

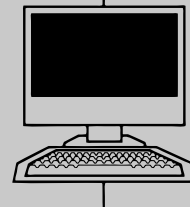
*A flexible premium variable universal life insurance policy
issued by Nationwide Life Insurance Company through
Nationwide VLI Separate Account – 7*

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Investments Retirement Insurance

**Prospectus supplement dated September 28, 2020
to the following prospectus(es):**

Nationwide YourLife Accumulation VUL - NLAIC, Marathon Performance VUL, Marathon VUL Ultra, Nationwide YourLife Protection VUL - NLAIC, Nationwide YourLife Survivorship VUL, Nationwide Protector IVUL, Nationwide Accumulator IVUL, BOA FPVUL, BOA CVUL Future (NWL), BAE Future Corporate FPVUL, Nationwide Innovator Corporate VUL, BOA Next Generation FPVUL, BOA ChoiceLife FPVUL, Nationwide YourLife Accumulation VUL - New York, Nationwide YourLife Protection VUL - New York, BOA Next Generation II FPVUL, Nationwide YourLife Survivorship VUL - New York, NLIC Options Plus, and NLIC Options Premier prospectuses dated May 1, 2020

Future Executive VUL and Next Generation Corporate VUL prospectuses dated May 1, 2019

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

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), BOA CVUL Future (NLAIC), BOA CVUL (NLAIC), Nationwide Options Select AO, Survivor Options Premier (NLAIC), and Options Premier (NLAIC) prospectuses dated May 1, 2008

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

Survivor Options VL (NLAIC) prospectus dated May 1, 2000

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

At a meeting on September 15, 2020, the Board of Trustees of Nationwide Variable Insurance Trust approved the termination of WEDGE Capital L.L.P. ("WEDGE"), as a subadviser to the Nationwide Variable Insurance Trust - NVIT Multi-Manager Mid-Cap Value Fund (the "Fund").

Effective on or about November 2, 2020 (the "Effective Date"), WEDGE will no longer serve as a subadviser to the Fund. American Century Investment Management, Inc. and Thompson, Siegel & Walmsley, LLC will continue to serve as the subadvisers to the Fund.

**Prospectus supplement dated September 9, 2020
to the following prospectus(es):**

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

BOA MSPVL, BOA MSPVL II (BOA MSPVL Future), BOA Protection FPVUL, BOA ChoiceLife Protection FPVUL, Nationwide Options Select - New York and Nationwide Options Select AO prospectuses dated May 1, 2008

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

(1) The Board of Trustees of Nationwide Variable Insurance Trust (the "Board"), on behalf of NVIT Multi-Manager Large Cap Value Fund, approved the merger of the NVIT Multi-Manager Large Cap Value Fund (the "Target Fund") into the NVIT Mellon Dynamic U.S. Equity Income Fund (the "Surviving Fund"). The merger will be effective on or about September 11, 2020 (the "Effective Date").

As of the Effective Date, the following changes apply to the policy:

- the Target Fund will no longer be available to receive transfers or new purchase payments;
- the Target Fund will transfer all or substantially all of its assets to the Surviving Fund in exchange for shares of the Surviving Fund; and
- the Surviving Fund will assume all liabilities of the Target Fund.

Accordingly, the following changes apply to the prospectus:

(1) Appendix A: Underlying Mutual Funds is amended to add the following:

Nationwide Variable Insurance Trust - NVIT Mellon Dynamic U.S. Equity Income: Class X

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Mellon Investments Corporation
Investment Objective: The fund seeks capital appreciation, and secondarily current income.

- (2) All references in the prospectus to the Target Fund are deleted and replaced with the Surviving Fund.
- (3) Appendix A: Underlying Mutual Funds is amended to remove the following Sub-account as an investment option under the policy:

Nationwide Variable Insurance Trust - NVIT Mellon Dynamic U.S. Equity Income: Class I (formerly, Nationwide Variable Insurance Trust - American Century NVIT Multi Cap Value Fund: Class I)

This sub-account is no longer available to receive transfers or new purchase payments effective September 11, 2020

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Mellon Investments Corporation
Investment Objective: The Fund seeks capital appreciation, and secondarily current income.

(2) The Board of Trustees of Nationwide Variable Insurance Trust (the "Board"), on behalf of NVIT Multi-Manager International Value Fund, approved the merger of the NVIT Multi-Manager International Value Fund (the "Target Fund") into the NVIT Columbia Overseas Value Fund (the "Surviving Fund"). The merger will be effective on or about October 16, 2020 (the "Effective Date").

As of the Effective Date, the following changes apply to the policy:

- the Target Fund will no longer be available to receive transfers or new purchase payments;
- the Target Fund will transfer all or substantially all of its assets to the Surviving Fund in exchange for shares of the Surviving Fund; and
- the Surviving Fund will assume all liabilities of the Target Fund.

Accordingly, the following changes apply to the prospectus:

- (1) Appendix A: Underlying Mutual Funds is amended to add the following:

Nationwide Variable Insurance Trust - NVIT Columbia Overseas Value Fund: Class X

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Columbia Management Investment Advisers, LLC
Investment Objective: The fund seeks to maximize total return consisting of capital appreciation and/or current income.

- (2) All references in the prospectus to the Target Fund are deleted and replaced with the Surviving Fund.
(3) Appendix A: Underlying Mutual Funds is amended to remove the following Sub-account as an investment option under the policy:

Nationwide Variable Insurance Trust - NVIT Columbia Overseas Value Fund: Class I (formerly, Nationwide Variable Insurance Trust - Templeton NVIT International Value Fund: Class I)

This sub-account is no longer available to receive transfers or new purchase payments effective October 16, 2020

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Columbia Management Investment Advisers, LLC
Investment Objective: The Fund seeks to maximize total return consisting of capital appreciation and/or current income.

(3) The Board of Trustees of Nationwide Variable Insurance Trust (the "Board"), on behalf of NVIT DFA Capital Appreciation Fund, approved the merger of the NVIT DFA Capital Appreciation Fund (the "Target Fund") into the NVIT Investor Destinations Capital Appreciation Fund (the "Surviving Fund"). The merger will be effective on or about October 23, 2020 (the "Effective Date").

As of the Effective Date, the following changes apply to the policy:

- the Target Fund will no longer be available to receive transfers or new purchase payments;
- the Target Fund will transfer all or substantially all of its assets to the Surviving Fund in exchange for shares of the Surviving Fund; and
- the Surviving Fund will assume all liabilities of the Target Fund.

All references in the prospectus to the Target Fund are deleted and replaced with the Surviving Fund.

**Prospectus supplement dated May 27, 2020
to the following prospectus(es):**

Future Executive VUL and Next Generation Corporate VUL dated May 1, 2019

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

BOA MSPVL, BOA MSPVL II (BOA MSPVL Future), BOA Protection FPVUL, BOA ChoiceLife Protection FPVUL, Waddell & Reed Advisors Select Life, Waddell & Reed Advisors Select Life II, America's marketFLEX VUL, Nationwide Options Select - New York, Survivor Options Premier (NLIC), Options Elite (NLIC), Survivor Options Elite (NLIC), BOA CVUL Future (NLAIC), BOA CVUL (NLAIC), INVESCO PCVUL, Newport PCVUL, Nationwide Options Select AO, Survivor Options Premier (NLAIC), Options Premier (NLAIC), and Options Elite (NLAIC) dated May 1, 2008

BOA SPVL, BOA Multiple Pay, BOA Last Survivor FPVUL, Multi-Flex FPVUL, and Options VL (NLAIC) dated May 1, 2002

American Capital SPVL, American Capital FPVUL, American Capital Multiple Pay, Survivor Options Plus (NLIC), Special Product (NLIC), and Survivor Options VL (NLAIC) dated May 1, 2000

SPVL and VLI (NLIC) dated May 1, 1987

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:

Risks Associated with COVID-19

In March 2020, the World Health Organization declared the COVID-19 outbreak a pandemic, which has resulted in market volatility and general economic uncertainty. To address disruptions in connection with the COVID-19 pandemic, Nationwide has implemented business continuity plans so that it can continue to provide products and services to its customers. While these efforts have been successful to date, Nationwide continues to be subject to certain risks that could negatively impact its operations, including system failures, mail delivery delays, unavailability of critical personnel due to illness or other reasons related to the pandemic, and disruptions to service providers.

Significant market volatility and negative investment returns in the market resulting from the COVID-19 pandemic could have a negative impact on returns of the underlying mutual funds in which the Separate Account invests. Additionally, prolonged current economic conditions and consumer behavior related to COVID-19 could affect the amount of sales and profitability of Nationwide's businesses and could have a negative impact on its financial condition and operations.

While we are confident in our ability to manage the financial risks related to COVID-19, the extent and duration of the risks related to the COVID-19 pandemic are unknown at this time. It is possible these risks could impact Nationwide's financial strength and claims-paying ability. There are many factors beyond Nationwide's control that cannot be mitigated or foreseen that could have a negative impact on Nationwide and the operation of the policy. Nationwide continues to monitor the economic situation and its business operations closely.

**Supplement dated May 1, 2020
to the**

Nationwide Options Select - New York prospectus dated May 1, 2008

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

The following sections of the prospectus are restated.

- 1) The Total Annual Mutual Fund Operating Expenses table, which shows the minimum and maximum total operating expenses, as of December 31, 2019, charged by the underlying mutual funds that a policy owner may periodically pay while the policy is in force. More detail concerning each mutual fund's fees and expenses is contained in the mutual fund's prospectus.
- 2) The Legal Proceedings for Nationwide Life Insurance Company and Nationwide Investment Services Corporation, which describe certain information about the legal and regulatory proceedings that the Company is subject to.
- 3) The Underlying Mutual Fund Information appendix, which contains information about the mutual funds available to the policy owner through investment in the sub-accounts.

Total Annual Mutual Fund Operating Expenses		
	Minimum	Maximum
Total Annual Mutual Fund Operating Expenses (expenses that are deducted from the mutual fund assets, including management fees, distribution (12b-1) fees, and other expenses)	0.27%	1.41%

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 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 Office of the Comptroller of the Currency and state insurance authorities. Such regulatory entities may, in the normal course of business, 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.

Nationwide Investment Services Corporation

The general distributor, NISC (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 financial position. The Company has agreements with Nationwide Life Insurance Company (NLIC) under which, NLIC pays all litigation costs on behalf of the Company. Should NLIC be unable or unwilling to pay these costs in the future, the Company would be liable for such costs.

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 Office of the Comptroller of the Currency and state insurance authorities. Such regulatory entities may, in the normal course of business, 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 its affiliates, the Company is cooperating with regulators.

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.

Please refer to the prospectus for each underlying mutual fund for more detailed information.

Designations Key:

- FF: The underlying mutual fund corresponding to this Sub-Account 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.

AllianceBernstein Variable Products Series Fund, Inc. - AB VPS Small/Mid Cap Value Portfolio: Class A

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: The fund pursues 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 I

Investment Advisor: American Century Investment Management, Inc.
Investment Objective: Long-term capital growth with income as a secondary objective.

BlackRock Variable Series Funds, Inc. - BlackRock Global Allocation V.I. Fund: Class II

Investment Advisor: BlackRock Advisors, LLC
Sub-advisor: BlackRock Investment Management, LLC
Investment Objective: Seek high total investment return.

BNY Mellon Investment Portfolios - Small Cap Stock Index Portfolio: Service Shares

Investment Advisor: BNY Mellon Investment Adviser, Inc.
Investment Objective: The fund seeks to match the performance of the Standard & Poor's® SmallCap 600 Index (S&P SmallCap 600 Index).

BNY Mellon Stock Index Fund, Inc.: Initial Shares

Investment Advisor: BNY Mellon Investment Adviser, Inc.
Sub-advisor: Mellon Investments Corporation
Investment Objective: The fund seeks to match the total return of the S&P 500® Index.

BNY Mellon Variable Investment Fund - Appreciation Portfolio: Initial Shares

This Sub-Account is only available in policies issued before May 1, 2016

Investment Advisor: BNY Mellon Investment Adviser, Inc.
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.

Federated Hermes Insurance Series - Federated Hermes Quality Bond Fund II: Primary Shares (formerly, Federated Insurance Series - Federated Quality Bond Fund II: Primary Shares)

This Sub-Account is only available in policies issued before May 1, 2008

Investment Advisor: Federated Investment Management Company
Investment Objective: Current income.

Fidelity Variable Insurance Products Fund - Fidelity VIP Freedom Fund 2010 Portfolio: Service Class

Investment 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

Investment 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

Investment 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 Energy Portfolio: Service Class 2

Investment Advisor: Fidelity Management & Research Company
Investment Objective: Capital appreciation.

Fidelity Variable Insurance Products Fund - VIP Equity-Income Portfolio: Service Class

Investment Advisor: Fidelity Management & Research Company
Investment Objective: Reasonable income.

Fidelity Variable Insurance Products Fund - VIP Growth Portfolio: Service Class

Investment Advisor: Fidelity Management & Research Company
Investment Objective: Capital appreciation.

Fidelity Variable Insurance Products Fund - VIP Investment Grade Bond Portfolio: Service Class

Investment Advisor: Fidelity Management & Research Company
Investment Objective: High level of current income.

Fidelity Variable Insurance Products Fund - VIP Mid Cap Portfolio: Service Class

This Sub-Account is only available in policies issued before May 1, 2017

Investment Advisor: Fidelity Management & Research Company
Investment Objective: Long-term growth of capital.

Fidelity Variable Insurance Products Fund - VIP Overseas Portfolio: Service Class

Investment Advisor: Fidelity Management & Research Company
Sub-advisor: FMR Co., Inc. (FMRC), FMR Investment Management (UK) Limited (FMR UK), and other investment advisers serve as sub-advisers for the fund.
Investment Objective: Long-term growth of capital.

Fidelity Variable Insurance Products Fund - VIP Value Strategies Portfolio: Service Class

This Sub-Account is only available in policies issued before May 1, 2006

Investment Advisor: Fidelity Management & Research Company
Investment Objective: Capital appreciation.

Franklin Templeton Variable Insurance Products Trust - Franklin Allocation VIP Fund: Class 2

Investment Advisor: Franklin Advisers, Inc.
Investment Objective: Seeks 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 Rising Dividends VIP Fund: Class 1

This Sub-Account is only available in policies issued before May 1, 2006

Investment Advisor: Franklin Advisory Services, LLC
Investment Objective: Seeks long-term capital appreciation, with preservation of capital as an important consideration.

Franklin Templeton Variable Insurance Products Trust - Franklin Small Cap Value VIP Fund: Class 1

Investment Advisor: Franklin Mutual Advisers, LLC
Investment Objective: Seeks long-term total return.

Franklin Templeton Variable Insurance Products Trust - Templeton Developing Markets VIP Fund: Class 2

This Sub-Account is only available in policies issued before April 30, 2014

Investment Advisor: Templeton Asset Management, Ltd.
Investment Objective: Seeks long-term capital appreciation.

Franklin Templeton Variable Insurance Products Trust - Templeton Foreign VIP Fund: Class 2

This Sub-Account is only available in policies issued before April 30, 2014

Investment Advisor: Templeton Investment Counsel, LLC
Investment Objective: Seeks long-term capital growth.

Franklin Templeton Variable Insurance Products Trust - Templeton Global Bond VIP Fund: Class 2

This Sub-Account is only available in policies issued before May 1, 2019

Investment Advisor: Franklin Advisers, Inc.
Investment Objective: Seeks high current income, consistent with preservation of capital, with capital appreciation as a secondary consideration.

Invesco - Invesco V.I. American Franchise Fund: Series I Shares

Investment Advisor: Invesco Advisers, Inc.
Investment Objective: Seeks capital growth.

Invesco Oppenheimer V.I. Discovery Mid Cap Growth Fund: Series I

Investment Advisor: Invesco Advisers, Inc.
Investment Objective: Capital appreciation.

Invesco Oppenheimer V.I. Global Fund: Series I

Investment Advisor: Invesco Advisers, Inc.
Investment Objective: The Fund seeks capital appreciation.

Invesco Oppenheimer V.I. Global Strategic Income Fund: Series I

Investment Advisor: Invesco Advisers, Inc.
Investment Objective: The Fund seeks total return.

Invesco Oppenheimer V.I. Main Street Fund: Series I

Investment Advisor: Invesco Advisers, Inc.
Investment Objective: The Fund seeks capital appreciation.

Invesco Oppenheimer V.I. Main Street Small Cap Fund: Series I

Investment Advisor: Invesco Advisers, Inc.
Investment Objective: Capital appreciation.

Ivy Variable Insurance Portfolios - Asset Strategy: Class II

This Sub-Account is only available in policies issued before May 1, 2017

Investment Advisor: Ivy Investment Management Company
Investment Objective: To seek to provide total return.

Janus Aspen Series - Janus Henderson Forty Portfolio: Service Shares (formerly, Janus Henderson VIT Forty Portfolio: Service Shares)

Investment Advisor: Janus Capital Management LLC
Investment Objective: Long-term growth of capital.

Janus Aspen Series - Janus Henderson Global Technology and Innovation Portfolio: Service Shares (formerly, Janus Henderson VIT Global Technology Portfolio: Service Shares)

Investment Advisor: Janus Capital Management LLC
Investment Objective: Long-term growth of capital.

Janus Aspen Series - Janus Henderson Overseas Portfolio: Service Shares (formerly, Janus Henderson VIT Overseas Portfolio: Service Shares)

This Sub-Account is only available in policies issued before May 1, 2016

Investment Advisor: Janus Capital Management LLC
Investment Objective: Long-term growth of capital.

MFS® Variable Insurance Trust - MFS Value Series: Initial Class

Investment Advisor: Massachusetts Financial Services Company
Investment Objective: To seek capital appreciation.

MFS® Variable Insurance Trust II - MFS Massachusetts Investors Growth Stock Portfolio: Initial Class

This Sub-Account is only available in policies issued before March 27, 2015

Investment Advisor: Massachusetts Financial Services Company
Investment Objective: To seek capital appreciation.

Morgan Stanley Variable Insurance Fund, Inc. - Core Plus Fixed Income Portfolio: Class I

This Sub-Account is only available in policies issued before May 1, 2009

Investment Advisor: Morgan Stanley Investment Management Inc.
Investment Objective: Above-average total return over a market cycle of three to five years by investing primarily in a diversified portfolio of fixed income securities.

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 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 - Amundi NVIT Multi Sector Bond Fund: Class I

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Amundi Pioneer Institutional Asset Management, Inc.
Investment Objective: The Fund seeks to provide above average total return over a market cycle of three to five years.

Nationwide Variable Insurance Trust - BlackRock NVIT Equity Dividend Fund: Class I

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: BlackRock Investment Management, LLC
Investment Objective: The Fund seeks capital growth and income through investments in equity securities, including common stocks and securities convertible into common stocks.

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 I

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 - NVIT AllianzGI International Growth Fund: Class I (formerly, Nationwide Variable Insurance Trust - NVIT Multi-Manager International Growth Fund: Class I)

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Allianz Global Investors U.S. LLC
Investment Objective: The Fund seeks long-term capital growth.

Nationwide Variable Insurance Trust - NVIT AQR Large Cap Defensive Style Fund: Class I (formerly, Nationwide Variable Insurance Trust - NVIT Nationwide Fund: Class I)

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 Blueprint(SM) Aggressive Fund: Class I (formerly, Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Aggressive Fund: Class I)

Investment Advisor: Nationwide Fund Advisors
Investment Objective: The Fund seeks maximum growth of capital consistent with a more aggressive level of risk as compared to other Blueprint(SM) Funds.

Designation: FF

Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Balanced Fund: Class I (formerly, Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Balanced Fund: Class I)

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 Blueprint(SM) Capital Appreciation Fund: Class I (formerly, Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Capital Appreciation Fund: Class I)

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 Blueprint (SM) Funds.

Designation: FF

Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Conservative Fund: Class I (formerly, Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Conservative Fund: Class I)

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 Blueprint(SM) Funds.

Designation: FF

Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Moderate Fund: Class I (formerly, Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Moderate Fund: Class I)

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Nationwide Asset Management, LLC
Investment Objective: The Fund seeks a high level of total return consistent with a moderate level of risk as compared to other Blueprint (SM) Funds.

Designation: FF

Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Moderately Aggressive Fund: Class I (formerly, Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Moderately Aggressive Fund: Class I)

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 Blueprint (SM) Funds.

Designation: FF

Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Moderately Conservative Fund: Class I (formerly, Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Moderately Conservative Fund: Class I)

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 Columbia Overseas Value Fund: Class I (formerly, Nationwide Variable Insurance Trust - Templeton NVIT International Value Fund: Class I)

This Sub-Account is only available in policies issued before May 1, 2020

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Columbia Management Investment Advisers, LLC
Investment Objective: The Fund seeks to maximize total return consisting of capital appreciation and/or current income.

Nationwide Variable Insurance Trust - NVIT Core Bond Fund: Class I

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 I

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: The Fund seeks primarily to provide growth of capital, and secondarily current income.
Designation: FF

Nationwide Variable Insurance Trust - NVIT Emerging Markets Fund: Class I

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 preserving 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. The Fund is a money market fund that seeks to maintain a stable net asset value of \$1.00 per share.

Nationwide Variable Insurance Trust - NVIT International Equity Fund: Class I

This Sub-Account is only available in policies issued before May 1, 2020

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 Equity Fund: Class II

This Sub-Account is no longer available to receive transfers or new premium payments effective May 1, 2011

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 II

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: BlackRock Investment Management, LLC
Investment Objective: The Fund seeks to match the performance of the 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 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 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 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 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 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 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 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 Fund seeks a high level of total return consistent with a moderately conservative level of risk.
Designation: FF

Nationwide Variable Insurance Trust - NVIT Jacobs Levy Large Cap Growth Fund: Class I

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Jacobs Levy Equity Management, Inc.
Investment Objective: The fund seeks long-term capital growth.

Nationwide Variable Insurance Trust - NVIT Mellon Dynamic U.S. Core Fund: Class I (formerly, Nationwide Variable Insurance Trust - NVIT Dynamic U.S. Growth Fund: Class I)

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Mellon Investments Corporation
Investment Objective: The Fund seeks long-term capital growth.

Nationwide Variable Insurance Trust - NVIT Mellon Dynamic U.S. Equity Income: Class I (formerly, Nationwide Variable Insurance Trust - American Century NVIT Multi Cap Value Fund: Class I)

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Mellon Investments Corporation
Investment Objective: The Fund seeks capital appreciation, and secondarily current income.

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-Manager International Value Fund: Class I

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Dimensional Fund Advisors LP and Thompson, Siegel & Walmsley LLC
Investment Objective: The Fund seeks long-term capital appreciation.

Nationwide Variable Insurance Trust - NVIT Multi-Manager Large Cap Value Fund: Class I

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Massachusetts Financial Services Company; Mellon Investments Corporation; and Wellington Capital Management LLP
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; and 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 I

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Invesco Advisers, Inc. and Wellington Management Company, LLP
Investment Objective: The Fund seeks capital growth.

Nationwide Variable Insurance Trust - NVIT Multi-Manager Small Cap Value Fund: Class I

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Jacobs Levy Equity Management, Inc. and WCM Investment Management, LLC
Investment Objective: The Fund seeks capital appreciation.

Nationwide Variable Insurance Trust - NVIT Multi-Manager Small Company Fund: Class I

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Jacobs Levy Equity Management, Inc. and Invesco Advisers, Inc.
Investment Objective: The Fund seeks long-term growth of capital.

Nationwide Variable Insurance Trust - NVIT Newton Sustainable U.S. Equity Fund: Class II (formerly, Nationwide Variable Insurance Trust - Neuberger Berman NVIT Socially Responsible Fund: Class II)

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Newton Investment Management Limited
Investment Objective: The Fund seeks long-term growth of capital by investing primarily in securities of companies that meet the Fund's financial criteria and social policy.

Nationwide Variable Insurance Trust - NVIT Real Estate Fund: Class I

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 I

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: BlackRock Investment Management, LLC
Investment Objective: The Fund seeks 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 Wells Fargo Discovery Fund: Class I

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Wells Capital Management, Inc.
Investment Objective: The Fund seeks long-term capital growth. The fund invests at least 80% of its net assets in equity securities issued by small- and medium-sized companies with market capitalization similar to those of companies included in the Russell 2500 index.

Neuberger Berman Advisers Management Trust - Mid Cap Growth Portfolio: Class S

This Sub-Account is only available in policies issued before November 6, 2015

Investment Advisor: Neuberger Berman Investment Advisers LLC
Investment Objective: The Fund seeks growth of capital.

Neuberger Berman Advisers Management Trust - Short Duration Bond Portfolio: Class I

Investment Advisor: Neuberger Berman Investment Advisers LLC
Investment Objective: The Fund seeks the highest available current income consistent with liquidity and low risk to principal; total return is a secondary goal.

Neuberger Berman Advisers Management Trust - Sustainable Equity Portfolio: Class I

This Sub-Account is only available in policies issued before May 1, 2008

Investment Advisor: Neuberger Berman Investment Advisers LLC
Investment Objective: The Fund seeks long-term growth of capital by investing primarily in securities of companies that meet the Fund's environmental, social and governance (ESG) criteria.

PIMCO Variable Insurance Trust - International Bond Portfolio (Unhedged): Administrative 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: Administrative Class

Investment Advisor: PIMCO
Investment Objective: The Portfolio seeks maximum total return, consistent with preservation of capital and prudent investment management.

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.

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.

**Prospectus supplement dated December 16, 2019
to the following prospectus(es):**

BOA IV , Nationwide Destination B (2.0), Nationwide Destination B NY (2.0), Nationwide Destination Navigator (2.0), Nationwide Destination Navigator NY (2.0), Nationwide Destination All American Gold (2.0), Nationwide Destination All American Gold NY (2.0), Nationwide Destination Architect 2.0, Nationwide Destination Freedom+ Variable Annuity, BOA CVUL Future, Next Generation Corporate Variable Universal Life, Future Executive VUL, Nationwide Innovator VUL, Nationwide YourLife Protection VUL - New York, Nationwide YourLife Accumulation VUL - New York, Nationwide YourLife Survivorship VUL - New York , Nationwide YourLife Protection VUL, Marathon Performance VUL, Nationwide YourLife Accumulation VUL , Nationwide YourLife Survivorship VUL, Nationwide Destination B , Nationwide Destination L , Nationwide Destination EV (2.0), Nationwide Destination EV NY (2.0), Nationwide Destination L (2.0), Nationwide Destination L NY (2.0), BOA America's VISION Annuity , BOA America's FUTURE Annuity II, 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, BOA Future Venue Annuity, Nationwide Heritage Annuity, Nationwide Destination C, BOA Elite Venue Annuity, America's marketFLEX II Annuity, America's marketFlex Edge Annuity, America's marketFLEX Advisor Annuity , BOA The Next Generation II FFPVUL, BOA All American Annuity, M&T All American, BOA America's Future Annuity, Key Future, NEA Valuebuilder Future, America's Future Horizon Annuity, BOA V, NEA Valuebuilder Select, NEA Valuebuilder , BOA FFPVUL, BOA TNG, BOA ChoiceLife FFPVUL, NLIC Options Plus , and NLIC Options Premier dated May 1, 2019

BAE Future Corporate FFPVUL dated May 1, 2019, as amended September 17, 2019

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, Key Choice, and Paine Webber Choice Annuity 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, BOA ChoiceLife Survivorship II, Next Generation Survivorship Life, BOA Protection Survivorship Life, BOA ChoiceLife Protection Survivorship Life, and Marathon VUL dated May 1, 2009

NLIC Survivor Options Premier , NLIC Survivor Options Elite, NLAIC Survivor Options Premier , NLAIC Options Premier, Nationwide Enterprise The Best of America Annuity, BOA MSPVL, BOA MSPVL II, BOA Protection FFPVUL, BOA ChoiceLife Protection FFPVUL, Nationwide Options Select - New York, BOA CVUL Future, BOA CVUL, and Nationwide Options Select - NLAIC dated May 1, 2008

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

ElitePRO LTD and ElitePRO Classic dated May 1, 2003

NLAIC Options VL , BOA InvestCare , BOA SPVL, BOA Multiple Pay, BOA Last Survivor FFPVUL, and Multi-Flex FFPVUL dated May 1, 2002

**Prospectus supplement dated February 18, 2020
to the following prospectus(es):**

NLIC Options Plus, NLIC Options Premier and M&T All American dated May 1, 2019

Marathon VUL, Future Executive VUL and Next Generation Corporate Variable Universal Life dated
May 1, 2009

Nationwide Options Select - New York, Nationwide Options Select - NLAIC, BOA TruAccord
Variable Annuity, NLIC Survivor Options Elite, NLIC Survivor Options Premier, NLAIC Survivor
Options Premier and NLAIC Options Premier dated May 1, 2008

NLAIC Options VL dated May 1, 2002

NLIC Special Product, NLIC Survivor Options Plus and NLAIC Survivor Options VL dated May 1,
2000

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

At meetings held December 9-11, 2019, the Board of Trustees of Invesco Funds approved an Agreement and Plan of Reorganization (the "Plan") under which Invesco – Invesco V.I. Mid Cap Growth Fund (the "Merging Fund") will transfer all of its assets and liabilities to the Invesco Oppenheimer V.I. Discovery Mid Cap Growth Fund (the "Acquiring Fund"). The merger will be effective on or about April 30, 2020 (the "Effective Date").

As a result of the merger, as of the Effective Date, the following changes apply to the contract:

- the Merging Fund will no longer be available to receive transfers or new purchase payments;
- the Merging Fund will transfer all of its assets to the Acquiring Fund in exchange for shares of the Acquiring Fund; and
- the Acquiring Fund will assume all liabilities of the Merging Fund.

Accordingly, the following changes apply to the prospectus:

Appendix A: Underlying Mutual Funds is amended to add the following:

Invesco Oppenheimer V.I. Discovery Mid Cap Growth Fund: Series I

Investment Advisor: Invesco Advisers, Inc.
Investment Objective: Capital appreciation.

All references in the prospectus to the Merging Fund are deleted and replaced with the Acquiring Fund as of the Effective Date.

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

At a meeting of the Board of Trustees (the "Board") of Nationwide Variable Insurance Trust (the "Trust") held on December 4, 2019 (the "Meeting"), the Board approved the following actions:

1. The Board approved the termination of Loomis, Sayles & Company, L.P. ("Loomis Sayles"), Massachusetts Financial Services Company d/b/a MFS Investment Management ("MFS") and Smith Asset Group ("Smith Group"), as the subadvisers to the NVIT Multi-Manager Large Cap Growth Fund and the appointment of Jacobs Levy Equity Management, Inc. ("Jacobs Levy") as the new subadviser to the NVIT Multi Manager Large Cap Growth Fund. All references to, and information regarding Loomis Sayles, MFS and Smith Group are deleted in their entirety and the fund is renamed the "NVIT Jacobs Levy Large Cap Growth Fund." All references to the fund's former name are replaced accordingly.
2. The Board approved the termination of Neuberger Berman Investment Advisers LLC ("Neuberger Berman") as the subadviser to the NVIT Multi-Manager Mid Cap Growth Fund. Wells Capital Management, Inc. will continue to subadvise the fund. All references to, and information regarding Neuberger Berman are deleted in their entirety and the fund is renamed the "NVIT Wells Fargo Discovery Fund." All references to the fund's former name are replaced accordingly.

The changes are anticipated to take effect on or about January 20, 2020.

**Prospectus supplement dated October 7, 2019
to the following prospectus(es):**

BOA IV, Nationwide Destination B (2.0), Nationwide Destination B NY (2.0), Nationwide Destination Navigator (2.0), Nationwide Destination Navigator NY (2.0), Nationwide Destination All American Gold (2.0), Nationwide Destination All American Gold NY (2.0), Nationwide Destination Architect 2.0, Nationwide Destination Freedom+ Variable Annuity, Next Generation Corporate Variable Universal Life, Future Executive VUL, Nationwide YourLife Protection VUL - New York, Nationwide YourLife Accumulation VUL - New York, Nationwide YourLife Survivorship VUL - New York , Nationwide YourLife Protection VUL, Marathon Performance VUL, Nationwide YourLife Accumulation VUL , Nationwide YourLife Survivorship VUL, Nationwide Marathon VUL Ultra, BOA America's VISION Annuity , BOA America's FUTURE Annuity II , Nationwide Destination All American Gold (formerly, BOA All American Gold), Compass All American Gold, Key All American Gold, M&T All American Gold (Variable Annuity Portfolio II), Wells Fargo Gold Variable Annuity, BOA Achiever Annuity, America's Horizon Annuity (1st Tennessee Achiever), BOA Future Venue Annuity, Nationwide Heritage Annuity (Wells Fargo Venue), BOA Elite Venue Annuity, Nationwide Destination B , Nationwide Destination L , BOA All American Annuity, Sun Trust All American, M&T All American (M&T Variable Annuity Portfolio), Compass All American, BOA America's Future Annuity, Key Future, America's Future Horizon Annuity, The BB&T Future Annuity, BOA V, BOA FPVUL, BOA Next Generation FPVUL, BOA ChoiceLife FPVUL, BOA The Next Generation II FPVUL, NLIC Options Plus , NLIC Options Premier , NLIC Options , Nationwide Destination C, Nationwide Destination EV (2.0), Nationwide Destination EV NY (2.0), Nationwide Destination L (2.0), Nationwide Destination L NY (2.0), America's marketFLEX II Annuity, America's marketFlex Edge Annuity, and America's marketFLEX Advisor Annuity prospectuses dated May 1, 2019

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

BOA America's Income Annuity and BOA Advisor Variable Annuity prospectuses 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 Venue Annuity, BOA Choice Annuity, and Paine Webber Choice Annuity prospectuses dated May 1, 2013

Schwab Income Choice Variable Annuity prospectus dated May 1, 2012

Schwab Custom Solutions Variable Annuity prospectus dated May 1, 2010

BOA Last Survivorship II, BOA ChoiceLife Survivorship, BOA ChoiceLife Survivorship II, Next Generation Survivorship Life, and BOA Protection Survivorship Life prospectuses dated May 1, 2009

Nationwide Enterprise The Best of America Annuity, BOA TruAccord Variable Annuity, BOA MSPVL, BOA MSPVL II, BOA Protection FPVUL, BOA ChoiceLife Protection FPVUL, Nationwide Options Select - New York, BOA CVUL Future, BOA CVUL, INVESCO PCVUL, Nationwide Options Select - NLAIC , NLAIC Market Street VIP/2 , NLIC Survivor Options Premier , NLIC Survivor Options Elite, NLAIC Survivor Options Premier , NLAIC Options Premier, and America's marketFLEX VUL prospectuses dated May 1, 2008

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

ElitePRO LTD and ElitePRO Classic prospectuses dated May 1, 2003

BOA InvestCare, BOA SPVL, BOA Multiple Pay, BOA Last Survivor FPVUL, Multi-Flex FPVUL, NLIC VIP Extra Credit , NLIC Market Street VIP/2 , NLAIC VIP Extra Credit , and NLAIC Options VL prospectuses dated May 1, 2002

NLIC VIP Premier DCA and NLAIC VIP Premier DCA prospectuses dated November 1, 2001

NLAIC Options VIP prospectus dated May 1, 2001

NLIC Survivor Options Plus , NLIC Special Product , and NLAIC Survivor Options VL prospectuses dated May 1, 2000

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

At a meeting of the Board of Trustees (the "Board") of Nationwide Variable Insurance Trust (the "Trust") held on September 11, 2019, the Board approved the termination of Epoch Investment Partners, Inc. and J.P. Morgan Investment Management Inc. as the subadvisers to the NVIT Multi-Manager Small Cap Value Fund (the "Fund"), and the appointment of Jacobs Levy Equity Management, Inc. and WCM Investment Management, LLC as the Fund's new subadvisers. This change is anticipated to take effect on or before November 1, 2019 (the "Effective Date").

**Prospectus supplement dated May 31, 2019
to the following prospectus(es):**

Nationwide YourLife Accumulation VUL - New York, Nationwide YourLife Accumulation VUL - NLAIC, Nationwide YourLife Protection VUL - New York, Nationwide YourLife Protection VUL - NLAIC, Marathon Performance VUL, Nationwide YourLife Survivorship VUL, Nationwide YourLife Survivorship VUL - New York, BOA Next Generation II FPVUL, BAE Future Corporate FPVUL, BOA IV, BOA America's Vision Annuity, BOA America's Future Annuity, BOA V, BOA CVUL Future (NWL), Key Future, America's Future Horizon Annuity, BOA Achiever Annuity, BOA America's Future Annuity II, BOA Elite Venue Annuity, BOA Future Venue Annuity, Nationwide Destination All American Gold, Nationwide Destination C, Nationwide Heritage Annuity, BOA All American Annuity, Compass All American Gold, Key All American Gold, NLIC Options Plus, NLIC Options Premier, M&T All American Gold, Compass All American, Sun Trust All American, M&T All American, Future Executive VUL, Next Generation Corporate Variable Universal Life, Wells Fargo Gold Variable Annuity, Nationwide Destination L, 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 EV 2.0, Nationwide Destination EV NY 2.0, Nationwide Destination Navigator 2.0, Nationwide Destination Navigator NY 2.0, Nationwide Destination L 2.0, Nationwide Destination L NY 2.0, Nationwide Destination Architect 2.0, Nationwide Destination Freedom+, The BB&T Future Annuity, NLIC Options, Nationwide Advisory Retirement Income Annuity, Nationwide Advisory Retirement Income Annuity NY, Marathon VUL Ultra, Nationwide Accumulator IVUL, Nationwide Protector IVUL, BOA FPVUL, BOA ChoiceLife FPVUL, BOA Next Generation FPVUL, America's Horizon Annuity, America's marketFLEX Advisor Annuity, America's marketFLEX II Annuity, America's marketFlex Edge Annuity, Soloist, NEA Valuebuilder Future, and NEA Valuebuilder Select dated May 1, 2019

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

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

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

Schwab Income Choice Variable Annuity dated May 1, 2012

Schwab Custom Solutions Variable Annuity dated May 1, 2010

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

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

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

ElitePRO Classic and ElitePRO LTD dated May 1, 2003

BOA Last Survivor FPVUL, BOA SPVL, BOA InvestCare, Multi-Flex FPVUL, and BOA Multiple Pay 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.

The following disclosure changes are made to the prospectus:

In a supplement dated May 22, 2019 to your prospectus it was incorrectly indicated that the name changes associated with Oppenheimer funds were to be effective on or about June 24, 2019. The correct effective date of the Oppenheimer fund name changes was May 24, 2019.

**Prospectus supplement dated May 22, 2019
to the following prospectus(es):**

Nationwide Options Select - New York and Nationwide Options Select dated 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 cover page of the prospectus is amended to include the following language:

Beginning on January 1, 2021, as permitted by regulations adopted by the SEC, Nationwide may discontinue mailing paper copies of shareholder reports for underlying mutual funds available under the contract unless the policy owner specifically requests that paper copies continue to be delivered. Instead, the shareholder reports will be made available on a website. Nationwide will notify policy owners by mail each time a shareholder report is posted and will provide a website link to access the report. Instructions for requesting paper copies will also be included in the notice.

Policy's where the policy owner already elected to receive shareholder reports electronically will not be affected by this change and no action is required. To elect to receive shareholder reports and other communications from Nationwide electronically, contact the Service Center (see *Contacting the Service Center*).

Policy owners may elect to receive all future shareholder reports in paper free of charge. To do so, policy owners should contact the Service Center to inform Nationwide that paper copies of shareholder reports should continue to be delivered. Any election to receive shareholder reports in paper will apply to all underlying funds available under the policy.

(2) The prospectus offers the following underlying mutual fund(s) as investment option(s) under the contract/policy. Effective on or about June 3, 2019, the name of the investment option(s) are updated as indicated below:

CURRENT NAME	UPDATED NAME
Dreyfus Investment Portfolios – Small Cap Stock Index Portfolio	BNY Mellon Investment Portfolios – Small Cap Stock Index Portfolio
Dreyfus Stock Index Fund, Inc.	BNY Mellon Stock Index Fund, Inc.
Dreyfus Variable Investment Fund – Appreciation Portfolio	BNY Mellon Variable Investment Fund – Appreciation Portfolio

As of the effective date, the Investment Advisor is changed to BNY Mellon Investment Management.

(3) The prospectus offers the following underlying mutual fund(s) as investment option(s) under the contract/policy. Effective on or about June 24, 2019, the name of the investment option(s) are updated as indicated below:

CURRENT NAME	UPDATED NAME
Oppenheimer Variable Account Funds – Oppenheimer Capital Appreciation Fund/VA	Invesco Oppenheimer V.I. Capital Appreciation Fund
Oppenheimer Variable Account Funds – Oppenheimer Global Fund/VA	Invesco Oppenheimer V.I. Global Fund
Oppenheimer Variable Account Funds – Oppenheimer Global Strategic Income Fund/VA	Invesco Oppenheimer V.I. Global Strategic Income Fund
Oppenheimer Variable Account Funds – Oppenheimer Main Street Fund®/VA	Invesco Oppenheimer V.I. Main Street Fund

CURRENT NAME	UPDATED NAME
Oppenheimer Variable Account Funds – Oppenheimer Main Street Small Cap Fund@/VA	Invesco Oppenheimer V.I. Main Street Small Cap Fund

**Supplement dated May 1, 2019
to the**

Nationwide Options Select - New York prospectus dated May 1, 2008

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

The following sections of the prospectus are restated.

- 1) The Total Annual Mutual Fund Operating Expenses table, which shows the minimum and maximum total operating expenses, as of December 31, 2018, charged by the underlying mutual funds that a policy owner may periodically pay while the policy is in force. More detail concerning each mutual fund's fees and expenses is contained in the mutual fund's prospectus.
- 2) The Legal Proceedings for Nationwide Life Insurance Company and Nationwide Investment Services Corporation, which describe certain information about the legal and regulatory proceedings that the Company is subject to.
- 3) The Underlying Mutual Fund Information appendix, which contains information about the mutual funds available to the policy owner through investment in the sub-accounts.

Total Annual Mutual Fund Operating Expenses		
	Minimum	Maximum
Total Annual Mutual Fund Operating Expenses (expenses that are deducted from the mutual fund assets, including management fees, distribution (12b-1) fees, and other expenses)	0.27%	1.43%

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 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 Office of the Comptroller of the Currency and state insurance authorities. Such regulatory entities may, in the normal course of business, 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.

Nationwide Investment Services Corporation

The general distributor, NISC (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 financial position. The Company has agreements with Nationwide Life Insurance Company (NLIC) under which, NLIC pays all litigation costs on behalf of the Company. Should NLIC be unable or unwilling to pay these costs in the future, the Company would be liable for such costs.

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 Office of the Comptroller of the Currency 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 is engaged in an arbitration matter with at least a reasonable possibility of an unfavorable outcome that would exceed the materiality threshold for the Company, as follows:

Dabney, Edyth v. NISC and Edward Jones. This is a Financial Industry Regulatory Authority arbitration matter. Claimant alleges that NISC and Edward Jones improperly administered her 401k rollover. NISC and Edward Jones completed the correction in 2018, but the delay resulted in a taxable event for 2017. Claimant seeks damages of approximately \$25,000. The arbitration hearing is scheduled for April 25, 2019.

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.

Please refer to the prospectus for each underlying mutual fund for more detailed information.

Designations Key:

- FF: The underlying mutual fund corresponding to this Sub-Account 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.

AllianceBernstein Variable Products Series Fund, Inc. - AB VPS Small/Mid Cap Value Portfolio: Class A

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: The fund pursues 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 I

Investment Advisor: American Century Investment Management, Inc.
Investment Objective: Long-term capital growth with income as a secondary objective.

BlackRock Variable Series Funds, Inc. - BlackRock Global Allocation V.I. Fund: Class II

Investment Advisor: BlackRock Advisors, LLC
Sub-advisor: BlackRock Investment Management, LLC
Investment Objective: Seek high total investment return.

Dreyfus Investment Portfolios - Small Cap Stock Index Portfolio: Service Shares

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.: Initial Shares

Investment Advisor: The Dreyfus Corporation
Sub-advisor: Mellon Investments Corporation
Investment Objective: The fund seeks to match the total return of the S&P 500® Index.

Dreyfus Variable Investment Fund - Appreciation Portfolio: Initial Shares

This Sub-Account is only available in policies issued 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.

Federated Insurance Series - Federated Quality Bond Fund II: Primary Shares

This Sub-Account is only available in policies issued before May 1, 2008

Investment Advisor: Federated Investment Management Company
Investment Objective: Current income.

Fidelity Variable Insurance Products Fund - Fidelity VIP Freedom Fund 2010 Portfolio: Service Class

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

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

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 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

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 Portfolio: Service Class

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

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

This Sub-Account is only available in policies issued 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

Investment Advisor: Fidelity Management & Research Company
Sub-advisor: FMR Co., Inc. (FMRC), FMR Investment Management (UK) Limited (FMR UK), and other investment advisers serve as sub-advisers for the fund.
Investment Objective: Long-term capital growth.

Fidelity Variable Insurance Products Fund - VIP Value Strategies Portfolio: Service Class

This Sub-Account is only available in policies issued before May 1, 2006

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: Capital appreciation.

Franklin Templeton Variable Insurance Products Trust - Franklin Allocation VIP Fund: Class 2 (formerly, Franklin Templeton Variable Insurance Products Trust - Franklin Founding Funds Allocation VIP Fund: Class 2)

Investment Advisor: Franklin Advisers, Inc.
Investment Objective: Seeks 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 Rising Dividends VIP Fund: Class 1

This Sub-Account is only available in policies issued before May 1, 2006

Investment Advisor: Franklin Advisory Services, LLC
Investment Objective: Seeks long-term capital appreciation, with preservation of capital as an important consideration.

Franklin Templeton Variable Insurance Products Trust - Franklin Small Cap Value VIP Fund: Class 1

Investment Advisor: Franklin Mutual Advisers, LLC
Investment Objective: Seeks long-term total return.

Franklin Templeton Variable Insurance Products Trust - Templeton Developing Markets VIP Fund: Class 2

This Sub-Account is only available in policies issued before April 30, 2014

Investment Advisor: Templeton Asset Management, Ltd.
Investment Objective: Seeks long-term capital appreciation.

Franklin Templeton Variable Insurance Products Trust - Templeton Foreign VIP Fund: Class 2

This Sub-Account is only available in policies issued before April 30, 2014

Investment Advisor: Templeton Investment Counsel, LLC
Investment Objective: Seeks long-term capital growth.

Franklin Templeton Variable Insurance Products Trust - Templeton Global Bond VIP Fund: Class 2

This Sub-Account is only available in policies issued before May 1, 2019

Investment Advisor: Franklin Advisers, Inc.
Investment Objective: Seeks high current income, consistent with preservation of capital, with capital appreciation as a secondary consideration.

Invesco - Invesco V.I. American Franchise Fund: Series I Shares

Investment Advisor: Invesco Advisers, Inc.
Investment Objective: Seeks capital growth.

Invesco - Invesco V.I. Mid Cap Growth Fund: Series I Shares

Investment Advisor: Invesco Advisers, Inc.
Investment Objective: Capital growth.

Ivy Variable Insurance Portfolios - Asset Strategy: Class II

This Sub-Account is only available in policies issued before May 1, 2017

Investment Advisor: Ivy Investment Management Company
Investment Objective: To seek to provide total return.

Janus Henderson VIT Forty Portfolio: Service Shares

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 Sub-Account is only available in policies issued before May 1, 2016

Investment Advisor: Janus Capital Management LLC
Investment Objective: Long-term growth of capital.

MFS® Variable Insurance Trust - MFS Value Series: Initial Class

Investment Advisor: Massachusetts Financial Services Company
Investment Objective: To seek capital appreciation.

MFS® Variable Insurance Trust II - MFS Massachusetts Investors Growth Stock Portfolio: Initial Class

This Sub-Account is only available in policies issued before March 27, 2015

Investment Advisor: Massachusetts Financial Services Company
Investment Objective: To seek capital appreciation.

Morgan Stanley Variable Insurance Fund, Inc. - Core Plus Fixed Income Portfolio: Class I

This Sub-Account is only available in policies issued before May 1, 2009

Investment Advisor: Morgan Stanley Investment Management Inc.
Investment Objective: Above-average total return over a market cycle of three to five years by investing primarily in a diversified portfolio of fixed income securities.

Nationwide Variable Insurance Trust - American Century NVIT Multi Cap Value Fund: Class I

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 - Amundi NVIT Multi Sector Bond Fund: Class I

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Amundi Pioneer Institutional Asset Management, Inc.
Investment Objective: The Fund seeks to provide above average total return over a market cycle of three to five years.

Nationwide Variable Insurance Trust - BlackRock NVIT Equity Dividend Fund: Class I

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: BlackRock Investment Management, LLC
Investment Objective: The Fund seeks capital growth and income through investments in equity securities, including common stocks and securities convertible into common stocks.

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 I

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 growth of capital 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 I

Investment Advisor: Nationwide Fund Advisors
Investment Objective: The 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 I

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 I

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 I

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) Moderate Fund: Class I

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 I

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 I

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 I

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 I

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 Dynamic U.S. Growth Fund: Class I

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Mellon Investments Corporation
Investment Objective: The Fund seeks long-term capital growth.

Nationwide Variable Insurance Trust - NVIT Emerging Markets Fund: Class I

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 preserving 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. The Fund is a money market fund that seeks to maintain a stable net asset value of \$1.00 per share.

Nationwide Variable Insurance Trust - NVIT International Equity Fund: Class I

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 Equity Fund: Class II

This Sub-Account is no longer available to receive transfers or new premium payments effective May 1, 2011

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 II

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: BlackRock Investment Management, LLC
Investment Objective: The Fund seeks to match the performance of the 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 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 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 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 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 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 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 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 Fund seeks a high level of total return consistent with a moderately conservative level of risk.
Designation: FF

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-Manager International Growth Fund: Class I

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Allianz Global Investors U.S. LLC and WCM Investment Management, LLC
Investment Objective: The Fund seeks long-term capital growth.

Nationwide Variable Insurance Trust - NVIT Multi-Manager International Value Fund: Class I

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Dimensional Fund Advisors LP and 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 I

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 I

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Massachusetts Financial Services Company; Mellon Investments Corporation; and Wellington Capital Management LLP
Investment Objective: The fund seeks long-term capital growth.

Nationwide Variable Insurance Trust - NVIT Multi-Manager Mid Cap Growth Fund: Class I

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Neuberger Berman Investment Advisers LLC and 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; and 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 I

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: OppenheimerFunds, Inc. and Wellington Management Company, LLP
Investment Objective: The Fund seeks capital growth.

Nationwide Variable Insurance Trust - NVIT Multi-Manager Small Cap Value Fund: Class I

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Epoch Investment Partners, Inc. and J.P. Morgan Investment Management Inc.
Investment Objective: The Fund seeks capital appreciation.

Nationwide Variable Insurance Trust - NVIT Multi-Manager Small Company Fund: Class I

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Jacobs Levy Equity Management, Inc. and OppenheimerFunds, Inc.
Investment Objective: The Fund seeks long-term growth of capital.

Nationwide Variable Insurance Trust - NVIT Nationwide Fund: Class I

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 I

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 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 - 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.

Neuberger Berman Advisers Management Trust - Mid-Cap Growth Portfolio: Class S

This Sub-Account is only available in policies issued before November 6, 2015

Investment Advisor: Neuberger Berman Investment Advisers LLC
Investment Objective: The Fund seeks growth of capital.

Neuberger Berman Advisers Management Trust - Short Duration Bond Portfolio: Class I

Investment Advisor: Neuberger Berman Investment Advisers LLC
Investment Objective: The Fund seeks the highest available current income consistent with liquidity and low risk to principal; total return is a secondary goal.

Neuberger Berman Advisers Management Trust - Sustainable Equity Portfolio: Class I

This Sub-Account is only available in policies issued before May 1, 2008

Investment Advisor: Neuberger Berman Investment Advisers LLC
Investment Objective: The Fund seeks long-term growth of capital by investing primarily in securities of companies that meet the Fund's environmental, social and governance (ESG) criteria.

Oppenheimer Variable Account Funds - Oppenheimer Global Fund/VA: Non-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 Global Strategic Income Fund/VA: Non-Service Shares

Investment Advisor: OFI Global Asset Management, Inc.
Sub-advisor: OppenheimerFunds, Inc.
Investment Objective: The Fund seeks total return.

Oppenheimer Variable Account Funds - Oppenheimer Main Street Fund®/VA: Non-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: Non-Service Shares

Investment Advisor: OFI Global Asset Management, Inc.
Sub-advisor: OppenheimerFunds, Inc.
Investment Objective: Capital appreciation.

PIMCO Variable Insurance Trust - International Bond Portfolio (Unhedged): Administrative 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: Administrative Class

Investment Advisor: PIMCO
Investment Objective: The Portfolio seeks maximum total return, consistent with preservation of capital and prudent investment management.

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.

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.

**Prospectus supplement dated December 10, 2018
to the following prospectus(es):**

BOA IV, Nationwide Destination B (2.0), Nationwide Destination B NY (2.0), Nationwide Destination Navigator (2.0), Nationwide Destination Navigator NY (2.0), Nationwide Destination All American Gold (2.0), Nationwide Destination All American Gold NY (2.0), Nationwide Destination Architect 2.0, Nationwide Destination Freedom+ Variable Annuity, BOA CVUL Future, BAE Future Corporate FPVUL, Next Generation Corporate Variable Universal Life, Future Executive VUL, Nationwide YourLife Protection VUL - New York, Nationwide YourLife Accumulation VUL - New York, Nationwide YourLife Survivorship VUL - New York , Nationwide YourLife Protection VUL, Marathon Performance VUL, Nationwide YourLife Accumulation VUL, Nationwide YourLife Survivorship VUL, BOA America's VISION Annuity , BOA America's FUTURE Annuity II , 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, BOA Future Venue Annuity, Nationwide Heritage Annuity, BOA Elite Venue Annuity, Nationwide Destination B , Nationwide Destination L , BOA America's Future Annuity, Key Future, NEA Valuebuilder Future, America's Future Horizon Annuity, BOA V, NEA Valuebuilder Select, BOA FPVUL, BOA TNG, BOA ChoiceLife FPVUL, BOA The Next Generation II FPVUL, NLIC Options Plus, NLIC Options Premier, Nationwide Destination C, Nationwide Destination EV (2.0), Nationwide Destination EV NY (2.0), Nationwide Destination L (2.0), Nationwide Destination L NY (2.0), America's marketFLEX II Annuity, America's marketFlex Edge Annuity, and America's marketFLEX Advisor Annuity dated May 1, 2018

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

BOA America's Income 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 Venue Annuity, BOA Choice Annuity, Key Choice, and Paine Webber Choice Annuity 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, BOA ChoiceLife Survivorship II, Next Generation Survivorship Life, BOA Protection Survivorship Life, and Marathon VUL dated May 1, 2009

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

BOA Exclusive dated May 1, 2004

ElitePRO LTD and ElitePRO Classic dated May 1, 2003

NLAIC Options VL, BOA InvestCare, BOA SPVL, and BOA Last Survivor FPVUL dated May 1, 2002

NLIC Survivor Options Plus, NLIC Special Product, and NLAIC Survivor Options VL dated May 1, 2000

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

- On December 5, 2018, at a meeting of the Board of Trustees (the "Board") of Nationwide Variable Insurance Trust (the "Trust"), the Board approved the termination of Logan Circle Partners, L.P. as the subadviser to the Nationwide Variable Insurance Trust – NVIT Multi Sector Bond Fund (the "Fund") and approved the appointment of Amundi Pioneer Institutional Asset Management, Inc. as the Fund's new subadviser.
- The Fund is renamed "Amundi NVIT Multi Sector Bond Fund" and all references in the prospectus to the Fund's former name are replaced accordingly.
- These changes are anticipated to take effect before the end of January 2019.

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.

**Prospectus supplement dated July 2, 2018
to the following prospectus(es):**

Nationwide YourLife Protection VUL - NLAIC, Marathon Performance VUL, Nationwide YourLife Accumulation VUL - NLAIC, Nationwide YourLife Survivorship VUL, Nationwide YourLife Protection VUL - New York, Nationwide YourLife Accumulation VUL - New York, Nationwide YourLife Survivorship VUL - New York, NLIC Options Premier, BOA FPVUL, BOA Next Generation FPVUL, BOA ChoiceLife FPVUL, and BOA Next Generation II FPVUL dated May 1, 2018

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

Survivor Options Premier (NLIC), Survivor Options Elite (NLIC), Survivor Options Premier (NLAIC), Options Premier (NLAIC), Nationwide Options Select AO, BOA MSPVL, BOA MSPVL II (BOA MSPVL Future), BOA Protection FPVUL, BOA ChoiceLife Protection FPVUL, and Nationwide Options Select - New York dated May 1, 2008

This supplement updates certain information contained in your prospectus. Please read it and keep it with your prospectus for future reference.
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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): Administrative Class	PIMCO Variable Insurance Trust - International Bond Portfolio (unhedged): Administrative Class

Prospectus supplement dated June 28, 2018

to the following prospectus(es):

Nationwide Destination Architect 2.0, Nationwide YourLife Protection VUL - NLAIC, Marathon Performance VUL, Nationwide YourLife Accumulation VUL - NLAIC, Nationwide YourLife Survivorship VUL, Nationwide Protector IVUL, Nationwide Accumulator IVUL, Nationwide YourLife Protection VUL - New York, Nationwide YourLife Accumulation VUL - New York, Nationwide YourLife Survivorship VUL - New York, BOA CVUL Future (NWL), BAE Future Corporate FPVUL, BOA Next Generation FPVUL, BOA ChoiceLife FPVUL, BOA IV, BOA America's Vision Annuity, BOA America's Future Annuity, Key Future, NEA Valuebuilder Future, America's Future Horizon Annuity, BOA V, NEA Valuebuilder Select, M&T All American, BOA Next Generation II FPVUL, BOA FPVUL, NLIC Options, NLIC Options Plus, NLIC Options Premier and NEA Valuebuilder dated May 1, 2018

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

BOA America's Income Annuity dated May 1, 2014

BOA Choice Annuity and Key Choice dated May 1, 2013

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

Multi-Flex Annuity, Market Street VIP/2 Annuity (NLAIC), Options Elite (NLIC), Survivor Options Elite (NLIC), Survivor Options Premier (NLIC), Options Elite (NLAIC), Options Premier (NLAIC), Survivor Options Premier (NLAIC), Nationwide Select Annuity, Nationwide Enterprise The Best of America Annuity, BOA CVUL Future (NLAIC), BOA CVUL (NLAIC), INVESCO PCVUL, Nationwide Options Select AO, BOA MSPVL, BOA MSPVL II (BOA MSPVL Future), BOA Protection FPVUL, BOA ChoiceLife Protection FPVUL, and Nationwide Options Select - New York dated May 1, 2008
BOA Exclusive Annuity, America's Vision Plus Annuity, and America's Vision Annuity dated May 1, 2004

Evergreen Ultra Advantage dated November 25, 2003

Nationwide Classic Annuity, ElitePRO LTD, and ElitePRO Classic dated May 1, 2003

Market Street VIP/2 Annuity (NLIC), Options VL (NLAIC), BOA InvestCare, BOA SPVL, BOA Multiple Pay, BOA Last Survivor FPVUL, and Multi-Flex FPVUL dated May 1, 2002

Options VIP Annuity (NLAIC) and NLAIC Annuity dated May 1, 2001

Special Product (NLIC), Survivor Options Plus (NLIC), and Survivor Options VL (NLAIC) dated May 1, 2000

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 I (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 I." All references in the prospectus to the Fund's former name are replaced accordingly.

**Supplement dated May 1, 2018
to the**

Nationwide Options Select - New York prospectus dated May 1, 2008

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

The following disclosures are added to the prospectus. These disclosures supersede any conflicting information presently included in the prospectus.

- 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.
- Nationwide does not recommend or endorse any particular fund and it does not provide investment advice.
- 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: 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 policy 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.
- Current and guaranteed monthly cost of insurance rates established at issue generally increase year over year to reflect expectations that mortality and underwriting risks generally increase as the insured's attained age and the length of time the policy has been in force increase.

The following sections of the prospectus are restated.

- 1) The Total Annual Mutual Fund Operating Expenses table, which shows the minimum and maximum total operating expenses, as of December 31, 2017, charged by the underlying mutual funds that a policy owner may periodically pay while the policy is in force. More detail concerning each mutual fund's fees and expenses is contained in the mutual fund's prospectus.
- 2) The Legal Proceedings for Nationwide Life Insurance Company and Nationwide Investment Services Corporation, which describe certain information about the legal and regulatory proceedings that the Company is subject to.
- 3) The Underlying Mutual Fund Information appendix, which contains information about the mutual funds available to the policy owner through investment in the sub-accounts.

Total Annual Mutual Fund Operating Expenses		
	Minimum	Maximum
Total Annual Mutual Fund Operating Expenses (expenses that are deducted from the mutual fund assets, including management fees, distribution (12b-1) fees, and other expenses)	0.27%	1.42%

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 separate account.

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.

Please refer to the prospectus for each underlying mutual fund for more detailed information.

Designations Key:

FF: The underlying mutual fund corresponding to this Sub-Account 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.

AllianceBernstein Variable Products Series Fund, Inc. - AB VPS Small/Mid Cap Value Portfolio: Class A

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 I

Investment Advisor: American Century Investment Management, Inc.
Investment Objective: Long-term capital growth with income as a secondary objective.

BlackRock Variable Series Funds, Inc. - BlackRock Global Allocation V.I. Fund: Class II

Investment Advisor: BlackRock Advisors, LLC
Sub-advisor: BlackRock Investment Management, LLC
Investment Objective: Seek high total investment return.

Dreyfus Investment Portfolios - Small Cap Stock Index Portfolio: Service Shares

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.: Initial Shares

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: Initial Shares

This Sub-Account is only available in policies issued 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.

Federated Insurance Series - Federated Quality Bond Fund II: Primary Shares

This Sub-Account is only available in policies issued before May 1, 2008

Investment Advisor: Federated Investment Management Company
Investment Objective: Current income.

Fidelity Variable Insurance Products Fund - Fidelity VIP Freedom Fund 2010 Portfolio: Service Class

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

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

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 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

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 Portfolio: Service Class

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

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

This Sub-Account is only available in policies issued 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

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 Value Strategies Portfolio: Service Class

This Sub-Account is only available in policies issued before May 1, 2006

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: Capital appreciation.

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 Rising Dividends VIP Fund: Class 1

This Sub-Account is only available in policies issued before May 1, 2006

Investment Advisor: Franklin Advisory Services, LLC
Investment Objective: Long-term capital appreciation, with preservation of capital as an important consideration.

Franklin Templeton Variable Insurance Products Trust - Franklin Small Cap Value VIP Fund: Class 1

Investment Advisor: Franklin Advisory Services, LLC
Investment Objective: Seeks long-term total return.

Franklin Templeton Variable Insurance Products Trust - Templeton Developing Markets VIP Fund: Class 2

This Sub-Account is only available in policies issued before April 30, 2014

Investment Advisor: Templeton Asset Management, Ltd.
Investment Objective: Seeks long-term capital appreciation.

Franklin Templeton Variable Insurance Products Trust - Templeton Foreign VIP Fund: Class 2

This Sub-Account is only available in policies issued before April 30, 2014

Investment Advisor: Templeton Investment Counsel, LLC
Investment Objective: Seeks long-term capital growth.

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.

Invesco - Invesco V.I. American Franchise Fund: Series I Shares

Investment Advisor: Invesco Advisers, Inc.
Investment Objective: Seeks capital growth.

Invesco - Invesco V.I. Mid Cap Growth Fund: Series I Shares

Investment Advisor: Invesco Advisers, Inc.
Investment Objective: Capital growth.

Ivy Variable Insurance Portfolios - Asset Strategy: Class II (formerly, Ivy Variable Insurance Portfolios - Asset Strategy)

This Sub-Account is only available in policies issued before May 1, 2017

Investment Advisor: Ivy Investment Management Company
Investment Objective: To seek to provide total return.

Janus Henderson VIT Forty Portfolio: Service Shares

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 Sub-Account is only available in policies issued before May 1, 2016

Investment Advisor: Janus Capital Management LLC
Investment Objective: Long-term growth of capital.

MFS® Variable Insurance Trust - MFS Value Series: Initial Class

Investment Advisor: Massachusetts Financial Services Company
Investment Objective: To seek capital appreciation.

MFS® Variable Insurance Trust II - MFS Massachusetts Investors Growth Stock Portfolio: Initial Class

This Sub-Account is only available in policies issued before March 27, 2015

Investment Advisor: Massachusetts Financial Services Company
Investment Objective: To seek capital appreciation.

Morgan Stanley Variable Insurance Fund, Inc. - Core Plus Fixed Income Portfolio: Class I

This Sub-Account is only available in policies issued before May 1, 2009

Investment Advisor: Morgan Stanley Investment Management Inc.
Investment Objective: Above-average total return over a market cycle of three to five years by investing primarily in a diversified portfolio of fixed income securities.

Nationwide Variable Insurance Trust - American Century NVIT Multi Cap Value Fund: Class I

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 I

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 - 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 I

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 I

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 I

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 I

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 I

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) Moderate Fund: Class I

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 I

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 I

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 I

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 I

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 Emerging Markets Fund: Class I

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 I

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 Equity Fund: Class II

This Sub-Account is no longer available to receive transfers or new premium payments effective May 1, 2011

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 II

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: BlackRock Investment Management, LLC
Investment Objective: The Fund seeks to match the performance of the Morgan Stanley Capital International 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 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 I

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Boston Advisors, LLC
Investment Objective: The Fund seeks long-term capital growth.

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 I

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 I

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 I

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 I

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 I

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 I

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 I

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 I

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 I

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 I

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 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 - 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.

Neuberger Berman Advisers Management Trust - Mid-Cap Growth Portfolio: Class S

This Sub-Account is only available in policies issued before November 6, 2015

Investment Advisor: Neuberger Berman Investment Advisers LLC
Investment Objective: The Fund seeks growth of capital.

Neuberger Berman Advisers Management Trust - Short Duration Bond Portfolio: Class I

Investment Advisor: Neuberger Berman Investment Advisers LLC
Investment Objective: The Fund seeks the highest available current income consistent with liquidity and low risk to principal; total return is a secondary goal.

Neuberger Berman Advisers Management Trust – Sustainable Equity Portfolio: Class I (formerly, Neuberger Berman Advisers Management Trust - Socially Responsive Portfolio: Class I)

This Sub-Account is only available in policies issued before May 1, 2008

Investment Advisor: Neuberger Berman Investment Advisers LLC
Investment Objective: The Fund seeks to invest primarily in common stocks of mid- to large-capitalization companies that meet the Fund's quality oriented financial and environmental, social and governance criteria.

Oppenheimer Variable Account Funds - Oppenheimer Global Fund/VA: Non-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 Global Strategic Income Fund/VA: Non-Service Shares

Investment Advisor: OFI Global Asset Management, Inc.
Sub-advisor: OppenheimerFunds, Inc.
Investment Objective: The Fund seeks total return.

Oppenheimer Variable Account Funds - Oppenheimer Main Street Fund®/VA: Non-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: Non-Service Shares

Investment Advisor: OFI Global Asset Management, Inc.
Sub-advisor: OppenheimerFunds, Inc.
Investment Objective: Capital appreciation.

PIMCO Variable Insurance Trust - Foreign Bond Portfolio (Unhedged): Administrative 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: Administrative 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.

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.

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.

Prospectus supplement dated March 12, 2018

to the following prospectus(es):

Nationwide Destination Architect 2.0, 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, Nationwide Destination Freedom+, BOA CVUL Future (NWL), BAE Future Corporate FPVUL, Next Generation Corporate Variable Universal Life, Future Executive VUL, Nationwide YourLife Protection VUL - New York, Nationwide YourLife Accumulation VUL - New York, Nationwide YourLife Survivorship VUL - New York, Nationwide YourLife Protection VUL - NLAIC, Marathon Performance VUL, Nationwide YourLife Accumulation VUL - NLAIC, Nationwide YourLife Survivorship VUL, 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 B, Nationwide Destination C, Nationwide Destination EV 2.0, Nationwide Destination L, Nationwide Destination L 2.0, America's marketFLEX Advisor Annuity, America's marketFLEX II Annuity, America's marketFLEX Edge Annuity, 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, The BB&T Future Annuity, BOA V, NEA Valuebuilder Select, BOA FPVUL, BOA Next Generation FPVUL, BOA ChoiceLife FPVUL, BOA Next Generation II FPVUL, NLIC Options Plus, NLIC Options Premier, and NLIC Options dated May 1, 2017

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 Venue Annuity, BOA Choice Annuity, Key Choice, and Paine Webber Choice Annuity 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

Nationwide Enterprise The Best of America Annuity, BOA TruAccord Variable Annuity, Market Street VIP/2 Annuity (NLAIC), BOA MSPVL, BOA MSPVL II (BOA MSPVL Future), BOA Protection FPVUL, BOA ChoiceLife Protection FPVUL, America's marketFLEX VUL, Nationwide Options Select - New York, Survivor Options Premier (NLIC), Survivor Options Elite (NLIC), BOA CVUL Future (NLAIC), BOA CVUL (NLAIC), INVESCO PCVUL, 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 InvestCare, VIP Extra Credit Annuity (NLIC), Market Street VIP/2 Annuity (NLIC), VIP Extra Credit Annuity (NLAIC), BOA SPVL, BOA Last Survivor FPVUL, Multi-Flex FPVUL, and Options VL (NLAIC) dated May 1, 2002

VIP Premier DCA Annuity (NLIC) and VIP Premier DCA Annuity (NLAIC) dated November 1, 2001

Eagle Choice Annuity and Options VIP Annuity (NLAIC) dated May 1, 2001
Survivor Options Plus (NLIC), Special Product (NLIC), and Survivor Options VL (NLAIC) dated May
1, 2000

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

At a meeting held on or about March 7, 2018, the Board of Trustees of Nationwide Variable Insurance Trust (the "Trust") approved the termination of Putnam Investment Management, LLC ("Putnam") as a subadviser to the NVIT Multi-Manager Small Company Fund (the "Fund"). This change is anticipated to take effect on or about April 27, 2018 (the "Effective Date").

Prospectus supplement dated January 4, 2018

to the following prospectus(es):

Nationwide Destination Architect 2.0, 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, Nationwide YourLife Protection VUL - NLAIC, Marathon Performance VUL, Nationwide YourLife Accumulation VUL - NLAIC, Nationwide YourLife Survivorship VUL, Nationwide Protector IVUL, Nationwide Accumulator IVUL, Nationwide YourLife Protection VUL - New York, Nationwide YourLife Accumulation VUL - New York, Nationwide YourLife Survivorship VUL - New York, NLIC Options Plus, NLIC Options Premier, BOA America's Future Annuity, BOA V, 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, Nationwide Destination B, Nationwide Destination C, Nationwide Destination EV 2.0, Nationwide Destination L, Nationwide Destination L 2.0, BOA FFPVUL, BOA Next Generation FFPVUL, and BOA ChoiceLife FFPVUL dated May 1, 2017

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

BOA America's Income Annuity dated May 1, 2014

BOA Choice Annuity, Paine Webber Choice Annuity, BOA Choice Venue Annuity II, Nationwide Destination EV, Nationwide Destination Navigator, 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

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

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

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

On December 18, 2017 (the "Effective Date"), the Fidelity Funds' Board of Trustees approved the removal of short-term redemption fees from certain Fidelity funds.

Therefore, the following changes apply as of the Effective Date:

- Short-term redemption fees will no longer be assessed on the Fidelity Variable Insurance Products Fund – VIP Energy Portfolio: Service Class 2 fund.

**Prospectus supplement dated November 15, 2017
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 YourLife Protection VUL - NLAIC, Marathon Performance VUL, Nationwide YourLife Accumulation VUL - NLAIC, Nationwide YourLife Survivorship VUL, Future Executive VUL, BOA CVUL Future (NWL), BAE Future Corporate FPVUL, Next Generation Corporate Variable Universal Life, Nationwide YourLife Protection VUL - New York, Nationwide YourLife Accumulation VUL - New York, Nationwide YourLife Survivorship VUL - New York, Nationwide Destination Freedom+, NEA Valuebuilder, America's marketFLEX II Annuity, America's marketFLEX Edge Annuity, America's marketFLEX Advisor Annuity, 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, BOA All American Annuity, M&T All American, BOA IV, BOA America's Vision Annuity, BOA America's Future Annuity II, 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, NLIC Options, NLIC Options Plus, and NLIC Options Premier dated May 1, 2017

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

BOA America's Income Annuity dated May 1, 2014

BOA Choice Annuity, Key Choice, Paine Webber Choice Annuity, 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

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

Multi-Flex Annuity, BOA TruAccord Variable Annuity, Nationwide Enterprise The Best of America Annuity, BOA CVUL Future (NLAIC), BOA CVUL (NLAIC), INVESCO PCVUL, Nationwide Options Select AO, BOA MSPVL, BOA MSPVL II (BOA MSPVL Future), BOA Protection FPVUL, BOA ChoiceLife Protection FPVUL, America's marketFLEX VUL, Nationwide Options Select - New York, Survivor Options Elite (NLIC), Survivor Options Premier (NLIC), Market Street VIP/2 Annuity (NLAIC), Options Premier (NLAIC), and Survivor Options Premier (NLAIC) dated May 1, 2008

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

ElitePRO LTD and ElitePRO Classic dated May 1, 2003

BOA InvestCare, BOA SPVL, BOA Multiple Pay, BOA Last Survivor FPVUL, Multi-Flex FPVUL, Market Street VIP/2 Annuity (NLIC), VIP Extra Credit Annuity (NLIC), VIP Extra Credit Annuity (NLAIC), and Options VL (NLAIC) dated May 1, 2002

VIP Premier DCA Annuity (NLIC) and VIP Premier DCA Annuity (NLAIC) dated November 1, 2001

NLAIC Annuity and Options VIP Annuity (NLAIC) dated May 1, 2001
Citibank Annuity, Special Product (NLIC), Survivor Options Plus (NLIC), and Survivor Options VL
(NLAIC) dated May 1, 2000

VIP Annuity (NLIC) and NLAIC VIP Annuity dated May 2, 1994
SPVL and VLI (NLIC) dated May 1, 1987

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

Effective on or about November 13, 2017 (the "Effective Date"), HighMark Capital Management, Inc. ("HighMark") will no longer serve as subadviser to the Nationwide Variable Insurance Trust – Nationwide Fund (the "Fund").

At a special meeting on November 8, 2017, the Board of Trustees (the "Board") of the Nationwide Variable Insurance Trust (the "Trust") approved the appointment of AQR Capital Management, LLC (AQR) as the new subadviser to the Fund. This change is anticipated to be implemented on or about the Effective Date.

**Prospectus supplement dated September 29, 2017
to the following prospectus(es):**

Nationwide Destination Freedom+, Nationwide Destination Architect 2.0, 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, Nationwide YourLife Protection VUL - NLAIC, Marathon Performance VUL, Nationwide YourLife Accumulation VUL - NLAIC, Nationwide YourLife Survivorship VUL, BOA CVUL Future (NWL), BAE Future Corporate FPVUL, Future Executive VUL, Next Generation Corporate Variable Universal Life, Nationwide YourLife Protection VUL - New York, Nationwide YourLife Accumulation VUL - New York, Nationwide YourLife Survivorship VUL - New York, NLIC Options Plus, NLIC Options Premier, America's marketFLEX Advisor Annuity, America's marketFLEX II Annuity, America's marketFLEX Edge Annuity, BOA All American Annuity, M&T All American, BOA America's Future Annuity, Key Future, NEA Valuebuilder Future, America's Future Horizon Annuity, BOA V, NEA Valuebuilder Select, 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 B, Nationwide Destination C, Nationwide Destination EV 2.0, Nationwide Destination L, Nationwide Destination L 2.0, BOA FPVUL, BOA Next Generation FPVUL, BOA ChoiceLife FPVUL, and BOA Next Generation II FPVUL dated May 1, 2017

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

BOA America's Income Annuity dated May 1, 2014

BOA Choice Venue Annuity, BOA Choice Annuity, Paine Webber Choice 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

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

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

BOA Exclusive Annuity, America's Vision Plus Annuity, and America's Vision 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 13, 2017, the Board of Trustees of Nationwide Variable Insurance Trust (the "Trust") approved the termination of Brookfield Investment Management, Inc. ("Brookfield") as the subadviser to the NVIT Real Estate Fund (the "Fund") and approved the appointment of Wellington Management Company LLP ("Wellington Management") as the new subadviser to the Fund. This change is anticipated to take effect on or about September 29, 2017 (the "Effective Date").

Prospectus supplement dated June 21, 2017

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, Nationwide Destination Freedom+, Nationwide YourLife Protection VUL - New York, Nationwide YourLife Accumulation VUL - New York, Nationwide YourLife Survivorship VUL - New York, Nationwide YourLife Protection VUL - NLAIC, Marathon Performance VUL, Nationwide YourLife Accumulation VUL - NLAIC, Nationwide YourLife Survivorship VUL, 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 B, Nationwide Destination C, Nationwide Destination EV 2.0, Nationwide Destination L, Nationwide Destination L 2.0, America's marketFLEX Advisor Annuity, America's marketFLEX II Annuity, America's marketFlex Edge Annuity, BOA All American Annuity, M&T All American, Compass All American, BOA America's Future Annuity, The BB&T Future Annuity, BOA V, BOA FFPVUL, BOA Next Generation FFPVUL, BOA ChoiceLife FFPVUL, BOA Next Generation II FFPVUL, NLIC Options Plus, NLIC Options Premier, and NLIC Options prospectus dated May 1, 2017

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 Venue Annuity, BOA Choice Annuity, and Paine Webber Choice Annuity 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, BOA ChoiceLife Survivorship II, Next Generation Survivorship Life, BOA Protection Survivorship Life, BOA ChoiceLife Protection, and Marathon VUL (NLAIC) dated May 1, 2009

Nationwide Enterprise The Best of America Annuity, BOA TruAccord Variable Annuity, Market Street VIP/2 Annuity (NLAIC), BOA MSPVL, BOA MSPVL II (BOA MSPVL Future), BOA Protection FFPVUL, BOA ChoiceLife Protection FFPVUL, 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

BOA Exclusive Annuity dated May 1, 2004

ElitePRO LTD and ElitePRO Classic dated May 1, 2003

VIP Extra Credit Annuity (NLIC), Market Street VIP/2 Annuity (NLIC), VIP Extra Credit Annuity (NLAIC), and Options VL (NLAIC) dated May 1, 2002

VIP Premier DCA Annuity (NLIC) and VIP Premier DCA Annuity (NLAIC) dated November 1, 2001
Options VIP Annuity (NLAIC) dated May 1, 2001

Survivor Options Plus (NLIC), Special Product (NLIC), and Survivor Options VL (NLAIC) dated May 1, 2000

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

On June 14, 2017, the Board of Trustees of Nationwide Variable Insurance Trust (the "Trust") approved the termination of J.P. Morgan Investment Management Inc. ("JPMorgan") as a subadviser to the NVIT Multi-Manager International Value Fund (the "Fund") and approved the appointment of Thompson, Siegel & Walmsley LLC ("TSW") as a new subadviser to the Fund. This change is anticipated to take effect on or about July 10, 2017 (the "Effective Date").

**Prospectus supplement dated June 1, 2017
to the following prospectus(es):**

Nationwide Options Select - New York, Marathon VUL (NLAIC), and Nationwide Options Select AO

This supplement updates certain information contained in your prospectus. Please read it and keep it with your prospectus for future reference.
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The following disclosure changes are made to the prospectus:

- (1) The prospectus offers the following underlying mutual fund(s) as investment option(s) under the contract/policy. Effective June 5, 2017, the name of the investment option(s) are updated as indicated below:

CURRENT NAME	UPDATED NAME
Janus Aspen Series - Forty Portfolio: Service Shares	Janus Henderson VIT Forty Portfolio: Service Shares
Janus Aspen Series - Global Technology Portfolio: Service Shares	Janus Henderson VIT Global Technology Portfolio: Service Shares
Janus Aspen Series - Overseas Portfolio: Service Shares	Janus Henderson VIT Overseas Portfolio: Service Shares

**Prospectus supplement dated May 1, 2017
to the following prospectus(es):**

BOA Choice Annuity and Paine Webber Choice Annuity dated May 1, 2013

This supplement updates certain information contained in your prospectus. Please read it and keep it with your prospectus for future reference.
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The following disclosure changes are made to the prospectus:

- (1) The following investment option(s) are only available to contracts/policies for which good order applications were received prior to May 1, 2017:
 - Fidelity Variable Insurance Products Fund - VIP Mid Cap Portfolio: Initial Class
 - Ivy Funds Variable Insurance Portfolios - Asset Strategy

- (2) The prospectus offers the following underlying mutual fund(s) as investment option(s) under the contract/policy. Effective May 1, 2017, the name of the investment option(s) are updated as indicated below:

CURRENT NAME	UPDATED NAME
Dreyfus Socially Responsible Growth Fund, Inc.: Initial Shares	The Dreyfus Sustainable U.S. Equity Portfolio, Inc.: Initial Shares
The Universal Institutional Funds, Inc. - Core Plus Fixed Income Portfolio: Class I	Morgan Stanley Variable Insurance Fund, Inc. - Core Plus Fixed Income Portfolio: Class I
The Universal Institutional Funds, Inc. - Emerging Markets Debt Portfolio: Class I	Morgan Stanley Variable Insurance Fund, Inc. - Emerging Markets Debt Portfolio: Class I
Nationwide Variable Insurance Trust - NVIT Money Market Fund: Class I	Nationwide Variable Insurance Trust - NVIT Government Money Market Fund: Class I
Ivy Funds Variable Insurance Portfolios - Asset Strategy	Ivy Variable Insurance Portfolios - Asset Strategy

Effective May 1, 2017, the *Legal Proceedings* section of the prospectus is deleted and replaced in its entirety with the following:

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 proceedings 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. Regulatory proceedings may also affect the outcome of one or more of the Company's litigation matters. Furthermore, it is often not possible with any degree of certainty to determine the likely ultimate outcomes of the pending regulatory and legal proceedings or to provide reasonable ranges of potential losses. Some matters are in very preliminary stages, and the Company does not have sufficient information to make an assessment of the claims for

liability or damages. In some of the legal proceedings which are seeking to be certified as class actions, the court has not yet decided whether a class will be certified or (in the event of certification) the size of the class and class period. In many of legal proceedings, the plaintiffs are seeking undefined amounts of damages or other relief, including punitive damages and equitable remedies, which are difficult to quantify and cannot be defined based on the information currently available. 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 condensed consolidated financial position. Nonetheless, it is possible that such outcomes could materially affect the Company's condensed consolidated financial position or results of operations in a particular quarter or annual period given the large or indeterminate amounts sought in certain of these legal proceedings and the inherent unpredictability of litigation. 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 recognizes an asset for insurance recoveries, not to exceed cumulative accrued losses, when recovery under such policies is probable and reasonably estimable.

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 ("DOL"), 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 its 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 activity by the DOL, may impact the Company's business and operations, and certain estimates and assumptions used by the Company in determining the amounts presented in the 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 of any material nature.

Prospectus supplement dated March 14, 2017

to the following prospectus(es):

BOA IV, BOA America's Vision Annuity, BOA America's Future Annuity II, Nationwide Destination Architect 2.0, 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, The BB&T Future Annuity, BOA V, NEA Valuebuilder Select, NEA Valuebuilder, BOA FPVUL, BOA Next Generation FPVUL, BOA ChoiceLife FPVUL, BOA CVUL Future (NWL), BAE Future Corporate FPVUL, Next Generation Corporate Variable Universal Life, Future Executive VUL, 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, Nationwide YourLife Survivorship VUL, America's marketFLEX Annuity, and BOA America's Exclusive Annuity II prospectus dated May 1, 2016

BOA America's Income Annuity and BOA Advisor Variable Annuity prospectus 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 Venue Annuity, BOA Choice Annuity, and Key Choice prospectus dated May 1, 2013

Schwab Income Choice Variable Annuity prospectus dated May 1, 2012

Schwab Custom Solutions Variable Annuity prospectus dated May 1, 2010

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

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, Options Elite (NLIC), Survivor Options Elite (NLIC), BOA CVUL Future (NLAIC), BOA CVUL (NLAIC), Nationwide Options Select AO, Survivor Options Premier (NLAIC), Options Premier (NLAIC), and Options Elite (NLAIC) prospectus dated May 1, 2008

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

ElitePRO LTD and ElitePRO Classic prospectus dated May 1, 2003

BOA InvestCare, BOA SPVL, BOA Multiple Pay, BOA Last Survivor FPVUL, Multi-Flex FPVUL, Options VL (NLAIC) prospectus dated May 1, 2002

Survivor Options Plus (NLIC), Special Product (NLIC), and Survivor Options VL (NLAIC)
prospectus dated May 1, 2000

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

On March 8, 2017, the Board of Trustees of Nationwide Variable Insurance Trust (the "Trust") approved the termination of Winslow Capital Management, LLC ("Winslow") as subadviser to the NVIT Multi-Manager Large Cap Growth Fund (the "Fund") and approved the appointment of Loomis, Sayles & Company, L.P. ("Loomis Sayles") to subadvise the Fund. This change is anticipated to take effect on or about March 31, 2017 (the "Effective Date").

Prospectus supplement dated December 20, 2016

to the following prospectus(es):

Nationwide Destination Architect 2.0, 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 C, Nationwide Destination EV 2.0, Nationwide Destination EV NY 2.0, Nationwide Destination L 2.0, Nationwide Destination L NY 2.0, Nationwide Destination Navigator 2.0, Nationwide Destination Navigator NY 2.0, Nationwide Destination Freedom+, BOA CVUL Future (NWL), BAE Future Corporate FPVUL, Nationwide YourLife Protection VUL - New York, Nationwide YourLife Accumulation VUL - New York, Nationwide YourLife Survivorship VUL - New York, Nationwide YourLife Protection VUL - NLAIC, Marathon Performance VUL, Nationwide YourLife Accumulation VUL - NLAIC, and Nationwide YourLife Survivorship VUL prospectus dated May 1, 2016

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 B, Nationwide Destination L, BOA America's Future Annuity, Key Future, NEA Valuebuilder Future, America's Future Horizon Annuity, The BB&T Future Annuity, BOA America's Exclusive Annuity II, BOA V, NEA Valuebuilder Select, BOA FPVUL, BOA Next Generation FPVUL, BOA ChoiceLife FPVUL, BOA Next Generation II FPVUL, NLIC Options Plus, NLIC Options Premier, and NLIC Options prospectus dated May 1, 2015

BOA America's Income Annuity prospectus dated May 1, 2014

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

Schwab Income Choice Variable Annuity prospectus dated May 1, 2012

Schwab Custom Solutions Variable Annuity prospectus dated May 1, 2010

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

Nationwide Enterprise The Best of America Annuity, Market Street VIP/2 Annuity (NLAIC), 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), BOA CVUL Future (NLAIC), BOA CVUL (NLAIC), INVESCO PCVUL, Nationwide Options Select AO, Survivor Options Premier (NLAIC), and Options Premier (NLAIC) prospectus dated May 1, 2008

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

ElitePRO LTD and ElitePRO Classic prospectus dated May 1, 2003

BOA InvestCare, VIP Extra Credit Annuity (NLIC), Market Street VIP/2 Annuity (NLIC), VIP Extra Credit Annuity (NLAIC), and Options VL (NLAIC) prospectus dated May 1, 2002

VIP Premier DCA Annuity (NLIC) and VIP Premier DCA Annuity (NLAIC) prospectus dated November 1, 2001

Options VIP Annuity (NLAIC) prospectus dated May 1, 2001

Survivor Options Plus (NLIC), Special Product (NLIC), and Survivor Options VL (NLAIC)
prospectus dated May 1, 2000

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

- On December 7, 2016, the Board of Trustees of Nationwide Variable Insurance Trust (the "Trust") approved the termination of Invesco Advisers, Inc. ("Invesco") as subadviser to the Invesco NVIT Comstock Value Fund (the "Fund") and approved the appointment of BlackRock Investment Management, LLC ("BlackRock") to subadvise the Fund. This change is anticipated to take effect on or before January 31, 2017 (the "Effective Date").
- As of the Effective Date, the Fund is renamed "BlackRock NVIT Equity Dividend Fund." All references in the prospectus to the Fund are updated accordingly.

**Prospectus supplement dated August 3, 2016
to the following prospectus(es):**

BOA FPVUL and BOA Next Generation II FPVUL prospectuses dated May 1, 2016

Marathon VUL (NLAIC) prospectus dated May 1, 2009

Nationwide Enterprise The Best of America Annuity, BOA MSPVL, Nationwide Options Select -
New York, Nationwide Options Select AO prospectuses dated May 1, 2008

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

The following changes are made to the prospectus:

1) The *Designations Key of Appendix A: Underlying Mutual Funds* is revised to include the following designation:

<p>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.</p>
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The designations for the following underlying mutual funds listed in *Appendix A: Underlying Mutual Funds* are updated as follows:

Nationwide Variable Insurance Trust - American Funds NVIT Asset Allocation Fund: Class II

Investment Advisor: Capital Research and Management Company
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
Investment Objective: The Fund seeks to maximize an investors level of current income and preserve the investor's capital.

Designation: MF

Nationwide Variable Insurance Trust - American Funds NVIT Global Growth Fund: Class II

Investment Advisor: Capital Research and Management Company
Investment Objective: The Fund is designed for investors seeking capital appreciation through stocks.

Designation: MF

Nationwide Variable Insurance Trust - American Funds NVIT Growth Fund: Class II

Investment Advisor: Capital Research and Management Company
Investment Objective: The Fund is designed for investors seeking capital appreciation principally through investment in stocks.

Designation: MF

Nationwide Variable Insurance Trust - American Funds NVIT Growth-Income Fund: Class II

Investment Advisor: Capital Research and Management Company
Investment Objective: The fund seeks to achieve long-term growth of capital and income.

Designation: MF

2) Effective January 1, 2016, all references to Neuberger Berman Management LLC, Neuberger Berman LLC, and Neuberger Berman Fixed Income LLC as Sub-advisor to the following funds is changed to Neuberger Berman Investment Advisers LLC:

- Nationwide Variable Insurance Trust – NVIT Multi-Manager Mid Cap Growth Fund
- Neuberger Berman Advisers Management Trust – Mid-Cap Growth Portfolio

- Nationwide Variable Insurance Trust – Neuberger Berman NVIT Multi Cap Opportunities Fund
- Neuberger Berman Advisers Management Trust – Short Duration Bond Portfolio
- Nationwide Variable Insurance Trust – Neuberger Berman NVIT Socially Responsible Fund
- Neuberger Berman Advisers Management Trust – Socially Responsive Portfolio

3) The following investment option is only available to contracts/policies for which good order applications were received prior to November 6, 2015:

- Neuberger Berman Advisers Management Trust – Mid-Cap Growth Portfolio: S Class Shares

**Prospectus supplement dated May 1, 2016
to the following prospectus(es):**

Nationwide Options Select - New York and Nationwide Options Select AO prospectus dated 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 *Treatment of Unclaimed Property* section in the prospectus is deleted and replaced in its entirety with the following:

Treatment of Unclaimed Property

Every state has unclaimed property laws which generally declare annuity contracts or life insurance policies to be abandoned after a period of inactivity of three to five years from the contract's annuity commencement date or policy maturity 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/policy 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.

2) Effective May 1, 2016, any and all references to "underlying mutual fund payments" are deleted and replaced with "underlying mutual fund service fee payments" in the prospectus and/or SAI.

3) Effective May 1, 2016, any and all references to "mutual fund payments" are deleted and replaced with "mutual fund service fee payments" in the prospectus and/or SAI.

The following investment option(s) are only available to contracts/policies for which good order applications were received prior to May 1, 2016:

- Dreyfus Variable Investment Fund – Appreciation Portfolio: Initial Shares
- Janus Aspen Series – Overseas Portfolio: Service Shares

The prospectus offers the following underlying mutual fund(s) as investment option(s) under the contract/policy. Effective May 1, 2016, the name of the investment option(s) are updated as indicated below:

CURRENT NAME	UPDATED NAME
Wells Fargo Advantage Variable Trust – VT Small Cap Growth Fund: Class 2	Wells Fargo Variable Trust – VT Small Cap Growth Fund: Class 2

Effective May 1, 2016, the *Legal Proceedings* section of the prospectus is deleted and replaced in its entirety with the following:

Legal Proceedings

Nationwide Life Insurance Company and Nationwide Life and Annuity 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. The Company's legal and regulatory matters include proceedings specific to the Company and other proceedings generally applicable to business practices in the industries in which the Company operates. These matters are subject to many uncertainties, and given their complexity and scope, their outcomes cannot be predicted. Regulatory proceedings could also affect the outcome of one or more of the Company's litigation matters. Furthermore, it is often not possible to determine the ultimate outcomes of the pending regulatory investigations and legal proceedings or to provide reasonable ranges of potential losses with any degree of certainty. Some matters, including certain of those referred to below, are in very preliminary stages, and the Company does not have sufficient information to make an assessment of the plaintiffs' claims for liability or damages. In some of the cases seeking to be certified as class actions, the court has not yet decided whether a class will be certified or (in the event of certification) the size of the class and class period. In many of the cases, the plaintiffs are seeking undefined amounts of damages or other relief, including punitive damages and equitable remedies, which are difficult to quantify and cannot be defined based on the information currently available. The Company believes, however, that based on currently known information, the ultimate outcome of all pending legal and regulatory matters is not likely to have a material adverse effect on the Company's condensed consolidated financial position. Nonetheless, given the large or indeterminate amounts sought in certain of these matters and the inherent unpredictability of litigation, it is possible that such outcomes could materially affect the Company's condensed consolidated financial position or results of operations in a particular quarter or annual period.

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. The financial services industry has been the subject of increasing scrutiny in connection with a broad spectrum of regulatory issues; with respect to all such scrutiny directed at the Company and/or its affiliates, the Company is cooperating with regulators. The Company will cooperate with Nationwide Mutual Insurance Company (NMIC) insofar as any inquiry, examination or investigation encompasses NMIC's operations.

On August 15, 2001, NFS and NLIC were named in a lawsuit filed in the United States District Court for the District of Connecticut entitled *Lou Haddock, as trustee of the Flyte Tool & Die, Incorporated Deferred Compensation Plan, et al v. Nationwide Financial Services, Inc. and Nationwide Life Insurance Company*. On November 18, 2009, the plaintiffs filed a sixth amended complaint amending the list of named plaintiffs and claiming to represent a class of qualified retirement plan trustees under the Employee Retirement Income Security Act of 1974 (ERISA) that purchased variable annuities from NLIC. The plaintiffs allege that they invested ERISA plan assets in their variable annuity contracts and that NLIC and NFS breached ERISA fiduciary duties by allegedly accepting service payments from certain mutual funds. The complaint seeks damages in an amount equivalent to some or all of the payments allegedly received by NFS and NLIC, other unspecified relief for restitution, declaratory and injunctive relief, and attorneys fees. On November 6, 2009, the Court granted the plaintiffs motion for class certification. On October 21, 2010, the District Court dismissed NFS from the lawsuit. On February 6, 2012, the Second Circuit Court of Appeals vacated the November 6, 2009 order granting class certification and remanded the case back to the District Court for further consideration. On September 6, 2013, the District Court granted the plaintiffs motion for class certification. On December 11, 2014, the plaintiffs filed a 7th Amended Complaint adding another sub class of defendants that held trust platform products. On December 11, 2014, plaintiff filed a motion for preliminary approval of settlement. On January 5, 2015, the Court signed the Order Preliminarily Approving Settlement and Approving Form and Manner of Notice. On March 31, 2015, the Court held a Fairness Hearing. On April 9, 2015, the Court entered the Final Order and Consent Judgment. The Company has paid the loss amount. In November 2015, the settlement administrator mailed settlement checks to class members.

Nationwide Investment Services Corporation

The general distributor, NISC, is not engaged in any litigation of any material nature.

Prospectus supplement dated December 28, 2015

to the following prospectus(es):

BOA All American Annuity, Sun Trust All American, America's Horizon Annuity and Nationwide Destination Freedom+ prospectuses dated May 1, 2015

BOA Choice Venue Annuity and Key Choice prospectuses dated May 1, 2013

BOA TruAccord Variable Annuity, Nationwide Options Select AO and Nationwide Options Select - New York prospectuses dated May 1, 2008

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

- On December 9, 2015, the Board of Trustees of Nationwide Variable Insurance Trust (the "Trust") approved the termination of The Boston Company Asset Management, LLC ("The Boston Company") as subadviser to the NVIT Large Cap Growth Fund (the "Fund"), and approved the appointment of Boston Advisors, LLC ("Boston Advisors") to subadvise the Fund. This change is anticipated to take effect on or before December 31, 2015 (the "Effective Date").
- On December 9, 2015, the Board of Trustees of Nationwide Variable Insurance Trust (the "Trust") approved the termination of The Boston Company Asset Management, LLC ("The Boston Company") as subadviser to the NVIT Emerging Markets Fund (the "Fund"), and approved the appointment of Lazard Asset Management LLC ("Lazard") to subadvise the Fund. This change is anticipated to take effect on or about February 1, 2016 (the "Effective Date").
- At a meeting of the Board of Trustees (the "Board") of Nationwide Variable Insurance Trust (the "Trust") held on December 9, 2015, the Board approved the termination of Pyramis Global Advisors, LLC ("Pyramis") as subadviser to the NVIT Multi-Manager Large Cap Growth Fund (the "Fund"), and approved the appointment of Smith Asset Management Group L.P. ("Smith Group") as a new subadviser to the Fund. This change is anticipated to take effect on or before December 31, 2015 (the "Effective Date").
- At a meeting of the Board of Trustees (the "Board") of Nationwide Variable Insurance Trust (the "Trust") held on December 9, 2015, the Board approved the termination of Neuberger Berman Management LLC ("Neuberger Berman") as subadviser to the NVIT Multi-Manager Small Company Fund (the "Fund"), and approved the appointment of Jacobs Levy Equity Management, Inc. ("Jacobs Levy") as a new subadviser to the Fund. This change is anticipated to take effect on or before December 31, 2015 (the "Effective Date").

**Prospectus supplement dated August 19, 2015
to the following prospectus(es):**

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, Nationwide Destination C, BOA America's Future Annuity, BOA America's Exclusive Annuity II, BOA V, BOA FPVUL, BOA Next Generation FPVUL, BOA ChoiceLife FPVUL, BOA Next Generation II FPVUL, NLIC Options Plus, and NLIC Options Premier prospectus dated May 1, 2015

BOA America's Income Annuity prospectus dated May 1, 2014

BOA Choice Venue Annuity II, BOA Choice Annuity, and BOA Choice Venue Annuity prospectus dated May 1, 2013

Schwab Custom Solutions Variable Annuity prospectus dated May 1, 2010

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

Nationwide Enterprise The Best of America 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, and Options Premier (NLAIC) prospectus dated May 1, 2008

Survivor Options VL (NLAIC) prospectus dated May 1, 2000

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

1) Effective July 1, 2015, Wells Capital Management (WellsCap), along with the rest of the Asset Management Division of Wells Fargo, rebranded under one name and logo: Wells Fargo Asset Management. This change was made strictly to unify and utilize the recognizable brand identity of Wells Fargo. No other changes are made, materially or otherwise, to WellsCap or to the underlying subaccounts in the product to which WellsCap is a subadvisor.

2) On June 24, 2015, the Board of Trustees of Neuberger Berman Advisers Management Trust approved a Plan of Reorganization of Neuberger Berman Advisers Management Trust - AMT Small Cap Growth Portfolio (the "Target Fund") into Neuberger Berman Advisers Management Trust - AMT Mid-Cap Growth Portfolio (the "Surviving Fund"). The merger is expected to occur on or about November 6, 2015 (the "Merging Date"). Effective on or about November 4, 2015 (the "Closing Date"), the Target Fund will no longer be available to receive transfers or new purchase/premium payments. After the Merging Date, the Target Fund will be dissolved. Any allocations made to the Target Fund will be automatically allocated to the Surviving Fund, subject to availability. As such, the following changes apply to the contract/policy:

- Effective on the Closing Date, the Surviving Fund is added as an investment option under the contract/policy, and the following disclosure is added to *Appendix A: Subaccount Information*:

Neuberger Berman Advisers Management Trust - AMT Mid-Cap Growth Portfolio: S Class Shares

Investment Advisor: Neuberger Berman Management LLC
Sub-advisor: Neuberger Berman, LLC
Investment Objective: The Fund seeks growth of capital.

- Effective on the Merging Date, any and all references in the prospectus to the Target Fund are deleted and replaced with the Surviving Fund.
- Effective on the Merging Date, any and all allocations to the Target Fund are transferred to the Surviving Fund.
- The Surviving Fund is only available as an investment option to contracts/policies issued prior to November 6, 2015.

Prospectus supplement dated May 1, 2015

to the following prospectus(es):

Marathon VUL (NLAIC) prospectus dated May 1, 2009

Nationwide Options Select - New York and Nationwide Options Select AO prospectus dated May 1, 2008

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

1) The following disclosures are added to the prospectus. Any conflicting information in the existing prospectus is superseded by the following:

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-attacks, Nationwide and/or its service providers and intermediaries may be subject to regulatory fines and financial losses and/or reputational damage. Cyber security 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/policy values are adversely affected as a result of the failure of Nationwide's cyber-security controls, Nationwide will take reasonable steps to restore contract/policy 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/policy 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.

Currency

Any money Nationwide pays, or that is paid to Nationwide, must be in the currency of the United States of America.

The first paragraph of the *Types of Payments Nationwide Receives* section is deleted in its entirety and replaced with the following:

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.

The following paragraph is added to the *Amount of Payments Nationwide Receives* section:

For contracts/policies owned by an employer sponsored retirement plan, upon a plan trustee's request, Nationwide will provide a best estimate of plan-specific, aggregate data regarding the amount of underlying mutual fund 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.

2) The prospectus offers the following underlying mutual fund(s) as investment option(s) under the policy. Effective May 1, 2015, the name of the investment option(s) are updated as indicated below:

CURRENT NAME	UPDATED NAME
AllianceBernstein Variable Products Series Fund, Inc. - AllianceBernstein Small/Mid Cap Value Portfolio: Class A	AllianceBernstein Variable Products Series Fund, Inc. - AB VPS Small/Mid Cap Value Portfolio: Class A

3) The following change(s) have been made with respect to the following underlying mutual fund(s):

Effective April 30, 2015 (the "Effectiveness Date"), Fidelity Variable Insurance Products Fund - VIP Overseas Portfolio: Service Class (the "Target Fund") is added as an investment option in all contracts/policies. On the Effectiveness Date, any account value allocated to Fidelity Variable Insurance Products Fund - VIP Overseas Portfolio: Service Class R will transfer to the Target Fund. Following the merger, the Target Fund will remain available as an investment option in all contracts/policies and the following disclosure is added to *Appendix A: Underlying Mutual Funds*.

Fidelity Variable Insurance Products Fund - VIP Overseas Portfolio: Service Class

Investment Advisor: Fidelity Management & Research Company
 Sub-adviser: 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.

4) The *Legal Proceedings* section of the prospectus is deleted and replaced in its entirety with the following:

Nationwide Life Insurance Company and Nationwide Life and Annuity 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. The Company's legal and regulatory matters include proceedings specific to the Company and other proceedings generally applicable to business practices in the industries in which the Company operates. These matters are subject to many uncertainties, and given their complexity and scope, their outcomes cannot be predicted. Regulatory proceedings could also affect the outcome of one or more of the Company's litigation matters. Furthermore, it is often not possible to determine the ultimate outcomes of the pending regulatory investigations and legal proceedings or to provide reasonable ranges of potential losses with any degree of certainty. Some matters, including certain of those referred to below, are in very preliminary stages, and the Company does not have sufficient information to make an assessment of the plaintiffs' claims for liability or damages. In some of the cases seeking to be certified as class actions, the court has not yet decided whether a class will be certified or (in the event of certification) the size of the class and class period. In many of the cases, the plaintiffs are seeking undefined amounts of damages or other relief, including punitive damages and equitable remedies, which are difficult to quantify and cannot be defined based on the information currently available. The Company believes, however, that based on currently known information, the ultimate outcome of all pending legal and regulatory matters is not likely to have a material adverse effect on the Company's condensed consolidated financial position. Nonetheless, given the large or indeterminate amounts sought in certain of these matters and the inherent unpredictability of litigation, it is possible that such outcomes could materially affect the Company's condensed consolidated financial position or results of operations in a particular quarter or annual period.

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. The financial services industry has been the subject of increasing scrutiny in connection with a broad spectrum of regulatory issues; with respect to all such scrutiny directed at the Company and/or its

affiliates, the Company is cooperating with regulators. The Company will cooperate with Nationwide Mutual Insurance Company (NMIC) insofar as any inquiry, examination or investigation encompasses NMIC's operations.

On August 15, 2001, NFS and NLIC were named in a lawsuit filed in the United States District Court for the District of Connecticut entitled *Lou Haddock, as trustee of the Flyte Tool & Die, Incorporated Deferred Compensation Plan, et al v. Nationwide Financial Services, Inc. and Nationwide Life Insurance Company*. On November 18, 2009, the plaintiffs filed a sixth amended complaint amending the list of named plaintiffs and claiming to represent a class of qualified retirement plan trustees under the Employee Retirement Income Security Act of 1974 (ERISA) that purchased variable annuities from NLIC. The plaintiffs allege that they invested ERISA plan assets in their variable annuity contracts and that NLIC and NFS breached ERISA fiduciary duties by allegedly accepting service payments from certain mutual funds. The complaint seeks damages in an amount equivalent to some or all of the payments allegedly received by NFS and NLIC, other unspecified relief for restitution, declaratory and injunctive relief, and attorneys fees. On November 6, 2009, the Court granted the plaintiffs motion for class certification. On October 21, 2010, the District Court dismissed NFS from the lawsuit. On February 6, 2012, the Second Circuit Court of Appeals vacated the November 6, 2009 order granting class certification and remanded the case back to the District Court for further consideration. On September 6, 2013, the District Court granted the plaintiffs motion for class certification. On December 11, 2014, the plaintiffs filed a 7th Amended Complaint adding another sub class of defendants that held trust platform products. On December 11, 2014, plaintiff filed a motion for preliminary approval of settlement. On January 5, 2015, the Court signed the Order Preliminarily Approving Settlement and Approving Form and Manner of Notice. On March 31, 2015, the Court held a Fairness Hearing and proposed a few changes to the Final Order that Nationwide has taken under consideration. NFS has made adequate provision for all probable and reasonably estimable losses associated with this settlement.

Nationwide Investment Services Corporation

The general distributor, NISC, is not engaged in any litigation of any material nature.

Prospectus supplement dated February 13, 2015

to the following prospectus(es):

BOA FPVUL, BOA Next Generation FPVUL, BOA ChoiceLife FPVUL, BOA Next Generation II FPVUL, NLIC Options Plus, and NLIC Options Premier prospectus dated May 1, 2014

BOA Last Survivorship II, BOA ChoiceLife Survivorship, BOA ChoiceLife Survivorship II, Next Generation Survivorship Life, BOA Protection Survivorship Life, and BOA ChoiceLife Protection prospectus dated May 1, 2009

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) prospectus dated May 1, 2008

BOA Last Survivor FPVUL prospectus 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.

In December, 2014, the MFS® Funds' Board of Trustees approved the proposed reorganization of MFS® Variable Insurance Trust - MFS Investors Growth Stock Series: Initial Class (the "Target Fund") into MFS® Variable Insurance Trust II - MFS Massachusetts Investors Growth Stock Portfolio: Initial Class (the "Surviving Fund"). The proposed transaction is subject to approval by the shareholders of the Target Fund at a shareholders' meeting expected to be held on or about March 19, 2015. The merger is expected to occur on March 27, 2015. As such, effective on or about March 27, 2015, the following changes apply to the policy:

- The Surviving Fund is added as an investment option under the policy, and all references in the prospectus to the Target Fund are deleted and replaced with the Surviving Fund.
- Any allocations to the Target Fund are transferred to the Surviving Fund.
- The Surviving Fund is only available as an investment option to policies issued prior to March 27, 2015.

2) The *Legal Proceedings* section of the prospectus with respect to Nationwide Life Insurance Company or Nationwide Life and Annuity Insurance Company is deleted and replaced in its entirety with the following:

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. The Company's legal and regulatory matters include proceedings specific to the Company and other proceedings generally applicable to business practices in the industries in which the Company operates. These matters are subject to many uncertainties, and given their complexity and scope, their outcomes cannot be predicted. Regulatory proceedings could also affect the outcome of one or more of the Company's litigation matters. Furthermore, it is often not possible to determine the ultimate outcomes of the pending regulatory investigations and legal proceedings or to provide reasonable ranges of potential losses with any degree of certainty. Some matters, including certain of those referred to below, are in very preliminary stages, and the Company does not have sufficient information to make an assessment of the plaintiffs' claims for liability or damages. In some of the cases seeking to be certified as class actions, the court has not yet decided whether a class will be certified or (in the event of certification) the size of the class and class period. In many of the cases, the plaintiffs are seeking undefined amounts of damages or other relief, including punitive damages and equitable remedies, which are difficult to quantify and cannot be defined based on the information currently available. The Company believes, however, that based on currently known information, the ultimate outcome of all pending legal and regulatory matters is not likely to have a material adverse effect on the Company's condensed consolidated financial position. Nonetheless, given the large or indeterminate amounts sought in certain of these matters and the inherent unpredictability of litigation, it is possible

that such outcomes could materially affect the Company's condensed consolidated financial position or results of operations in a particular quarter or annual period.

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. The financial services industry has been the subject of increasing scrutiny in connection with a broad spectrum of regulatory issues; with respect to all such scrutiny directed at the Company and/or its affiliates, the Company is cooperating with regulators. The Company will cooperate with Nationwide Mutual Insurance Company (NMIC) insofar as any inquiry, examination or investigation encompasses NMIC's operations.

On August 15, 2001, NFS and NLIC were named in a lawsuit filed in the United States District Court for the District of Connecticut entitled Lou Haddock, as trustee of the Flyte Tool & Die, Incorporated Deferred Compensation Plan, et al v. Nationwide Financial Services, Inc. and Nationwide Life Insurance Company. On November 18, 2009, the plaintiffs filed a sixth amended complaint amending the list of named plaintiffs and claiming to represent a class of qualified retirement plan trustees under the Employee Retirement Income Security Act of 1974 (ERISA) that purchased variable annuities from NLIC. The plaintiffs allege that they invested ERISA plan assets in their variable annuity contracts and that NLIC and NFS breached ERISA fiduciary duties by allegedly accepting service payments from certain mutual funds. The complaint seeks damages in an amount equivalent to some or all of the payments allegedly received by NFS and NLIC, other unspecified relief for restitution, declaratory and injunctive relief, and attorneys' fees. On November 6, 2009, the Court granted the plaintiff's motion for class certification. On October 21, 2010, the District Court dismissed NFS from the lawsuit. On February 6, 2012, the Second Circuit Court of Appeals vacated the November 6, 2009 order granting class certification and remanded the case back to the District Court for further consideration. On September 6, 2013, the District Court granted the plaintiffs' motion for class certification. On December 11, 2014, the plaintiffs filed a Seventh Amended Complaint adding another sub class of defendants that held trust platform products. On December 11, 2014, plaintiffs filed a motion for preliminary approval of settlement. On January 5, 2015, the Court signed the Order Preliminarily Approving Settlement and Approving Form and Manner of Notice. A Fairness Hearing has been set for March 31, 2015. NFS has made adequate provision for all probable and reasonably estimable losses associated with this settlement.

On November 20, 2007, Nationwide Retirement Solutions, Inc. (NRS) and NLIC were named in a lawsuit filed in the Circuit Court of Jefferson County, Alabama entitled Ruth A. Gwin and Sandra H. Turner, and a class of similarly situated individuals v. Nationwide Life Insurance Company, Nationwide Retirement Solutions, Inc., Alabama State Employees Association, PEBCO, Inc. and Fictitious Defendants A to Z. On March 12, 2010, NRS and NLIC were named in a Second Amended Class Action Complaint filed in the Circuit Court of Jefferson County, Alabama entitled Steven E. Coker, Sandra H. Turner, David N. Lichtenstein and a class of similarly situated individuals v. Nationwide Life Insurance Company, Nationwide Retirement Solutions, Inc., Alabama State Employees Association, Inc., PEBCO, Inc. and Fictitious Defendants A to Z claiming to represent a class of all participants in the Alabama State Employees Association, Inc. (ASEA) Plan, excluding members of the Deferred Compensation Committee, ASEA's directors, officers and board members, and PEBCO's directors, officers and board members. On October 22, 2010, the parties to this action executed a court approved stipulation of settlement that agreed to certify a class for settlement purposes only, that provided for payments to the settlement class, and that provided for releases, certain bar orders, and dismissal of the case. The settlement fund has been paid out. On December 6, 2011, the Court entered an Order that NRS owed indemnification to ASEA and PEBCO for only the Coker (Gwin) class action, and dismissed NLIC. The Company resolved the indemnification claims of ASEA. On February 15, 2013, the Court issued its Order determining the amount of fees due to PEBCO on its indemnification claim. On March 28, 2014, the Alabama Supreme Court reversed the trial Court decision awarding PEBCO its attorney fees and remanded the case back to the trial court to enter a judgment in favor of NRS. PEBCO's counsel has asked the court to reconsider its decision. On August 29, 2014 the Alabama Supreme Court denied PEBCO's request for reconsideration. The claims against Nationwide have now been dismissed.

Lehman Brothers Holdings, Inc. (Debtors) and Giddens, James v NLIC and NMIC, et al. In 2012 the Plaintiff, Debtor in Possession Lehman Brothers Special Financing, Inc., filed a class action in the United States Bankruptcy Court for the Southern District of New York seeking the recovery of certain assets from approximately 200 defendants, including Nationwide Life Insurance Company (NLIC) and Nationwide Mutual Insurance Company (NMIC) (the "Distributed Action"). The claims against NLIC and NMIC arise from the bankruptcy filings in 2008 of the Plaintiff and its parent company, Lehman Brothers Holding, Inc., which triggered the early termination of two collateralized debt obligation transactions, resulting in payments to NLIC and NMIC. The Plaintiff seeks to have certain sums returned to the bankruptcy estate in addition to prejudgment interest and costs. In 2013, Plaintiff sent correspondence to all defendants inviting settlement discussions and served NMIC and NLIC with a "SPV Derivatives ADR Notice," formally starting the Alternative Dispute

Resolution process. NMIC and NLIC responded, taking part in the ADR process, including a mediation. On July 17, 2014, the parties reached a settlement of this matter. On December 8, 2014, the settlement agreements were finalized and executed. Nationwide has issued the settlement payment, was dismissed from the case with prejudice on December 31, 2014, and this matter will soon be closed.

**Prospectus supplement dated August 6, 2014
to the following prospectus(es):**

Nationwide Options Select (AO and NY) prospectus dated 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 prospectus offers the following underlying mutual funds as investment options under the contract. The prospectus has been corrected to reflect updated information for these investment options as indicated below:

UNDERLYING MUTUAL FUND	UPDATED INFORMATION
BlackRock Variable Series Funds, Inc. - BlackRock Global Allocation VI. Fund	Sub-advisor: BlackRock Investment Management, LLC
Nationwide Variable Insurance Trust - NVIT Multi-Manager International Value Fund	Sub-advisor: Dimensional Fund Advisors LP; JPMorgan Investment Management Inc.
Nationwide Variable Insurance Trust - NVIT Multi-Manager Large Cap Growth Fund	Sub-advisor: Massachusetts Financial Services Company; Pyramis Global Advisors LLC; and Winslow Capital Management, LLC
Nationwide Variable Insurance Trust - NVIT Multi-Manager Large Cap Value Fund	Sub-advisor: Massachusetts Financial Services Company; Wellington Management Company, LLP; The Boston Company Asset Management, LLC
Nationwide Variable Insurance Trust - NVIT Multi-Manager Mid Cap Value Fund	Sub-advisor: American Century Investment Management, Inc.; Thompson, Siegel & Walmsley LLC; WEDGE Capital Management L.L.P.
Nationwide Variable Insurance Trust - NVIT Multi-Manager Small Cap Value Fund	Sub-advisor: Epoch Investment Partners, Inc.; JPMorgan Investment Management Inc.
Nationwide Variable Insurance Trust - NVIT Multi-Manager Small Company Fund	Sub-advisor: Morgan Stanley Investment Management Inc.; Neuberger Berman Management LLC; OppenheimerFunds, Inc.; Putnam Investment Management, LLC

Prospectus supplement dated May 1, 2014

to the following prospectus(es):

Nationwide Options Select (NY) prospectus dated May 1, 2008

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

1) The following disclosure is added to the prospectus:

Note: The policy owner selects the Premium amount and frequency shown in the policy illustration to show Nationwide how much Premium the policy owner intends to pay and when. Illustrated Premium and hypothetical rates of return are not guaranteed. Investment Experience varies over time, is rarely the same year-over-year, and may be negative. Because the policy is a variable universal life insurance policy with the potential for unfavorable Investment Experience, including extended periods of significant stock market decline, additional Premium may be required to meet a policy owner's goals and/or to prevent the policy from Lapsing. Generally, variable universal life insurance is considered a long-term investment. Policy owners should weigh the investment risk and costs associated with the policy against their objectives, time horizon, risk tolerance, and ability to pay additional Premium if necessary.

2) The prospectus offers the following underlying mutual funds as investment options under the spolicy. Effective May 1, 2014, the name of the investment options are updated as indicated below:

CURRENT NAME	UPDATED NAME
Franklin Templeton Variable Insurance Products Trust - Franklin Income Securities Fund: Class 2	Franklin Templeton Variable Insurance Products Trust - Franklin Income VIP Fund: Class 2
Franklin Templeton Variable Insurance Products Trust - Franklin Rising Dividends Securities Fund: Class 1	Franklin Templeton Variable Insurance Products Trust - Franklin Rising Dividends VIP Fund: Class 1
Franklin Templeton Variable Insurance Products Trust - Franklin Small Cap Value Securities Fund: Class 1	Franklin Templeton Variable Insurance Products Trust - Franklin Small Cap Value VIP Fund: Class 1
Franklin Templeton Variable Insurance Products Trust - Franklin Templeton VIP Founding Funds Allocation Fund: Class 2	Franklin Templeton Variable Insurance Products Trust - Franklin Founding Funds Allocation VIP Fund: Class 2
Franklin Templeton Variable Insurance Products Trust - Templeton Developing Markets Securities Fund: Class 2	Franklin Templeton Variable Insurance Products Trust - Templeton Developing Markets VIP Fund: Class 2
Franklin Templeton Variable Insurance Products Trust - Templeton Foreign Securities Fund: Class 2	Franklin Templeton Variable Insurance Products Trust - Templeton Foreign VIP Fund: Class 2
Franklin Templeton Variable Insurance Products Trust - Templeton Global Bond Securities Fund: Class 2	Franklin Templeton Variable Insurance Products Trust - Templeton Global Bond VIP Fund: Class 2
Nationwide Variable Insurance Trust - NVIT International Equity Fund: Class VI	Nationwide Variable Insurance Trust - NVIT International Equity Fund: Class II
Nationwide Variable Insurance Trust - Templeton NVIT International Value Fund: Class III	Nationwide Variable Insurance Trust - Templeton NVIT International Value Fund: Class I

3) The following changes have been made with respect to the following underlying mutual funds:

Effective April 30, 2014, Class 3 Shares of the Oppenheimer Variable Account Funds - Oppenheimer Global Fund/VA merged into Oppenheimer Variable Account Funds - Oppenheimer Global Fund/VA: Non-Service Shares, which has been added as an investment option.

4) The *Legal Proceedings* section of the prospectus is deleted and replaced in its entirety with the following:

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. The Company's legal and regulatory matters include proceedings specific to the Company and other proceedings generally applicable to business practices in the industries in which the Company operates. These matters are subject to many uncertainties, and given their complexity and scope, their outcomes cannot be predicted. Regulatory proceedings could also affect the outcome of one or more of the Company's litigation matters. Furthermore, it is often not possible to determine the ultimate outcomes of the pending regulatory investigations and legal proceedings or to provide reasonable ranges of potential losses with any degree of certainty. Some matters, including certain of those referred to below, are in very preliminary stages, and the Company does not have sufficient information to make an assessment of the plaintiffs' claims for liability or damages. In some of the cases seeking to be certified as class actions, the court has not yet decided whether a class will be certified or (in the event of certification) the size of the class and class period. In many of the cases, the plaintiffs are seeking undefined amounts of damages or other relief, including punitive damages and equitable remedies, which are difficult to quantify and cannot be defined based on the information currently available. The Company believes, however, that based on currently known information, the ultimate outcome of all pending legal and regulatory matters is not likely to have a material adverse effect on the Company's condensed consolidated financial position. Nonetheless, given the large or indeterminate amounts sought in certain of these matters and the inherent unpredictability of litigation, it is possible that such outcomes could materially affect the Company's condensed consolidated financial position or results of operations in a particular quarter or annual period.

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, 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. The financial services industry has been the subject of increasing scrutiny in connection with a broad spectrum of regulatory issues; with respect to all such scrutiny directed at the Company and/or its affiliates, the Company is cooperating with regulators. The Company will cooperate with Nationwide Mutual Insurance Company (NMIC) insofar as any inquiry, examination or investigation encompasses NMIC's operations.

On August 15, 2001, NFS and NLIC were named in a lawsuit filed in the United States District Court for the District of Connecticut entitled *Lou Haddock, as trustee of the Flyte Tool & Die, Incorporated Deferred Compensation Plan, et al v. Nationwide Financial Services, Inc. and Nationwide Life Insurance Company*. On November 18, 2009, the plaintiffs filed a sixth amended complaint amending the list of named plaintiffs and claiming to represent a class of qualified retirement plan trustees under the Employee Retirement Income Security Act of 1974 (ERISA) that purchased variable annuities from NLIC. The plaintiffs allege that they invested ERISA plan assets in their variable annuity contracts and that NLIC and NFS breached ERISA fiduciary duties by allegedly accepting service payments from certain mutual funds. The complaint seeks disgorgement of some or all of the payments allegedly received by NFS and NLIC, other unspecified relief for restitution, declaratory and injunctive relief, and attorneys' fees. On November 6, 2009, the Court granted the plaintiffs' motion for class certification. On October 21, 2010, the District Court dismissed NFS from the lawsuit. On February 6, 2012, the Second Circuit Court of Appeals vacated the November 6, 2009 order granting class certification and remanded the case back to the District Court for further consideration. On September 6, 2013, the District Court granted the plaintiffs' motion for class certification. The case is set for trial beginning February 9, 2015. NLIC continues to defend this lawsuit vigorously.

On November 20, 2007, Nationwide Retirement Solutions, Inc. (NRS) and NLIC were named in a lawsuit filed in the Circuit Court of Jefferson County, Alabama entitled *Ruth A. Gwin and Sandra H. Turner, and a class of similarly situated individuals v. Nationwide Life Insurance Company, Nationwide Retirement Solutions, Inc., Alabama State Employees Association, PEBCO, Inc. and Fictitious Defendants A to Z*. On March 12, 2010, NRS and NLIC were named in a Second Amended Class Action Complaint filed in the Circuit Court of Jefferson County, Alabama entitled *Steven E. Coker, Sandra H. Turner, David N. Lichtenstein and a class of similarly situated individuals v. Nationwide Life Insurance Company, Nationwide Retirement Solutions, Inc., Alabama State Employees Association, Inc., PEBCO, Inc. and Fictitious*

Defendants A to Z claiming to represent a class of all participants in the Alabama State Employees Association, Inc. (ASEA) Plan, excluding members of the Deferred Compensation Committee, ASEA's directors, officers and board members, and PEBCO's directors, officers and board members. On October 22, 2010, the parties to this action executed a court approved stipulation of settlement that agreed to certify a class for settlement purposes only, that provided for payments to the settlement class, and that provided for releases, certain bar orders, and dismissal of the case. The settlement fund has been paid out. On December 6, 2011, the Court entered an Order that NRS owed indemnification to ASEA and PEBCO for only the Coker (Gwin) class action, and dismissed NLIC. The Company resolved the indemnification claims of ASEA. On February 15, 2013, the Court issued its Order determining the amount of fees due to PEBCO on its indemnification claim. On March 28, 2014, the Alabama Supreme Court reversed the trial Court decision awarding PEBCO its attorney fees and remanded the case back to the trial court to enter a judgment in favor of NRS. NRS continues to defend this case vigorously.

Lehman Brothers Holdings, Inc. (Debtors) and Giddens, James v NLIC and NMIC, et al. In 2012 the Plaintiff, Debtor in Possession Lehman Brothers Special Financing, Inc., filed a class action in the United States Bankruptcy Court for the Southern District of New York seeking the recovery of nearly \$3.0 billion in assets from all the named defendants including NLIC and NMIC. This litigation arises from two collateralized debt obligation transactions, 801 Grand and Alta, which resulted in payments to NLIC and NMIC after the Plaintiff and its parent company, Lehman Brothers Holding, Inc. filed for bankruptcy in 2008. This triggered an early termination of the above transactions. The Plaintiff seeks to have sums returned to the bankruptcy estate in addition to prejudgment interest and costs. The case is currently stayed. In 2013, Plaintiff sent correspondence to all defendants inviting settlement discussions and has served NMIC and NLIC with a "SPV Derivatives ADR Notice," formally starting the Alternative Dispute Resolution process. NMIC and NLIC have responded, and are currently taking part in the ADR process. Mediation was scheduled for and proceeded on December 13, 2013, but the parties reached an impasse. The mediator is continuing to work with the parties and is expected to issue a final recommendation shortly. On January 10, 2014, Lehman filed another motion to extend the stay for a final four month period. After a hearing, the court extended the stay to the later of (a) May 20, 2014 or (b) 30 days after the court enters a scheduling order governing the Distributed Action. The parties have been negotiating the proposed scheduling order for the conduct of the Distributed Action litigation, and Lehman filed a revised proposed scheduling order on March 24, 2014. On April 14, 2014, Nationwide and 77 other defendants filed a joint response to the proposed scheduling order, and a hearing on the proposed scheduling order has been scheduled for May 14, 2014.

Nationwide Investment Services Corporation

The general distributor, NISC, is not engaged in any litigation of any material nature.

Prospectus supplement dated March 31, 2014

to the following prospectus(es):

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

BOA MSPVL, BOA MSPVL II, BOA Protection FPVUL, BOA ChoiceLife Protection FPVUL, Nationwide Options Select (NY) prospectus dated 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 Board of Trustees of Nationwide Variable Insurance Trust ("NVIT") approved a proposal to convert shares of NVIT funds that assess a redemption fee ("Redemption Fee Funds") into corresponding shares of NVIT funds that do not assess a redemption fee ("Non-redemption Fee Funds"). The conversion is expected to occur after the close of business on April 25, 2014.

To implement this conversion, after the close of business on April 25, 2014, all assets allocated to Sub-Accounts of Redemption Fee Funds will be redeemed and the proceeds will be applied to corresponding Sub-Accounts of Non-redemption Fee Funds. As of April 26, 2014, Sub-Accounts of Redemption Fee Funds will no longer exist and all references in your prospectus to the Redemption Fee Funds will be replaced with Non-redemption Fee Funds.

The specific Sub-Accounts impacted by this conversion are noted below:

<i>Redemption Fee Fund</i>	<i>Non-redemption Fee Fund</i>
NVIT - Federated NVIT High Income Bond Fund: Class III	NVIT - Federated NVIT High Income Bond Fund: Class I*
NVIT - NVIT Emerging Markets Fund: Class III	NVIT - NVIT Emerging Markets Fund: Class I*
NVIT - NVIT International Equity Fund: Class III	NVIT - NVIT International Equity Fund: Class I*
NVIT - NVIT International Index Fund: Class VI	NVIT - NVIT International Index Fund: Class II*
NVIT - NVIT Multi-Manager International Growth Fund: Class III	NVIT - NVIT Multi-Manager International Growth Fund: Class I*
NVIT - NVIT Multi-Manager International Value Fund: Class III	NVIT - NVIT Multi-Manager International Value Fund: Class I*

*This Non-redemption Fee Fund will be an available investment option for all Contract Owners (subject to any limitations described elsewhere in the prospectus).

Prospectus supplement dated October 1, 2013

to the following prospectus(es):

The Best of America® Last Survivorship II, The Best of America® ChoiceLifeSM Survivorship, The Best of America Next Generation® Survivorship Life, The Best of America® Protection Survivorship Life, The Best of America® ChoiceLifeSM Protection, Waddell & Reed Advisors Survivorship Life, and Nationwide MarathonSM VUL (NLAIC) prospectus dated May 1, 2009

The Best of America® MSPVL, The Best of America® MSPVL II, The Best of America Protection® FPVUL, The Best of America® ChoiceLife ProtectionSM FPVUL, Waddell & Reed Advisors Select Life, Waddell & Reed Advisors Select Life II, America's marketFLEX® VUL, Nationwide Options Select (AO and NY), Survivor Options Elite (NLIC), Survivor Options Premier (NLIC and NLAIC), Options Elite (NLIC and NLAIC), and Options Premier (NLAIC) prospectus dated May 1, 2008

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

Effective immediately, Nationwide will accept telephone requests for full surrenders, partial surrenders and policy loans under certain circumstances and subject to certain restrictions. Nationwide reserves the right to discontinue acceptance of telephonic requests at any time upon written notice to the policy owner. Consequently, the following provisions of this prospectus are amended accordingly:

1. **The following is hereby added to the "Full Surrender" section of the "Surrenders" provision:**

Surrenders

Full Surrender

Notwithstanding anything to the contrary set forth in this prospectus, requests submitted via telephone will be accepted subject to dollar amount limitations and payment restrictions to prevent fraud. Nationwide reserves the right to discontinue acceptance of telephonic requests at any time upon written notice to the policy owner. Please contact the Service Center for current limitations and restrictions on full surrenders.

2. **The following is hereby added to the "Partial Surrender" section of the "Surrenders" provision:**

Partial Surrender

Notwithstanding anything to the contrary set forth in this prospectus, requests submitted via telephone will be accepted subject to dollar amount limitations and payment restrictions to prevent fraud. Nationwide reserves the right to discontinue acceptance of telephonic requests at any time upon written notice to the policy owner. Please contact the Service Center for current limitations and restrictions on partial surrenders.

3. **The following is hereby added to the "Policy Loans" provision:**

Policy Loans

Notwithstanding anything to the contrary set forth in this prospectus, requests submitted via telephone will be accepted subject to dollar amount limitations and payment restrictions to prevent fraud. Nationwide reserves the right to discontinue acceptance of telephonic requests at any time upon written notice to the policy owner. Please contact the Service Center for current limitations and restrictions on policy loans.

4. **The following "Treatment of Unclaimed Property" section is hereby added to "The Death Benefit" provision:**

Treatment of Unclaimed Property

Every state has unclaimed property laws which generally declare life insurance policies to be abandoned after a period of inactivity of three to five years from the policy Maturity 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, Nationwide will escheat the Death Benefit to the abandoned property division or unclaimed property office of the state in which the beneficiary or the policy 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.

Prospectus supplement dated June 14, 2013

to the following prospectus(es):

BOA America's VISION Annuity, BOA America's FUTURE Annuity II, 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, BOA Future Venue Annuity, Nationwide Heritage Annuity, BOA Elite Venue Annuity, BOA Choice Venue Annuity II, Nationwide Destination L, Nationwide Income Architect Annuity, Nationwide Destination B, Nationwide Destination EV, Nationwide Destination Navigator, Nationwide Destination Navigator New York, BOA All American Annuity, M&T All American, BOA America's Future Annuity, Key Future, NEA Valuebuilder Future, America's Future Horizon Annuity, BOA America's Exclusive Annuity II, BOA V, NEA Valuebuilder Select, BOA Choice Annuity, Key Choice, BOA America's Income Annuity, BOA IV, BOA FPVUL, BOA Next Generation FPVUL, BOA ChoiceLife FPVUL, BOA CVUL Future (NWL), BAE Future Corporate FPVUL, Next Generation Corporate Variable Universal Life, Marathon Corporate VUL, Future Executive VUL, 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 prospectus dated May 1, 2013

Schwab Income Choice Variable Annuity prospectus dated May 1, 2012

Schwab Custom Solutions Variable Annuity prospectus dated May 1, 2010

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

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

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

Elite Pro LTD, Elite Pro Classic prospectus dated May 1, 2003

BOA InvestCare, BOA SPVL, BOA Multiple Pay, BOA Last Survivor FPVUL, and Multi-Flex FPVUL, prospectus 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.

Effective on or about June 17, 2013, Invesco Advisers, Inc. will no longer be a sub-adviser for the Nationwide Variable Insurance Trust – NVIT International Equity Fund and will be replaced by Lazard Asset Management LLC.

Prospectus supplement dated May 9, 2013

to the following prospectus(es):

BOA IV, BOA America's VISION Annuity, BOA America's FUTURE Annuity II, Nationwide Destination All American Gold, Compass All American Gold, Key All American Gold, M&T All American Gold (Variable Annuity Portfolio II), Wells Fargo Gold Variable Annuity, BOA Achiever Annuity, America's Horizon Annuity, BOA Future Venue Annuity, Nationwide Heritage Annuity, BOA Elite Venue Annuity, BOA Choice Venue Annuity II, Nationwide Destination L, Nationwide Destination B, Nationwide Destination EV, Nationwide Destination Navigator, Nationwide Destination Navigator (New York), America's marketFLEX Annuity, America's marketFLEX II Annuity, America's marketFLEX Advisor Annuity, BOA All American Annuity, M&T All American, BOA America's Future Annuity, Key Future, America's Future Horizon Annuity, BOA America's Exclusive Annuity II, BOA V, BOA Choice Venue Annuity, BOA Choice Annuity, Key Choice, Paine Webber Choice Annuity, BOA America's Income Annuity, The One Investor Annuity, NLAIC FPVUL, BOA CVUL Future (NWL), BAE Future Corporate FPVUL, Next Generation Corporate Variable Universal Life, Future Executive VUL, NLIC Options Plus, NLIC Options Premier, and NLIC Options prospectus dated May 1, 2013

Schwab Income Choice Variable Annuity prospectus dated May 1, 2012

Schwab Custom Solutions Variable Annuity prospectus dated May 1, 2010

BOA Last Survivorship II, BOA ChoiceLife Survivorship, BOA ChoiceLife Survivorship II, Next Generation Survivorship Life, BOA Protection Survivorship Life, and BOA ChoiceLife Protection, prospectus dated May 1, 2009

Nationwide Enterprise The Best of America Annuity, BOA TruAccord Variable Annuity, Multi-Flex Annuity, Market Street VIP/2 Annuity (NLAIC), BOA MSPVL, BOA MSPVL II, BOA Protection FPVUL, BOA ChoiceLife Protection FPVUL, America's marketFLEX VUL, Nationwide Options Select (AO and NY), Survivor Options Premier (NLIC and NLAIC), Survivor Options Elite (NLIC), BOA CVUL Future (NLAIC), BOA CVUL (NLAIC),

INVESCO PCVUL, and Options Premier (NLAIC) prospectus dated May 1, 2008

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

Elite Pro LTD, Elite Pro Classic, dated May 1, 2003

BOA InvestCare, VIP Extra Credit Annuity (NLIC and NLAIC), Market Street VIP/2 Annuity (NLIC), BOA SPVL, BOA Multiple Pay, BOA Last Survivor FPVUL, Multi-Flex FPVUL, and Options VL (NLAIC) prospectus dated May 1, 2002

VIP Premier DCA Annuity (NLIC and NLAIC) prospectus dated November 1, 2001

NLAIC Annuity, and Options VIP Annuity (NLAIC) prospectus dated May 1, 2001

Citibank Annuity, Survivor Options Plus (NLIC), Special Product (NLIC), NLAIC SPVL, NLAIC Multiple Pay, and Survivor Options VL (NLAIC) prospectus dated May 1, 2000

VIP Annuity (NLIC and NLAIC) prospectus dated May 2, 1994

SPVL and VLI (NLIC) prospectus dated May 1, 1987

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

Effective on or about June 17, 2013, Aberdeen Asset Management Inc. and Diamond Hill Capital Management, Inc. will no longer be sub-advisers for the Nationwide Variable Insurance Trust – NVIT Nationwide Fund and will be replaced by Highmark Capital Management, Inc.

Prospectus supplement dated May 1, 2013

to the following prospectus(es):

Marathon VUL (NLAIC) prospectus dated May 1, 2009

Nationwide Options Select (AO and NY) prospectus dated May 1, 2008

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

- (1) Your prospectus offers the following underlying investment options under your contract. Effective May 1, 2013, the names of the investment options will be updated as indicated below:**

CURRENT NAME

Invesco - Invesco Van Kampen V.I. American Franchise Fund:
Series I Shares

Invesco - Invesco Van Kampen V.I. Mid Cap Growth Fund:
Series I Shares

Nationwide Variable Insurance Trust - Van Kampen NVIT
Comstock Value Fund: Class I

Oppenheimer Variable Account Funds - Oppenheimer Global
Securities Fund/VA: Class 3

Oppenheimer Variable Account Funds - Oppenheimer Main
Street Small- & Mid-Cap Fund(R)/VA: Non-Service Shares

UPDATED NAME

Invesco - Invesco V.I. American Franchise Fund: Series I
Shares

Invesco - Invesco V.I. Mid Cap Growth Fund: Series I Shares

Nationwide Variable Insurance Trust - Invesco NVIT
Comstock Value Fund: Class I

Oppenheimer Variable Account Funds – Oppenheimer
Global Fund/VA: Class 3

Oppenheimer Variable Account Funds - Oppenheimer Main
Street Small Cap Fund(R)/VA: Non-Service Shares

- (2) The "Legal Proceedings" section of your prospectus is replaced with the following:**

Legal Proceedings

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. The Company's legal and regulatory matters include proceedings specific to the Company and other proceedings generally applicable to business practices in the industries in which the Company operates. The Company's litigation and regulatory matters are subject to many uncertainties, and given their complexity and scope, their outcomes cannot be predicted. Regulatory proceedings also could affect the outcome of one or more of the Company's litigation matters. Furthermore, it is often not possible to determine the ultimate outcomes of the pending regulatory investigations and legal proceedings or to provide reasonable ranges of potential losses with any degree of certainty. Some matters, including certain of those referred to below, are in very preliminary stages, and the Company does not have sufficient information to make an assessment of the plaintiffs' claims for liability or damages. In some of the cases seeking to be certified as class actions, the court has not yet decided whether a class will be certified or (in the event of certification) the size of the class and class period. In many of the cases, the plaintiffs are seeking undefined amounts of damages or other relief, including punitive damages and equitable remedies, which are difficult to quantify and cannot be defined based on the information currently available. The Company believes, however, that based on currently known information, the ultimate outcome of all pending legal and regulatory matters is not likely to have a material adverse effect on the Company's consolidated financial position. Nonetheless, given the large or indeterminate amounts sought in certain of these matters and the inherent unpredictability of litigation, it is possible that such outcomes could materially affect the Company's consolidated financial position or results of operations in a particular quarter or annual period.

The financial services industry has been the subject of increasing scrutiny on a broad range of issues by regulators and legislators. The Company and/or its affiliates have been contacted by, self reported or received subpoenas from state and federal regulatory agencies, including the Securities and Exchange Commission, and other governmental bodies, state securities law regulators and state attorneys general for information relating to, among other things, sales compensation,

the allocation of compensation, unsuitable sales or replacement practices, and claims handling and escheatment practices. The Company is cooperating with and responding to regulators in connection with these inquiries and will cooperate with Nationwide Mutual Insurance Company (NMIC) in responding to these inquiries to the extent that any inquiries encompass NMIC's operations.

In October 2012, NLIC and NLAIC entered into a Regulatory Settlement Agreement with the Florida Office of Insurance Regulation and 21 other state Departments of Insurance to resolve a multi-state market conduct exam regarding claim settlement practices. The Regulatory Settlement Agreement applies prospectively and requires NLIC and NLAIC to adopt and implement additional procedures relating to the use of to the Social Security Death Master File and identifying and locating beneficiaries once deaths are identified. In October 2012, NLIC and NLAIC also entered into a Global Resolution Agreement to resolve the related unclaimed property audit.

On November 20, 2007, Nationwide Retirement Solutions, Inc. (NRS) and NLIC were named in a lawsuit filed in the Circuit Court of Jefferson County, Alabama entitled *Ruth A. Gwin and Sandra H. Turner, and a class of similarly situated individuals v. Nationwide Life Insurance Company, Nationwide Retirement Solutions, Inc., Alabama State Employees Association, PEBCO, Inc. and Fictitious Defendants A to Z*. On March 12, 2010, NRS and NLIC were named in a Second Amended Class Action Complaint filed in the Circuit Court of Jefferson County, Alabama entitled *Steven E. Coker, Sandra H. Turner, David N. Lichtenstein and a class of similarly situated individuals v. Nationwide Life Insurance Company, Nationwide Retirement Solutions, Inc., Alabama State Employees Association, Inc., PEBCO, Inc. and Fictitious Defendants A to Z* claiming to represent a class of all participants in the Alabama State Employees Association, Inc. (ASEA) Plan, excluding members of the Deferred Compensation Committee, ASEA's directors, officers and board members, and PEBCO's directors, officers and board members. On October 22, 2010, the parties to this action executed a stipulation of settlement that agreed to certify a class for settlement purposes only, that provided for payments to the settlement class, and that provided for releases, certain bar orders, and dismissal of the case. The settlement fund has been paid out. On December 6, 2011 the Court entered an Order that NRS owes indemnification to ASEA and PEBCO for the Coker (Gwin) class action, and dismissed NLIC. The Company has resolved the indemnification claims of ASEA. On February 13, 2013, the Court issued its Order determining the amount of fees due to PEBCO on its indemnification claim. On March 28, 2013, the Company filed a notice of appeal to the Alabama Supreme Court. NRS continues to defend this case vigorously.

On August 15, 2001, NFS and NLIC were named in a lawsuit filed in the United States District Court for the District of Connecticut entitled *Lou Haddock, as trustee of the Flyte Tool & Die, Incorporated Deferred Compensation Plan, et al v. Nationwide Financial Services, Inc. and Nationwide Life Insurance Company*. On November 18, 2009, the plaintiffs filed a sixth amended complaint amending the list of named plaintiffs and claiming to represent a class of qualified retirement plan trustees under the Employee Retirement Income Security Act of 1974 (ERISA) that purchased variable annuities from NLIC. The plaintiffs allege that they invested ERISA plan assets in their variable annuity contracts and that NLIC and NFS breached ERISA fiduciary duties by allegedly accepting service payments from certain mutual funds. The complaint seeks disgorgement of some or all of the payments allegedly received by NFS and NLIC, other unspecified relief for restitution, declaratory and injunctive relief, and attorneys' fees. On November 6, 2009, the Court granted the plaintiff's motion for class certification and certified a class of "All trustees of all employee pension benefit plans covered by ERISA which had variable annuity contracts with NFS and NLIC or whose participants had individual variable annuity contracts with NFS and NLIC at any time from January 1, 1996, or the first date NFS and NLIC began receiving payments from mutual funds based on a percentage of assets invested in the funds by NFS and NLIC, whichever came first, to the date of November 6, 2009." On October 21, 2010, the District Court dismissed NFS from the lawsuit. On February 6, 2012, the Second Circuit Court of Appeals vacated the November 6, 2009, order granting class certification and remanded the class back to the District Court for further consideration. The plaintiffs have renewed their motion for class certification. On December 18, 2012, the District Court heard oral argument on the motion for class certification. NLIC continues to defend this lawsuit vigorously.

On June 8, 2011, NMIC and NLIC were named in a lawsuit filed in Court of Common Pleas, Cuyahoga County, Ohio entitled *Stanley Andrews and Donald Clark, on their behalf and on behalf of the class defined herein v. Nationwide Mutual Insurance Company and Nationwide Life Insurance Company*. The lower court granted Nationwide's motion to dismiss. Plaintiffs appealed. The Court of Appeals affirmed the dismissal on October 24, 2012. Plaintiffs filed a petition for rehearing en banc on November 5, 2012. The Court of Appeals denied the petition on December 14, 2012. Plaintiff filed a notice of appeal to the Ohio Supreme Court on January 24, 2013. Nationwide has 30 days to file an opposition memorandum. Nationwide filed its memorandum in opposition to plaintiffs' petition for jurisdiction to the Ohio Supreme Court on February 27, 2013.

Lehman Brothers Holdings, Inc. (Debtors) and Giddens, James v NLIC and NMIC, et al. In 2012 the Plaintiff, Debtor in Possession Lehman Brothers Special Financing, Inc., filed a class action in the United States Bankruptcy Court for the Southern District of New York seeking the recovery of nearly \$3 billion in assets from all the named defendants including NLIC and NMIC. This litigation arises from two collateralized debt obligation transactions, 801 Grand and Alta, which resulted in payments to NLIC and NMIC. In 2008, the Plaintiff and its parent company, Lehman Brothers Holding, Inc. filed for bankruptcy which triggered an early termination of the above transactions. The Plaintiff seeks to have sums returned to the bankruptcy estate in addition to prejudgment interest and costs. The case is currently stayed and on February 13, 2013, the Court extended the stay. Responsive pleadings are now due September 5, 2013. Lehman recently sent correspondence out to all defendants inviting settlement discussions which is under review.

Nationwide Investment Services Corporation

The general distributor, NISC, is not engaged in any litigation of any material nature.

Nationwide Life Insurance Company

- Nationwide VLI Separate Account-2
- Nationwide VLI Separate Account-4
- Nationwide VLI Separate Account-7
- Nationwide Provident VLI Separate Account 1

Nationwide Life and Annuity Insurance Company

- Nationwide VL Separate Account-C
- Nationwide VL Separate Account-G
- Nationwide Provident VLI Separate Account A

Prospectus supplement dated March 15, 2013 to

BOA Last Survivor FPVUL and BOA SPVL prospectus dated May 1, 2002;

BOA ChoiceLife Protection FPVUL, BOA Protection FPVUL, BOA MSPVL, BOA MSPVL II, Nationwide Options Select - New York, BOA CVUL (NLAIC), BOA CVUL Future (NLAIC), Nationwide Options Select – NLAIC, NLAIC Options Premier, NLAIC Survivor Options Premier, NLIC Survivor Options Elite, and NLIC Survivor Options Premier prospectus dated May 1, 2008;

BOA ChoiceLife Survivorship, BOA ChoiceLife Survivorship II, BOA Last Survivorship II, Next Generation Survivorship Life, BOA ChoiceLife Protection, BOA Protection Survivorship Life, and Marathon VUL - NLAIC prospectus dated May 1, 2009; and

BAE Future Corporate FPVUL, BOA ChoiceLife FPVUL, BOA CVUL Future (NWL), BOA FPVUL, BOA Next Generation II FPVUL, BOA TNG, Future Executive VUL, Marathon Corporate VUL, Marathon Performance VUL, Nationwide YourLife Accumulation VUL - New York, Nationwide YourLife Accumulation VUL – NLAIC, Nationwide YourLife Protection VUL - New York, Nationwide YourLife Protection VUL – NLAIC, Nationwide YourLife Survivorship VUL, Nationwide YourLife Survivorship VUL - New York, Next Generation Corporate Variable Universal Life, NLIC Options Plus, and NLIC Options Premier prospectus dated May 1, 2012

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

Effective on or about April 1, 2013, Morgan Stanley Investment Management Inc. will no longer be a sub-adviser for the Nationwide Variable Insurance Trust – NVIT Real Estate Fund and will be replaced by Brookfield Investment Management Inc.

Effective on or about April 1, 2013, Waddell & Reed Investment Management Company will no longer be a sub-adviser for the Nationwide Variable Insurance Trust – NVIT Multi-Manager Small Cap Growth Fund and will be replaced by Wellington Management Company, LLP. OppenheimerFunds, Inc. will continue to be a sub-adviser to the Fund.

Nationwide Life Insurance Company

- Nationwide Variable Account - II
- Nationwide Variable Account - 9
- Nationwide Variable Account - 13
- Nationwide VLI Separate Account - 2
- Nationwide VLI Separate Account - 4
- Nationwide VLI Separate Account - 7
- Nationwide Provident VLI Separate Account 1
- Nationwide Variable Account - 7

Nationwide Life and Annuity Insurance Company

- Nationwide VL Separate Account -G
- Nationwide Provident VLI Separate Account A

Prospectus supplement dated September 20, 2012 to the
NLAIC Options VL prospectus dated May 1, 2002

Nationwide Enterprise The Best of America Annuity (NEBA), BOA MSPVL, BOA MSPVL II, NLIC Survivor Options Elite, NLIC Survivor Options Premier, Nationwide Options Select – NLAIC, NLAIC Survivor Options Premier, Nationwide Options Select - NY, and NLAIC Options Premier prospectus dated May 1, 2008;

BOA Protection FPVUL prospectus dated May 1, 2009;

BOA ChoiceLife Protection Survivorship Life, BOA Last Survivorship II, BOA ChoiceLife Survivorship II, and BOA Protection Survivorship Life prospectus dated May 1, 2010;

BOA ChoiceLife Protection, BOA ChoiceLife Survivorship, and Next Generation Survivorship Life prospectus dated May 1, 2011; and

BOA FPVUL, BOA IV, BOA America's VISION Annuity, BOA America's Future Annuity, BOA America's Exclusive Annuity II, BOA V, BOA Choice Annuity, Paine Webber Choice Annuity, BOA Next Generation II FPVUL, BOA Advisor Variable Annuity (No Load Wrap VA) , NLIC Options Plus, NLIC Options Premier, M&T All American, BOA Next Generation FPVUL), and BOA ChoiceLife FPVUL prospectus dated May 1, 2012.

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

Effective October 26, 2012, the following underlying mutual funds will be liquidated and will be merged into the new underlying mutual funds as indicated below:

Liquidated Underlying Mutual Fund	Merged Underlying Mutual Fund
Oppenheimer Variable Account Funds: Oppenheimer High Income Fund/VA – Non-Service Shares	Oppenheimer Variable Account Funds: Oppenheimer Global Strategic Income Fund/VA – Non-Service Shares
Oppenheimer Variable Account Funds: Oppenheimer High Income Fund/VA – Class 3	Oppenheimer Variable Account Funds: Oppenheimer Global Strategic Income Fund/VA – Non-Service Shares

Nationwide Life Insurance Company

- Nationwide VLI Separate Account-2
- Nationwide VLI Separate Account-3
- Nationwide VLI Separate Account-4
- Nationwide VLI Separate Account-6
- Nationwide VLI Separate Account-7
- Nationwide Provident VLI Separate Account 1

Nationwide Life and Annuity Insurance Company

- Nationwide VL Separate Account-C
- Nationwide VL Separate Account-G
- Nationwide VL Separate Account-D
- Nationwide Provident VLI Separate Account A

Prospectus supplement dated June 14, 2012 to
Special Product (NLIC), Survivor Options Plus (NLIC), and Survivor Options VL prospectus dated May 1, 2000;
BOA Survivorship Life, BOA Multiple Pay, BOA SPVL, Multi-Flex FFPVUL, and
Options VL (NLAIC) prospectus dated May 1, 2002;
America's marketFLEX VUL, BOA COLI, ChoiceLife Protection FFPVUL, COLI Future (NLAIC), BOA MSPVL, BOA MSPVL II,
Options Select (NLIC & NLAIC), BOA Protection FFPVUL, Invesco PCVUL, Options Premier (NLAIC), Scudder Deutsche PCVUL,
Survivor Options Elite (NLIC), and Survivor Options Premier (NLIC & NLAIC) prospectus dated May 1, 2008; and
ChoiceLife Protection Survivorship Life, ChoiceLife Survivorship, ChoiceLife Survivorship II, BOA Last Survivorship II,
BOA Next Generation Survivorship Life, BOA Protection Survivorship Life, and
Nationwide Marathon VUL prospectus dated May 1, 2009;

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

Effective on or about June 30, 2012, American Century Investment Management, Inc. will no longer be a sub-adviser for the Nationwide Variable Insurance Trust – NVIT Multi-Manager Mid Cap Growth Fund. Fund assets will be reallocated between the two remaining sub-advisers: Neuberger Berman Management LLC and Wells Capital Management, Inc.

Nationwide Life Insurance Company:

- Nationwide VLI Separate Account - 7

Prospectus supplement dated May 1, 2012

to Prospectus dated May 1, 2008

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

- 1. Your prospectus offers the following underlying mutual fund as an investment option under your contract. Effective May 1, 2012, this underlying mutual fund changed its name as indicated below:**

Old Name	New Name
Invesco – Invesco Van Kampen V.I. Capital Growth Fund: Series I	Invesco – Invesco Van Kampen V.I. American Franchise Fund: Series I

- 2. The "Appendix B: Definitions" is amended to include the following:**

Service Center- The department of Nationwide responsible for receiving service requests. For service requests submitted other than by telephone (including fax requests), the Service Center is Nationwide's mail and document processing facility. For service 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.

- 3. The following new provision is added to the "Transfers Among and Between the Policy Investment Options" section:**

Contacting the Service Center

Requests for service may be made to the Service Center:

- by telephone at 1-800-848-6331 (TDD 1-800-238-3035)
- by mail to P.O. Box 182835, Columbus, Ohio 43218
- 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. To determine which methods are appropriate 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 requests will be effective as of 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 submitted incorrectly on the Valuation Date the request is received at 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. Telephone and computer systems may not always be available. Any telephone system or computer, whether yours or Nationwide's, 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.

- 4. All instructions in the prospectus directing investors to the front page of the prospectus for Nationwide contact information are changed to direct investors to the new "Contacting the Service Center" section.**

5. The "Legal Proceedings" section of your prospectus is replaced with the following:

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. The Company's legal and regulatory matters include proceedings specific to the Company and other proceedings generally applicable to business practices in the industries in which the Company operates. The Company's litigation and regulatory matters are subject to many uncertainties, and given their complexity and scope, their outcomes cannot be predicted. Regulatory proceedings also could affect the outcome of one or more of the Company's litigation matters. Furthermore, it is often not possible to determine the ultimate outcomes of the pending regulatory investigations and legal proceedings or to provide reasonable ranges of potential losses with any degree of certainty. Some matters, including certain of those referred to below, are in very preliminary stages, and the Company does not have sufficient information to make an assessment of the plaintiffs' claims for liability or damages. In some of the cases seeking to be certified as class actions, the court has not yet decided whether a class will be certified or (in the event of certification) the size of the class and class period. In many of the cases, the plaintiffs are seeking undefined amounts of damages or other relief, including punitive damages and equitable remedies, which are difficult to quantify and cannot be defined based on the information currently available. The Company believes, however, that based on currently known information, the ultimate outcome of all pending legal and regulatory matters is not likely to have a material adverse effect on the Company's consolidated financial position. Nonetheless, given the large or indeterminate amounts sought in certain of these matters and the inherent unpredictability of litigation, it is possible that such outcomes could materially affect the Company's consolidated financial position or results of operations in a particular quarter or annual period.

The financial services industry has been the subject of increasing scrutiny on a broad range of issues by regulators and legislators. The Company and/or its affiliates have been contacted by, self reported or received subpoenas from state and federal regulatory agencies, including the Securities and Exchange Commission, and other governmental bodies, state securities law regulators and state attorneys general for information relating to, among other things, sales compensation, the allocation of compensation, unsuitable sales or replacement practices, and claims handling and escheatment practices. The Company is cooperating with and responding to regulators in connection with these inquiries and will cooperate with Nationwide Mutual Insurance Company (NMIC) in responding to these inquiries to the extent that any inquiries encompass NMIC's operations.

On November 20, 2007, Nationwide Retirement Solutions, Inc. (NRS) and NLIC were named in a lawsuit filed in the Circuit Court of Jefferson County, Alabama entitled *Ruth A. Gwin and Sandra H. Turner, and a class of similarly situated individuals v. Nationwide Life Insurance Company, Nationwide Retirement Solutions, Inc., Alabama State Employees Association, PEBCO, Inc. and Fictitious Defendants A to Z*. On March 12, 2010, NRS and NLIC were named in a Second Amended Class Action Complaint filed in the Circuit Court of Jefferson County, Alabama entitled *Steven E. Coker, Sandra H. Turner, David N. Lichtenstein and a class of similarly situated individuals v. Nationwide Life Insurance Company, Nationwide Retirement Solutions, Inc., Alabama State Employees Association, Inc., PEBCO, Inc. and Fictitious Defendants A to Z* claiming to represent a class of all participants in the Alabama State Employees Association, Inc. (ASEA) Plan, excluding members of the Deferred Compensation Committee, ASEA's directors, officers and board members, and PEBCO's directors, officers and board members. On October 22, 2010, the parties to this action executed a stipulation of settlement that agreed to certify a class for settlement purposes only, that provided for payments to the settlement class, and that provided for releases, certain bar orders, and dismissal of the case, subject to the Circuit Courts' approval. The Courts have approved the settlement and the settlement amounts have been paid, but have not yet been distributed to class members. On February 28, 2011, the Court in the Gwin case entered an Order permitting ASEA/PEBCO to assert indemnification claims for attorneys' fees and costs, but barring them from asserting any other claims for indemnification. On April 22, 2011, ASEA and PEBCO filed a second amended cross claim complaint in the Gwin case against NRS and NLIC seeking indemnification. These claims seeking indemnification remain severed. On April 29, 2011, the Companies filed a motion to dismiss ASEA's and PEBCO's amended cross complaint or alternatively for summary judgment. On December 6, 2011 the Court entered an Order that NRS owes indemnification to ASEA and PEBCO for the Coker (Gwin) class action, that NRS does not have a duty to indemnify ASEA and PEBCO for fees associated with the Interpleader action that NRS filed in Montgomery County

and dismissing NLIC. On December 31, 2011, the Court denied the Company's motion to certify this order for an interlocutory appeal. NRS continues to defend this case vigorously.

On August 15, 2001, NFS and NLIC were named in a lawsuit filed in the United States District Court for the District of Connecticut entitled *Lou Haddock, as trustee of the Flyte Tool & Die, Incorporated Deferred Compensation Plan, et al v. Nationwide Financial Services, Inc. and Nationwide Life Insurance Company*. In the plaintiffs' sixth amended complaint, filed November 18, 2009, they amended the list of named plaintiffs and claim to represent a class of qualified retirement plan trustees under the Employee Retirement Income Security Act of 1974 (ERISA) that purchased variable annuities from NLIC. The plaintiffs allege that they invested ERISA plan assets in their variable annuity contracts and that NLIC and NFS breached ERISA fiduciary duties by allegedly accepting service payments from certain mutual funds. The complaint seeks disgorgement of some or all of the payments allegedly received by NFS and NLIC, other unspecified relief for restitution, declaratory and injunctive relief, and attorneys' fees. On November 6, 2009, the Court granted the plaintiff's motion for class certification and certified a class of "All trustees of all employee pension benefit plans covered by ERISA which had variable annuity contracts with NFS and NLIC or whose participants had individual variable annuity contracts with NFS and NLIC at any time from January 1, 1996, or the first date NFS and NLIC began receiving payments from mutual funds based on a percentage of assets invested in the funds by NFS and NLIC, whichever came first, to the date of November 6, 2009". On October 20, 2010, the Second Circuit Court of Appeals granted NLIC's 23(f) petition agreeing to hear an appeal of the District Court's order granting class certification. On October 21, 2010, the District Court dismissed NFS from the lawsuit. On October 27, 2010, the District Court stayed the underlying action pending a decision from the Second Circuit Court of Appeals. On February 6, 2012, the Second Circuit Court of Appeals vacated the class certification order that was issued on November 6, 2009 and remanded the case back to the District Court for further consideration. The plaintiffs have renewed their motion for class certification. On March 30, 2012, the Company filed its brief in opposition to the class certification motion. NLIC continues to defend this lawsuit vigorously.

On May 14, 2010, NLIC was named in a lawsuit filed in the Western District of New York entitled *Sandra L. Meidenbauer, on behalf of herself and all others similarly situated v. Nationwide Life Insurance Company*. The plaintiff claims to represent a class of all individuals who purchased a variable life insurance policy from NLIC during an unspecified period. The complaint claims breach of contract, alleging that NLIC charged excessive monthly deductions and costs of insurance resulting in reduced policy values and, in some cases, premature lapsing of policies. The complaint seeks reimbursement of excessive charges, costs, interest, attorney's fees, and other relief. NLIC filed a motion to dismiss the complaint on July 23, 2010. NLIC filed a motion to disqualify the proposed class representative on August 27, 2010. Plaintiff filed a motion to amend the complaint on September 17, 2010, and NLIC filed an opposition to the motion to amend on November 2, 2010. On October 13, 2011, plaintiff voluntarily dismissed the lawsuit without prejudice. In other non-Nationwide cases, plaintiff's counsel has re-filed actions. The Company will continue to monitor developments, but will conclude this matter.

On October 22, 2010, NRS was named in a lawsuit filed in the U.S. District Court, Middle District of Florida, Orlando Division entitled *Camille McCullough, and Melanie Monroe, Individually and on behalf of all others similarly situated v. National Association of Counties, NACo Research Foundation, NACo Financial Services Corp., NACo Financial Center, and Nationwide Retirement Solutions, Inc.* The Plaintiffs' First Amended Class Action Complaint and Demand for Jury Trial was filed on February 18, 2011. If the Court determined that the Plan was governed by ERISA, then Plaintiffs sought to represent a class of "All natural persons in the U.S. who are currently employed or previously were employed at any point during the six years preceding the date Plaintiffs filed their Original Class Action Complaint, by a government entity that is or was a member of the National Association of Counties, and who participate or participated in the Section 457 Deferred Compensation Plan for Public Employees endorsed by the National Association of Counties and administered by Nationwide Retirement Solutions, Inc." If the Court determined that the Plan was not governed by ERISA, then the Plaintiffs sought to represent a class of "All natural persons in the U.S. who are currently employed or previously were employed at any point during the four years preceding the date Plaintiffs filed their Original Class Action Complaint, by a government entity that is or was a member of the National Association of Counties, and who participate or participated in a Section 457 Deferred Compensation Plan for Public Employees endorsed by the National Association of Counties and administered by Nationwide Retirement Solutions, Inc." The First Amended Complaint alleged ERISA Violation, Breach of Fiduciary Duty - NACo, Aiding and Abetting Breach of Fiduciary Duty - Nationwide, Breach of Fiduciary Duty - Nationwide, and Aiding and Abetting Breach of Fiduciary Duty - NACo. The First Amended Complaint asked for actual damages, lost profits, lost opportunity costs, restitution, and/or other injunctive or other relief, including without limitation (a) ordering Nationwide and NACo to restore all plan losses, (b) ordering Nationwide to refund all fees associated with Nationwide's Plan to Plaintiffs and Class members, (c) ordering NACo and Nationwide to pay the expenses and losses incurred by Plaintiffs and/or any Class member as a proximate result of Defendants' breaches of fiduciary duty, (d) forcing NACo to forfeit the fees that NACo received from Nationwide for promoting and endorsing its Plan and disgorging all profits, benefits, and other compensation

obtained by NACo from its wrongful conduct, and (e) awarding Plaintiff and Class members their reasonable and necessary attorney's fees and cost incurred in connection with this suit, punitive damages, and pre-judgment and post judgment interest, at the highest rates allowed by law, on the damages awarded. On March 21, 2011, the Company filed a motion to dismiss the plaintiffs' first amended complaint. On July 1, 2011, the plaintiffs filed their motion for class certification and later sought to amend their complaint. On November 25, 2011 the District Court entered an Order granting NACo's motion to dismiss, NRS's motion to dismiss, denying plaintiffs' motion to file an amended complaint, that all other remaining pending motions are moot, dismissing the class-wide claims with prejudice, dismissing individual claims without prejudice, and ordering the Clerk to close this case. On December 27, 2011, the plaintiffs filed a notice of appeal. The parties have agreed to resolve the dispute on an individual basis and as part of that settlement will not pursue any further appeal. The Company intends to defend this case vigorously.

On December 27, 2006, NLIC and NRS were named as defendants in a lawsuit filed in Circuit Court, Cole County Missouri entitled *State of Missouri, Office of Administration, and Missouri State Employees Deferred Comp Plan v. NLIC and NRS*. The complaint seeks recovery for breach of contract and breach of the implied covenant of good faith and fair dealing against NLIC and NRS as well as a breach of fiduciary duty against NRS. The complaint seeks to recover the amount of the market value adjustment withheld by NLIC (\$19 million), prejudgment interest, loss of investment income from ING due to the Companies' assessment of the market value adjustment. On March 8, 2007 the Companies filed a motion to remove this case from state court to federal court in Missouri. On March 20, 2007 the State filed a motion to remand to state court and to stay court order. On April 3, 2007 the case was remanded to state court. On June 25, 2007 the Companies filed an Answer. On October 16, 2009, the plaintiff filed a partial motion for summary judgment. On November 20, 2009, the Companies filed a response to the plaintiff's motion for summary judgment and also filed a motion for summary judgment on behalf of the Companies. On February 26, 2010, the court denied Missouri's partial motion for summary judgment and granted the Companies' motion for summary judgment and dismissed the case. On March 8, 2011, the Missouri Court of Appeals reversed the granting of the Companies' motion for summary judgment and directed the trial court to enter judgment in favor of the State and against the Companies in the amount of \$19 million, plus statutory interest at the rate of 9% per annum from June 2, 2006. On March 22, 2011, the Companies filed with the Missouri Court of Appeals, a motion for rehearing and an application for transfer to the Supreme Court of Missouri. On May 3, 2011, the Missouri Court of Appeals for the Western District overruled the Companies' motion for rehearing and denied the motion to transfer the case to the Missouri Supreme Court. On June 28, 2011, the Companies' application to the Missouri Supreme Court to hear a further appeal was denied. On July 1, 2011, the Companies paid the amount of the judgment plus simple interest at 9%. On August 9, 2011, the plaintiffs filed a Satisfaction of Judgment.

On June 8, 2011, NMIC and NLIC were named in a lawsuit filed in Court of Common Pleas, Cuyahoga County, Ohio entitled *Stanley Andrews and Donald Clark, on their behalf and on behalf of the class defined herein v. Nationwide Mutual Insurance Company and Nationwide Life Insurance Company*. The complaint alleges that Nationwide has an obligation to review the Social Security Administration Death Master File database for all life insurance policyholders who have at least a 70% probability of being deceased according to actuarial tables. The complaint further alleges that Nationwide is not conducting such a review. The complaint seeks injunctive relief and declaratory judgment requiring Nationwide to conduct such a review, and alleges Nationwide has violated the covenant of good faith and fair dealing and has been unjustly enriched by not having conducted such reviews. The complaint seeks certification as a class action. Nationwide removed the case to federal court on July 6, 2011. Plaintiffs filed a motion to remand to state court on August 8, 2011. On October 26, 2011, the Northern District of Ohio remanded the case to Ohio State court. Nationwide appealed the order to remand on November 4, 2011. Including Andrews, there are four similar class actions in Ohio: two against Western & Southern; one against Cincinnati Life. At the case management conference on November 21, 2011, the State Court ordered Plaintiffs to file an opposition to the motion to dismiss that Nationwide filed in federal court. Plaintiffs filed their opposition to Nationwide's motion to dismiss on December 19, 2011. By order dated January 18, 2012, the State Court issued an order dismissing the lawsuit. The court issued its opinion on January 23, 2012. On January 30, 2012, plaintiffs filed their appeal.

Nationwide Investment Services Corporation

The general distributor, NISC, is not engaged in any litigation of any material nature.

Prospectus supplement dated February 14, 2012 to
Options Select (NWL and NLAIC) prospectus dated May 1, 2009

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

1. The Board of Trustees of Invesco voted to merge the Invesco – Invesco V.I. Capital Appreciation Fund: Series I Shares into the Invesco – Invesco Van Kampen V.I. Capital Growth Fund: Series I Shares effective on or about April 27, 2012. Subject to shareholder approval, after the close of business on or about April 27, 2012, any account value allocated to the Invesco – Invesco V.I. Capital Appreciation Fund: Series I Shares will be transferred to the Invesco – Invesco Van Kampen V.I. Capital Growth Fund: Series I Shares.

In connection with this merger, effective April 27, 2012, the Invesco – Invesco Van Kampen V.I. Capital Growth Fund: Series I Shares is added to the policy as an investment option and "Appendix A: Sub-Account Information" is revised to add the following:

Invesco - Invesco Van Kampen V.I. Capital Growth Fund: Series I

Investment Advisor: Invesco Advisers, Inc.
Investment Objective: Capital appreciation.

Additionally, all references to Invesco – Invesco V.I. Capital Appreciation Fund: Series I Shares are removed.

2. The Board of Trustees of Invesco voted to merge the Invesco – Invesco V.I. Capital Development Fund: Series I Shares into the Invesco – Invesco Van Kampen V.I. Mid Cap Growth Fund: Series I Shares effective on or about April 27, 2012. Subject to shareholder approval, after the close of business on or about April 27, 2012, any account value allocated to the Invesco – Invesco V.I. Capital Development Fund: Series I Shares will be transferred to the Invesco – Invesco Van Kampen V.I. Mid Cap Growth Fund: Series I Shares.

In connection with this merger, effective April 27, 2012, the Invesco – Invesco Van Kampen V.I. Mid Cap Growth Fund: Series I Shares is added to the policy as an investment option and "Appendix A: Sub-Account Information" is revised to add the following:

Invesco - Invesco Van Kampen V.I. Mid Cap Growth Fund: Series I

Investment Advisor: Invesco Advisers, Inc.
Investment Objective: Capital growth.

Additionally, all references to Invesco – Invesco V.I. Capital Development Fund: Series I Shares are removed.

3. The Board of Trustees of Janus Aspen Series voted to merge the Janus Aspen Series – Global Technology Portfolio: Service II Shares into the Janus Aspen Series – Global Technology Portfolio: Service Shares effective on or about April 27, 2012. Subject to shareholder approval, after the close of business on or about April 27, 2012, any account value allocated to the Janus Aspen Series – Global Technology Portfolio: Service II Shares will be transferred to the Janus Aspen Series – Global Technology Portfolio: Service Shares.

In connection with this merger, effective April 27, 2012, the Janus Aspen Series – Global Technology Portfolio: Service Shares is added to the policy as an investment option and "Appendix A: Sub-Account Information" is revised to add the following:

Janus Aspen Series - Global Technology Portfolio: Service Shares

Investment Advisor: Janus Capital Management LLC
Investment Objective: Long-term growth of capital.

Additionally, all references to Janus Aspen Series – Global Technology Portfolio: Service II Shares are removed.

4. The Board of Trustees of Janus Aspen Series voted to merge the Janus Aspen Series – Overseas Portfolio: Service II Shares into the Janus Aspen Series – Overseas Portfolio: Service Shares effective on or about April 27, 2012. Subject to shareholder approval, after the close of business on or about April 27, 2012, any account value allocated to the Janus Aspen Series – Overseas Portfolio: Service II Shares will be transferred to the Janus Aspen Series – Overseas Portfolio: Service Shares.

In connection with this merger, effective April 27, 2012, the Janus Aspen Series – Overseas Portfolio: Service Shares is added to the policy as an investment option and "Appendix A: Sub-Account Information" is revised to add the following:

Janus Aspen Series - Overseas Portfolio: Service Shares

Investment Advisor: Janus Capital Management LLC

Investment Objective: Long-term growth of capital.

Additionally, all references to Janus Aspen Series – Overseas Portfolio: Service II Shares are removed.

Nationwide Life Insurance Company

- Nationwide VLI Separate Account-2
- Nationwide VLI Separate Account-4
- Nationwide VLI Separate Account-7

Nationwide Life and Annuity Insurance Company

- Nationwide VL Separate Account-G

Prospectus supplement dated December 15, 2011 to
BOA MSPVL, BOA MSPVL II, BOA Protection FPVUL, ChoiceLife Protection FPVUL, Nationwide Options Select New York, and
Nationwide Options Select prospectus dated May 1, 2008;

BOA Last Survivorship II, ChoiceLife Survivorship, Next Generation Survivorship Life, ChoiceLife Survivorship II,
BOA Protection Survivorship Life, ChoiceLife Protection Survivorship, and Marathon VUL (NLAIC) prospectus dated May 1, 2009;
BOA FPVUL, BOA The Next Generation FPVUL, ChoiceLife FPVUL, BOA Next Generation II FPVUL,
Nationwide YourLife Protection VUL New York, Nationwide YourLife Protection VUL,
Nationwide YourLife Accumulation VUL New York, Nationwide YourLife Accumulation VUL,
Nationwide YourLife Survivorship VUL New York, Nationwide YourLife Survivorship VUL, and
Marathon Performance VUL prospectus dated May 1, 2011

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

Effective on or about January 9, 2012, AllianceBernstein L.P. will no longer be a sub-adviser for the Nationwide Variable Insurance Trust – NVIT Multi-Manager International Value Fund and will be replaced by Dimensional Fund Advisors LP. JPMorgan Investment Management Inc. will continue to be a sub-adviser to the Fund.

Nationwide Life Insurance Company

- Nationwide Variable Account-II
- Nationwide Variable Account-7
- Nationwide Variable Account-8
- Nationwide Variable Account-9
- Nationwide Variable Account-10
- Nationwide Variable Account-14
- Nationwide VLI Separate Account-2
- Nationwide VLI Separate Account-4
- Nationwide VLI Separate Account-7
- Nationwide Provident VL Separate Account 1

Nationwide Life and Annuity Insurance Company

- Nationwide VA Separate Account-B
- Nationwide Provident VA Separate Account A
- Nationwide VL Separate Account-G
- Nationwide Provident VL Separate Account A

Prospectus supplement dated September 12, 2011 to

NLIC Special Product, Survivor Options Plus (NLIC), and Survivor Options VL (NLAIC) prospectus dated May 1, 2000; Options Variable Life (NLAIC), BOA InvestCare, BOA Last Survivor FVPUL, and BOA SPVL prospectus dated May 1, 2002; ElitePRO Classic and Elite Pro LTD prospectus dated May 1, 2003;

America's Vision Plus Annuity, America's Vision Plus Annuity NY, and BOA Exclusive prospectus dated May 1, 2004; Market Street VIP/2 Annuity (NLAIC), Survivor Options Elite (NLIC), Survivor Options Premier (NLIC, NLAIC), Options Premier (NLAIC), BOA TruAccord Annuity, NEBA, BOA MSPVL, BOA ChoiceLife Protection FVPUL, BOA Protection FVPUL, and Nationwide Options Select (NY) prospectus dated May 1, 2008;

Marathon VUL, BOA ChoiceLife Survivorship, BOA ChoiceLife Protection Survivorship Life, BOA ChoiceLife Survivorship II, BOA Last Survivorship II, BOA Next Generation Survivorship Life, and BOA Protection Survivorship Life prospectus dated May 1, 2009;

Schwab Custom Solutions prospectus dated May 1, 2010;

Options (NLIC), Options Plus (NLIC), Options Premier (NLIC), BOA All American Annuity, Sun Trust All American Annuity, America's Future Horizon Annuity, America's Income Annuity, BOA Choice, BOA Choice Venue, BOA Exclusive II, BOA Future, BOA V, Key Choice, Key Future, NEA Valuebuilder Future, NEA Valuebuilder Select, Paine Webber Choice, America's Horizon Annuity, BOA Achiever, BOA Choice Venue II, BOA Elite Venue, BOA Future II, BOA Future Venue, BOA IV, BOA Vision, Compass All American Gold, Key All American Gold, M&T All American Gold, Destination All American Gold, Destination B, Destination C, Destination EV, Destination L, Nationwide Heritage Annuity, Schwab Income Choice, Wells Fargo Gold, Marathon Performance, YourLife Accumulation VUL (NLAIC), YourLife Protection VUL (NLAIC), YourLife Survivorship VUL (NLAIC), BOA FVPUL, BOA ChoiceLife FVPUL, BOA The Next Generation FVPUL, YourLife Accumulation VUL (NY), and YourLife Survivorship VUL (NY) prospectus dated May 1, 2011; Destination Navigator and Destination Navigator NY prospectus dated June 23, 2011

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

1. Effective on or about September 30, 2011, Baring International Investment Limited will no longer be the subadviser for the Nationwide Variable Insurance Trust – NVIT Emerging Markets Fund. The new subadviser to that fund will be The Boston Company Asset management, LLC.
2. Effective on or about September 30, 2011, OppenheimerFunds, Inc. will no longer be the subadviser for the Nationwide Variable Insurance Trust – Oppenheimer NVIT Large Cap Growth Fund. The new subadviser for that fund will be The Boston Company Asset management, LLC. Additionally, the fund's name will change to Nationwide Variable Insurance Trust –NVIT Large Cap Growth Fund.

Nationwide Life Insurance Company

- Nationwide Variable Account –II
- Nationwide Variable Account –7
- Nationwide Variable Account –8
- Nationwide Variable Account –9
- Nationwide Variable Account –10
- Nationwide Variable Account –14
- Nationwide VLI Separate Account –2
- Nationwide VLI Separate Account –3
- Nationwide VLI Separate Account –4
- Nationwide VLI Separate Account –7

Nationwide Life and Annuity Insurance Company

- Nationwide VA Separate Account –B
- Nationwide VL Separate Account –C
- Nationwide VL Separate Account –D
- Nationwide VL Separate Account –G

Prospectus supplement dated July 12, 2011

to Prospectus dated May 1, 2011;

Prospectus dated May 1, 2002 (InvestCare, BOA Last Survivor FPVUL, BOA Multiple Pay, BOA SPVL, Multi-Flex FPVUL);

Prospectus dated May 1, 2003 (BOA ElitePRO Classic, BOA ElitePro LTD);

Prospectus dated May 1, 2004 (BOA Exclusive, BOA Vision/NY, BOA VisionPlus);

Prospectus dated May 1, 2008 (BOA CVUL Future NLAIC, Private Client CVUL, BOA Options Select NLAIC, BOA MSPVL, BOA Protection FPVUL, BOA Options Select NWL – NY); and

Prospectus dated May 1, 2009 (Nationwide Marathon VUL, BOA Last Survivor Choice/BOA Choice Survivorship, BOA Last Survivor II/BOA Choice Survivorship, BOA Next Generation Survivorship Life/BOA ChoiceLife Survivorship II, BOA Protection Survivorship Life/BOA ChoiceLife Protection Survivorship Life)

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

1. On or about July 20, 2011, or as soon thereafter as reasonably practicable, the Nationwide Variable Account Trust ("NVIT") – NVIT Multi-Manager Small Cap Value Fund: Class I will remove Aberdeen Asset Manager, Inc. as a sub-advisor. After the change is effective, the sub-advisors for the NVIT – NVIT Multi-Manager Small Cap Value Fund: Class I will be Epoch Investment Partners, Inc. and J.P. Morgan Investment Management Inc.
2. On or about July 20, 2011, or as soon thereafter as reasonably practicable, the Nationwide Variable Account Trust ("NVIT") – NVIT Multi-Manager Small Company Fund: Class I will remove Aberdeen Asset Manager, Inc., and Waddell & Reed Investment Management Company as sub-advisors and add OppenheimerFunds Inc. will be added as a sub-advisor. After the change is effective, the sub-advisors for the NVIT – NVIT Multi-Manager Small Company Fund: Class I will be Morgan Stanley Investment Management, Neuberger Berman Management, Inc., OppenheimerFunds, Inc. and Putnam Investment Management, LLC.

Nationwide Life Insurance Company

- Nationwide Variable Account – II
- Nationwide VLI Separate Account - 2
- Nationwide VLI Separate Account – 7
- Nationwide Provident VLI Separate Account 1

Nationwide Life and Annuity Insurance Company

- Nationwide VA Separate Account - B
- Nationwide VL Separate Account – G
- Nationwide Provident VLI Separate Account A

Prospectus supplement dated June 24, 2011

to Prospectus dated May 1, 2011;

Prospectus dated May 1, 2009 (Marathon VUL);

Prospectus dated May 1, 2008 (BOA MSPVL, Nationwide Options Select NLAIC, Nationwide Options Select New York, NLAIC Options Premier, NLIC Survivor Options Elite, NLIC Survivor Options Premier, NLAIC Survivor Options Premier, NEBA); and

Prospectus dated May 1, 2004 (BOA Exclusive)

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

Effective June 24, 2011, the following underlying mutual fund will liquidate and will merge into the new underlying mutual fund as indicated below:

Liquidated Underlying Mutual Fund	Merged Underlying Mutual Fund
Nationwide Variable Insurance Trust: NVIT Worldwide Leaders Fund – Class III	Nationwide Variable Insurance Trust: NVIT International Equity Fund – Class III

Nationwide Life Insurance Company

- Nationwide Variable Account - II
- Nationwide VLI Separate Account - 2
- Nationwide VLI Separate Account – 4
- Nationwide VLI Separate Account – 7
- Nationwide Provident VLI Separate Account 1

Nationwide Life and Annuity Insurance Company

- Nationwide VL Separate Account - C
- Nationwide VL Separate Account - G
- Nationwide Provident VLI Separate Account A

Prospectus supplement dated June 10, 2011 to
prospectus dated May 1, 2008

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

Your prospectus offers the following underlying investment option under your contract or policy. Effective immediately, the name of the investment option has been updated as indicated below:

CURRENT NAME	UPDATED NAME
Wells Fargo Variable Trust - Wells Fargo Advantage VT Small Cap Growth Fund	Wells Fargo Variable Trust - Wells Fargo Advantage VT Small Cap Growth Fund: Class 2

Nationwide Life Insurance Company:

- Nationwide VLI Separate Account - 7

Prospectus supplement dated May 1, 2011

to Prospectus dated May 1, 2008

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

1. Effective May 1, 2011, the following underlying mutual fund is available as an investment option under your policy:

- Nationwide Variable Insurance Trust – NVIT International Equity Fund: Class III

2. Effective May 1, 2011, the "Appendix A" is amended to include the following:

Nationwide Variable Insurance Trust – NVIT International Equity Fund: Class III

Investment Adviser: Nationwide Fund Advisors

Sub-adviser: Invesco Advisers, Inc.

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.

3. The following sub-accounts are only available in policies for which good order applications were received before May 1, 2011:

- Nationwide Variable Insurance Trust – NVIT Worldwide Leaders Fund: Class III (*formerly, Nationwide Variable Insurance Trust – Gartmore NVIT Worldwide Leaders Fund: Class III*)

4. Effective May 1, 2011, new deposits and transfers into the following underlying mutual fund will no longer be accepted:

- Nationwide Variable Insurance Trust – NVIT International Equity Fund: Class VI (*formerly, Nationwide Variable Insurance Trust – Gartmore NVIT International Equity Fund: Class VI*)

5. Your prospectus offers the following sub-accounts as investment options under your policy. Effective May 1, 2011, these sub-accounts changed names as indicated below:

Old Name	New Name
Nationwide Variable Insurance Trust – Gartmore NVIT International Equity Fund: Class VI	Nationwide Variable Insurance Trust – NVIT International Equity Fund: Class VI
Nationwide Variable Insurance Trust – Gartmore NVIT Worldwide Leaders Fund: Class III	Nationwide Variable Insurance Trust – NVIT Worldwide Leaders Fund: Class III
Oppenheimer Variable Account Funds – Oppenheimer Main Street Small Cap Fund®/VA: Non-Service Shares	Oppenheimer Variable Account Funds – Oppenheimer Main Street Small-& Mid-Cap Fund®/VA: Non-Service Shares

6. On April 21, 2011, the assets in the fund listed below were moved to the money market fund indicated here:

Old Fund	Liquidating Into
Nationwide Variable Insurance Trust – AllianceBernstein NVIT Global Fixed Income Fund: Class III	Nationwide Variable Insurance Trust - NVIT Money Market Fund: Class I

7. The "Legal Proceedings" section of your prospectus is replaced with the following:

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 a subject to legal and regulatory proceedings in the ordinary course of its business. The Company's legal and regulatory matters include proceedings specific to the Company and other proceedings generally applicable to business practices in the industries in which the Company operates. The Company's litigation and regulatory matters are subject to many uncertainties, and given their complexity and scope, their outcomes cannot be predicted. Regulatory proceedings also could affect the outcome of one or more of the Company's litigations matters. Furthermore, it is often not possible to determine the ultimate outcomes of the pending regulatory investigations and legal proceedings or to provide reasonable ranges of potential losses with any degree of certainty. Some matters, including certain of those referred to below, are in very preliminary stages, and the Company does not have sufficient information to make an assessment of the plaintiffs' claims for liability or damages. In some of the cases seeking to be certified as class actions, the court has not yet decided whether a class will be certified or (in the event of certification) the size of the class and class period. In many of the cases, the plaintiffs are seeking undefined amounts of damages or other relief, including punitive damages and equitable remedies, which are difficult to quantify and cannot be defined based on the information currently available. Management believes, however, that based on their currently known information, the ultimate outcome of all pending legal and regulatory matters is not likely to have a material adverse effect on the Company's consolidated financial position. Nonetheless, given the large or indeterminate amounts sought in certain of these matters and the inherent unpredictability of litigation, it is possible that such outcomes could materially affect the Company's consolidated financial position or results of operations in a particular quarter or annual period.

The financial services industry has been the subject of increasing scrutiny on a broad range of issues by regulators and legislators. The Company and/or its affiliates have been contacted by, self reported or received subpoenas from state and federal regulatory agencies, including the Securities and Exchange Commission, and other governmental bodies, state securities law regulators and state attorneys general for information relating to, among other things, compensation, the allocation of compensation, revenue sharing and bidding arrangements, market-timing, anticompetitive activities, unsuitable sales or replacement practices, fee arrangements in retirement plans, and the use of side agreements and finite reinsurance agreements. The Company is cooperating with regulators in connection with these inquiries and will cooperate with Nationwide Mutual Insurance Company (NMIC) in responding to these inquiries to the extent that any inquiries encompass NMIC's operations.

A promotional and marketing arrangement associated with the Company's offering of a retirement plan product and related services in Alabama was investigated by the Alabama Attorney General, which assumed the investigation from the Alabama Securities Commission. On October 27, 2010, the State Attorney General announced a settlement agreement, subject to court approval, between the Company and the State of Alabama, the Alabama Department of Insurance, the Alabama Securities Commission, and the Alabama State Personnel Board. If the court approves the settlement agreement, the Company currently expects that the settlement will not have a material adverse impact on its consolidated financial position. It is not possible to predict what effect, if any, the settlement may have on the Company's retirement plan operations with respect to promotional and marketing arrangements in general in the future.

On September 10, 2009, Nationwide Retirement Solutions, Inc. (NRS) was named in a lawsuit filed in the Circuit Court for Montgomery County, Alabama entitled *Twanna Brown, Individually and on behalf of all other persons in Alabama who are similarly situated, v Nationwide Retirement Solutions, Inc., Alabama State Employees Association, PEBCO, Inc., Edwin "Mac" McArthur, Steve Walkley, Glenn Parker, Ulysses Lavender, Diana McLain, Randy Hebson, and Robert Wagstaff; and Unknown Defendants A-Z*. On February 17, 2010, Brown filed an Amended Complaint alleging in Count One, that all the defendants were involved in a civil conspiracy and seeks to recover actual damages, forfeiture of all other payments and/or salaries to be the fruit of such other payments, punitive damages and costs and attorneys fees. In Count Two, although NRS is not named, it is alleged that the remaining defendants breached their fiduciary duties and seeks actual damages, forfeiture of all other payments

and/or salaries to be the fruit of such other payments, punitive damages and costs and attorneys fees. In Count Three, although NRS is not named, the plaintiff seeks declaratory relief that the individual defendants breached their fiduciary duties, seeks injunctive relief permanently removing said defendants from their respective offices in the Alabama State Employees Association (ASEA) and PEBCO and costs and attorneys fees. In Count Four, it alleges that any money Nationwide paid belonged exclusively to ASEA for the use and benefit of its membership at large and not for the personal benefit of the individual defendants. Plaintiff seeks to recover actual damages from the individual defendants, forfeiture of all other payments and/or salaries to be the fruit of such other payments, punitive damages and costs and attorneys fees. On March 10, 2011, the plaintiff filed a Notice of Dismissal. The Company continues to defend this case vigorously.

On November 20, 2007, NRS and NLIC were named in a lawsuit filed in the Circuit Court of Jefferson County, Alabama entitled *Ruth A. Gwin and Sandra H. Turner, and a class of similarly situated individuals v Nationwide Life Insurance Company, Nationwide Retirement Solutions, Inc., Alabama State Employees Association, PEBCO, Inc. and Fictitious Defendants A to Z*. On March 12, 2010, NRS and NLIC were named in a Second Amended Class Action Complaint filed in the Circuit Court of Jefferson County, Alabama entitled *Steven E. Coker, Sandra H. Turner, David N. Lichtenstein and a class of similarly situated individuals v. Nationwide Life Insurance Company, Nationwide Retirement Solutions, Inc, Alabama State Employees Association, Inc., PEBCO, Inc. and Fictitious Defendants A to Z* claiming to represent a class of all participants in the ASEA Plan, excluding members of the Deferred Compensation Committee, ASEA's directors, officers and board members, and PEBCO's directors, officers and board members. The class period is from November 20, 2001 to the date of trial. In the second amended class action complaint, the plaintiffs allege breach of fiduciary duty, wantonness and breach of contract. The second amended class action complaint seeks a disgorgement of amounts paid, compensatory damages and punitive damages, plus interest, attorneys' fees and costs and such other equitable and legal relief to which plaintiffs and class members may be entitled. On April 2, 2010, NRS and NLIC filed an answer. On June 4, 2010, the plaintiffs filed a motion for class certification. On July 8, 2010, the defendants filed their briefs in opposition to plaintiffs' motion for class certification. On October 17, 2010, Twanna Brown filed a motion to intervene in this case. On October 22, 2010, the parties to this action executed a stipulation of settlement that agrees to certify a class for settlement purposes only, that provides for payments to the settlement class, and that provides for releases, certain bar orders, and dismissal of the case, subject to the Circuit Courts' approval. After a hearing on November 5, 2010, on November 9, 2010, the Court denied Brown's motion to intervene. On November 13, 2010, the Court issued a Preliminary Approval Order and held a Settlement Fairness Hearing on January 26, 2011. On November 22, 2010, Brown filed a Notice of Appeal with the Supreme Court of Alabama, appealing the Preliminary Approval Order. On January 25, 2011, the Alabama Supreme Court dismissed the appeal. Class notices were sent out on November 24, 2010. On December 3, 2010, Brown filed a motion with the trial court to stay this case. On December 22, 2010, Brown filed with the Alabama Supreme Court, a motion to stay all further Gwin trial court proceedings until Ms. Brown's appeal of the certification order is decided. On January 25, 2011, the Alabama Supreme Court denied Brown's motion to stay. On February 28, 2011, the Court entered its Order permitting ASEA/PEBCO to assert indemnification claims for attorneys' fees and costs, but barring them from asserting any other claims for indemnification. On March 3, 2011, ASEA and PEBCO filed a cross claim against NLIC and NRS seeking indemnification. On March 9, 2011, the Court severed the cross claim. NRS and NLIC continue to defend this case vigorously.

On July 11, 2007, NLIC was named in a lawsuit filed in the United States District Court for the Western District of Washington at Tacoma entitled *Jerre Daniels-Hall and David Hamblen, Individually and on Behalf of All Others Similarly Situated v. National Education Association, NEA Member Benefits Corporation, Nationwide Life Insurance Company, Security Benefit Life Insurance Company, Security Benefit Group, Inc., Security Distributors, Inc., et al*. The plaintiffs seek to represent a class of all current or former NEA members who participated in the NEA Valuebuilder 403(b) program at any time between January 1, 1991 and the present (and their heirs and/or beneficiaries). The plaintiffs allege that the defendants violated ERISA by failing to prudently and loyally manage plan assets, by failing to provide complete and accurate information, by engaging in prohibited transactions, and by breaching their fiduciary duties when they failed to prevent other fiduciaries from breaching their fiduciary duties. The complaint seeks to have the defendants restore all losses to the plan, restoration of plan assets and profits to participants, disgorgement of endorsement fees, disgorgement of service fee payments, disgorgement of excessive fees charged to plan participants, other unspecified relief for restitution, declaratory and injunctive relief, and attorneys' fees. On May 23, 2008, the Court granted the defendants' motion to dismiss. On June 19, 2008, the

plaintiffs filed a notice of appeal. On December 20, 2010, the 9th Circuit Court of Appeals affirmed the dismissal of this case and entered judgment. The plaintiffs did not file a writ of certiorari with the US Supreme Court. NLIC intends to continue to defend this case vigorously.

On August 15, 2001, NFS and NLIC were named in a lawsuit filed in the United States District Court for the District of Connecticut entitled *Lou Haddock, as trustee of the Flyte Tool & Die, Incorporated Deferred Compensation Plan, et al v. Nationwide Financial Services, Inc. and Nationwide Life Insurance Company*. In the plaintiffs' sixth amended complaint, filed November 18, 2009, they amended the list of named plaintiffs and claim to represent a class of qualified retirement plan trustees under ERISA that purchased variable annuities from NLIC. The plaintiffs allege that they invested ERISA plan assets in their variable annuity contracts and that NLIC and NFS breached ERISA fiduciary duties by allegedly accepting service payments from certain mutual funds. The complaint seeks disgorgement of some or all of the payments allegedly received by NFS and NLIC, other unspecified relief for restitution, declaratory and injunctive relief, and attorneys' fees. On November 6, 2009, the Court granted the plaintiff's motion for class certification and certified a class of "All trustees of all employee pension benefit plans covered by ERISA which had variable annuity contracts with NFS and NLIC or whose participants had individual variable annuity contracts with NFS and NLIC at any time from January 1, 1996, or the first date NFS and NLIC began receiving payments from mutual funds based on a percentage of assets invested in the funds by NFS and NLIC, whichever came first, to the date of November 6, 2009". On October 20, 2010, the Second Circuit Court of Appeals granted NLIC's 23(f) petition agreeing to hear an appeal of the District Court's order granting class certification. On October 21, 2010, the District Court dismissed NFS from the lawsuit. On October 27, 2010, the District Court stayed the underlying action pending a decision from the Second Circuit Court of Appeals. On March 2, 2011, the Company filed its brief in the 2nd Circuit Court of Appeals. NLIC continues to defend this lawsuit vigorously.

On May 14, 2010, NLIC was named in a lawsuit filed in the Western District of New York entitled *Sandra L. Meidenbauer, on behalf of herself and all others similarly situated v. Nationwide Life Insurance Company*. The plaintiff claims to represent a class of all individuals who purchased a variable life insurance policy from NLIC during an unspecified period. The complaint claims breach of contract, alleging that NLIC charged excessive monthly deductions and costs of insurance resulting in reduced policy values and, in some cases, premature lapsing of policies. The complaint seeks reimbursement of excessive charges, costs, interest, attorney's fees, and other relief. NLIC filed a motion to dismiss the complaint on July 23, 2010. NLIC filed a motion to disqualify the proposed class representative on August 27, 2010. Plaintiff filed a motion to amend the complaint on September 17, 2010, and NLIC filed an opposition to the motion to amend on November 2, 2010. Those motions have been fully briefed. NLIC continues to vigorously defend this case.

On October 22, 2010, NRS was named in a lawsuit filed in the United States District Court, Middle District of Florida, Orlando Division entitled *Camille McCullough, and Melanie Monroe, Individually and on behalf of all others similarly situated v. National Association of Counties, NACo Research Foundation, NACo Financial Services Corp., NACo Financial Center, and Nationwide Retirement Solutions, Inc.* The Plaintiffs' First Amended Class Action Complaint and Demand for Jury Trial was filed on February 18, 2011. If the Court determines that the Plan is governed by ERISA, then Plaintiffs seek to represent a class of "All natural persons in the United States who are currently employed or previously were employed at any point during the six years preceding the date Plaintiffs filed their Original Class Action Complaint, by a government entity that is or was a member of the National Association of Counties, and who participate or participated in the Section 457 Deferred Compensation Plan for Public Employees endorsed by the National Association of Counties and administered by Nationwide Retirement Solutions, Inc." If the Court determines that the Plan is not governed by ERISA, then the Plaintiffs seek to represent a class of "All natural persons in the United States who are currently employed or previously were employed at any point during the four years preceding the date Plaintiffs filed their Original Class Action Complaint, by a government entity that is or was a member of the National Association of Counties, and who participate or participated in a Section 457 Deferred Compensation Plan for Public Employees endorsed by the National Association of Counties and administered by Nationwide Retirement Solutions, Inc." The First Amended Complaint alleges ERISA Violation, Breach of Fiduciary Duty - NACo, Aiding and Abetting Breach of Fiduciary Duty - Nationwide, Breach of Fiduciary Duty - Nationwide, and Aiding and Abetting Breach of Fiduciary Duty - NACo. The First Amended Complaint asks for actual damages, lost profits, lost opportunity costs, restitution, and/or other injunctive or other relief, including without limitation (a) ordering Nationwide and NACo to restore all plan losses,

(b) ordering Nationwide to refund all fees associated with Nationwide's Plan to Plaintiffs and Class members, (c) ordering NACo and Nationwide to pay the expenses and losses incurred by Plaintiffs and/or any Class member as a proximate result of Defendants' breaches of fiduciary duty, (d) forcing NACo to forfeit the fees that NACo received from Nationwide for promoting and endorsing its Plan and disgorging all profits, benefits, and other compensation obtained by NACo from its wrongful conduct, and (e) awarding Plaintiff and Class members their reasonable and necessary attorney's fees and cost incurred in connection with this suit, punitive damages, and pre-judgment and post judgment interest, at the highest rates allowed by law, on the damages awarded. On March 21, 2011, the Company filed a motion to dismiss the plaintiffs' first amended complaint. The Company intends to defend this case vigorously.

On December 27, 2006, NLIC and NRS were named as defendants in a lawsuit filed in Circuit Court, Cole County Missouri entitled *State of Missouri, Office of Administration, and Missouri State Employees Deferred Comp Plan v NLIC and NRS*. The complaint seeks recovery for breach of contract and breach of the implied covenant of good faith and fair dealing against NLIC and NRS as well as a breach of fiduciary duty against NRS. The complaint seeks to recover the amount of the market value adjustment withheld by NLIC (\$18,586,380), prejudgment interest, loss of investment income from ING due to Nationwide's assessment of the market value adjustment, and an accounting. On March 8, 2007 the Company filed a motion to remove this case from state court to federal court in Missouri. On March 20, 2007 the State filed a motion to remand to state court and to stay court order. On April 3, 2007 the case was remanded to state court. On June 25, 2007 the Companies filed an Answer. On October 16, 2009, the plaintiff filed a partial motion for summary judgment. On November 20, 2009, the Companies filed a response to the plaintiff's motion for summary judgment and also filed a motion for summary judgment on behalf of the Companies. On February 26, 2010, the court denied Missouri's partial motion for summary judgment and granted Nationwide's motion for summary judgment and dismissed the case. On March 8, 2011, the Missouri Court of Appeals reversed the granting of Nationwide's motion for summary judgment and directed the trial court to enter judgment in favor of the State and against Nationwide in the amount of \$18,586,380, plus statutory interest at the rate of 9% per annum from June 2, 2006. On March 22, 2011, the Companies filed with the Missouri Court of Appeals, a motion for rehearing and an application for transfer to the Supreme Court of Missouri. The Companies intend to defend this case vigorously.

The general distributor, NISC, is not engaged in any litigation of any material nature.

Nationwide Life Insurance Company

- Nationwide Variable Account-II
- Nationwide Variable Account-7
- Nationwide Variable Account-8
- Nationwide Variable Account-9
- Nationwide Variable Account-10
- Nationwide VLI Separate Account-2
- Nationwide VLI Separate Account-4
- Nationwide VLI Separate Account-7
- Nationwide Provident VLI Separate Account 1

Nationwide Life and Annuity Insurance Company

- Nationwide VA Separate Account-B
- Nationwide VL Separate Account-C
- Nationwide VL Separate Account-G
- Nationwide Provident VLI Separate Account A

Prospectus supplement dated March 14, 2011 to
 BOA InvestCare prospectus dated May 1, 2002,
 BOA ElitePRO Classic and BOA ElitePRO LTD prospectus dated May 1, 2003,
 BOA Exclusive, BOA Vision/NY, and BOA VisionPlus prospectus dated May 1, 2004,
 BOA CVUL Future (NLAIC), BOA MSPVL, BOA MSPVL Future, BOA Options Select (NWL and NLAIC),
 BOA Protection FPVUL, BOA ChoiceLife Protection FPVUL, NEBA, BOA CVUL, Options Premier (NLAIC),
 Survivor Options Elite (NWL), and Survivor Options Premier (NWL and NLAIC) prospectus dated May 1, 2008,
 BOA Last Survivorship II, BOA ChoiceLife Survivorship, BOA Next Generation Survivorship Life, BOA ChoiceLife Survivorship II,
 BOA Protection Survivorship Life, BOA ChoiceLife Protection Survivorship Life, and Nationwide Marathon VUL
 prospectus dated May 1, 2009,
 America's Future Horizon Annuity, BOA Achiever, BOA All American, BOA America's Income Annuity, BOA Choice,
 BOA Choice Venue II, BOA Elite Venue, BOA Exclusive II, BOA FPVUL, BOA Future II, BOA Future Venue, BOA Future,
 BOA IV, BOA Next Generation FPVUL, BOA ChoiceLife FPVUL, BOA Next Generation II FPVUL, BOA V, BOA Vision,
 Compass All American Gold, Key All American Gold, Key Future, M&T All American Gold, M&T All American,
 Nationwide Destination All American Gold, Nationwide Destination B, Nationwide Destination C, Nationwide Destination L,
 Nationwide Heritage Annuity, Nationwide Income Architect Annuity, Nationwide Marathon Performance VUL,
 Nationwide YourLife Accumulation VUL (NWL and NLAIC), Nationwide YourLife Protection VUL (NWL and NLAIC),
 Nationwide YourLife Survivorship VUL (NWL and NLAIC), NEA Valuebuilder Future, NEA Valuebuilder Select,
 Options Premier (NWL), Paine Webber Choice, Schwab Custom Solutions Annuity, Schwab Income Choice Annuity,
 Wells Fargo Gold prospectus dated May 1, 2010,
 Nationwide Destination EV prospectus dated November 1, 2010

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

1. Effective immediately, the following underlying mutual funds have changed names, as follows:

Previous Name	New Name
Nationwide Variable Insurance Trust – Gartmore NVIT International Equity Fund	Nationwide Variable Insurance Trust –NVIT International Equity Fund
Nationwide Variable Insurance Trust – Gartmore NVIT Worldwide Leaders Fund	Nationwide Variable Insurance Trust –NVIT Worldwide Leaders Fund

2. Effective on or before March 31, 2011, Gartmore Global Partners will no longer be a sub-adviser to the Nationwide Variable Account – NVIT Multi-Manager Small Company Fund. The fund's remaining sub-advisers will be: Aberdeen Asset Management, Inc.; Morgan Stanley Investment Management; Neuberger Berman Management, Inc.; Putnam Investment Management, LLC; and Waddell & Reed Investment Management Company

3. On or about April 15, 2011, Invesco Advisers, Inc. will replace Gartmore Global Partners as the sub-adviser for the Nationwide Variable Insurance Trust – NVIT International Equity Fund (formerly, Nationwide Variable Insurance Trust – Gartmore NVIT International Equity Fund) and the Nationwide Variable Insurance Trust – NVIT Worldwide Leaders Fund (formerly, Nationwide Variable Insurance Trust – Gartmore NVIT Worldwide Leaders Fund).

Nationwide Life Insurance Company

- Nationwide Provident VA Separate Account 1
- Nationwide Multi-Flex Variable Account
- Nationwide Variable Account-II
- Nationwide Variable Account-8
- Nationwide Variable Account-9
- Nationwide Variable Account-10
- Nationwide Provident VL Separate Account 1
- Nationwide VLI Separate Account-2
- Nationwide VLI Separate Account-3
- Nationwide VLI Separate Account-4
- Nationwide VLI Separate Account-6
- Nationwide VLI Separate Account-7

Nationwide Life and Annuity Insurance Company

- Nationwide Provident VA Separate Account A
- Nationwide VA Separate Account-B
- Nationwide Provident VL Separate Account A
- Nationwide VL Separate Account-C
- Nationwide VL Separate Account-D
- Nationwide VL Separate Account-G

Prospectus supplement dated December 17, 2010 to:

VIP Annuity (NLIC and NLAIC) prospectus dated May 2, 1994;
Special Product (NLIC), Survivor Options Plus (NLIC), and Survivor Options VL (NLAIC) prospectuses dated May 1, 2000;
Options VIP (NLAIC) prospectus dated May 1, 2001;
VIP Premier DCA (NLIC and NLAIC) prospectuses dated November 1, 2001;
BOA Survivorship Life, BOA Multiple Pay, BOA SPVL, BOA InvestCare, Market Street VIP/2 Annuity (NLIC), Multi-Flex FFPVUL,
Options Variable Life (NLAIC), and VIP Extra Credit Annuity (NLIC and NLAIC) prospectuses dated May 1, 2002;
BOA ElitePRO Classic and BOA ElitePRO LTD prospectuses dated May 1, 2003;
BOA Exclusive, BOA Vision NY, and BOA Vision Plus prospectuses dated May 1, 2004;
America's marketFLEX VUL, BOA ChoiceLife Protection FFPVUL, BOA COLI Future (NLAIC), BOA MSPVL Future,
BOA MSPVL, BOA Options Select (NLIC and NLAIC), BOA Protection FFPVUL, Invesco PCVUL,
Market Street VIP/2 Annuity (NLAIC), NEBA, BOA CVUL, Options Premier (NLAIC), Scudder/Deutsche PCVUL,
Survivor Options Elite (NLIC), and Survivor Options Premier (NLIC and NLAIC) prospectuses dated May 1, 2008;
BOA Choice Survivorship, BOA ChoiceLife Protection Survivorship Life; BOA ChoiceLife Survivorship II,
BOA Last Survivorship II, BOA Next Generation Survivorship Life, BOA Protection Survivorship Life, and
Nationwide Marathon VUL prospectuses dated May 1, 2009; and
America's Future Horizon Annuity, BAE Future Corporate FFPVUL, BOA America's Income Annuity, BOA Choice,
BOA ChoiceLife FFPVUL, BOA COLI Future (NLIC), BOA FFPVUL, BOA Future, BOA IV, BOA Next Generation FFPVUL,
BOA Next Generation II FFPVUL, BOA V, BOA Vision, Key Choice, Key Future, Marathon CVUL,
Nationwide Marathon Performance VUL, Nationwide YourLife Accumulation VUL (NLIC and NLAIC),
Nationwide YourLife Protection VUL (NLIC and NLAIC), Nationwide YourLife Survivorship VUL (NLIC and NLAIC),
NEA Valuebuilder Future, NEA Valuebuilder Select, NEA Valuebuilder, Next Generation Corporate FFPVUL, Options (NLIC),
Options Plus (NLIC), Options Premier (NLIC), and Paine Webber Choice/Vision II prospectuses 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 or about January 18, 2011, or as soon thereafter as reasonably practicable, the Nationwide Variable Account Trust ("NVIT") – NVIT Multi-Manager Mid Cap Growth Fund: Class I will add Wells Capital Management, Inc. as an additional sub-adviser. After the change is effective, the sub-advisers for NVIT – NVIT Multi-Manager Mid Cap Growth Fund: Class I will be American Century Investment Management, Inc., Neuberger Berman Management LLC, and Wells Capital Management, Inc.

Prospectus supplement dated November 8, 2010 to
 Nationwide Options Select (NLAIC) and Nationwide Options Select NY prospectus dated May 1, 2008; and
 Marathon VUL prospectus dated May 1, 2009; and
 BOA Next Generation II FPVUL prospectus 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.

- The Securities and Exchange Commission (the “SEC”) issued a public notice of Nationwide’s application for an Order permitting the substitution of shares of sub-accounts corresponding to the underlying mutual funds in Column A (“Existing Funds”) below with shares of sub-accounts corresponding to the underlying mutual funds in Column B (“Replacement Funds”) below.

Column A Existing Funds	Column B Replacement Funds
American Century Variable Portfolios, Inc. – American Century VP Value Fund: Class I	NVIT – American Century NVIT Multi Cap Value Fund: Class I
Fidelity Variable Insurance Products Fund – VIP Contrafund Portfolio: Service Class	NVIT – Oppenheimer NVIT Large Cap Growth Fund: Class I
Oppenheimer Variable Account Funds – Oppenheimer Capital Appreciation Fund/VA: Non-Service Shares	NVIT – Oppenheimer NVIT Large Cap Growth Fund: Class I
T. Rowe Price Equity Series, Inc. – T. Rowe Price Blue Chip Growth Portfolio: Class II	NVIT – Oppenheimer NVIT Large Cap Growth Fund: Class I
T. Rowe Price Equity Series, Inc. – T. Rowe Price Equity Income Portfolio: Class II	NVIT – American Century NVIT Multi Cap Value Fund: Class I

Nationwide anticipates that the SEC will issue the Order in late November, 2010. The Exchange Date established for the substitution will be December 10, 2010.

Prior to the Exchange Date. From the current date until the Exchange Date, investors with allocations in the Existing Funds may transfer allocations to any other available investment option in accordance with the contract or policy. During this period, any transfers from an Existing Fund will not be treated as a transfer for purposes of transfer limitations and short-term trading fees that would otherwise be applicable under the terms of the contract or policy.

On the Exchange Date. At the close of business on the Exchange Date, any allocations that remain in the Existing Funds will be redeemed. Those redemptions will then be used to purchase accumulation units/annuity units in the corresponding Replacement Funds. All contract owners and policyholders affected by the substitution will receive a written confirmation of the transaction. The redemption/repurchase to effectuate the substitution will not be treated as a transfer for the purposes of daily transfer limitations.

After the Exchange Date. Effective immediately following the Exchange Date, the Existing Funds will no longer be available as investment options in the contract or policy. Additionally, from the Exchange Date through January 10, 2011, contract owners and policyholders may reallocate amounts that were substituted into the Replacement Funds to any other available investment option without the transfer being treated as a transfer for purposes of transfer limitations and short-term trading fees that would otherwise be applicable under the terms of the contract or policy.

- For contracts issued through Nationwide Life and Annuity Insurance Company only: Please disregard any previous indication that Nationwide Life and Annuity Insurance Company is relying on the exemption provided in Rule 12h-7 under the Securities Exchange Act of 1934 for periodic reporting.

Nationwide Life Insurance Company

- Nationwide Variable Account-5
- Nationwide Variable Account-9
- Nationwide Variable Account-14
- Multi-Flex Variable Account
- Nationwide VLI Separate Account-4
- Nationwide VLI Separate Account-7

Nationwide Life and Annuity Insurance Company

- Nationwide VA Separate Account-C
- Nationwide VL Separate Account-D
- Nationwide VL Separate Account-G

Prospectus supplement dated September 25, 2010 to
Citibank VA prospectus dated May 1, 2000; and
BOA TruAccord Variable Annuity, Nationwide Options Select NY, Nationwide Options Select NLAIC, and One Investor PCVUL
prospectus dated May 1, 2008; and
Marathon VUL prospectus dated May 1, 2009; and
Key Choice, NEA Valuebuilder, The One Investor Annuity, Next Generation Corporate Variable Universal Life,
Marathon Corporate VUL, BOA Next Generation II FPVUL, Nationwide YourLife Protection VUL NY,
Nationwide YourLife Protection VUL, Nationwide YourLife Accumulation VUL NY, Nationwide YourLife Accumulation VUL,
Nationwide YourLife Survivorship VUL NY, Nationwide YourLife Survivorship VUL, and Marathon Performance VUL
prospectus 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 or about October 18, 2010, or as soon thereafter as reasonably practicable, the Nationwide Variable Account Trust ("NVIT") – NVIT Nationwide Fund: Class I will add Diamond Hill Capital Management, Inc. as an additional sub-adviser. After the change is effective, the sub-advisers for NVIT – NVIT Nationwide Fund: Class I will be Aberdeen Asset Management, Inc. and Diamond Hill Capital Management, Inc.

Nationwide Life Insurance Company:

- Nationwide Variable Account
- Nationwide Variable Account – II
- Nationwide Variable Account – 6
- Nationwide Variable Account – 7
- Nationwide Variable Account – 14
- Multi-Flex Variable Account
- Nationwide VLI Separate Account – 2
- Nationwide VLI Separate Account – 4
- Nationwide VLI Separate Account – 5
- Nationwide VLI Separate Account – 6
- Nationwide VLI Separate Account – 7
- Nationwide Provident VLI Separate Account – 1

Prospectus supplement dated July 26, 2010
to Prospectus dated May 1, 2008

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

Effective July 30, 2010, the following paragraph is added to the end of the "Nationwide Life Insurance Company" section of your prospectus:

Nationwide intends to rely on the exemption provided by Rule 12h-7 under the Securities Exchange Act of 1934 ("1934 Act"). In reliance on the exemption provided by Rule 12h-7, we do not intend to file periodic reports as required under the 1934 Act.

Nationwide Life Insurance Company:

- Nationwide VLI Separate Account – 7

Nationwide Life and Annuity Insurance Company:

- Nationwide VL Separate Account – G

Prospectus supplement dated July 26, 2010 to
prospectuses dated

May 1, 2010

The Best of America Next Generation[®] II FPVUL
and May 1, 2009

Nationwide Marathon[®] VUL, Nationwide[®] Options Select, and
Nationwide[®] Options Select – New York

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

Termination of the Nationwide Allocation Architect Service

Effective as of the close of the New York Stock Exchange on November 26, 2010 (the "Termination Date"), the Nationwide Allocation Architect ("NAA") service will be terminated by Nationwide. In addition, any client agreement signed with Nationwide Investment Advisers, LLC ("NIA") in connection with the NAA service will also terminate. This means that after the Termination Date, NIA will no longer develop and maintain the NAA models and NIA will no longer have limited discretionary authority to allocate and rebalance Variable Account cash value in support of the NAA service.

If your policy does not currently participate in the NAA service, its termination will have no impact on your policy.

Terminating Participation in the NAA Service Prior to the Termination Date

If you are currently participating in the NAA service, at any time prior to the Termination Date you may elect to terminate your participation in the NAA service in accordance with the terms of your policy. Any such election must be submitted to Nationwide's home office in writing. If your policy was issued with the Wealth Guard Rider, you must also provide new current and future allocation instructions using the investment options listed in the "*Wealth Guard Available Investment Options*" subsection of the prospectus. Transfers resulting from any current allocation instructions submitted with your election to terminate NAA will not be assessed a short-term trading fee and will not count as a transfer event for the purpose of U.S. mail restrictions. See the "Short-Term Trading Fees" and "Transfer Restrictions" section of your prospectus.

Impact on Policies Actively Participating in the NAA Service on the Termination Date

For those policies still participating in the NAA service on the Termination Date, your then-current allocation of Cash Value among the Fixed Account, Long-Term Fixed Account, and Sub-Accounts will not be affected by the termination of NAA. Your Variable Account cash value will remain allocated to Sub-Accounts that made up the NAA model you were invested in on the Termination Date. After the Termination Date, the NAA service will simply no longer exist.

Future Allocations for Policies Issued Without the Wealth Guard Rider. The portion of your future Premium payments directed to the Variable Account will be allocated to the Sub-Accounts according to the last allocation percentages in effect for that NAA model.

Future Allocations and Transfers for Policies Issued With the Wealth Guard Rider. Policy owners who elected NAA in conjunction with the Wealth Guard Rider will be permitted to remain invested in any Sub-Accounts that are part of the NAA model allocation they are participating in on the Termination Date, even if some or all of the Sub-Accounts invested in by the model are not permitted investment options under the Wealth Guard Rider without NAA. However, you must provide new future allocation instructions using only Wealth Guard permitted investment options for Premium submitted after the Termination Date. Any subsequent new Premium and/or transfers into Sub-Accounts that are not Wealth Guard Rider permitted investment options will not be allowed. See the "*Wealth Guard Available Investment Options*" subsection of this prospectus for a list of permitted investment options.

Nationwide Life Insurance Company

- Nationwide Variable Account – 9
- Nationwide VLI Separate Account – 4
- Nationwide VLI Separate Account – 2
- Nationwide VLI Separate Account – 7
- Nationwide Variable Account – 14
- Nationwide Variable Account – 10
- Nationwide Provident VLI Separate Account 1
- Nationwide VLI Separate Account – 3

Nationwide Life and Annuity Insurance Company

- Nationwide VA Separate Account – B
- Nationwide VL Separate Account – C
- Nationwide VL Separate Account – G
- Nationwide Provident VLI Separate Account A

Prospectus supplement dated June 24, 2010

to Prospectus dated May 1, 2010

and to Prospectus dated May 1, 2009

and to Prospectus dated May 1, 2008

and to Prospectus dated May 1, 2004

and to Prospectus dated May 1, 2003

and to Prospectus dated May 1, 2002

and to Prospectus dated May 1, 2000

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

On or about July 30, 2010 the following underlying mutual funds have changed their subadviser as indicated below:

Underlying Mutual Fund	Old Subadviser	New Subadviser
Nationwide Variable Insurance Trust - NVIT Multi-Manager Large Cap Value Fund: Class I	Deutsche Investment Management America Inc.	The Boston Company Asset Management, LLC
Nationwide Variable Insurance Trust – NVIT Multi-Manager Large Cap Growth Fund: Class I	Goldman Sachs Asset Management, L.P.	Winslow Capital Management, Inc.

Nationwide Life Insurance Company:

- Nationwide VLI Separate Account - 7

Prospectus supplement dated May 1, 2010
to Prospectus dated May 1, 2008

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

1. Effective May 1, 2010, the following underlying mutual funds are available as investment options under your policy:

- Janus Aspen Series – Global Technology Portfolio: Service II Shares
- T. Rowe Price Equity Series, Inc. – T. Rowe Price Health Sciences Portfolio: II
- Franklin Templeton Variable Insurance Products Trust – Templeton Global Bond Securities Fund: Class 3

2. Effective May 1, 2010, the "Appendix A" is amended to include the following:

Janus Aspen Series - Global Technology Portfolio: Service II Shares

Investment Adviser: Janus Capital Management LLC
Investment Objective: Long-term growth of capital.

T. Rowe Price Equity Series, Inc. - T. Rowe Price Health Sciences Portfolio: II

Investment Adviser: T. Rowe Price Investment Services
Investment Objective: Long-term capital appreciation

Franklin Templeton Variable Insurance Products Trust - Templeton Global Bond Securities Fund: Class 3

Investment Adviser: Franklin Advisors, Inc.
Investment Objective: High current income, consistent with preservation of capital, with capital appreciation as a secondary consideration.

3. The following sub-accounts are only available in policies for which good order applications were received before May 1, 2010:

- Nationwide Variable Insurance Trust - AllianceBernstein NVIT Global Fixed Income Fund: Class VI

4. Your prospectus offers the following sub-accounts as investment options under your policy. Effective May 1, 2010, these sub-accounts changed names as indicated below:

Old Name	New Name
AIM Variable Insurance Funds - AIM V.I. Capital Appreciation Fund: Series I Shares	Invesco - Invesco V.I. Capital Appreciation Fund: Series I Shares
AIM Variable Insurance Funds - AIM V.I. Capital Development Fund: Series I Shares	Invesco - Invesco V.I. Capital Development Fund: Series I Shares
Nationwide Variable Insurance Trust: Gartmore NVIT Emerging Markets Fund-Class III	Nationwide Variable Insurance Trust: NVIT Emerging Markets Fund-Class III
Nationwide Variable Insurance Trust: Van Kampen NVIT Real Estate Fund - Class I	Nationwide Variable Insurance Trust: NVIT Real Estate Fund - Class I
Wells Fargo Advantage Funds ® Variable Trust - VT Small Cap Growth Fund	Wells Fargo Advantage Funds - Wells Fargo Advantage VT Small Cap Growth Fund

5. **Effective May 1, 2010, the following sub-accounts liquidated and have merged into a new sub-account as indicated below:**

Liquidated Sub-account	Merged Sub-account
Nationwide Variable Insurance Trust: NVIT Health Sciences Fund-Class III	Nationwide Variable Insurance Trust: NVIT Multi-Manager Large Cap Growth Fund - Class I
Nationwide Variable Insurance Trust: NVIT Technology and Communications Fund-Class III	Nationwide Variable Insurance Trust: NVIT Multi-Manager Large Cap Growth Fund - Class I
Nationwide Variable Insurance Trust: NVIT U.S. Growth Leaders Fund-Class I	Nationwide Variable Insurance Trust: NVIT Multi-Manager Large Cap Growth Fund - Class I

6. **The Wealth Guard Investment Options section is deleted and replaced in its entirety with the following:**

Wealth Guard Investment Options:

AllianceBernstein Variable Products Series Fund, Inc.

- AllianceBernstein Small/Mid Cap Value Portfolio: Class A

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 I

Dreyfus

- Dreyfus Stock Index Fund, Inc.: Initial Shares
- Dreyfus Variable Investment Fund - Appreciation Portfolio: Initial Shares

Fidelity Variable Insurance Products Fund

- Fidelity VIP Freedom Fund 2010 Portfolio: Service Class
- Fidelity VIP Freedom Fund 2020 Portfolio: Service Class
- Fidelity VIP Freedom Fund 2030 Portfolio: Service Class
- VIP Equity-Income Portfolio: Service Class
- VIP Growth Portfolio: Service Class
- VIP Investment Grade Bond Portfolio: Service Class
- VIP Mid Cap Portfolio: Service Class

Franklin Templeton Variable Insurance Products Trust

- Franklin Income Securities Fund: Class 2

Invesco

- Invesco V.I. Capital Development Fund: Series I

Janus Aspen Series

- Forty Portfolio: Service Shares

MFS® Variable Insurance Trust

- MFS Value Series: Initial Class

MFS® Variable Insurance Trust II

- MFS® International Value Portfolio: Service Class

Nationwide Variable Insurance Trust ("NVIT")

- American Century NVIT Multi Cap Value Fund: Class I
- American Funds NVIT Asset Allocation Fund: Class II
- American Funds NVIT Bond Fund: Class II
- American Funds NVIT Growth Fund: Class II

- American Funds NVIT Growth-Income Fund: Class II
- Neuberger Berman NVIT Multi Cap Opportunities Fund: Class I
- Neuberger Berman NVIT Socially Responsible Fund: Class II
- NVIT CardinalSM Aggressive Fund: Class I
- NVIT CardinalSM Balanced Fund: Class I
- NVIT CardinalSM Capital Appreciation Fund: Class I
- NVIT CardinalSM Conservative Fund: Class I
- NVIT CardinalSM Moderate Fund: Class I
- NVIT CardinalSM Moderately Aggressive Fund: Class I
- NVIT CardinalSM Moderately Conservative Fund: Class I
- NVIT Core Bond Fund: Class I
- NVIT Core Plus Bond Fund: Class I
- NVIT Government Bond Fund: Class I
- NVIT Investor Destinations Funds
 - NVIT Investor Destinations Conservative Fund: Class II
 - NVIT Investor Destinations Moderately Conservative Fund: Class II
 - NVIT Investor Destinations Balanced Fund: Class II
 - NVIT Investor Destinations Moderate Fund: Class II
 - NVIT Investor Destinations Capital Appreciation Fund: Class II
 - NVIT Investor Destinations Moderately Aggressive Fund: Class II
 - NVIT Investor Destinations Aggressive Fund: Class II
- NVIT Mid Cap Index Fund: Class I
- NVIT Money Market Fund: Class I
- NVIT Multi-Manager Large Cap Growth Fund: Class I
- NVIT Multi-Manager Large Cap Value Fund: Class I

- NVIT Multi-Manager Mid Cap Growth Fund: Class I
- NVIT Multi-Manager Mid Cap Value Fund: Class II
- NVIT Nationwide Fund: Class I
- NVIT Short Term Bond Fund: Class II
- Oppenheimer NVIT Large Cap Growth Fund: Class I
- Van Kampen NVIT Comstock Value Fund: Class I

Neuberger Berman Advisers Management Trust

- AMT Short Duration Bond Portfolio: I Class

Oppenheimer Variable Account Funds

- Oppenheimer Main Street Fund®/VA: Non-Service Shares

The following sub-accounts are only available for policies issued before May 1, 2009:

American Century Variable Portfolios, Inc.

- American Century VP Value Fund: Class I

Oppenheimer Variable Account Funds

- Oppenheimer Capital Appreciation Fund/VA: Non-Service Shares

T. Rowe Price Equity Series, Inc.

- T. Rowe Price Blue Chip Growth Portfolio: II
- T. Rowe Price Equity Income Portfolio: II

Van Kampen

The Universal Institutional Funds, Inc.

- Core Plus Fixed Income Portfolio: Class I

The following sub-accounts are only available for policies issued before May 1, 2008:

Federated Insurance Series

- Federated Quality Bond Fund II: Primary Shares

Fidelity Variable Insurance Products Fund

- VIP Contrafund® Portfolio: Service Class

Invesco

- Invesco V.I. Capital Appreciation Fund: Series I

Neuberger Berman Advisers Management Trust

- AMT Socially Responsive Portfolio: I Class

The following sub-accounts are only available for policies issued before May 1, 2006:

Fidelity Variable Insurance Products Fund

- VIP Value Strategies Portfolio: Service Class

Franklin Templeton Variable Insurance Products Trust

- Franklin Rising Dividends Securities Fund: Class I

MFS® Variable Insurance Trust

- MFS Investors Growth Stock Series: Initial Class

AllianceBernstein Variable Products Series Fund, Inc.

- AllianceBernstein Small/Mid Cap Value Portfolio: Class A

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 I

Dreyfus

- Dreyfus Stock Index Fund, Inc.: Initial Shares
- Dreyfus Variable Investment Fund - Appreciation

Portfolio: Initial Shares

Fidelity Variable Insurance Products Fund

- Fidelity VIP Freedom Fund 2010 Portfolio: Service Class
- Fidelity VIP Freedom Fund 2020 Portfolio: Service Class
- Fidelity VIP Freedom Fund 2030 Portfolio: Service Class
- VIP Equity-Income Portfolio: Service Class
- VIP Growth Portfolio: Service Class
- VIP Investment Grade Bond Portfolio: Service Class
- VIP Mid Cap Portfolio: Service Class

Franklin Templeton Variable Insurance Products Trust

- Franklin Income Securities Fund: Class 2

Invesco

- Invesco V.I. Capital Development Fund: Series I

Janus Aspen Series

- Forty Portfolio: Service Shares

MFS® Variable Insurance Trust

- MFS Value Series: Initial Class

MFS® Variable Insurance Trust II

- MFS® International Value Portfolio: Service Class

Nationwide Variable Insurance Trust ("NVIT")

- American Century NVIT Multi Cap Value Fund: Class I
- American Funds NVIT Asset Allocation Fund: Class II
- American Funds NVIT Bond Fund: Class II
- American Funds NVIT Growth Fund: Class II
- American Funds NVIT Growth-Income Fund: Class II
- Neuberger Berman NVIT Multi Cap Opportunities Fund: Class I
- Neuberger Berman NVIT Socially Responsible Fund: Class II
- NVIT CardinalSM Aggressive Fund: Class I
- NVIT CardinalSM Balanced Fund: Class I
- NVIT CardinalSM Capital Appreciation Fund: Class I
- NVIT CardinalSM Conservative Fund: Class I
- NVIT CardinalSM Moderate Fund: Class I
- NVIT CardinalSM Moderately Aggressive Fund: Class I
- NVIT CardinalSM Moderately Conservative Fund: Class I
- NVIT Core Bond Fund: Class I
- NVIT Core Plus Bond Fund: Class I
- NVIT Government Bond Fund: Class I
- NVIT Investor Destinations Funds
 - NVIT Investor Destinations Conservative Fund: Class II
 - NVIT Investor Destinations Moderately Conservative Fund: Class II
 - NVIT Investor Destinations Balanced Fund: Class II
 - NVIT Investor Destinations Moderate Fund: Class II

- NVIT Investor Destinations Capital Appreciation Fund: Class II
- NVIT Investor Destinations Moderately Aggressive Fund: Class II
- NVIT Investor Destinations Aggressive Fund: Class II
- NVIT Mid Cap Index Fund: Class I
- NVIT Money Market Fund: Class I
- NVIT Multi-Manager Large Cap Growth Fund: Class I
- NVIT Multi-Manager Large Cap Value Fund: Class I
- NVIT Multi-Manager Mid Cap Growth Fund: Class I
- NVIT Multi-Manager Mid Cap Value Fund: Class II
- NVIT Nationwide Fund: Class I
- NVIT Short Term Bond Fund: Class II
- Oppenheimer NVIT Large Cap Growth Fund: Class I
- Van Kampen NVIT Comstock Value Fund: Class I

Neuberger Berman Advisers Management Trust

- AMT Short Duration Bond Portfolio: I Class

Oppenheimer Variable Account Funds

- Oppenheimer Main Street Fund®/VA: Non-Service Shares

The following sub-accounts are only available for policies issued before May 1, 2009:

American Century Variable Portfolios, Inc.

- American Century VP Value Fund: Class I

Oppenheimer Variable Account Funds

- Oppenheimer Capital Appreciation Fund/VA: Non-Service Shares

T. Rowe Price Equity Series, Inc.

- T. Rowe Price Blue Chip Growth Portfolio: II
- T. Rowe Price Equity Income Portfolio: II

Van Kampen

The Universal Institutional Funds, Inc.

- Core Plus Fixed Income Portfolio: Class I

The following sub-accounts are only available for policies issued before May 1, 2008:

Federated Insurance Series

- Federated Quality Bond Fund II: Primary Shares

Fidelity Variable Insurance Products Fund

- VIP Contrafund® Portfolio: Service Class

Invesco

- Invesco V.I. Capital Appreciation Fund: Series I

Neuberger Berman Advisers Management Trust

- AMT Socially Responsive Portfolio: I Class

The following sub-accounts are only available for policies issued before May 1, 2006:

Fidelity Variable Insurance Products Fund

- VIP Value Strategies Portfolio: Service Class

Franklin Templeton Variable Insurance Products Trust

- Franklin Rising Dividends Securities Fund: Class 1

MFS® Variable Insurance Trust

- MFS Investors Growth Stock Series: Initial Class

7. The "Legal Proceedings" section of your prospectus is replaced with the following:

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 a party to litigation and arbitration proceedings in the ordinary course of its business. It is often not possible to determine the ultimate outcome of the pending investigations and legal proceedings or to provide reasonable ranges of potential losses with any degree of certainty. Some matters, including certain of those referred to below, are in very preliminary stages, and the Company does not have sufficient information to make an assessment of the plaintiffs' claims for liability or damages. In some of the cases seeking to be certified as class actions, the court has not yet decided whether a class will be certified or (in the event of certification) the size of the class and class period. In many of the cases, the plaintiffs are seeking undefined amounts of damages or other relief, including punitive damages and equitable remedies, which are difficult to quantify and cannot be defined based on the information currently available. The Company does not believe, based on information currently known by management, that the outcomes of such pending investigations and legal proceedings are likely to have a material adverse effect on the Company's consolidated financial position. However, given the large and/or indeterminate amounts sought in certain of these matters and inherent unpredictability of litigation, it is possible that an adverse outcome in certain matters could have a material adverse effect on the Company's consolidated financial position or results of operations in a particular period.

In recent years, life insurance companies have been named as defendants in lawsuits, including class action lawsuits relating to life insurance and annuity pricing and sales practices. A number of these lawsuits have resulted in substantial jury awards or settlements against life insurers other than the Company.

The financial services industry, including mutual fund, variable annuity, retirement plan, life insurance and distribution companies, has also been the subject of increasing scrutiny on a broad range of issues by regulators, legislators and the media over the past few years. Numerous regulatory agencies, including the SEC, the Financial Industry Regulatory Authority and the New York State Attorney General, have commenced industry-wide investigations on such issues as late trading and market timing in connection with mutual funds and variable insurance contracts, and have commenced enforcement actions against some mutual fund and life insurance companies on those issues. The Company has responded to information requests and/or subpoenas from the SEC in 2003 and the New York State Attorney General in 2005 in connection with investigations regarding market timing in certain mutual funds offered in insurance products sponsored by the Company. The Company is not aware of any further action on these matters.

In addition, state and federal regulators and other governmental bodies have commenced investigations, proceedings or inquiries relating to compensation and bidding arrangements and possible anti-competitive activities between insurance producers and brokers and issuers of insurance products, and unsuitable sales and replacements by producers on behalf of the issuer. Also under investigation are compensation and revenue sharing arrangements between the issuers of variable insurance contracts and mutual funds or their affiliates, fee arrangements in retirement plans, the use of side agreements and finite reinsurance agreements, funding agreements issued to back MTN programs, recordkeeping and retention compliance by broker-dealers, and supervision of former registered representatives. Related investigations, proceedings or inquiries may be commenced in the future. The Company and/or its affiliates have been contacted by, self reported or received subpoenas from state and federal regulatory agencies and other governmental bodies, state securities law regulators and state attorneys general for information relating to certain of these investigations, including those relating to compensation, revenue sharing and bidding arrangements, anti-competitive activities, unsuitable sales or replacement practices, fee arrangements in retirement plans, the use of side agreements and finite reinsurance agreements, and funding agreements backing the MTN program. The Company is cooperating with regulators in connection with these inquiries and will cooperate with Nationwide Mutual Insurance Company (NMIC) in responding to these inquiries to the extent that any inquiries encompass NMIC's operations.

A promotional and marketing arrangement associated with the Company's offering of a retirement plan product and related services in Alabama is under investigation by the Alabama Attorney General, which assumed the investigation from the Alabama Securities Commission. The Company currently expects that any damages paid to settle this matter will not have a material adverse impact on its consolidated financial position. It is not possible to predict what effect, if any, the outcome of this investigation may have on the Company's retirement plan operations with respect to promotional and marketing arrangements in general in the future.

These proceedings are expected to continue in the future and could result in legal precedents and new industry-wide legislation, rules and regulations that could significantly affect the financial services industry, including mutual fund, retirement plan, life insurance and annuity companies. These proceedings also could affect the outcome of one or more of the Company's litigation matters. There can be no assurance that any litigation or regulatory actions will not have a material adverse effect on the Company's consolidated financial position or results of operations in the future.

On September 10, 2009, NRS was named in a lawsuit filed in the Circuit Court for Montgomery County, Alabama entitled *Twanna Brown, Individually and on behalf of all other persons in Alabama who are similarly situated, v. Nationwide Retirement Solutions, Inc., Alabama State Employees Association, PEBCO, Inc., Edwin "Mac" McArthur, Steve Walkley, Glenn Parker, Ulysses Lavender, Diana McLain, Randy Hebson, and Robert Wagstaff; and Unknown Defendants A-Z*. On January 22, 2010, Brown filed an Amended Complaint alleging in Count One, that all the defendants were involved in a civil conspiracy and seeks to recover actual damages, forfeiture of all other payments and/or salaries to be the fruit of such other payments, punitive damages and costs and attorneys fees. In Count Two, although NRS is not named, it is alleged that the remaining defendants breached their fiduciary duties and seeks actual damages, forfeiture of all other payments and/or salaries to be the fruit of such other payments, punitive damages and costs and attorneys fees. In Count Three, although NRS is not named, the plaintiff seeks declaratory relief that the individual defendants breached their fiduciary duties, seeks injunctive relief permanently removing said defendants from their respective offices in the Alabama State Employees Association (ASEA) and PEBCO and costs and attorneys fees. In Count Four, it alleges that

any money Nationwide paid belonged exclusively to ASEA for the use and benefit of its membership at large and not for the personal benefit of the individual defendants. Plaintiff seeks to recover actual damages from the individual defendants, forfeiture of all other payments and/or salaries to be the fruit of such other payments, punitive damages and costs and attorneys fees. On February 5, 2010, the Company filed a motion to dismiss, or in the alternative, a motion to stay the amended complaint. On February 9, 2010, the individual defendants filed a motion to dismiss the amended complaint. On December 13, 2009, the plaintiff filed a motion to consolidate this case with *Nationwide Retirement Solutions, Inc. v. Alabama State Personnel Board, PEBCO, Inc. and Alabama State Employees Association*. The Company continues to defend this case vigorously.

On November 20, 2007, NRS and NLIC were named in a lawsuit filed in the Circuit Court of Jefferson County, Alabama entitled *Ruth A. Gwin and Sandra H. Turner, and a class of similarly situated individuals v. Nationwide Life Insurance Company, Nationwide Retirement Solutions, Inc., Alabama State Employees Association, PEBCO, Inc. and Fictitious Defendants A to Z*. On December 2, 2008, NRS and NLIC were named in an Amended Class Action Complaint filed in the Circuit Court of Jefferson County, Alabama entitled *Ruth A. Gwin, Steven E. Coker, Sandra H. Turner, and a class of similarly situated individuals v. Nationwide Life Insurance Company, Nationwide Retirement Solutions, Inc, Alabama State Employees Association, Inc., PEBCO, Inc. and Fictitious Defendants A to Z* claiming to represent a class of all participants in the ASEA Plan, excluding members of the Deferred Compensation Committee, members of the Board of Control, ASEA's directors, officers and board members, and PEBCO directors, officers and board members. The class period is from November 20, 2001 to the date of trial. In the amended class action complaint, the plaintiffs allege breach of fiduciary duty, wantonness and breach of contract. The amended class action complaint seeks a declaratory judgment, an injunction, an appointment of an independent fiduciary to protect Plan participants, disgorgement of amounts paid, reformation of Plan documents, compensatory damages and punitive damages, plus interest, attorneys' fees and costs and such other equitable and legal relief to which plaintiffs and class members may be entitled. Also, on December 2, 2008, the plaintiffs filed a motion for preliminary injunction seeking an order requiring periodic payments made by NRS and/or NLIC to ASEA or PEBCO to be held in a trust account for the benefit of Plan participants. On December 16, 2008, the Companies filed their Answer. On April 28, 2009, the court entered an order denying the plaintiffs' motion for preliminary injunction. NRS and NLIC continue to defend this case vigorously.

On July 11, 2007, NLIC was named in a lawsuit filed in the United States District Court for the Western District of Washington at Tacoma entitled *Jerre Daniels-Hall and David Hamblen, Individually and on behalf of All Others Similarly Situated v. National Education Association, NEA Member Benefits Corporation, Nationwide Life Insurance Company, Security Benefit Life Insurance Company, Security Benefit Group, Inc., Security Distributors, Inc., et. al.* The plaintiffs seek to represent a class of all current or former National Education Association (NEA) members who participated in the NEA Valuebuilder 403(b) program at any time between January 1, 1991 and the present (and their heirs and/or beneficiaries). The plaintiffs allege that the defendants violated the Employee Retirement Income Security Act of 1974, as amended (ERISA) by failing to prudently and loyally manage plan assets, by failing to provide complete and accurate information, by engaging in prohibited transactions, and by breaching their fiduciary duties when they failed to prevent other fiduciaries from breaching their fiduciary duties. The complaint seeks to have the defendants restore all losses to the plan, restoration of plan assets and profits to participants, disgorgement of endorsement fees, disgorgement of service fee payments, disgorgement of excessive fees charged to plan participants, other unspecified relief for restitution, declaratory and injunctive relief, and attorneys' fees. On May 23, 2008, the Court granted the defendants' motion to dismiss. On June 19, 2008, the plaintiffs filed a notice of appeal. On July 10, 2009, the Court of Appeals heard oral argument. NLIC continues to defend this lawsuit vigorously.

On November 15, 2006, NFS, NLIC and NRS were named in a lawsuit filed in the United States District Court for the Southern District of Ohio entitled *Kevin Beary, Sheriff of Orange County, Florida, In His Official Capacity, Individually and On Behalf of All Others Similarly Situated v. Nationwide Life Insurance Co., Nationwide Retirement Solutions, Inc. and Nationwide Financial Services, Inc.* The plaintiff sought to represent a class of all sponsors of 457(b) deferred compensation plans in the United States that had variable annuity contracts with the defendants at any time during the class period, or in the alternative, all sponsors of 457(b) deferred compensation plans in Florida that had variable annuity contracts with the defendants during the class period. The class period is from January 1, 1996 until the class notice is provided. The plaintiff alleged that the defendants breached their fiduciary duties by arranging for and retaining service payments from certain mutual funds. The complaint sought an accounting, a declaratory judgment, a permanent injunction and disgorgement or restitution of the service fee payments allegedly received by the defendants, including interest. On January 25, 2007, NFS, NLIC and NRS filed a motion to dismiss. On September 17, 2007, the Court granted

the motion to dismiss. On October 1, 2007, the plaintiff filed a motion to vacate judgment and for leave to file an amended complaint. On September 15, 2008, the Court denied the plaintiffs' motion to vacate judgment and for leave to file an amended complaint. On February 3, 2010, the Sixth Circuit Court of Appeals affirmed the District Court's dismissal of this case. NFS, NLIC and NRS continue to defend this lawsuit vigorously.

On August 15, 2001, NFS and NLIC were named in a lawsuit filed in the United States District Court for the District of Connecticut entitled *Lou Haddock, as trustee of the Flyte Tool & Die, Incorporated Deferred Compensation Plan, et al v. Nationwide Financial Services, Inc. and Nationwide Life Insurance Company*. In the plaintiffs' sixth amended complaint, filed November 18, 2009, they amended the list of named plaintiffs and claim to represent a class of qualified retirement plan trustees under ERISA that purchased variable annuities from NLIC. The plaintiffs allege that they invested ERISA plan assets in their variable annuity contracts and that NLIC and NFS breached ERISA fiduciary duties by allegedly accepting service payments from certain mutual funds. The complaint seeks disgorgement of some or all of the payments allegedly received by NFS and NLIC, other unspecified relief for restitution, declaratory and injunctive relief, and attorneys' fees. On November 6, 2009, the Court granted the plaintiff's motion for class certification and certified a class of "All trustees of all employee pension benefit plans covered by ERISA which had variable annuity contracts with NFS and NLIC or whose participant's had individual variable annuity contracts with NFS and NLIC at any time from January 1, 1996, or the first date NFS and NLIC began receiving payments from mutual funds based on a percentage of assets invested in the funds by NFS and NLIC, whichever came first, to the date of November 6, 2009". Also on November 6, 2009, the Court denied plaintiffs' motion to strike NFS and NLIC's counterclaim for breach of fiduciary duty against the Trustees, in the event NFS and NLIC are held to be a fiduciary at trial, and granted H. Grady Chandler's motion to intervene. On November 23, 2009, NFS and NLIC filed a rule 23(f) petition asking the Second Circuit Court of Appeals to hear an appeal of the District Court's order granting class certification. On December 2, 2009, NFS and NLIC filed an answer to the 6th Amended Complaint. On January 29, 2010, the Companies filed a motion for class certification against the four named plaintiffs, as trustees of their respective retirement plans and against the trustees of other ERISA retirement plans who become members of the class certified in this lawsuit, for breach of fiduciary duty to the plans because the trustees approved and accepted the advantages of the allegedly unlawful "revenue sharing" payments. NFS and NLIC continue to defend this lawsuit vigorously.

The general distributor, NISC, is not engaged in any litigation of any material nature.

Nationwide Life Insurance Company:

- Nationwide Variable Account – II
- Nationwide Variable Account – 8
- Nationwide Variable Account – 9
- Nationwide Variable Account – 14
- Nationwide VLI Separate Account – 2
- Nationwide VLI Separate Account – 3
- Nationwide VLI Separate Account – 4
- Nationwide VLI Separate Account – 7
- Nationwide Provident VLI Separate Account – 1

Nationwide Life and Annuity Insurance Company

- Nationwide VA Separate Account – B
- Nationwide VL Separate Account – G
- Nationwide Provident VLI Separate Account – A

Prospectus supplement dated January 28, 2010

to Prospectus dated

May 1, 2002
(BOA SPVL);

May 1, 2003
(BOA ElitePRO Classic and BOA ElitePRO LTD);

May 1, 2004
(BOA Exclusive, BOA Vision/NY (Citibank) and BOA VisionPlus (Citibank));

May 1, 2008
(BOA MSPVL, BOA MSPVL Future, BOA Options Select NLAIC, BOA Options Select NWL, BOA Protection FPVUL/BOA ChoiceLife Protection FPVUL, BOA TruAccord/FlagHigh and NEBA);

May 1, 2009;

and to Prospectus as supplemented on January 4, 2010
(Options Plus (NLIC), Options Premier (NLIC), Options Premier (NLAIC), Survivor Options Elite (NLIC), Survivor Options Premier (NLAIC) and Survivor Options Premier (NLIC))

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

Your prospectus offers the following underlying mutual fund or sub-account as an investment option under your contract or policy. Effective immediately, the sub-advisor changed its name as indicated below:

Underlying Mutual Fund/ Sub-Account	Old Sub-advisor Name	New Sub-advisor Name
Nationwide Variable Insurance Trust: NVIT Multi-Manager International Growth Fund – Class III	Invesco AIM Capital Management, Inc.	Invesco Advisers, Inc.

The other sub-advisor to this underlying mutual fund or sub-account, American Century Global Investment Management, Inc., will remain unchanged.

Nationwide Life Insurance Company:

- Nationwide VLI Separate Account – 2
- Nationwide VLI Separate Account – 4
- Nationwide VLI Separate Account – 7

Nationwide Life and Annuity Insurance Company:

- Nationwide VL Separate Account – G

Prospectus supplement dated January 12, 2010 to
Prospectuses dated May 1, 2009

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

On August 14, 2009, the Board of Trustees of the Federated Insurance Series voted to liquidate the Federated Insurance Series – Federated Market Opportunity Fund II – Service Shares effective March 12, 2010. Effective March 12, 2010, this sub-account will no longer be available to receive transfers or new purchase payments.

Any account value allocated to this sub-account will be transferred to the Nationwide Variable Insurance Trust - NVIT Money Market Fund: Class I on March 12, 2010.

Nationwide Life Insurance Company:

- Nationwide Variable Account – II
- Nationwide Variable Account – 7
- Nationwide Variable Account – 9
- Nationwide Variable Account – 14
- Nationwide VLI Separate Account – 2
- Nationwide VLI Separate Account – 4
- Nationwide VLI Separate Account – 7

Nationwide Life and Annuity Insurance Company

- Nationwide VL Separate Account – C
- Nationwide VL Separate Account – D
- Nationwide VL Separate Account – G

Prospectus supplement dated October 30, 2009

to Prospectus dated May 1, 2008

(CVUL Future NLAIC, CVUL NLAIC, Fidelity Private Client, MSPVL II, Nationwide Options Select, Nationwide Options Select NY, NEBA, and Protection FPVUL)

and to Prospectus dated May 1, 2009

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

Effective October 16, 2009, the following underlying mutual fund removed American Century Investment Management, Inc. as a subadviser to the fund:

Nationwide Variable Insurance Trust – NVIT Multi-Manager Small Company Fund: Class I

The other subadvisers, to this underlying mutual fund, listed in your prospectus will remain unchanged.

For further information, please contact Nationwide at:

Nationwide Life Insurance Company
One Nationwide Plaza, RR1-04-F4
Columbus, Ohio 43215
1-800-848-6331
TDD: 1-800-238-3035

Prospectus supplement dated July 27, 2009 to

Nationwide Options Select and Nationwide Options Select NY
 Prospectus dated May 1, 2008

and

BOA The Next Generation 2 FPVUL
 Prospectus dated May 1, 2009

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

On July 8, 2009, the Securities and Exchange Commission (the “SEC”) approved Nationwide’s application for an Order permitting the substitution of shares of the underlying mutual funds in Column A (“Existing Funds”) below with shares of the underlying mutual funds in Column B (“Replacement Funds”) below.

Column A Existing Funds	Column B Replacement Funds
AIM Variable Insurance Funds—AIM V.I. Basic Value Fund: Series I Shares	Nationwide Variable Insurance Trust—NVIT Multi-Manager Large Cap Value Fund: Class I
American Century Variable Portfolios, Inc.—American Century VP International Fund: Class III	Nationwide Variable Insurance Trust—NVIT Multi-Manager International Growth Fund: Class III
American Century Variable Portfolios, Inc.—American Century VP Ultra Fund: Class I	Nationwide Variable Insurance Trust—NVIT Multi-Manager Large Cap Growth Fund: Class I
American Century Variable Portfolios, Inc.—American Century VP Vista Fund: Class I	Nationwide Variable Insurance Trust—NVIT Multi-Manager Mid Cap Growth Fund: Class I
Janus Aspen Series—INTECH Risk-Managed Core Portfolio: Service Shares	Nationwide Variable Insurance Trust—NVIT Nationwide Fund: Class I
Neuberger Berman Advisers Management Trust—AMT International Portfolio: S Class	Nationwide Variable Insurance Trust—Gartmore NVIT International Equity Fund: Class VI
Neuberger Berman Advisers Management Trust—AMT Regency Portfolio: S Class	Nationwide Variable Insurance Trust—NVIT Multi-Manager Mid Cap Value Fund: Class II
T. Rowe Price Equity Series, Inc.—T. Rowe Price Limited Term Bond Portfolio: Class II	Nationwide Variable Insurance Trust—NVIT Short Term Bond Fund: Class II
The Universal Institutional Funds, Inc.—U.S. Real Estate Portfolio: Class I	Nationwide Variable Insurance Trust—Van Kampen NVIT Real Estate Fund: Class I

The Exchange Date established for the substitution will be August 14, 2009.

The following underlying mutual funds were scheduled to be a part of this substitution, but have been removed. Any assets allocated to these underlying mutual funds will remain so allocated until the contract owner directs a transfer.

Funds No Longer Part of the Substitution
Federated Insurance Series—Federated Quality Bond Fund II: Primary Shares
Franklin Templeton Variable Insurance Products Trust—Templeton Developing Markets Securities Fund: Class 3

Prior to the Exchange Date. From the current date until the Exchange Date, investors with allocations in the Existing Funds may transfer allocations to any other available underlying mutual fund, the fixed account (if available), and/or a Guaranteed Term Option (if available) in accordance with the policy. During this period, any transfers from an Existing Fund will not be treated as a transfer for purposes of transfer limitations and short-term trading fees that would otherwise be applicable under the terms of the policy.

On the Exchange Date. At the close of business on the Exchange Date, any allocations that remain in the Existing Funds will be redeemed. Such redemptions will then be used to purchase accumulation units/annuity units in the corresponding Replacement Funds. All policy owners affected by the substitution will receive a written confirmation of the transaction. The redemption/repurchase to effectuate the substitution will not be treated as a transfer for the purposes of daily transfer limitations.

After the Exchange Date. Effective immediately following the Exchange Date, the Existing Funds will no longer be available as investment options in the policy. Additionally, from the Exchange Date through September 14, 2009, policy owners may reallocate amounts that were substituted into the Replacement Funds to any other available underlying mutual fund, the fixed account (if

applicable), and/or a Guaranteed Term Option (if available) without the transfer being treated as a transfer for purposes of transfer limitations and short-term trading fees that would otherwise be applicable under the terms of the policy.

For further information or forms, please contact Nationwide at:

Nationwide Life Insurance Company/
Nationwide Life and Annuity Insurance Company
One Nationwide Plaza, RR1-04-F4
Columbus, Ohio 43215

1-800-452-7126
TDD: 1-800-238-3035

Prospectus supplement dated June 15, 2009 to

Nationwide Options Select and Nationwide Options Select NY
 Prospectus dated May 1, 2008

and

BOA The Next Generation 2 FPVUL
 Prospectus dated May 1, 2009

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

On or about June 11 2009, the Securities and Exchange Commission (the “SEC”) issued a public notice of Nationwide’s application for an Order permitting the substitution of shares of the underlying mutual funds in Column A (“Existing Funds”) below with shares of the underlying mutual funds in Column B (“Replacement Funds”) below. Nationwide anticipates that the SEC will issue the Order on or about July 13, 2009.

Column A Existing Funds	Column B Replacement Funds
AIM Variable Insurance Funds—AIM V.I. Basic Value Fund: Series I Shares	Nationwide Variable Insurance Trust—NVIT Multi-Manager Large Cap Value Fund: Class I
American Century Variable Portfolios, Inc.—American Century VP International Fund: Class III	Nationwide Variable Insurance Trust—NVIT Multi-Manager International Growth Fund: Class III
American Century Variable Portfolios, Inc.—American Century VP Ultra Fund: Class I	Nationwide Variable Insurance Trust—NVIT Multi-Manager Large Cap Growth Fund: Class I
American Century Variable Portfolios, Inc.—American Century VP Vista Fund: Class I	Nationwide Variable Insurance Trust—NVIT Multi-Manager Mid Cap Growth Fund: Class I
Federated Insurance Series—Federated Quality Bond Fund II: Primary Shares	Nationwide Variable Insurance Trust—NVIT Core Bond Fund: Class I
Franklin Templeton Variable Insurance Products Trust—Templeton Developing Markets Securities Fund: Class 3	Nationwide Variable Insurance Trust—Gartmore NVIT Emerging Markets Fund: Class III
Janus Aspen Series—INTECH Risk-Managed Core Portfolio: Service Shares	Nationwide Variable Insurance Trust—NVIT Nationwide Fund: Class I
Neuberger Berman Advisers Management Trust—AMT International Portfolio: S Class	Nationwide Variable Insurance Trust—Gartmore NVIT International Equity Fund: Class VI
Neuberger Berman Advisers Management Trust—AMT Regency Portfolio: S Class	Nationwide Variable Insurance Trust—NVIT Multi-Manager Mid Cap Value Fund: Class II
T. Rowe Price Equity Series, Inc.—T. Rowe Price Limited Term Bond Portfolio: Class II	Nationwide Variable Insurance Trust—NVIT Short Term Bond Fund: Class II
The Universal Institutional Funds, Inc.—U.S. Real Estate Portfolio: Class I	Nationwide Variable Insurance Trust—Van Kampen NVIT Real Estate Fund: Class I

The Exchange Date established for the substitution will be August 14, 2009.

Prior to the Exchange Date. From the current date until the Exchange Date, investors with allocations in the Existing Funds may transfer allocations to any other available underlying mutual fund, the fixed account (if available), and/or a Guaranteed Term Option (if available) in accordance with the policy. During this period, any transfers from an Existing Fund will not be treated as a transfer for purposes of transfer limitations and short-term trading fees that would otherwise be applicable under the terms of the policy.

On the Exchange Date. At the close of business on the Exchange Date, any allocations that remain in the Existing Funds will be redeemed. Such redemptions will then be used to purchase accumulation units/annuity units in the corresponding Replacement Funds. All policy owners affected by the substitution will receive a written confirmation of the transaction. The redemption/repurchase to effectuate the substitution will not be treated as a transfer for the purposes of daily transfer limitations.

After the Exchange Date. Effective immediately following the Exchange Date, the Existing Funds will no longer be available as investment options in the policy. Additionally, from the Exchange Date through September 14, 2009, policy owners may reallocate amounts that were substituted into the Replacement Funds to any other available underlying mutual fund, the fixed account (if applicable), and/or a Guaranteed Term Option (if available) without the transfer being treated as a transfer for purposes of transfer limitations and short-term trading fees that would otherwise be applicable under the terms of the policy.

For further information or forms, please contact Nationwide at:

Nationwide Life Insurance Company/
Nationwide Life and Annuity Insurance Company
One Nationwide Plaza, RR1-04-F4
Columbus, Ohio 43215

1-800-452-7126
TDD: 1-800-238-3035

Nationwide Life Insurance Company:

- Nationwide VLI Separate Account - 7

Prospectus supplement dated June 9, 2009

to Prospectus dated May 1, 2008

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

1. Effective May 1, 2009, the following sub-accounts are available as investment options under your policy:

- BlackRock Variable Series Funds, Inc. - BlackRock Global Allocation Fund: Class II
- Nationwide Variable Insurance Trust - AllianceBernstein NVIT Global Fixed Income Fund: Class III
- Nationwide Variable Insurance Trust - American Century NVIT Multi Cap Value Fund: Class I
- Nationwide Variable Insurance Trust - Gartmore NVIT Worldwide Leaders Fund: Class III
- 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 - Oppenheimer NVIT Large Cap Growth Fund: Class I
- Nationwide Variable Insurance Trust - Templeton NVIT International Value Fund: Class III
- PIMCO Variable Insurance Trust - Foreign Bond Portfolio (Unhedged): Administrative Class
- PIMCO Variable Insurance Trust - Low Duration Portfolio: Administrative Class
- Ivy Funds Variable Insurance Portfolios, Inc. - Asset Strategy
- Wells Fargo Advantage Funds® Variable Trust - VT Small Cap Growth Fund

2. Effective May 1, 2009, “Appendix B: Sub-Accounts” is amended to include the following:

BlackRock Variable Series Funds, Inc. - BlackRock Global Allocation Fund: Class II

Investment Advisor: BlackRock Advisors, LLC

Sub-adviser: BlackRock Investment Management, LLC; BlackRock Asset Management U.K. Limited

Investment Objective: Seek high total investment return.

Nationwide Variable Insurance Trust - AllianceBernstein NVIT Global Fixed Income Fund: Class III

Investment Advisor: Nationwide Fund Advisors

Sub-adviser: AllianceBernstein L.P.

Investment Objective: Seeks a high level of current income consistent with preserving capital.

Nationwide Variable Insurance Trust - American Century NVIT Multi Cap Value Fund: Class I

Investment Adviser: Nationwide Fund Advisors

Sub-adviser: American Century Investment Management, Inc.

Investment Objective: Seeks capital appreciation.

Nationwide Variable Insurance Trust - Gartmore NVIT Worldwide Leaders Fund: Class III

Investment Adviser: Nationwide Fund Advisors

Sub-adviser: Gartmore Global Partners

Investment Objective: Long-term capital growth.

Nationwide Variable Insurance Trust - NVIT Investor Destinations Balanced Fund: Class II

Investment Adviser: Nationwide Fund Advisors

Investment Objective: The NVIT Investor Destinations Balanced Fund (“Balanced Fund” or the “Fund”) seeks a high level of total return through investment in both equity and fixed-income securities. The Balanced Fund is a “fund-of-funds” that invests its assets primarily in underlying portfolios of Nationwide Variable Insurance Trust (each, an “Underlying Fund” or collectively, “Underlying Funds”) that represent

several asset classes. Each of the Underlying Funds in turn invests in equity or fixed-income securities, as appropriate to its respective objective and strategies.

Nationwide Variable Insurance Trust - NVIT Investor Destinations Capital Appreciation Fund: Class II

Investment Adviser: Nationwide Fund Advisors
Investment Objective: The NVIT Investor Destinations Capital Appreciation Fund (“Capital Appreciation Fund” or the “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. The Capital Appreciation Fund is a “fund-of-funds” that invests its assets primarily in underlying portfolios of Nationwide Variable Insurance Trust (each, an “Underlying Fund” or collectively, “Underlying Funds”) that represent several asset classes. Each of the Underlying Funds in turn invests in equity or fixed-income securities, as appropriate to its respective objective and strategies.

Nationwide Variable Insurance Trust - Oppenheimer NVIT Large Cap Growth Fund: Class I

Investment Adviser: Nationwide Fund Advisors
Sub-adviser: OppenheimerFunds, Inc.
Investment Objective: Seeks long-term capital growth.

Nationwide Variable Insurance Trust - Templeton NVIT International Value Fund: Class III

Investment Adviser: Nationwide Fund Advisors
Sub-adviser: Templeton Investment Counsel, LLC
Investment Objective: Seeks to maximize total return, consisting of capital appreciation and/or current income.

PIMCO Variable Insurance Trust - Foreign Bond Portfolio (Unhedged): Administrative Class

Investment Adviser: Pacific Investment Management Company LLC
Investment Objective: Maximum total return consistent with preservation of capital and prudent investment management.

PIMCO Variable Insurance Trust - Low Duration Portfolio: Administrative Class

Investment Adviser: Pacific Investment Management Company LLC
Investment Objective: Maximum total return consistent with preservation of capital and prudent investment management.

Ivy Funds Variable Insurance Portfolios, Inc. - Asset Strategy

Investment Adviser: Waddell & Reed Investment Management Company
Investment Objective: High total return over the long run.

Wells Fargo Advantage Funds® Variable Trust - VT Small Cap Growth Fund

Investment Adviser: Wells Fargo Funds Management, LLC
Sub-adviser: Wells Capital Management Incorporated
Investment Objective: Long-term capital appreciation.

3. The following sub-accounts are only available in policies for which good order applications were received before May 1, 2009:

- American Century Variable Portfolios, Inc. - American Century VP Value Fund: Class I
- Franklin Templeton Variable Insurance Products Trust - Templeton Foreign Securities Fund: Class 3
- Franklin Templeton Variable Insurance Products Trust - Templeton Global Income Securities Fund: Class 3
- Oppenheimer Variable Account Funds - Oppenheimer Capital Appreciation Fund/VA: Non Service Shares
- Oppenheimer Variable Account Funds - Oppenheimer High Income Fund/VA: Class 3
- T. Rowe Price Equity Series, Inc. - T. Rowe Price Blue Chip Growth Portfolio: Class II
- T. Rowe Price Equity Series, Inc. - T. Rowe Price Equity Income Portfolio: Class II
- The Universal Institutional Funds, Inc. - Core Plus Fixed Income Portfolio: Class I

4. Your prospectus offers the following sub-accounts as investment options under your policy. Effective May 1, 2009, these sub-accounts changed names as indicated below:

Old Name	New Name
Franklin Templeton Variable Insurance Products Trust - Templeton Global Income Securities Fund: Class 3	Franklin Templeton Variable Insurance Products Trust - Templeton Global Bond Securities Fund: Class 3
Janus Aspen Series - International Growth Portfolio: Service II Shares	Janus Aspen Series - Overseas Portfolio: Service II Shares

5. The following sub-account has changed subadviser:

Sub-account	Old Subadviser	New Subadviser
Nationwide Variable Insurance Trust - NVIT Money Market Fund: Class I	Nationwide Asset Management, LLC	Federated Investment Management Company

6. Effective May 1, 2009, the following sub-account liquidated and has merged into a new sub-account as indicated below:

Liquidated Sub-account	Merged Sub-account
Nationwide Variable Insurance Trust - NVIT Mid Cap Growth Fund: Class I	Nationwide Variable Insurance Trust - NVIT Multi-Manager Mid Cap Growth Fund: Class I

Consequently, all references in the prospectus to a Liquidated Sub-account means the corresponding Merged Sub-account.

7. The Wealth Guard investment options subsection of the Wealth Guard Rider section has been updated to include the following list of sub-accounts as additional, permissible investment options under the Wealth Guard Rider:

- Nationwide Variable Insurance Trust: NVIT Core Bond Fund- Class I
- Nationwide Variable Insurance Trust: NVIT Multi-Manager Large Cap Growth Fund- Class I
- Nationwide Variable Insurance Trust: NVIT Multi-Manager Large Cap Value Fund-Class I
- Nationwide Variable Insurance Trust: NVIT Multi-Manager Mid Cap Growth Fund- Class I
- Nationwide Variable Insurance Trust: NVIT Multi-Manager Mid Cap Value Fund- Class II
- Nationwide Variable Insurance Trust: NVIT Short Term Bond Fund- Class II

8. The “Legal Proceedings” section of your prospectus is replaced with the following:

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), which refers to Nationwide Life Insurance Company of America (NLICA), Nationwide Life and Annuity Company of America (NLACA) and subsidiaries, including the affiliated distribution network. NFS is incorporated in Delaware and maintains its principal executive offices in Columbus, Ohio.

The Company is a party to litigation and arbitration proceedings in the ordinary course of its business. It is often not possible to determine the ultimate outcome of the pending investigations and legal proceedings or to provide reasonable ranges of potential losses with any degree of certainty. Some matters, including certain of those referred to below, are in very preliminary stages, and the Company does not have sufficient information to make an assessment of the plaintiffs’ claims for liability or damages. In some of the cases seeking to be certified as class actions, the court has not yet decided whether a class will be certified or (in the event of certification) the size of the class and class period. In many of the cases, the plaintiffs are seeking undefined amounts of damages or other relief, including punitive damages and equitable

remedies, which are difficult to quantify and cannot be defined based on the information currently available. The Company does not believe, based on information currently known by management, that the outcomes of such pending investigations and legal proceedings are likely to have a material adverse effect on the Company's consolidated financial position. However, given the large and/or indeterminate amounts sought in certain of these matters and inherent unpredictability of litigation, it is possible that an adverse outcome in certain matters could have a material adverse effect on the Company's consolidated financial position or results of operations in a particular period.

In recent years, life insurance companies have been named as defendants in lawsuits, including class action lawsuits relating to life insurance and annuity pricing and sales practices. A number of these lawsuits have resulted in substantial jury awards or settlements against life insurers other than the Company.

The financial services industry, including mutual fund, variable annuity, retirement plan, life insurance and distribution companies, has also been the subject of increasing scrutiny by regulators, legislators and the media over the past few years. Numerous regulatory agencies, including the SEC, the Financial Industry Regulatory Authority and the New York State Attorney General, have commenced industry-wide investigations regarding late trading and market timing in connection with mutual funds and variable insurance contracts, and have commenced enforcement actions against some mutual fund and life insurance companies on those issues. The Company has been contacted by or received subpoenas from the SEC and the New York State Attorney General, who are investigating market timing in certain mutual funds offered in insurance products sponsored by the Company. The Company has cooperated with these investigations. Information requests from the New York State Attorney General and the SEC with respect to investigations into late trading and market timing were last responded to by the Company and its affiliates in December 2003 and June 2005, respectively, and no further information requests have been received with respect to these matters.

In addition, state and federal regulators and other governmental bodies have commenced investigations, proceedings or inquiries relating to compensation and bidding arrangements and possible anti-competitive activities between insurance producers and brokers and issuers of insurance products, and unsuitable sales and replacements by producers on behalf of the issuer. Also under investigation are compensation and revenue sharing arrangements between the issuers of variable insurance contracts and mutual funds or their affiliates, fee arrangements in retirement plans, the use of side agreements and finite reinsurance agreements, funding agreements issued to back medium-term note (MTN) programs, recordkeeping and retention compliance by broker/dealers, and supervision of former registered representatives. Related investigations, proceedings or inquiries may be commenced in the future. The Company and/or its affiliates have been contacted by or received subpoenas from state and federal regulatory agencies and other governmental bodies, state securities law regulators and state attorneys general for information relating to certain of these investigations, including those relating to compensation, revenue sharing and bidding arrangements, anti-competitive activities, unsuitable sales or replacement practices, fee arrangements in retirement plans, the use of side agreements and finite reinsurance agreements, and funding agreements backing the NLIC MTN program. The Company is cooperating with regulators in connection with these inquiries and will cooperate with Nationwide Mutual Insurance Company (NMIC) in responding to these inquiries to the extent that any inquiries encompass NMIC's operations.

A promotional and marketing arrangement associated with the Company's offering of a retirement plan product and related services in Alabama is under investigation by the Alabama Securities Commission. The Company currently expects that any damages paid to settle this matter will not have a material adverse impact on its consolidated financial position. It is not possible to predict what effect, if any, the outcome of this investigation may have on the Company's retirement plan operations with respect to promotional and marketing arrangements in general in the future.

These proceedings are expected to continue in the future and could result in legal precedents and new industry-wide legislation, rules and regulations that could significantly affect the financial services industry, including mutual fund, retirement plan, life insurance and annuity companies. These proceedings also could affect the outcome of one or more of the Company's litigation matters. There can be no assurance that any such litigation or regulatory actions will not have a material adverse effect on the Company's consolidated financial position or results of operations in the future.

Nationwide Financial Services, Inc. (NFS), NMIC, Nationwide Mutual Fire Insurance Company (NMFIC), Nationwide Corporation and the directors of NFS have been named as defendants in several class actions brought by NFS shareholders. These lawsuits arose following the announcement of the joint offer by NMIC, NMFIC and Nationwide Corporation to acquire all of the outstanding shares of NFS' Class A common stock. The defendants deny any and all allegations of wrongdoing and have defended these lawsuits vigorously. On August 6, 2008, NFS and NMIC, NMFIC and Nationwide Corporation announced that they had entered into a definitive agreement for the acquisition of all of the outstanding shares of NFS' Class A common stock for \$52.25 per share by Nationwide Corporation, subject to the

satisfaction of specific closing conditions. Simultaneously, the plaintiffs and defendants entered into a memorandum of understanding for the settlement of these lawsuits. The memorandum of understanding provides, among other things, for the settlement of the lawsuits and release of the defendants and, in exchange for the release and without admitting any wrongdoing, defendant NMIC shall acknowledge that the pending lawsuits were a factor, among others, that led it to offer an increased share price in the transaction. NMIC shall agree to pay plaintiffs' attorneys' fees and the costs of notifying the class members of the settlement. The memorandum of understanding is conditioned upon court approval of the proposed settlement. The court has scheduled the fairness hearing for approval of the proposed settlement for June 23, 2009. The lawsuits are pending in multiple jurisdictions and allege that the offer price was inadequate, that the process for reviewing the offer was procedurally unfair and that the defendants have breached their fiduciary duties to the holders of the NFS Class A common stock. NFS continues to defend these lawsuits vigorously.

On November 20, 2007, Nationwide Retirement Solutions, Inc. (NRS) and NLIC were named in a lawsuit filed in the Circuit Court of Jefferson County, Alabama entitled *Ruth A. Gwin and Sandra H. Turner, and a class of similarly situated individuals v Nationwide Life Insurance Company, Nationwide Retirement Solutions, Inc., Alabama State Employees Association, PEBCO, Inc. and Fictitious Defendants A to Z*. On December 2, 2008, the plaintiffs filed an amended complaint. The plaintiffs claim to represent a class of all participants in the Alabama State Employees Association (ASEA) Plan, excluding members of the Deferred Compensation Committee, members of the Board of Control, ASEA's directors, officers and board members, and PEBCO's directors, officers and board members. The class period is from November 20, 2001, to the date of trial. In the amended class action complaint, the plaintiffs allege breach of fiduciary duty, wantonness and breach of contract. The amended class action complaint seeks a declaratory judgment, an injunction, an appointment of an independent fiduciary to protect Plan participants, disgorgement of amounts paid, reformation of Plan documents, compensatory damages and punitive damages, plus interest, attorneys' fees and costs and such other equitable and legal relief to which plaintiffs and class members may be entitled. Also, on December 2, 2008, the plaintiffs filed a motion for preliminary injunction seeking an order requiring periodic payments made by NRS and/or NLIC to ASEA or PEBCO to be held in a trust account for the benefit of Plan participants. On December 4, 2008, the Alabama State Personnel Board and the State of Alabama by, and through the State Personnel Board, filed a motion to intervene and a complaint in intervention. On December 16, 2008, the Companies filed their Answer. On February 4, 2009, the court provisionally agreed to add the State of Alabama, by and through the State Personnel Board as a party. NRS and NLIC continue to defend this case vigorously.

On July 11, 2007, NLIC was named in a lawsuit filed in the United States District Court for the Western District of Washington at Tacoma entitled *Jerre Daniels-Hall and David Hamblen, Individually and on behalf of All Others Similarly Situated v. National Education Association, NEA Member Benefits Corporation, Nationwide Life Insurance Company, Security Benefit Life Insurance Company, Security Benefit Group, Inc., Security Distributors, Inc., et. al.* The plaintiffs seek to represent a class of all current or former National Education Association (NEA) members who participated in the NEA Valuebuilder 403(b) program at any time between January 1, 1991 and the present (and their heirs and/or beneficiaries). The plaintiffs allege that the defendants violated the Employee Retirement Income Security Act of 1974, as amended (ERISA) by failing to prudently and loyally manage plan assets, by failing to provide complete and accurate information, by engaging in prohibited transactions, and by breaching their fiduciary duties when they failed to prevent other fiduciaries from breaching their fiduciary duties. The complaint seeks to have the defendants restore all losses to the plan, restoration of plan assets and profits to participants, disgorgement of endorsement fees, disgorgement of service fee payments, disgorgement of excessive fees charged to plan participants, other unspecified relief for restitution, declaratory and injunctive relief, and attorneys' fees. On May 23, 2008, the Court granted the defendants' motion to dismiss. On June 19, 2008, the plaintiffs filed a notice of appeal. On October 17, 2008, the plaintiffs filed their opening brief. On December 19, 2008 the defendants filed their briefs. On January 26, 2009, the plaintiffs filed Appellants' Reply Brief. NLIC continues to defend this lawsuit vigorously.

On November 15, 2006, NFS, NLIC and NRS were named in a lawsuit filed in the United States District Court for the Southern District of Ohio entitled *Kevin Beary, Sheriff of Orange County, Florida, In His Official Capacity, Individually and On Behalf of All Others Similarly Situated v. Nationwide Life Insurance Co., Nationwide Retirement Solutions, Inc. and Nationwide Financial Services, Inc.* The plaintiff seeks to represent a class of all sponsors of 457(b) deferred compensation plans in the United States that had variable annuity contracts with the defendants at any time during the class period, or in the alternative, all sponsors of 457(b) deferred compensation plans in Florida that had variable annuity contracts with the defendants during the class period. The class period is from January 1, 1996 until the class notice is provided. The plaintiff alleges that the defendants breached their fiduciary duties by arranging for and retaining service payments from certain mutual funds. The complaint seeks an accounting, a declaratory judgment, a permanent injunction and disgorgement or restitution of the service fee payments allegedly received by the defendants, including interest. On

January 25, 2007, NFS, NLIC and NRS filed a motion to dismiss. On September 17, 2007, the Court granted the motion to dismiss. On October 1, 2007, the plaintiff filed a motion to vacate judgment and for leave to file an amended complaint. On September 15, 2008, the Court denied the plaintiffs' motion to vacate judgment and for leave to file an amended complaint. On October 15, 2008, the plaintiffs filed a notice of appeal. NFS, NLIC and NRS continue to defend this lawsuit vigorously.

On February 11, 2005, NLIC was named in a class action lawsuit filed in Common Pleas Court, Franklin County, Ohio entitled *Michael Carr v. Nationwide Life Insurance Company*. The complaint seeks recovery for breach of contract, fraud by omission, violation of the Ohio Deceptive Trade Practices Act and unjust enrichment. The complaint also seeks unspecified compensatory damages, disgorgement of all amounts in excess of the guaranteed maximum premium and attorneys' fees. On February 2, 2006, the court granted the plaintiff's motion for class certification on the breach of contract and unjust enrichment claims. The court certified a class consisting of all residents of the United States and the Virgin Islands who, during the class period, paid premiums on a modal basis to NLIC for term life insurance policies issued by NLIC during the class period that provide for guaranteed maximum premiums, excluding certain specified products. Excluded from the class are NLIC; any parent, subsidiary or affiliate of NLIC; all employees, officers and directors of NLIC; and any justice, judge or magistrate judge of the State of Ohio who may hear the case. The class period is from February 10, 1990 through February 2, 2006, the date the class was certified. On January 26, 2007, the plaintiff filed a motion for summary judgment. On April 30, 2007, NLIC filed a motion for summary judgment. On February 4, 2008, the Court granted the class's motion for summary judgment on the breach of contract claims arising from the term policies in 43 of 51 jurisdictions. The Court granted NLIC's motion for summary judgment on the breach of contract claims on all decreasing term policies. On November 7, 2008, the case was settled.

On April 13, 2004, NLIC was named in a class action lawsuit filed in Circuit Court, Third Judicial Circuit, Madison County, Illinois, entitled *Woodbury v. Nationwide Life Insurance Company*. NLIC removed this case to the United States District Court for the Southern District of Illinois on June 1, 2004. On December 27, 2004, the case was transferred to the United States District Court for the District of Maryland and included in the multi-district proceeding entitled *In Re Mutual Funds Investment Litigation*. In response, on May 13, 2005, the plaintiff filed the first amended complaint purporting to represent, with certain exceptions, a class of all persons who held (through their ownership of an NLIC annuity or insurance product) units of any NLIC sub-account invested in mutual funds that included foreign securities in their portfolios and that experienced market timing or stale price trading activity. The first amended complaint purports to disclaim, with respect to market timing or stale price trading in NLIC's annuities sub-accounts, any allegation based on NLIC's untrue statement, failure to disclose any material fact, or usage of any manipulative or deceptive device or contrivance in connection with any class member's purchases or sales of NLIC annuities or units in annuities sub-accounts. The plaintiff claims, in the alternative, that if NLIC is found with respect to market timing or stale price trading in its annuities sub-accounts, to have made any untrue statement, to have failed to disclose any material fact or to have used or employed any manipulative or deceptive device or contrivance, then the plaintiff purports to represent a class, with certain exceptions, of all persons who, prior to NLIC's untrue statement, omission of material fact, use or employment of any manipulative or deceptive device or contrivance, held (through their ownership of an NLIC annuity or insurance product) units of any NLIC sub-account invested in mutual funds that included foreign securities in their portfolios and that experienced market timing activity. The first amended complaint alleges common law negligence and seeks to recover damages not to exceed \$75,000 per plaintiff or class member, including all compensatory damages and costs. On June 1, 2006, the District Court granted NLIC's motion to dismiss the plaintiff's complaint. On January 30, 2009, the United States Court of Appeals for the Fourth Circuit affirmed that dismissal. NLIC continues to defend this lawsuit vigorously.

On August 15, 2001, NFS and NLIC were named in a lawsuit filed in the United States District Court for the District of Connecticut entitled *Lou Haddock, as trustee of the Flyte Tool & Die, Incorporated Deferred Compensation Plan, et al v. Nationwide Financial Services, Inc. and Nationwide Life Insurance Company*. Currently, the plaintiffs' fifth amended complaint, filed March 21, 2006, purports to represent a class of qualified retirement plans under ERISA that purchased variable annuities from NLIC. The plaintiffs allege that they invested ERISA plan assets in their variable annuity contracts and that NLIC and NFS breached ERISA fiduciary duties by allegedly accepting service payments from certain mutual funds. The complaint seeks disgorgement of some or all of the payments allegedly received by NFS and NLIC, other unspecified relief for restitution, declaratory and injunctive relief, and attorneys' fees. To date, the District Court has rejected the plaintiffs' request for certification of the alleged class. On September 25, 2007, NFS' and NLIC's motion to dismiss the plaintiffs' fifth amended complaint was denied. On October 12, 2007, NFS and NLIC filed their answer to the plaintiffs' fifth amended complaint and amended counterclaims. On November 1, 2007, the plaintiffs filed a motion to dismiss NFS' and NLIC's amended counterclaims. On November 15, 2007, the plaintiffs filed a motion for class

certification. On February 8, 2008, the Court denied the plaintiffs' motion to dismiss the amended counterclaim, with the exception that it was tentatively granting the plaintiffs' motion to dismiss with respect to NFS' and NLIC's claim that it could recover any "disgorgement remedy" from plan sponsors. On April 25, 2008, NFS and NLIC filed their opposition to the plaintiffs' motion for class certification. On September 29, 2008, the plaintiffs filed their reply to NFS' and NLIC's opposition to class certification. The Court has set a hearing on the class certification motion for February 27, 2009. NFS and NLIC continue to defend this lawsuit vigorously.

The general distributor is not engaged in any material litigation.

Nationwide Life Insurance Company:

- Nationwide VLI Separate Account – 2
- Nationwide VLI Separate Account - 4
- Nationwide VLI Separate Account - 7

Nationwide Life and Annuity Insurance Company:

- Nationwide VL Separate Account – D
- Nationwide VL Separate Account – G

Nationwide Life Insurance Company of America:

- Nationwide Provident VLI Separate Account 1

Nationwide Life and Annuity Insurance Company of America:

- Nationwide Provident VLI Separate Account A

Prospectus supplement dated December 31, 2008 to
Prospectus dated May 1, 2008

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

Your prospectus offers the following underlying mutual funds as investment options under your contract. Effective December 31, 2008, these investment options changed their name as indicated below.

OLD NAME	NEW NAME
Nationwide Variable Insurance Trust – Lehman Brothers NVIT Core Plus Bond Fund – Class I	Nationwide Variable Insurance Trust – NVIT Core Plus Bond Fund – Class I
Nationwide Variable Insurance Trust – Van Kampen NVIT Multi Sector Bond Fund - Class I	Nationwide Variable Insurance Trust – NVIT Multi Sector Bond Fund - Class I

Nationwide Life Insurance Company:

- Nationwide Variable Account - II
- Nationwide Variable Account - 9
- Nationwide Variable Account - 13
- Nationwide VLI Separate Account – 2
- Nationwide VLI Separate Account - 3
- Nationwide VLI Separate Account - 4
- Nationwide VLI Separate Account - 7

Nationwide Life and Annuity Insurance Company:

- Nationwide VL Separate Account - C
- Nationwide VL Separate Account – G
- Nationwide VA Separate Account – B

Nationwide Life Insurance Company of America:

- Nationwide Provident VLI Separate Account 1

Nationwide Life and Annuity Insurance Company of America:

- Nationwide Provident VLI Separate Account A
- Nationwide Provident VA Separate Account A

Prospectus supplement dated October 8, 2008 to
Prospectus dated May 1, 2008

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

Your prospectus offers the following underlying mutual fund as an investment option under your contract. Effective October 8, 2008, this investment option changed its name as indicated below.

OLD NAME	NEW NAME
Lehman Brothers Advisers Management Trust – Short Duration Bond Portfolio –I Class	Neuberger Berman Advisers Management Trust – Short Duration Bond Portfolio – I Class

Nationwide Life Insurance Company:

- Nationwide Variable Account - II
- Nationwide Variable Account - 4
- Nationwide Variable Account - 7
- Nationwide Variable Account - 8
- Nationwide Variable Account - 9
- Nationwide Variable Account - 10
- Nationwide Variable Account - 14
- Nationwide VLI Separate Account - 2
- Nationwide VLI Separate Account - 4
- Nationwide VLI Separate Account - 6
- Nationwide VLI Separate Account - 7

Nationwide Life and Annuity Insurance Company:

- Nationwide VL Separate Account - C
- Nationwide VL Separate Account - D
- Nationwide VL Separate Account – G
- Nationwide VA Separate Account – B

Nationwide Life Insurance Company of America:

- Nationwide Provident VLI Separate Account 1

Nationwide Life and annuity Insurance Company of America:

- Nationwide Provident VLI Separate Account A

Prospectus supplement dated October 1, 2008 to
Prospectus dated May 1, 2008

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

Effective October 1, 2008, “Appendix A: Underlying Mutual Funds” is amended by adding OppenheimerFunds, Inc. as an additional Sub-adviser for the Nationwide Variable Insurance Trust - NVIT Multi-Manager Small Cap Growth Fund.

Nationwide® Options Select – New York

Individual Flexible Premium Variable Universal Life Insurance Policies

issued by

Nationwide Life Insurance Company

through

Nationwide VLI Separate Account-7

The date of this prospectus is May 1, 2008.

PLEASE KEEP THIS PROSPECTUS FOR FUTURE REFERENCE.

Variable life insurance is complex, and this prospectus is designed to help you become as fully informed as possible in making your decision to purchase or not to purchase this variable life insurance policy. We encourage you to take the time to understand the policy, its potential benefits and risks, and how it might or might not benefit you. In consultation with your financial adviser, you should use this prospectus to compare the benefits and risks of this policy against those of other life insurance policies and alternative investment instruments.

Please read this entire prospectus and consult with a trusted financial adviser. If you have policy-specific questions or need additional information, contact us. Also, contact us for free copies of the prospectuses for the mutual funds available in the policy.

<p>Telephone: 1-800-547-7548 TDD: 1-800-238-3035</p> <p>Internet: www.nationwide.com</p> <p>U.S. Mail: Nationwide Life Insurance Company 5100 Rings Road, RR1-04-D4 Dublin, OH 43017-1522</p>
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You should read your policy along with this prospectus. This prospectus is not an offering in any jurisdiction where such offering may not lawfully be made.

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.

<p>This policy is NOT: FDIC insured; a bank deposit; available in every state; or insured or endorsed by a bank or any federal government agency.</p>
--

<p>This policy MAY decrease in value to the point of being valueless.</p>
--

The purpose of this policy is to provide life insurance protection for the beneficiary that you name. **If your primary need is not life insurance protection, then purchasing this policy may not be in your best interests.** We make no claim that the policy is in any way similar or comparable to a systematic investment plan of a mutual fund.

In thinking about buying this policy to replace existing life insurance, please carefully consider its advantages versus those of the policy you intend to replace, as well as any replacement costs. As always, consult your financial adviser.

Not all terms, conditions, benefits, programs, features and investment options are available or approved for use in every state.

<p>We offer a variety of variable universal life policies. Despite offering substantially similar features and investment options, certain policies may have lower overall charges than others, including this policy. These differences in charges may be attributable to differences in sales and related expenses incurred in one distribution channel versus another.</p>

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In Summary: Policy Benefits

Death Benefit

The primary benefit of your policy is life insurance coverage. While the policy is In Force, we will pay the Proceeds to your beneficiary when the Insured dies.

Your Choice of Death Benefit Options

Option One: The Death Benefit is **the greater of** the Specified Amount **or** the Minimum Required Death Benefit under federal tax law.

Option Two: The Death Benefit is **the greater of** the Specified Amount plus the Cash Value **or** the Minimum Required Death Benefit under federal tax law.

Choice of Policy Proceeds

You or your beneficiary may choose to receive the Policy Proceeds in a lump sum, or a variety of options that will pay out over time.

Coverage Flexibility

Subject to conditions, you may choose to:

- change the Death Benefit option;
- increase or decrease the Specified Amount;
- change your beneficiaries; and
- change who owns the policy.

Continuation of Coverage is Guaranteed

Your policy will remain In Force during the policy continuation period as long as you pay the Policy Continuation Premium Amount.

Access to Cash Value

Subject to conditions, you may:

- Take a policy loan of no more than 90% of the Cash Value allocated to the Sub-Accounts and 100% of the Cash Value allocated to the fixed investment options, less any Surrender Charge and less 100% of the Adjusted Sales Load Life Insurance Rider forfeiture charge (if applicable). The minimum loan amount is \$200.
- Take a partial surrender of at least \$200.
- Surrender the policy for its Cash Surrender Value at any time while the Insured is alive. The Cash Surrender Value will be the Cash Value, less Indebtedness, and less the Surrender Charge. You may choose to receive the Cash Surrender Value in a lump sum or over time.

Premium Flexibility

You will select a Premium payment plan for the policy. Within limits, you may vary the frequency and amount of Premium payments, and you might even be able to skip making a Premium payment.

Investment Options

You may choose to allocate your Net Premiums to fixed or variable investment options.

The fixed investment option offered under the policy will earn interest daily at an annual effective rate of at least 3%.

The variable investment options offered under the policy are mutual funds designed to be the underlying investment options of variable insurance products. Nationwide VLI Separate Account-7 contains one Sub-Account for each of the mutual funds offered in the policy. Your variable account Cash Value will depend on the Investment Experience of the Sub-Accounts you choose.

Transfers Between and Among Investment Options

You may transfer between the fixed and variable investment options, subject to conditions. You may transfer among the Sub-Accounts within limits. We have implemented procedures intended to reduce the potentially detrimental impact that disruptive trading has on Sub-Account Investment Experience. We also offer dollar cost averaging, an automated investment strategy that spreads out transfers over time to try to reduce the investment risks of market fluctuations.

Taxes

Unless you make a withdrawal, generally, you will not be taxed on any earnings of the policy. This is known as tax deferral. Also, your beneficiary generally will not have to include the Proceeds as taxable income. Unlike other variable insurance products Nationwide offers, these Individual Flexible Premium Variable Universal Life Insurance Policies do not require distributions to be made before the Insured's death.

Assignment

You may assign the policy as collateral for a loan or another obligation while the Insured is alive.

Examination Right

For a limited time, you may cancel the policy and receive a refund.

Riders

You may purchase one or more of the available Riders (except that the Premium Waiver Rider and the Deduction (of fees and expenses) Waiver Rider may not be elected simultaneously). Riders available:

- Wealth Guard Rider
- Adjusted Sales Load Life Insurance Rider
- Children's Insurance Rider
- Spouse Life Insurance Rider
- Accidental Death Benefit Rider
- Change of Insured Rider (no charge)
- Term Rider
- Deduction (of fees and expenses) Waiver Rider
- Policy Guard Rider
- Premium Waiver Rider

In Summary: Policy Risks

Improper Use

Variable universal life insurance is not suitable as an investment vehicle for short-term savings. It is designed for long-term financial planning. You should not purchase the policy if you expect that you will need to access its Cash Value in the near future because substantial Surrender Charges will apply in the first several policy years.

Unfavorable Investment Experience

The Sub-Accounts you choose may not generate a sufficient return to keep the policy from Lapsing. Poor Investment Experience could cause the Cash Value of your policy to decrease, which could result in a Lapse of insurance coverage.

Effect of Partial Surrenders and Policy Loans on Investment Returns

Partial surrenders or policy loans may accelerate a Lapse in insurance coverage. When you take a partial surrender or policy loan, the Cash Value of your policy is reduced and you lose the ability to generate investment return on the surrendered/loaned amounts. Thus, the remainder of your policy's Cash Value would have to generate enough investment return to cover policy and Sub-Account charges to keep the policy In Force (at least until you repay the policy loan or make another Premium payment). The policy does have a Grace Period and the opportunity to reinstate insurance coverage. Under certain circumstances, however, the policy could terminate without value and insurance coverage would cease.

Reduction of the Death Benefit

A partial surrender could, and a policy loan would, decrease the policy's Death Benefit, depending on how the Death Benefit option relates to the policy's Cash Value.

Adverse Tax Consequences

Existing federal tax laws that benefit this policy may change at any time. These changes could alter the favorable federal income tax treatment the policy enjoys, such as the deferral of taxation on the gains in the policy's Cash Value and the exclusion from taxable income of the Proceeds we pay to the policy's Beneficiary. Partial and full surrenders from the policy may be subject to taxes. The income tax treatment of the surrender of Cash Value is different in the event the policy is treated as a modified endowment contract under the Code. Generally, tax treatment on modified endowment contracts will be less favorable when compared to having the policy treated as a life insurance contract. For example, distributions and loans from modified endowment contracts may currently be taxed as ordinary income not a return of investment. For more detailed information concerning the tax consequences of this policy please see the Taxes provision. For detailed information regarding tax treatment on modified endowment contracts, please see the Periodic Withdrawals, Non-Periodic Withdrawals and Loans section of the Taxes provision. Consult a qualified tax adviser on all tax matters involving your policy.

Fixed Investment Option Transfer Restrictions and Limitations

We will not honor a request to transfer Cash Value to or from a fixed investment option until after the first policy year. After the first policy year, we will only honor a transfer request from a fixed investment option that is made within 30 days of the end of a calendar quarter, but not within 12 months of a previous request. We may also limit what percentage of Cash Value, fixed investment option value, or variable account value that you may transfer to or from a fixed investment option.

Sub-Account Limitations

Frequent trading among the Sub-Accounts may dilute the value of Accumulation Units, cause the Sub-Account to incur higher transaction costs, and interfere with the Sub-Accounts' ability to pursue their stated investment objectives. This could result in lower Investment Experience and Cash Value. Some mutual funds held by the Sub-Accounts assess a short-term trading fee in order to minimize the potentially adverse effects of short-term trading on the mutual fund. We have instituted procedures to minimize disruptive transfers. While we expect these procedures to reduce the adverse effect of disruptive transfers, we cannot ensure that we have eliminated these risks.

Sub-Account Investment Risk

A comprehensive discussion of the risks of the mutual funds held by each Sub-Account may be found in each mutual fund's prospectus. Read each mutual fund's prospectus before investing.

In Summary: Fee Tables

The following tables describe the fees and expenses that you will pay when buying, owning, and surrendering the policy. Fees in this table may be rounded to the hundredth decimal. The first table describes the fees and expenses that you will pay at the time that you buy the policy, surrender the policy, or transfer Cash Value between investment options.

Transaction Fees			
Charge	When Charge is Deducted	Amount Deducted	
Sales Load¹	Upon making a Premium payment	Maximum Guaranteed: \$25 from each \$1,000 of Premium	Currently: \$5 from each \$1,000 of Premium
Premium Taxes¹	Upon making a Premium payment	\$35 from each \$1,000 of Premium	
Short-Term Trading Fee²	Upon transfer of Sub-Account value out of a Sub-Account within 60 days after allocation to that Sub-Account	1% of the amount transferred from the Sub-Account within 60 days of allocation to that Sub-Account	
Illustration Charge³	Upon requesting an illustration	Maximum Guaranteed: \$25	Currently: \$0
Partial Surrender Fee	Upon a partial surrender	Maximum Guaranteed: lesser of \$25 or 2% of the amount surrendered, from the policy's Cash Value	Currently: \$0
Surrender Charge⁴	Upon surrender or policy Lapse	Maximum: ⁵ \$23,619 from the policy's Cash Value	Minimum: ⁶ \$3,393 from the policy's Cash Value
<i>Representative: an age 35 male non-tobacco preferred with a Specified Amount of \$500,000 and Death Benefit Option One</i>	<i>Upon surrender or policy Lapse</i>	<i>\$6,085 from the policy's Cash Value</i>	
Policy Guard Rider Charge⁷	Upon invoking the Rider	Maximum: \$42.50 per \$1,000 of Cash Value	Minimum: \$1.50 per \$1,000 of Cash Value
<i>Representative: an Attained Age 85 male non-tobacco preferred with a Cash Value of \$500,000 and Indebtedness of \$480,000</i>	<i>Upon invoking the Rider</i>	<i>\$32 per \$1,000 of Cash Value</i>	

Representative costs may vary from the cost you would incur. Ask for an illustration or see the Policy Data Page for more information on the costs applicable to your policy.

The next table describes the fees and expenses that you will pay periodically during the time that you own the policy, not including mutual fund operating expenses.

Periodic Charges Other Than Mutual Fund Operating Expenses			
Charge	When Charge is Deducted	Amount Deducted From Cash Value	
Cost of Insurance Charge⁸	Monthly	Maximum: \$83.33 per \$1,000 of Net Amount At Risk, taken proportionally from the Sub-Accounts and the Fixed Account	Minimum: \$0.043 per \$1,000 of Net Amount At Risk, taken proportionally from the Sub-Accounts and the Fixed Account
<i>Representative: an age 35 male non-tobacco preferred with a Specified Amount of \$500,000 and Death Benefit Option One</i>	<i>Monthly</i>	<i>\$0.14 per \$1,000 of Net Amount At Risk, taken proportionally from the Sub-Accounts and the Fixed Account</i>	
Mortality and Expense Risk Charge⁹	Monthly	Policy Years 1-20 Maximum Guaranteed: ¹⁰ an annualized rate of \$6.00 per \$1,000 of Variable Cash Value, taken proportionally from the Variable Sub-Accounts	
Administrative Per Policy Charge	Monthly	Maximum Guaranteed: \$8.75 per policy, taken proportionally from the Sub-Accounts and the Fixed Account	Currently: \$8.75 per policy, taken proportionally from the Sub-Accounts and the Fixed Account
Underwriting and Distribution Charge¹¹	Monthly	Current and Maximum Guaranteed: \$0.17 per \$1,000 of Specified Amount (but not more than \$42.50), taken proportionally from the Sub-Accounts and the Fixed Account	
Policy Loan Interest Charge	Annually	Current and Maximum Guaranteed: ¹² \$39 per \$1,000 of outstanding policy loan	

Representative costs may vary from the cost you would incur. Ask for an illustration or see the Policy Data Page for more information on the costs applicable to your policy.

Periodic Charges Other Than Mutual Fund Operating Expenses For Riders¹³

Rider Charge	When Rider Charge is Deducted	Amount Deducted from Cash Value	
Adjusted Sales Load Life Insurance Rider Charge	Monthly	Current and Maximum Guaranteed: for each 1% of Premium Load replaced: \$0.14 for each \$1,000 of aggregate monthly Premiums, taken proportionally from the Sub-Accounts and the Fixed Account	
Children's Insurance Rider Charge	Monthly	Current and Maximum Guaranteed: \$0.43 per \$1,000 of Rider Specified Amount, taken proportionally from the Sub-Accounts and the Fixed Account	
Spouse Life Insurance Rider Charge¹⁴	Monthly	Maximum: \$10.23 per \$1,000 of Spouse Death Benefit, taken proportionally from the Sub-Accounts and the Fixed Account	Minimum: \$0.10 per \$1,000 of Spouse Death Benefit, taken proportionally from the Sub-Accounts and the Fixed Account
<i>Representative Spouse: an age 35 female non-tobacco with a Spouse Life Specified Amount of \$100,000</i>	<i>Monthly</i>	<i>\$0.11 per \$1,000 of Spouse Death Benefit, taken proportionally from the Sub-Accounts and the Fixed Account</i>	
Accidental Death Benefit Rider Charge¹⁵	Monthly	Maximum: \$0.75 per \$1,000 of Accidental Death Benefit, taken proportionally from the Sub-Accounts and the Fixed Account	Minimum: \$0.05 per \$1,000 of Accidental Death Benefit, taken proportionally from the Sub-Accounts and the Fixed Account
<i>Representative: an age 35 male non-tobacco preferred with an Accidental Death Benefit of \$100,000</i>	<i>Monthly</i>	<i>\$0.06 per \$1,000 of Accidental Death Benefit, taken proportionally from the Sub-Accounts and the Fixed Account</i>	
Premium Waiver Rider Charge¹⁶	Monthly	Maximum: \$315 per \$1,000 of Premium Waiver Benefit, taken proportionally from the Sub-Accounts, the Fixed Account, and the Long Term Fixed Account	Minimum: \$42 per \$1,000 of Premium Waiver Benefit, taken proportionally from the Sub-Accounts, the Fixed Account, and the Long Term Fixed Account
<i>Representative: an age 35 male non-tobacco preferred</i>	<i>Monthly</i>	<i>\$42 per \$1,000 of Premium Waiver Benefit, taken proportionally from the Sub-Accounts, the Fixed Account, and the Long Term Fixed Account</i>	

Continued on Next Page

Periodic Charges Other Than Mutual Fund Operating Expenses for Riders (continued)			
Rider Charge	When Rider Charge is Deducted	Amount Deducted from Cash Value	
Term Rider Charge¹⁷	Monthly	Maximum: \$83.33 per \$1,000 of Rider Net Amount at Risk, taken proportionally from the Sub-Accounts and the Fixed Account	Minimum: \$0.01 per \$1,000 of Rider Net Amount at Risk, taken proportionally from the Sub-Accounts and the Fixed Account
<i>Representative: an age 35 male non-tobacco preferred with Rider Specified Amount of \$250,000 and Total Specified Amount of \$500,000</i>	Monthly	<i>\$0.02 per \$1,000 of Rider Net Amount at Risk, taken proportionally from the Sub-Accounts and the Fixed Account</i>	
Deduction (of fees and expenses) Waiver Rider Charge¹⁸	Monthly	Maximum: \$855 per \$1,000 of Deduction Waiver Benefit, taken proportionally from the Sub-Accounts and the Fixed Account	Minimum: \$85 per \$1,000 of Deduction Waiver Benefit, taken proportionally from the Sub-Accounts and the Fixed Account
<i>Representative: an age 35 male non-tobacco preferred with a Specified Amount of \$500,000 and Death Benefit Option One</i>	Monthly	<i>\$85 per \$1,000 of Deduction Waiver Benefit, taken proportionally from the Sub-Accounts and the Fixed Account</i>	
Wealth Guard Rider Charge – 85/85 Option¹⁹	Monthly	Maximum Guaranteed \$1.25 per \$1,000 of Cash Value, taken proportionally from the Sub-Accounts, the Fixed Account, and the Long Term Fixed Account	
Wealth Guard Rider Charge – 100/85 Option²⁰	Monthly	Maximum Guaranteed \$1.25 per \$1,000 of Cash Value, taken proportionally from the Sub-Accounts, the Fixed Account, and the Long Term Fixed Account	

Representative costs may vary from the cost you would incur. Ask for an illustration or see the Policy Data Page for more information on the costs applicable to your policy.

The next item shows the minimum and maximum total operating expenses, as of December 31, 2007, charged by the underlying mutual funds that you may pay periodically during the time that you own the policy. The table does not reflect Short-Term Trading Fees. More detail concerning each mutual fund's fees and expenses is contained in the mutual fund's prospectus. Please contact us, at the telephone numbers or address on the first page of this prospectus, for free copies of the prospectuses for the mutual funds available under the policy.

Total Annual Mutual Fund Operating Expenses		
Total Annual Mutual Fund Operating Expenses	Minimum	Maximum
(expenses that are deducted from the mutual fund assets, including management fees, distribution (12b-1) fees, and other expenses)	0.27%	2.35%

¹ We deduct one charge comprised of the Sales Load and Premium Taxes. On the Policy Data Page and throughout this prospectus, this combined charge is referred to as the Premium Load.

² Short-Term Trading Fees are only assessed in connection with Sub-Accounts that correspond to mutual funds that assess a short-term trading fee to the variable account. Sub-Accounts that may assess a short-term fee are listed in the "Variable Investment Options" section of this prospectus with an "+" symbol, and in the descriptions provided in the "Appendix A: Sub-Account Information". For more information about transactions subject to short-term trading fees, see "Short-Term Trading Fees" section of this prospectus.

³ If we begin to charge for illustrations, you will be expected to pay the Illustration Charge in cash at the time of the request. The charge will not be deducted from the Cash Value.

⁴ The Surrender Charge decreases gradually each year after either the 2nd or 3rd policy anniversary, depending on the Insured's age at the time the policy is issued. The Surrender Charge varies by policy based on individual characteristics.

⁵ This Surrender Charge calculation assumes: the Insured is a male, age 85, who uses tobacco; the Specified Amount is \$500,000; Death Benefit Option One is in effect; a full surrender is taken during the first policy year; and the aggregate first year Premium exceeds the surrender target premium.

⁶ This Surrender Charge calculation assumes: the Insured is a female, age 0; the Specified Amount is \$500,000; Death Benefit Option One is in effect; a full surrender is taken during the first policy year; and the aggregate first year Premium exceeds the surrender target premium.

⁷ The amount of Indebtedness (as a percentage of Cash Value) that will allow you to invoke the Rider will vary with the Attained Age of the Insured

⁸ The Cost of Insurance Charge varies by policy based on individual characteristics.

⁹ The Mortality and Expense Risk Charge varies by policy based on individual characteristics.

¹⁰ We will charge no Mortality and Expense Risk Charge in Policy Years 21 and later. The current Mortality and Expense Risk Charge is assessed based on the following schedule:

Policy Years	Charge for First \$25,000 in Variable Cash Value (Annualized)	Charge for Next \$225,000 in Variable Cash Value (Annualized)	Charge for Variable Cash Value in Excess of \$250,000 (Annualized)
1 through 10	\$6.00 per \$1,000	\$3.00 per \$1,000	\$1.00 per \$1,000
11 through 20	\$3.00 per \$1,000	\$2.00 per \$1,000	\$0.50 per \$1,000
21 and later	\$0	\$0	\$0

¹¹ The Underwriting and Distribution Charge varies by policy based on individual characteristics. This charge lasts for 10 policy years for the initial Specified Amount, and lasts for 10 years from the effective date of any increase in the Specified Amount.

¹² The current and maximum guaranteed charges shown do not reflect the interest that is credited to amounts in the collateral account. When the interest charged is netted against the interest credited, the net cost of a policy loan is lower than that which is stated above.

¹³ You may elect any combination of Riders, except that you may not elect both the Premium Waiver Rider and the Deduction (of fees and expenses) Waiver Rider simultaneously.

¹⁴ The Spouse Life Insurance Rider Charge varies by policy based on individual characteristics of the person being insured.

¹⁵ The Accidental Death Benefit Rider Charge varies by policy based on individual characteristics of the person being insured.

¹⁶ The Premium Waiver Rider Charge varies by policy based on the premium waiver benefit elected. The Maximum and Minimum charges shown in the table assume monthly Premium payments of \$1,000.

¹⁷ The Term Rider Charge varies by policy based on individual characteristics of the person being insured. The monthly charge for this Rider is a product of the Rider's monthly cost of insurance rate and the Rider death benefit.

¹⁸ The Deduction (of fees and expenses) Waiver Rider Charge varies by policy based on individual characteristics of the person being insured.

¹⁹ Currently, the Wealth Guard Rider Charge for the 85/85 Option is \$0.58 per \$1,000 of Cash Value, taken proportionally from the Sub-Accounts, the Fixed Account, and the Long Term Fixed Account. The charge is calculated monthly based on the value of the Cash Value after the monthly deduction for the Mortality and Expense Risk charge.

²⁰ Currently, the Wealth Guard Rider Charge for the 100/85 Option is \$0.96 per \$1,000 of Cash Value, taken proportionally from the Sub-Accounts, the Fixed Account, and the Long Term Fixed Account. The charge is calculated monthly based on the value of the Cash Value after the monthly deduction for the Mortality and Expense Risk charge.

Policy Investment Options

You designate how your Net Premium payments are allocated among the Sub-Accounts and/or the fixed investment options. Allocation instructions must be in whole percentages and the sum of the allocations must equal 100%.

Fixed Investment Option

The fixed investment option available under the policy is the Fixed Account. Net Premium that you allocate to the Fixed Account is held in our general account. The general account is not subject to the same laws as the separate account and the SEC has not reviewed the disclosures in this prospectus relating to the fixed investment options.

The general account contains all of our assets other than those in the separate accounts, and funds the Fixed Account. General account assets are subject to our general liabilities from business operations and are used to support our insurance and annuity obligations. Any amounts in excess of the separate account liabilities are deposited into our general account. We bear the full investment risk for all amounts allocated to the Fixed Account. The amounts you allocate to the Fixed Account will not share in the investment performance of our general account. Rather, the investment income you earn on your allocations will be based on varying interest crediting rates that we set.

We guarantee that the amounts you allocate to the Fixed Account will be credited interest daily at a net effective annual interest rate of no less than the interest crediting rate shown on the Policy Data Page. Interest crediting rates are set at the beginning of each calendar quarter. We will credit any interest in excess of the guaranteed interest crediting rate at our sole discretion. You assume the risk that the actual interest crediting rate may not exceed the guaranteed interest crediting rate. Premiums applied to the policy at different times may receive different interest crediting rates. The interest crediting rate may also vary for new Premiums versus Sub-Account transfers. Interest that we credit to the Fixed Account may be insufficient to pay the policy's charges.

Variable Investment Options

The variable investment options available under the policy are Sub-Accounts that correspond to mutual funds that are registered with the SEC. The mutual funds' registration with the SEC does not involve the SEC's supervision of the management or investment practices or policies of the mutual funds. The mutual funds listed are designed primarily as investments for variable annuity contracts and variable life insurance policies issued by insurance companies.

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. Policy owners should not compare the performance of a publicly traded fund with the performance of underlying mutual funds participating in the separate 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 policy 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. Policy owners will receive notice of any such changes that affect their contract. Additionally, not all of the underlying mutual funds are available in every state.

In the future, additional underlying mutual funds managed by certain financial institutions, brokerage firms or their affiliates may be added to the separate 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.

The Sub-Accounts available through this policy are listed below. For more information on the mutual funds, please refer to "Appendix B: Sub-Account Information" or the prospectus for the mutual fund.

AIM Variable Insurance Funds

- AIM V.I. Capital Development Fund: Series I Shares

AllianceBernstein Variable Products Trust

- AllianceBernstein Small/Mid Cap Value Portfolio: Class A

American Century Variable Portfolios, Inc.

- American Century VP Mid Cap Value Fund: Class I
- American Century VP Value Fund: Class I*

American Century Variable Portfolios II, Inc.

- American Century VP Inflation Protection Fund: Class II

Dreyfus

- Dreyfus Investment Portfolios - Small Cap Stock Index Portfolio: Service Shares
- Dreyfus Stock Index Fund, Inc.: Initial Shares
- Dreyfus Variable Investment Fund - Appreciation Portfolio: Initial Shares

Fidelity Variable Insurance Products Fund

- VIP Energy Portfolio: Service Class 2†
- VIP Equity-Income Portfolio: Service Class*
- VIP Freedom 2010 Portfolio: Service Class (formerly, Fidelity VIP Freedom Fund 2010: Service Class)
- VIP Freedom 2020 Portfolio: Service Class (formerly, Fidelity VIP Freedom Fund 2020: Service Class)
- VIP Freedom 2030 Portfolio: Service Class (formerly, Fidelity VIP Freedom Fund 2030: Service Class)
- VIP Growth Portfolio: Service Class
- VIP Investment Grade Bond Portfolio: Service Class*
- VIP Mid Cap Portfolio: Service Class
- VIP Overseas Portfolio: Service Class R†

Franklin Templeton Variable Insurance Products Trust

- Franklin Income Securities Fund: Class 2
- Franklin Small Cap Value Securities Fund: Class 1
- Franklin Templeton VIP Founding Funds Allocation Fund: Class 2
- Templeton Foreign Securities Fund: Class 3†
- Templeton Global Income Securities Fund: Class 3†

Janus Aspen Series

- Forty Portfolio: Service Shares
- International Growth Portfolio: Service II Shares†

Lehman Brothers Advisers Management Trust

- AMT Short Duration Bond Portfolio: I Class

MFS® Variable Insurance Trust

- MFS Value Series: Initial Class

Nationwide Variable Insurance Trust

- American Funds NVIT Asset Allocation Fund: Class II
- American Funds NVIT Bond Fund: Class II
- American Funds NVIT Global Growth Fund: Class II
- American Funds NVIT Growth-Income Fund: Class II
- American Funds NVIT Growth Fund: Class II
- Federated NVIT High Income Bond Fund: Class III*†
- Gartmore NVIT Emerging Markets Fund: Class III†
- Gartmore NVIT International Equity Fund: Class VI†

- Lehman Brothers NVIT Core Plus Bond Fund: Class I
- Neuberger Berman NVIT Multi Cap Opportunities Fund: Class I
- Neuberger Berman NVIT Socially Responsible Fund: Class II
- NVIT Cardinal Aggressive Fund: Class I
- NVIT Cardinal Balanced Fund: Class I
- NVIT Cardinal Capital Appreciation Fund: Class I
- NVIT Cardinal Conservative Fund: Class I
- NVIT Cardinal Moderate Fund: Class I
- NVIT Cardinal Moderately Aggressive Fund: Class I
- NVIT Cardinal Moderately Conservative Fund: Class I
- NVIT Core Bond Fund: Class I
- NVIT Government Bond Fund: Class I (formerly, Nationwide NVIT Government Bond Fund: Class I)
- NVIT Health Sciences Fund: Class III† (formerly, Nationwide NVIT Global Health Sciences Fund: Class III)
- NVIT International Index Fund: Class VI†
- NVIT Investor Destinations Funds: Class II (formerly, Nationwide NVIT Investor Destinations Funds: Class II)
 - NVIT Investor Destinations Conservative Fund: Class II (formerly, Nationwide NVIT Investor Destinations Conservative Fund: Class II)
 - NVIT Investor Destinations Moderately Conservative Fund: Class II (formerly, Nationwide NVIT Investor Destinations Moderately Conservative Fund: Class II)
 - NVIT Investor Destinations Moderate Fund: Class II (formerly, Nationwide NVIT Investor Destinations Moderate Fund: Class II)
 - NVIT Investor Destinations Moderately Aggressive Fund: Class II (formerly, Nationwide NVIT Investor Destinations Moderately Aggressive Fund: Class II)
 - NVIT Investor Destinations Aggressive Fund: Class II (formerly, Nationwide NVIT Investor Destinations Aggressive Fund: Class II)
- NVIT Mid Cap Growth Fund: Class I (formerly, Nationwide NVIT Mid Cap Growth Fund: Class I)
- NVIT Mid Cap Index Fund: Class I
- NVIT Money Market Fund: Class I (formerly, Nationwide NVIT Money Market Fund: Class I)
- NVIT Multi-Manager International Growth Fund: Class III†
- NVIT Multi-Manager International Value Fund: Class III† (formerly, NVIT International Value Fund: Class III)

- NVIT Multi-Manager Large Cap Growth Fund: Class I
- NVIT Multi-Manager Large Cap Value Fund: Class I
- NVIT Multi-Manager Mid Cap Growth Fund: Class I
- NVIT Multi-Manager Mid Cap Value Fund: Class II
- NVIT Multi-Manager Small Cap Growth Fund: Class I (formerly, Nationwide Multi-Manager NVIT Small Cap Growth Fund: Class I)
- NVIT Multi-Manager Small Cap Value Fund: Class I (formerly, Nationwide Multi-Manager NVIT Small Cap Value Fund: Class I)
- NVIT Multi-Manager Small Company Fund: Class I (formerly, Nationwide Multi-Manager NVIT Small Company Fund: Class I)
- NVIT Nationwide Fund: Class I
- NVIT Short Term Bond Fund: Class II
- NVIT Technology and Communications Fund: Class III† (formerly, Nationwide NVIT Global Technology and Communications Fund: Class III)
- NVIT U.S. Growth Leaders Fund: Class I (formerly, Nationwide NVIT U.S. Growth Leaders Fund: Class I)
- Van Kampen NVIT Comstock Value Fund: Class I*
- Van Kampen NVIT Multi Sector Bond Fund: Class I*
- Van Kampen NVIT Real Estate Fund: Class I

Oppenheimer Variable Account Funds

- Oppenheimer Capital Appreciation Fund/VA: Non-Service Shares
- Oppenheimer Global Securities Fund/VA: Class 3†
- Oppenheimer High Income Fund/VA: Class 3†
- Oppenheimer Main Street Fund®/VA: Non-Service Shares
- Oppenheimer Main Street Small Cap Fund®/VA: Non-Service Shares

T. Rowe Price Equity Series, Inc.

- T. Rowe Price Blue Chip Growth Portfolio: Class II
- T. Rowe Price Equity Income Portfolio: Class II

Van Kampen

The Universal Institutional Funds, Inc.

- Core Plus Fixed Income Portfolio: Class I*

These Sub-Accounts are only available in policies issued before May 1, 2008:

AIM Variable Insurance Funds

- AIM V.I. Basic Value Fund: Series I Shares
- AIM V.I. Capital Appreciation Fund: Series I Shares

American Century Variable Portfolios, Inc.

- American Century VP International Fund: Class III†
- American Century VP Vista Fund: Class I

Federated Insurance Series

- Federated Market Opportunity Fund II: Service Shares
- Federated Quality Bond Fund II: Primary Shares

Fidelity Variable Insurance Products Fund

- VIP Contrafund® Portfolio: Service Class

Franklin Templeton Variable Insurance Products Trust

- Templeton Developing Markets Securities Fund: Class 3†

Janus Aspen Series

- INTECH Risk-Managed Core Portfolio: Service Shares

Neuberger Berman Advisers Management Trust

- AMT Fasciano Portfolio: S Class*
- AMT International Portfolio: S Class†
- AMT Regency Portfolio: S Class
- AMT Socially Responsive Portfolio: I Class

T. Rowe Price Equity Series, Inc.

- T. Rowe Price Limited Term Bond Portfolio: Class II

Van Kampen

The Universal Institutional Funds, Inc.

- U.S. Real Estate Portfolio: Class I

This Sub-Account is only available in policies issued before May 1, 2007.

American Century Variable Portfolios, Inc.

- American Century VP Ultra Fund: Class I

These Sub-Accounts are only available in policies issued before May 1, 2006.

Fidelity Variable Insurance Products Fund III

- VIP Value Strategies Portfolio: Service Class

Franklin Templeton Variable Insurance Products Trust

- Franklin Rising Dividends Securities Fund: Class I

MFS® Variable Insurance Trust

- MFS Investors Growth Stock Series: Initial Class

The following Sub-Account is no longer available to receive transfers or new Premium payments effective May 1, 2007:

Oppenheimer Variable Account Funds

- Oppenheimer High Income Fund/VA: Non-Service Shares*

†These mutual funds assess a short-term trading fee.

*These mutual funds may invest in lower quality debt securities commonly referred to as junk bonds.

Valuation of Accumulation Units

We account for the value of your interest in the Sub-Accounts by using Accumulation Units. The number of Accumulation Units associated with a given Premium allocation is determined by dividing the dollar amount of Premium you allocated to the Sub-Account by the Accumulation Unit value for the Sub-Account, which is determined at the end of the Valuation Period that the allocation was received. The number of Accumulation Units a given Net Premium allocation purchases will not change. However, the value of each Accumulation Unit will vary daily based on the Investment Experience of the mutual fund in which the Sub-Account invests.

On each day that the New York Stock Exchange ("NYSE") is open, each of the mutual funds in which the Sub-Accounts invest will determine its Net Asset Value ("NAV") per share. We use each mutual fund's NAV to calculate the daily Accumulation Unit value for the corresponding Sub-Account. Note, however, that the Accumulation Unit value will not equal the mutual fund's NAV, because the Accumulation Unit value will reflect the deduction of any transaction fees and periodic charges. This daily Accumulation Unit valuation process is referred to as "pricing" the Accumulation Units.

We will price Accumulation Units on any day that the NYSE is open for business. Any transaction that you submit on a day when the NYSE is closed will not be effective until the next day that the NYSE is open for business. Accordingly, we will not price Accumulation Units on these recognized holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents' Day
- Good Friday
- Independence Day
- Labor Day
- Thanksgiving
- Christmas
- Memorial Day

In addition, we will not price Accumulation Units if:

- (1) trading on the NYSE is restricted;
- (2) an emergency exists making disposal or valuation of securities held in the separate account impracticable; or
- (3) the SEC, by order, permits a suspension or postponement for the protection of security holders.

SEC rules and regulations govern when the conditions described items (2) and (3) exist.

Any transactions that we receive after the close of the NYSE will be effective as of the next Valuation Period that the NYSE and Nationwide are open.

How Sub-Account Investment Experience is Determined

The number of Accumulation Units in your policy will not change unless you add, remove, or transfer Premium. However, the value of those Accumulation Units will vary daily depending on the Investment Experience of the mutual fund in which the Sub-Account invests. We account for these performance fluctuations by using a "net investment factor," as described below, in our daily Sub-Account valuation calculations. Changes in the net investment factor may not be directly proportional to changes in the NAV of the mutual fund shares.

We determine the net investment factor for each Sub-Account on each Valuation Period by dividing (a) by (b), where:

(a) is the sum of:

- the NAV per share of the mutual fund held in the Sub-Account as of the end of the current Valuation Period; and
- the per share amount of any dividend or income distributions made by the mutual fund (if the date of the dividend or income distribution occurs during the current Valuation Period); plus or minus
- a per share charge or credit for any taxes reserved for as a result of the Sub-Account's investment operations if changes to the law result in a modification to the tax treatment of the separate account; and

(b) is the NAV per share of the mutual fund determined as of the end of the immediately preceding Valuation Period.

At the end of each Valuation Period, we determine the Sub-Account's Accumulation Unit value. The Accumulation Unit value for any Valuation Period is determined by multiplying the Accumulation Unit value as of the prior Valuation Period by the net investment factor for the Sub-Account for the current Valuation Period.

Transfers Among and Between the Policy Investment Options

Sub-Account Transfers

Policy owners may request transfers to or from the Sub-Accounts once per valuation day, subject to the terms and conditions of the policy and the mutual funds.

Neither the policies nor the 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"). If you intend to use an active trading strategy, you should consult your registered representative and request information on other Nationwide policies that offer mutual funds that are designed specifically to support active trading strategies.

We discourage (and will take action to deter) short-term trading in this policy because the frequent movement between or among Sub-Accounts may negatively impact other investors in the policy. Short-term trading can result in:

- the dilution of the value of the investors' interests in the mutual fund;
- mutual fund managers taking actions that negatively impact performance (i.e., keeping a larger portion of the 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 policy from the negative impact of these practices, we have implemented, or reserve the right to implement, several processes and/or restrictions aimed at eliminating the negative impact of active trading strategies. We cannot guarantee that our attempts to deter active trading strategies will be successful. If active trading strategies are not successfully deterred by our actions, the performance of Sub-Accounts that are actively traded will be adversely impacted. Policy owners remaining in the affected Sub-Account will bear any resulting increased costs.

Redemption Fees. Some 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 mutual fund. Redemption fees compensate the mutual fund for any negative impact on fund performance resulting from short-term trading.

U.S. Mail Restrictions. We monitor transfer activity in order to identify those who may be engaged in harmful trading practices. Transaction reports are produced and examined. Generally, a policy may appear on these reports if the policy 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 in a given Valuation Period. For example, if a policy owner executes multiple transfers involving 10 Sub-Accounts in 1 day, this counts as 1 transfer event. A single transfer occurring in a given Valuation Period that involves only 2 Sub-Accounts (or one Sub-Account if the transfer is made to or from the Fixed Account) will also count as 1 transfer event.

As a result of this monitoring process, we may restrict the form in which transfer requests will be accepted.

In general, we will adhere to the following guidelines:

Trading Behavior	Nationwide's Response
6 or more transfer events in one calendar quarter	Nationwide will mail a letter to the policy owner notifying them that: (1) they have been identified as engaging in harmful trading practices; and (2) if their transfer events exceed 11 in 2 consecutive calendar quarters or 20 in one calendar year, the policy owner will be limited to submitting transfer requests via U.S. mail.
More than 11 transfer events in 2 consecutive calendar quarters OR More than 20 transfer events in one calendar year	Nationwide will automatically limit the policy owner to submitting transfer requests via U.S. mail.

Each January 1st, we will start the monitoring anew, so that each policy starts with 0 transfer events each January 1. See, however, the "Other Restrictions" provision below.

Managers of Multiple Contracts. Some investment advisers/representatives manage the assets of multiple Nationwide contracts pursuant to trading authority granted or conveyed by multiple policy owners. These multi-contract advisers will be required by Nationwide to submit all transfer requests via U.S. mail.

Other Restrictions. We reserve the right to refuse or limit transfer requests, or take any other action we deem necessary, in order to protect policy owners and beneficiaries from the negative investment results that may result from short-term trading or other harmful investment practices employed by some policy 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 us to constitute harmful trading practices, may be restricted.

Any restrictions that we implement will be applied consistently and uniformly. In the event a restriction we impose results in a transfer request being rejected, we will notify you that your transfer request has been rejected. If a short-term trading fee is assessed on your transfer, we will provide you a confirmation of the amount of the fee assessed.

Underlying Mutual Fund Restrictions and Prohibitions. Pursuant to regulations adopted by the SEC, we are 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 of our policy owners;
- (2) request the amounts and dates of any purchase, redemption, transfer or exchange request (“transaction information”); and
- (3) instruct us to restrict or prohibit further purchases or exchanges by policy owners that violate policies established by the underlying mutual fund (whose policies may be more restrictive than our policies).

We are required to provide such transaction information to the underlying mutual funds upon their request. In addition, we are required to restrict or prohibit further purchases or exchange requests upon instruction from the underlying mutual fund. We and any affected policy owner may not have advance notice of such instructions from an underlying mutual fund to restrict or prohibit further purchases or exchange requests. If an underlying mutual fund refuses to accept a purchase or exchange request submitted by us, we will keep any affected policy owner in their current underlying mutual fund allocation.

Fixed Account Transfers

Prior to the policy's Maturity Date, you may make transfers involving the Fixed Account. These transfers will be in dollars. We reserve the right to limit the number of times and frequency of transfers involving the Fixed Account. Specifically, we may prohibit you from transferring to or from the Fixed Account before the end of the first policy year and we may limit you to 1 transfer every 12 months.

Transfers to the Fixed Account. On transfers to the Fixed Account, we may prohibit you from transferring more than 20% of the Cash Value allocated to the Sub-Accounts as of the close of business on the prior Valuation Period. Additionally, we reserve the right to refuse any transfer to the Fixed Account if the Fixed Account's Cash Value comprises more than 30% of the policy's Cash Value.

Transfers from the Fixed Account. On transfers from the Fixed Account, we may prohibit you, in any policy year, from transferring more than 20% of the Cash Value of the Fixed Account as of the end of the previous policy year (subject to state restrictions). Transfers out of the Fixed Account will be on a last-in, first-out basis (LIFO).

Any restrictions that we implement will be applied consistently and uniformly.

Submitting a Transfer Request

You can submit transfer requests in writing to our Home Office via first class U.S. mail. Our contact information is on the first page of this prospectus. When we have received your transfer request we will process it at the end of the current Valuation Period. This is when the Accumulation Unit value will be next determined. We may also allow you to use other methods of communication, subject to limitations.

We will use reasonable procedures to confirm that transfer instructions are genuine and will not be liable for following instructions that we reasonably determine to be genuine.

Any computer system or telephone can experience slowdowns or outages that could delay or prevent our ability to process your request. Although we have taken precautions to help our systems handle heavy usage, we cannot promise complete reliability under all circumstances. If you are experiencing problems, please make your transfer request in writing.

The Policy

Generally

The policy is a legal contract. It will comprise and be evidenced by: a written contract; any Riders; any endorsements; the Policy Data Page; and the application, including any supplemental application. The benefits described in the policy and this prospectus, including any optional riders or modifications in coverage, may be subject to our underwriting and approval. We will consider the statements you make in the application as representations, and we will rely on them as being true and

complete. However, we will not void the policy or deny a claim unless a statement is a material misrepresentation. If you make an error or misstatement on the application, we will adjust the Death Benefit and Cash Value accordingly.

Any modification (or waiver) of our rights or requirements under the policy must be in writing and signed by our president or corporate secretary. No agent may bind us by making any promise not contained in the policy.

We may modify the policy, our operations, or the separate account's operations to meet the requirements of any law (or regulation issued by a government agency) to which the policy, our company, or the separate account is subject. We may modify the policy to assure that it continues to qualify as a life insurance contract under the federal tax laws. We will notify you of all modifications and we will make appropriate endorsements to the policy.

The policy is nonparticipating, meaning that we will not be contributing any operating profits or surplus earnings toward the policy Proceeds.

To the extent permitted by law, policy benefits are not subject to any legal process on the part of a third-party for the payment of any claim, and no right or benefit will be subject to the claims of creditors (except as may be provided by assignment).

In order to comply with the USA Patriot Act and rules promulgated thereunder, Nationwide has implemented procedures designed to prevent policies described in this prospectus from being used to facilitate money laundering or the financing of terrorist activities.

Policy Owner and Beneficiaries

Policy Owner. The policy belongs to the owner named in the application. You, as policy owner, may exercise all policy rights and options while the Insured is alive. You may also change the policy, but only in accordance with its terms. You may name a contingent owner who will become the policy owner if the policy owner dies before Proceeds become payable. Otherwise, ownership will pass to the policy owner's estate, if the policy owner is not the Insured.

You may name different policy owners or contingent owners (so long as the Insured is alive) by submitting a written request to our Home Office. Any such change request will become effective as of the date signed. There may be adverse tax consequences to changing parties of the policy.

Beneficiaries. The principal right of a beneficiary is to receive the Death Benefit upon the Insured's death. As long as the Insured is alive, you may: name more than one beneficiary, designate primary and contingent beneficiaries, change or add beneficiaries, and direct us to distribute Proceeds other than described below.

If a primary beneficiary dies before the Insured, we will pay the Death Benefit to the remaining primary beneficiaries. Unless you specify otherwise, we will pay multiple primary beneficiaries in equal shares. A contingent beneficiary will become the primary beneficiary if all primary beneficiaries die before the Insured and before any Proceeds become payable. You may name more than one contingent beneficiary. Unless you specify otherwise, we will also pay multiple contingent beneficiaries in equal shares.

To change or add beneficiaries, you must submit a written request to us at our Home Office. Any such change request will become effective as of the date signed. However, the change will not affect any payment we made or action we took before recording the change.

Purchasing a Policy

The policy is available for Insureds between the ages of 0 and 85.

To purchase the policy, you must submit to us a completed application and the required initial Premium payment as stated on the Policy Data Page.

We must receive evidence of insurability that satisfies our underwriting standards (this may require a medical examination) before we will issue a policy. We can provide you with the details of our underwriting standards. We reserve the right to reject an application for any reason permitted by law. Additionally, we reserve the right to modify our underwriting standards on a prospective basis to newly issued policies at any time.

The minimum initial Specified Amount is \$100,000 for both preferred and non-preferred policies. The basic distinction between the non-preferred and preferred underwriting classifications is that we expect the Insured under a preferred policy to live longer. We reserve the right to modify the minimum Specified Amount on a prospective basis to newly issued policies at any time.

Initial Premium Payment. The amount of your required initial Premium payment will depend on the following factors: the initial Specified Amount, Death Benefit option elected, any Riders elected, and the Insured's age, health, and activities. You may pay the initial Premium to our Home Office or to our authorized representative. The initial Premium payment must be at least \$50. The initial Premium payment will not be applied to the policy until the underwriting process is complete.

Depending on the right to examine law of the state in which you live, initial Net Premium designated to be allocated to the Sub-Accounts may not be so allocated immediately upon our receipt. (Any initial Net Premium designated to be allocated to the Fixed Account will be so allocated immediately upon receipt.) If you live in a state that requires us to refund the initial Premium upon exercise of the free-look provision, we will hold all of the initial Net Premium designated to be allocated to the Sub-Accounts in the available money market Sub-Account until the free-look period expires. At the expiration of the free-look period, we will transfer the variable account Cash Value to the Sub-Accounts based on the allocation instructions in effect at the time of the transfer. If you live in a state that requires us to refund the Cash Value upon exercise of the free-look provision, we will allocate all of the initial Net Premium to the available money market Sub-Account. On the next valuation period, we will allocate all of Cash Value to the designated Sub-Accounts based on the allocation instructions in effect at that time.

Insurance Coverage. Issuance of full insurance coverage requires that the Insured meet all underwriting requirements, the required initial Premium is paid, and the policy is delivered while the Insured is alive. We will not delay delivery of the policy to increase the likelihood that the Insured is not living at the time of policy delivery. Depending on the outcome of our underwriting process, more or less Premium may be necessary for us to issue the policy. We also have the right to reject any application for insurance, in which case we will return your Premium payment within 2 business days.

After we approve an application, insurance coverage will begin and will be In Force on the Policy Date shown on the Policy Data Page. Changes in the Specified Amount (which may only be requested after the first policy year) will be effective on the next monthly policy anniversary after we approve the change request.

Insurance coverage will end upon the Insured's death, when we begin to pay the Proceeds, or when the policy reaches the Maturity Date. Coverage can also end if the policy Lapses.

Temporary Insurance Coverage. Temporary insurance coverage (of an amount equal to the Specified Amount, up to \$1,000,000) may be available for no charge before full insurance coverage takes effect. You must submit a temporary insurance agreement and make an initial Premium payment. The amount of this initial Premium payment will depend on the initial Specified Amount, your choice of Death Benefit option, and any Riders you elect. Temporary insurance coverage will remain In Force for no more than 60 days from the date of the temporary insurance agreement. If full coverage is denied, the temporary insurance coverage will terminate 5 days from the date we mail a termination notice (accompanied by a refund equal to the Premium payment you submitted). If full coverage is approved, the temporary insurance coverage will terminate on the date that full insurance coverage takes effect. Allocation of the initial Net Premium will be determined by the right to examine law of the state in which you live, as discussed above.

Right to Cancel (Examination Right)

For a limited time, you may cancel the policy and receive a refund. You may cancel your policy during the free look period. The free look period expires 10 days after you receive the policy or longer if required by state law. If you decide to cancel during the free look period, return the policy to the sales representative who sold it, or to us at our Home Office, along with your written cancellation request. Your written request must be received, if returned by means other than U.S. mail, or post-marked, if returned by U.S. mail, by the last day of the free look period. When you cancel the policy during your free look period the amount we refund will be the Cash Value or, in certain states, the greater of the initial Premium payment or the policy's Cash Value. If we do not receive your policy at our Home Office on the close of business on the date the free look period expires, you will not be allowed to cancel your policy free of charge. Within 7 days, we will refund the amount prescribed by law. If the policy is canceled, we will treat the policy as if it was never issued.

Premium Payments

This policy does not require a payment of a scheduled Premium amount to keep it In Force. It will remain In Force as long as the conditions that cause a policy to Lapse do not exist. However, we will send scheduled Premium payment reminder notices to you according to the Premium payment schedule shown on the Policy Data Page. If you decide to make a subsequent Premium payment, you must send it to our Home Office. Each Premium payment must be at least \$50. Upon request, we will furnish Premium payment receipts. Notwithstanding the foregoing, if you elected the Wealth Guard Rider, you are subject to minimum premium requirements as a condition of that rider. See the "Policy Riders and Rider Charges" section later in this prospectus for more information.

You may make additional Premium payments at any time while the policy is In Force, subject to the following:

- We may require satisfactory evidence of insurability before accepting any additional Premium payment that results in an increase in the policy's Net Amount At Risk.
- We will refund Premium payments that exceed the applicable premium limit established by the IRS to qualify the policy as a contract for life insurance.

- We will monitor Premiums paid and will notify you when the policy is in jeopardy of becoming a modified endowment contract.
- We may require that policy Indebtedness be repaid before we accept any additional Premium payments.

Premium payments will be allocated according to the allocation instructions in effect at the time the Premium is received.

Cash Value

We will determine the Cash Value at least monthly. At the end of any given Valuation Period, the Cash Value is equal to the sum of:

- the value of the Accumulation Units allocated to the Sub-Accounts;
- amounts allocated to the Fixed Account, including credited interest; and
- amounts allocated to the collateral account, including credited interest.

Surrenders and policy charges and deductions will reduce the Cash Value. Thus, the Cash Value will fluctuate daily and there is no guaranteed Cash Value. Accordingly, if the Cash Value is a factor in calculating a benefit associated with the policy, the value of that benefit will also fluctuate.

Changing the Amount of Insurance Coverage

After the first policy year, you may request to change the Specified Amount. However, no change will take effect unless the new Cash Surrender Value would be sufficient to keep the policy In Force for at least 3 months. Changes to the Specified Amount will typically alter the Death Benefit. For more information, see "Changes in the Death Benefit Option," beginning on page 40.

Any request to increase the Specified Amount must be at least \$10,000 and the Insured must be 85 or younger at the time of the request. An increase in the Specified Amount may cause an increase in the Net Amount At Risk. Because the Cost of Insurance Charge is based on the Net Amount At Risk, and because there will be a separate cost of insurance rate for the increase, this will usually cause the policy's Cost of Insurance Charge to increase. An increase in the Specified Amount may require you to make larger or additional Premium payments in order to avoid Lapsing the policy. To increase the Specified Amount, you must submit a written request to our Home Office and you must provide us with evidence of insurability that satisfies our underwriting standards.

You may request to decrease the Specified Amount. We apply Specified Amount decreases to the most recent Specified Amount increase, and continue applying the decrease backwards, ending with the original Specified Amount. We will deny any request to reduce the Specified Amount below the minimum initial Specified Amount. We will also deny any request that would disqualify the policy as a contract for life insurance. To decrease the Specified Amount, you must submit a written request to our Home Office. Notwithstanding the foregoing, if you elected the Wealth Guard Rider, you may not decrease the Specified Amount to a value lower than \$250,000.

Changes to the Specified Amount will become effective on the next monthly policy anniversary after we approve the request. We reserve the right to limit the number of Specified Amount changes to 1 each policy year.

Exchanging the Policy

You have an exchange right under the policy. At any time within the first 24 months of coverage from the Policy Date, you may surrender this policy and use the Cash Surrender Value to purchase a new policy on the Insured's life without evidence of insurability. After the first 24 months of coverage, you may still surrender the policy and use the Cash Surrender Value to purchase a new policy on the same Insured's life. However, issuance of the new policy will depend on the Insured providing satisfactory evidence of insurability.

The new policy may be one of our available fixed benefit life insurance policies. The death benefit on the new policy may not be greater than the Death Benefit on this policy immediately prior to the exchange date. The new policy will have the same Specified Amount, Policy Date, and issue age. We will base Premium payments on our rates in effect for the same sex, Attained Age and underwriting class of the Insured on the exchange date, unless otherwise required by state law. You may transfer Indebtedness to the new policy.

You must make your exchange request on our official forms to the Home Office. The policy must be In Force and not in a Grace Period. You must pay a Surrender Charge and surrender the policy to us. You must pay us any money due on the exchange (any amount needed to ensure that the Cash Surrender Value of the new policy is the same as the Cash Surrender Value of this policy). You may request that we pay you any excess of the Cash Surrender Value of this policy over the Cash Surrender Value of the new policy. The exchange may have tax consequences. The new policy will take effect on the exchange date only if the Insured is alive. This policy will terminate when the new policy takes effect.

Terminating the Policy

There are several ways that the policy can terminate. You may surrender the policy for its Cash Surrender Value (which may result in adverse tax consequences). The policy will automatically terminate when the Insured dies, the policy matures, or the Grace Period ends.

Assigning the Policy

You may assign any rights under the policy while the Insured is alive. If you do, your beneficiary's interest will be subject to the person(s) to whom you have assigned rights. Your assignment must be in writing and must be recorded at our Home Office before it will become effective. Your assignment will be subject to any outstanding policy loans.

Reminders, Reports, and Illustrations

Upon request, we will send you scheduled Premium payment reminders and transaction confirmations. We will also send you semi-annual and annual reports that show:

- the Specified Amount;
- minimum monthly Premiums;
- Premiums paid;
- all charges since the last report;
- the current Cash Value;
- the Cash Surrender Value; and
- outstanding Indebtedness.

You may receive information faster from us and reduce the amount of mail you receive by signing up for our eDelivery program. We will notify you by e-mail when important documents, like statements and prospectuses, are ready for you to view, print, or download from our secure server. If you would like to choose this option, go to www.nationwide.com/login.

We will send these reminders and reports to the address you provide on the application unless directed otherwise. At any time after the first policy year, you may ask for an illustration of future benefits and values under the policy.

IMPORTANT NOTICE REGARDING DELIVERY OF SECURITY HOLDER 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 policy owners in the same household, Nationwide will mail only one copy of each document, unless notified otherwise by the policy owner(s). Household delivery will continue for the life of the policies. Please call 1-866-223-0303 to resume regular delivery. Please allow 30 days for regular delivery to resume.

Standard Policy Charges

We will take deductions from Premium payments and/or the Cash Value to compensate us for the services and benefits we provide, the costs and expenses we incur, and the risks we assume. We may generate a profit from any of the charges assessed under the policy. We begin to deduct monthly charges from your policy's Cash Value on the Policy Date.

Sales Load

We deduct the Sales Load (as part of the Premium Load) from each Premium payment to compensate us for our sales expenses. We currently charge \$5 per \$1,000 of Premium. The guaranteed maximum Sales Load is \$25 per \$1,000 of Premium.

Premium Taxes

We deduct Premium Taxes (as part of the Premium Load) from each Premium payment to reimburse us for state and local premium taxes (at the estimated rate of 2.25%) and for federal premium taxes (at the estimated rate of 1.25%). The current (and guaranteed maximum) Premium Tax is \$35 per \$1,000 of Premium. This amount is not the actual amount of the tax liability we incur. It is an estimated amount. If the actual tax liability is more or less, we will not adjust the charge retroactively.

Short-Term Trading Fees

Some mutual funds offered in the policy may assess (or reserve the right to assess) a short-term trading fee (or "redemption fee") in connection with transfers from a Sub-Account that occur within 60 days after the date of allocation to the Sub-Account.

Short-Term Trading Fees are intended to compensate the mutual fund (and policy owners with interests allocated in the Sub-Account) for the negative impact on mutual fund performance that may result from frequent, short-term trading strategies. Short-Term Trading Fees are not intended to affect the large majority of policy owners not engaged in such strategies.

Any Short-Term Trading Fee assessed by any mutual fund available in conjunction with the policy will equal 1% of the amount determined to be engaged in short-term trading. Short-Term Trading Fees will only apply to those Sub-Accounts corresponding to mutual funds that charge such fees (see the mutual fund's prospectus). Any Short-Term Trading Fees paid are retained by the mutual fund and are part of the mutual fund's assets. Policy owners are responsible for monitoring the length of time allocations are held in any particular Sub-Account. We will not provide advance notice of the assessment of any applicable Short-Term Trading Fee.

For a complete list of the Sub-Accounts that assess (or reserve the right to assess) a Short-Term Trading Fee, please see "Appendix B: Sub-Account Information" later in this prospectus.

If a redemption fee is assessed, the mutual fund will charge the separate account 1% of the amount determined to be engaged in short-term trading. The separate account will then pass the Short-Term Trading Fee on to the specific policy owner that engaged in short-term trading by deducting an amount equal to the redemption fee from that policy owner's Sub-Account value. All such fees will be remitted to the mutual fund; none of the fee proceeds will be retained by us or the separate account.

When multiple allocations are made to a Sub-Account that is subject to Short-Term Trading Fees, transfers out of that Sub-Account will be considered to be made on a first in/first out (FIFO) basis for purposes of determining Short-Term Trading Fees. In other words, Accumulation Units held the longest time will be treated as being transferred first, and Accumulation Units held for the shortest time will be treated as being transferred last.

Some transactions are not subject to the Short-Term Trading Fees, including:

- scheduled and systematic transfers, such as those associated with dollar cost averaging programs and asset rebalancing programs;
- policy loans;
- full or partial surrenders; or
- payment of the Proceeds.

New share classes of certain currently available mutual funds may be added as investment options under the policy. These new share classes may require the assessment of Short-Term Trading Fees. When these new share classes are added, new Premiums and transfers to the Sub-Accounts in question may be limited to the new share class.

Illustration Charge

Currently, we do not assess an Illustration Charge, which would compensate us for the administrative costs of generating the illustration. However, we may, in the future, assess an Illustration Charge, which will not exceed \$25 per illustration requested. Any Illustration Charge must be paid in cash at the time of the illustration request. The Illustration Charge will not be deducted from the policy's Cash Value.

Partial Surrender Fee

Currently, we do not deduct a Partial Surrender Fee, which would compensate us for the administrative costs associated with calculating and generating the surrender amount. However, we may, in the future, assess a Partial Surrender Fee. The Partial Surrender fee assessed to each surrender will not exceed the lesser of \$25 or 2% of the amount surrendered. Any Partial Surrender Fee assessed will be deducted proportionally from your Sub-Account allocations and Fixed Account allocations.

Surrender Charges

We deduct a Surrender Charge from the Cash Value if you surrender or Lapse the policy. Also, if you increase the Specified Amount, and then reduce the Specified Amount to less than it was before the increase, we will deduct a Surrender Charge from the Cash Value. The Surrender Charge is assessed to compensate us for policy underwriting expenses and sales expenses, including processing applications, conducting medical exams, determining insurability (and the Insured's underwriting class), and establishing policy records. Thus, the Surrender Charge is comprised of two components: the underwriting component and the sales component.

The initial Surrender Charge is the sum of the underwriting component and a percentage (that varies by age, sex, Specified Amount, and risk class, and ranges between 22% to 60%) of the sales component. Depending on the policy year of the surrender and the Insured's age at the time of policy issuance, the actual Surrender Charge paid will be a percentage of the initial Surrender Charge, as set forth in the following table:

Policy Year:	Surrender Charge, as a percentage of the initial Surrender Charge:	
	Issue Ages 0-49	Issue Ages 50+
1	100%	100%
2	100%	100%
3	100%	92.5%
4	92.5%	85.0%
5	85.0%	76.0%
6	77.5%	66.0%
7	70.0%	56.0%
8	62.5%	46.0%
9	52.5%	36.0%
10	42.5%	26.0%
11	32.5%	0%
12	20.0%	0%
13+	0%	0%

The underwriting component equals the product of the Specified Amount and the administrative target premium. (The administrative target premium is actuarially derived and is used to determine how much we should charge per Premium payment for underwriting expenses.) The administrative target premium varies by the Specified Amount and the Insured's age when the policy was issued.

The sales component is the lesser of the following two amounts: (1) the product of the Specified Amount, divided by 1,000, and the surrender target premium; and (2) the sum of all Premium payments you made during the first policy year. The surrender target premium is actuarially derived and is used to determine how much we should charge per Premium payment for sales expenses. The surrender target premium varies by the Insured's sex, the Insured's age when the policy was issued, and the Insured's underwriting class.

Each increase to the Specified Amount (referred to as Specified Amount segments) will have its own Surrender Charge. The Surrender Charge for each Specified Amount segment, when added together, will equal your total Surrender Charge.

Any Surrender Charge will be deducted proportionally from your Sub-Account allocations and Fixed Account allocations.

We will waive the surrender charge of your policy if you elect to surrender it in exchange for a plan of permanent fixed life insurance offered by us subject to the following:

- the exchange and waiver may be subject to you providing us new evidence of insurability and our underwriting approval; and
- you have not elected any of these Riders:
 1. Premium Waiver Rider; or
 2. Deduction (of fees and expenses) Waiver Rider.

We may impose a new surrender charge on the policy received in the exchange.

Cost of Insurance Charge

We deduct a monthly Cost of Insurance Charge from the policy's Cash Value to compensate us for underwriting insurance protection. The Cost of Insurance Charge is the product of the Net Amount At Risk and the cost of insurance rate. The cost of insurance rate will vary by the Insured's sex, issue age, and underwriting class, any substandard ratings, how long the policy has been In Force, and the Specified Amount. The cost of insurance rates are based on our expectations as to future mortality and expense experience. There will be a separate cost of insurance rate for the initial Specified Amount and any Specified Amount increase. The cost of insurance rates will never be greater than those shown on the Policy Data Page.

We will uniformly apply a change in any cost of insurance rate for Insureds of the same age, sex, underwriting class, substandard ratings and Specified Amount, if their policies have been In Force for the same length of time. If a change in the cost of insurance rates causes an increase to your Cost of Insurance Charge, your policy's Cash Value could decrease. If a change in the cost of insurance rates causes a decrease to your Cost of Insurance Charge, your policy's Cash Value could increase.

The Cost of Insurance Charge will be deducted proportionally from your Sub-Account allocations and Fixed Account allocations.

Mortality and Expense Risk Charge

We deduct a monthly Mortality and Expense Risk Charge from the policy's Cash Value allocated to the Sub-Accounts to compensate us for assuming risks associated with mortality and expense costs. The mortality risk is that the Insured will not live as long as expected. The expense risk is that the costs of issuing and administering the policy will be more than expected. Currently, the amount of the Mortality and Expense Risk Charge that is assessed is based on the following schedule:

Policy Years	Charge for First \$25,000 in Variable Cash Value (Annualized)	Charge for Next \$225,000 in Variable Cash Value (Annualized)	Charge for Variable Cash Value in Excess of \$250,000 (Annualized)
1 through 10	\$6.00 per \$1,000	\$3.00 per \$1,000	\$1.00 per \$1,000
11 through 20	\$3.00 per \$1,000	\$2.00 per \$1,000	\$0.50 per \$1,000
21 and later	\$0	\$0	\$0

The maximum guaranteed Mortality and Expense Risk Charge is equal to an annualized rate of \$6.00 per \$1,000 of variable account Cash Value in policy years 1 through 20. For policy years 21 and later we guarantee that no Mortality and Expense Risk Charge will be assessed.

The Mortality and Expense Risk Charge will be deducted proportionally from your Sub-Account allocations.

Administrative Per Policy Charge

We deduct a monthly Administrative Per Policy Charge from the policy's Cash Value to reimburse us for the costs of maintaining the policy, including accounting and record-keeping. The current and maximum guaranteed Administrative Per Policy Charge is \$8.75 per month.

The Administrative Per Policy Charge will be deducted proportionally from your Sub-Account allocations and Fixed Account allocations.

Underwriting and Distribution Charge

We deduct a monthly Underwriting and Distribution Charge from the policy's Cash Value to compensate us for sales, underwriting, distribution and issuance of the policy. We will only assess the Underwriting and Distribution Charge on the first \$250,000 of Specified Amount. The current and maximum guaranteed Underwriting and Distribution Charge is equal to \$0.17, \$0.13, \$0.10, \$0.09, or \$0.07 per \$1,000 of Specified Amount, depending on the Insured's age on the Policy Date. The Underwriting and Distribution Charge will be assessed for 10 years from the Policy Date for the initial Specified Amount, and for 10 years from the effective date of any increase in the Specified Amount.

The Underwriting and Distribution Charge will be deducted proportionally from your Sub-Account allocations and Fixed Account allocations.

Reduction of Charges

The policy may be purchased by individuals, corporations, and other entities. We may reduce or eliminate certain charges (Sales Load, Surrender Charge, administrative charges, Cost of Insurance Charge, or other charges) where the size or nature of the group allows us to realize savings with respect to sales, underwriting, administrative or other costs. Where prohibited by state law, we will not reduce charges associated with the policy.

We determine the eligibility and the amount of any reduction by examining a number of factors, including: the number of policies owned with different insureds; the total premium we expect to receive; the total cash value of commonly owned policies; the nature of the relationship among individual insureds; the purpose for which the policies are being purchased; the length of time we expect the individual policies to be in force; and any other circumstances which are rationally related to the expected reduction in expenses.

We may lower commissions to the selling broker-dealer and/or increase charge back of commissions paid for policies sold with reduced or eliminated charges. If you have questions about whether your policy is eligible for reduction of any charges, please consult with your registered representative for more specific information. Your registered representative can answer your questions and where appropriate can provide you with illustrations demonstrating the impact of any reduced charges for which you may be eligible.

We may change both the extent and the nature of the charge reductions. Any charge reductions will be applied in a way that is not unfairly discriminatory to policy owners and will reflect the differences in costs of services we provide.

Entities considering purchasing the policy should note that in 1983, the U.S. Supreme Court held in *Arizona Governing Committee v. Norris* that certain annuity benefits provided by employers' retirement and fringe benefit programs may not vary between men and women on the basis of sex. The policies are based upon actuarial tables that distinguish between men and women unless the purchaser is an entity and requests that we use non-sex distinct tables. Thus the policies generally

provide different benefits to men and women of the same age. Accordingly, employers and employee organizations should consider, in consultation with legal counsel, the impact of *Norris* on any employment related insurance or benefit program before purchasing this policy.

A Note on Charges and Payments

During a policy's early years, the expenses we incur in distributing and establishing the policy exceed the deductions we take. Nevertheless, we expect to make a profit over time because variable life insurance is intended to be a long-term financial investment. Accordingly, we have designed the policy with features and investment options that we believe support and encourage long-term ownership.

We make many assumptions and account for many economic and financial factors when we establish the policy's fees and charges. The following is a discussion of some of the factors that are relevant to the policy's pricing structure.

Distribution, Promotional, and Sales Expenses. Distribution, promotional and sales expenses include amounts we pay to broker-dealer firms as commissions, expense allowances and marketing allowances. We refer to these expenses collectively as "total compensation."

The maximum total compensation we pay in connection with the sale and distribution of this policy is not expected to exceed 99% of first year premiums and 3% of renewal premium after the first year. Commission may also be paid as an asset-based amount instead of a premium based amount. If an asset-based commission is paid, it will not exceed 0.25% of the non-loaned cash value per year.

We have the ability to customize the total compensation package of our broker-dealer firms. The actual amount and/or form of total compensation we pay depend on factors such as the level of premiums we receive from respective broker-dealer firms and the scope of services they provide, either independently or with the help of a third party organization or intermediary. Some broker-dealer firms may not receive maximum total compensation. For others, we may pay the maximum, in the form of additional compensation payments, for the sale of policies associated with selling agreements entered into with third party organizations or intermediaries.

Additional compensation payments may vary in form and generally are based on, but not limited to: (1) bonuses and/or override payments; (2) expense allowance reimbursements; and/or (3) marketing support allowances associated with product sales and promotional activity. Again, while we may vary the form or amount of compensation paid; the total compensation will not exceed the maximum allowed by federal law, state law, or any other applicable laws or regulations.

Individual registered representatives typically receive a portion of the commissions/total compensation we pay, depending on their arrangement with their broker-dealer firm. If you would like to know the exact compensation arrangement associated with this product, you should consult your registered representative.

Information on Underlying Mutual Fund Payments

Our Relationship with the Underlying Mutual Funds. The underlying mutual funds incur expenses each time they sell, administer, or redeem their shares. The separate account aggregates policy owner purchase, redemption, and transfer requests and submits net or aggregated purchase/redemption requests to each underlying mutual fund daily. The separate account (and not the policy owners) is the underlying mutual fund shareholder. When the separate 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. We incur these expenses instead.

We also incur the distribution costs of selling the policy (as discussed above), which benefit the underlying mutual funds by providing policy 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 us or our affiliates with wholesaling services that assist in the distribution of the policy and may pay us or our 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 policy.

Types of Payments We Receive. In light of the above, the underlying mutual funds or their affiliates make certain payments to us or our affiliates. The amount of these payments is typically based on a percentage of assets invested in the underlying mutual funds attributable to the policies and other variable policies we and our affiliates issue, but in some cases may involve a flat fee. These payments may be used by us for any corporate purpose, which include reducing the prices of the policies, paying expenses that we or our affiliates incur in promoting, marketing, and administering the policies and the underlying mutual funds, and achieving a profit..

We or our 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 underlying mutual fund charges.

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

We took into consideration the anticipated payments from the underlying mutual funds when we determined the charges imposed under the policies (apart from fees and expenses imposed by the underlying mutual funds). Without these payments, we would have imposed higher charges under the policy.

Amount of Payments We Receive. For the year ended December 31, 2007, the underlying mutual fund payments we and our affiliates received from the underlying mutual funds did not exceed 0.55% (as a percentage of the average daily net assets invested in the underlying mutual funds) offered through the policy or other variable policies that we and our 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 us or our 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 we or our affiliates receive depends on the assets of the underlying mutual funds attributable to the policy, we and our 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 additional information related to the amount of payments Nationwide receives, go to www.nationwide.com.

Identification of Underlying Mutual Funds. We may consider several criteria when identifying the underlying mutual funds, including some or all of the following: investment objectives, investment process, investment performance, risk characteristics, investment capabilities, experience and resources, investment consistency, and fund expenses. Another factor we consider during the identification process is whether the underlying mutual fund's adviser or subadviser is one of our affiliates or whether the underlying mutual fund, its adviser, its subadviser(s), or an affiliate will make payments to us or our affiliates.

There may be underlying mutual funds with lower fees, as well as other variable policies that offer underlying mutual funds with lower fees. You should consider all of the fees and charges of the policy in relation to its features and benefits when making your decision to invest. Please note that higher policy and underlying mutual fund fees and charges have a direct effect on your investment performance.

Policy Riders and Rider Charges

You may purchase one or more Riders available under the policy to meet your specific needs (except that you may not elect both the Premium Waiver Rider and the Deduction (of fees and expenses) Waiver Rider simultaneously). Rider availability varies by state. We will assess any Rider charge by taking deductions from the Cash Value to compensate us for the services and benefits we provide, the costs and expenses we incur, and the risks we assume. We may generate a profit from any of the Rider charges. We begin to deduct monthly Rider charges from your policy's Cash Value on the Policy Date or on the first monthly policy anniversary after the Rider is elected.

Adjusted Sales Load Life Insurance Rider

The benefit associated with the Adjusted Sales Load Life Insurance Rider is the replacement of part or all of the up-front Premium Load (comprised of the Sales Load and Premium Taxes) with a monthly Rider charge. You may elect the number of years (from 1 to 7) that you want the Premium Load replaced. You will pay a Premium Load on any amount that you do not elect to be replaced by the Rider. This Rider is only available to purchase at the time of application.

If you purchase this Rider, you should expect the aggregate monthly Rider charges to be greater than the amount we would have deducted as Premium Load. To better understand how this Rider might benefit you, ask for an illustration of future benefits and rights under the policy with and without the purchase of this Rider.

Adjusted Sales Load Life Insurance Rider Charge. We deduct a monthly Adjusted Sales Load Life Insurance Rider Charge if you elect the Rider to compensate us for the sales and premium tax expenses that we will not collect in the form of Premium Load. You should expect the aggregate monthly Rider charges to be greater than the amount we would have deducted as Premium Load. The charge is the product of your aggregate monthly Premiums since the Policy Date, the portion of Premium Load you choose to replace (expressed as a whole percentage of Premiums paid), and the factor of 0.0001354. The Rider's charge may vary. Each Premium payment you make will cause the Rider's charge to increase. How long the Rider charge is assessed will also vary. The Rider charge will be assessed for 9 policy years, plus the number of years (from 1 to 7)

that you want the Premium Load replaced (with a maximum Rider charge period of 15 years). However, if you stop making Premium payments during that 1 to 7-year period, the Rider charge will only be assessed for 9 policy years, plus the number of years that you actually made Premium payments.

For example, upon election, you anticipated making Premium payments for 5 years. Therefore, you expect to have the Rider charge assessed for 14 years (9 years plus 5 years). However, you actually make your last Premium payment in policy year 3, and do not make any additional Premium payments. Since you did not get full "use" of the Rider (you only received 3 years worth of Premium Load replacement), we will only assess the Rider charge for 12 policy years (9 years plus the 3 years' worth of benefit you received).

If the policy terminates within the first 10 policy years, we will deduct from the Cash Surrender Value an amount to compensate us for the Premium Load we waived, but were unable to recover as a Rider charge. The amount deducted from the Cash Surrender Value will equal the product of the actual Premium Load replaced by the Rider (in dollars) and the percentage from the following table that corresponds to the number of years the policy has been In Force.

Number of Years the Policy has been In Force	1	2	3	4	5	6	7	8	9	10	11+
Percentage	100%	90%	80%	70%	60%	50%	40%	30%	20%	10%	0%

For example, at the time you elected the Rider, you elected to replace the Premium Load for 7 years. During the 5th policy year, you terminate the policy. During the 5 years the policy was In Force, you paid \$10,000 of Premium. The amount of Premium Load that the Rider replaced is \$400 (\$40 for each \$1,000 of Premium). Therefore, we will deduct \$240 (60% of \$400) from your Cash Surrender Value.

The Adjusted Sales Load Life Insurance Rider Charge will be deducted proportionally from your Sub-Account allocations and Fixed Account allocations.

Children's Insurance Rider

You may purchase term life insurance on any and all of the Insured's children at any time. If an insured child dies before the Insured dies and before the Maturity Date, the policy pays a benefit to the named beneficiary. The insurance coverage for each insured child will continue (as long as the policy is In Force) until the earlier of: (1) the policy anniversary on or after the date the Insured's child turns age 22; or (2) the policy anniversary on or after the date the Insured turns age 65.

Subject to certain conditions specified in the Rider, the Rider may be converted into a policy on the life of the insured child without evidence of insurability. The Rider will be effective until the Rider's term expires, until we pay the benefit, or until you terminate the Rider by written request to our Home Office. Because we deduct the charge for this benefit from the policy's Cash Value, your purchase of this Rider could reduce the amount of Proceeds payable when the Death Benefit depends on Cash Value.

Children's Insurance Rider Charge. We deduct a monthly Children's Insurance Rider Charge if you elect the Rider to compensate us for providing term insurance on the lives of each and all of the Insured's children. The Rider charge is \$0.43 per \$1,000 of the Rider's Specified Amount and will be assessed as long as the policy is In Force and the Rider is in effect. The Rider charge will be the same, even if you request to change the number of children covered under the Rider. However, we may decline your request to add another child based on our underwriting standards.

The Children's Insurance Rider Charge will be deducted proportionally from your Sub-Account allocations and Fixed Account allocations.

Spouse Life Insurance Rider

The benefit associated with the Spouse Life Insurance Rider is a death benefit payable upon the Insured's spouse's death to the designated beneficiary (if no beneficiary is designated, the benefit is payable to the Insured).

You may purchase this Rider at any time provided that the Insured's spouse is age 18 or older at the time the Rider is purchased. The Rider coverage continues until the Rider anniversary on or next following the year in which the Insured's spouse turns age 70, or until the policy matures, whichever is earliest. This Rider will be effective until the Rider's term expires, until we have paid the benefit, until you invoke the Policy Guard Rider, or until you decide to terminate the Rider by written request to our Home Office.

Because we deduct the Rider charge from the Cash Value, purchase of this Rider could reduce the amount of Proceeds payable when the Death Benefit depends on Cash Value.

This Rider has a conversion right. The Insured's spouse may exchange this Rider's benefit for a level premium, level benefit plan of whole life insurance, subject to limitations.

Spouse Life Insurance Rider Charge. We deduct a monthly Spouse Life Insurance Rider Charge if you elect the Rider to compensate us for providing term insurance on the life of the Insured's spouse. The Rider charge is the product of the Rider's Specified Amount and the spouse life insurance cost of insurance rate. We base the spouse life insurance cost of insurance rate on our expectations as to the mortality of the Insured's spouse. The spouse life insurance cost of insurance rate will vary by the spouse's sex, Attained Age, underwriting class, any substandard ratings, and the Rider's Specified Amount.

The Spouse Life Insurance Rider Charge will be deducted proportionally from your Sub-Account allocations and Fixed Account allocations.

Accidental Death Benefit Rider

The benefit associated with the Accidental Death Benefit Rider is the payment of a benefit, in addition to the Death Benefit, to the named beneficiary upon the Insured's accidental death. Accidental death means the Insured died within 90 days of sustaining, and because of, bodily injury caused by external, violent, and accidental means from a cause other than a risk not assumed.

You may purchase this Rider at any time on or after the Insured's 5th birthday and before the policy anniversary on or following the date the Insured turns age 65 (while the policy is In Force). The Rider coverage continues until the Insured reaches Attained Age 70. This Rider will be effective until the Rider's term expires, until we have paid the benefit, or until you terminate the Rider by written request to our Home Office.

Because we deduct the Rider charge from the Cash Value, purchase of this Rider could reduce the amount of Proceeds payable when the Death Benefit depends on Cash Value.

Accidental Death Benefit Rider Charge. We deduct a monthly Accidental Death Benefit Rider Charge if you elect the Rider to compensate us for providing coverage in the event of the Insured's accidental death. The Rider charge is the product of the Rider's Specified Amount and the accidental death benefit cost of insurance rate. We base the accidental death benefit cost of insurance rate on our expectations as to the likelihood of the Insured's accidental death. The accidental death benefit cost of insurance rate will vary by the Insured's Attained Age and any substandard ratings.

The Accidental Death Benefit Rider Charge will be deducted proportionally from your Sub-Account allocations and Fixed Account allocations.

Change of Insured Rider

The benefit associated with the Change of Insured Rider is that you may designate a new Insured, subject to insurability and other conditions. The costs and benefits under the policy after the change will be based on the underwriting classification and characteristics of the new Insured. However, it will have no impact on the policy's Death Benefit. You may elect this Rider at any time.

Change of Insured Rider Charge. There is no charge associated with the Change of Insurance Rider.

Term Rider

The benefit associated with the Term Rider is term life insurance on the Insured, in addition to the Death Benefit, payable to the beneficiary upon the Insured's death prior to the Rider's maturity date.

You may purchase this Rider at any time while the policy is In Force until the Insured reaches age 80. The Rider benefit amount may vary monthly and is based on the chosen Death Benefit. You may renew coverage annually until the Rider's maturity date.

At any time while the policy and the Rider are In Force (including on the Rider's maturity date), you may convert the term life insurance associated with this Rider into Specified Amount and apply it to the policy. Any such conversion request must be made in writing and submitted to our Home Office. We will not require evidence of insurability upon conversion.

Before deciding whether to purchase the Rider it is important for you to know that when you purchase the Rider, the compensation received by your registered representative and his or her firm is less than when compared to purchasing insurance coverage under the base policy. As a result of this compensation reduction, the charges assessed for the cost of insurance under the Rider will be lower for a significant period of time. There are instances where there the Rider may require lower Premium to maintain the total death benefit over the life of the policy or may require increased Premium when compared to not purchasing the Rider at all.

There are also some distinct disadvantages to purchasing the Rider, such as not being able to extend the Maturity Date for coverage under the Rider (resulting in a loss of coverage at maturity). Another disadvantage is the Rider only allows coverage under the Guaranteed Policy Continuation Provision for the first five policy years. In comparison, the base policy allows longer coverage for issue ages under 70. See the Guaranteed Policy Continuation Provision in the Lapse section of this prospectus.

If you have questions about whether the Rider is appropriate for you, please consult your registered representative for more specific information on this rider and its potential benefits. Your registered representative can answer your questions and provide you with illustrations demonstrating the impact of purchasing coverage under the Rider.

Because we deduct the Rider charge from the Cash Value, purchase of this Rider could reduce the amount of Proceeds payable when the Death Benefit depends on Cash Value.

Term Rider Charge. We deduct a monthly Term Rider Charge if you elect the Rider to compensate us for providing term life insurance on the Insured. The monthly cost of insurance charge for this Rider is determined by multiplying the Rider monthly cost of insurance rate by the Rider Death Benefit. The Rider Death Benefit is the death benefit option elected by you. The Rider charge is the product of the Specified Amount and the term cost of insurance rate. We base the term cost of insurance rate on our expectation as to the Insured's mortality. The term cost of insurance rate will vary by: the Insured's sex, Attained Age, underwriting class, any substandard ratings, and the Specified Amount.

The Term Rider Charge will be deducted proportionally from your Sub-Account and Fixed Account allocations.

Deduction (of fees and expenses) Waiver Rider

The benefit associated with the Deduction (of fees and expenses) Waiver Rider is a benefit (in the form of a credit or expense waiver) to assist the policy owner with policy expenses while the Insured is disabled. In the policy year that the policy owner is eligible to invoke this Rider (when the Insured has been disabled for 6 consecutive months), the benefit takes the form of a credit to the policy for the remainder of the policy year, of an amount necessary to keep the policy In Force. Beginning on the next policy anniversary, the benefit takes the form of a waiver of the policy's monthly charges.

Note: after the 3rd policy anniversary, this Rider's benefit alone may not be sufficient to keep your policy from Lapsing. You may need to make additional Premium payments to prevent Lapse. Thereafter, with this Rider, it will cost you less, on a monthly basis, to keep the policy In Force.

How long the benefit lasts depends on the Insured's age at the beginning of the total disability. If the Insured's total disability begins before the Insured is age 60, the benefit continues for as long as the Insured is totally disabled (even if that disability extends past when the Insured reaches age 65) or until you invoke the Policy Guard Rider. If the Insured's total disability begins when the Insured is between the ages of 60 and 63, the benefit continues until the Insured turns age 65. If the Insured's total disability begins after the Insured reaches age 63, the benefit continues for 2 years.

You may purchase this Rider at any time before the policy anniversary on or following the date the Insured reaches age 65 (as long as the policy is In Force). You may not purchase both this Rider and the Premium Waiver Rider. Because we deduct the Rider charge from the Cash Value, purchase of this Rider could reduce the amount of Proceeds payable when the Death Benefit depends on Cash Value. For the first 3 years from the Policy Date, the Rider benefit appears to be the same as the benefit associated with the Premium Waiver Rider. However, the benefit associated with this Rider, for the first 3 policy years, will be sufficient to keep the policy from Lapsing. This is not necessarily so with the benefit associated with the Premium Waiver Rider.

Deduction (of fees and expenses) Waiver Rider Charge. We deduct a monthly Deduction (of fees and expenses) Waiver Rider Charge if you elect the Rider to compensate us for waiving the policy's monthly charges upon the Insured's total disability for 6 consecutive months. The Rider charge is the product of the monthly policy charges (excluding the cost for this Rider) and the deduction waiver cost rate. We base the deduction waiver cost rate on our expectations as to the likelihood of the Insured's total disability for 6 consecutive months. The deduction waiver cost rate varies by the Insured's Attained Age and any substandard ratings.

The Deduction (of fees and expenses) Waiver Rider Charge will be deducted proportionally from your Sub-Account allocations and Fixed Account allocations.

Wealth Guard Rider

The Wealth Guard Rider is designed to allow you to invest Premium in certain variable Sub-Accounts with protection from possible negative market performance. The Rider guarantees that the Cash Value will, at minimum, equal the Benefit Base on the Rider Maturity Date. If, on the Rider Maturity date, your policy's Cash Value is less than the Benefit Base, we will apply a credit, in the amount of the difference between the Benefit Base and the Cash Value on the Maturity Date, to your policy's Cash Value (the "Rider Benefit"). There is no Rider Benefit if: (i) your policy's Cash Value is greater than the Benefit Base on the Rider Maturity Date; (ii) the insured dies before the Rider Maturity Date; or (iii) the policy lapses or is terminated before the Rider Maturity Date. Additionally, there is a significant minimum premium requirement that must be met on the anniversary of each Policy Date in order to receive the highest possible Rider Benefit. If this minimum premium requirement is not met in a given year, the Benefit Base may be reduced for that year. Your choice of variable Sub-Accounts is also limited when you elect the Rider (see, "Wealth Guard Rider Available Investment Options" later in this section).

There are two guarantee options available under the Wealth Guard Rider. The amount of the Rider Benefit will depend on which guarantee option you select. The charge for the Rider will depend upon which guarantee option you select. You can select only one of the available options, and you cannot change your election after the policy has been issued.

(1) The first option is the 85/85 option. The 85/85 option guarantees a Benefit Base equal to the higher of (a) 85% of Premiums paid or (b) 85% of the policy's highest anniversary cash value.

OR

(2) The second option is the 100/85 option. The 100/85 option guarantees a Benefit Base equal to the higher of (a) 100% of Premiums paid or (b) 85% of the policy's highest anniversary cash value.

Operationally, these options work the same way (i.e., they are subject to the same eligibility requirements and have the same Sub-Account restrictions). The only differences between the guarantee options are: (i) the percentage factor that will be applied to Premiums paid when determining the Benefit Base, and (ii) the amount we charge for the level of guarantee.

Eligibility

You must meet or adhere to the following conditions in order to be eligible for the Rider:

Availability. The Wealth Guard Rider is only available for purchase at the time of application. Once you have elected it and selected your guarantee option, you cannot revoke it nor are you permitted to change your selected guarantee option. The Rider may not be terminated once elected but it will terminate: (i) if the underlying policy terminates; (ii) on the Rider Maturity Date; or (iii) when the Insured dies.

Minimum Rider Premium Requirement. This policy does not require payment of scheduled Premium to keep it In Force (see "Premium Payments" earlier in this prospectus). However, if you elect the Wealth Guard Rider, you will need to meet the minimum premium requirements of the Rider to prevent the Benefit Base from potentially being reduced. The actual minimum Rider premium requirements vary by individual policy. Please refer to your Policy Data Pages for your specific required minimum Rider premium amount. Note: Premiums paid under the Guaranteed Policy Continuation Provision may or may not be sufficient to meet the minimum premium required by the Rider. In addition, benefits paid pursuant to the Premium Waiver Rider may not be sufficient to meet the minimum premium requirement of the Wealth Guard Rider, but will be considered Premium for purposes of determining whether the minimum Rider premium requirement has been met.

Determining Whether the Minimum Rider Premium Requirement Has Been Met

On each Rider Valuation Date (excluding the Rider Maturity Date), we will compare the amount of Premium paid to date, less any partial surrenders, to the minimum premium required (as shown on your Policy Data Pages). The Rider Maturity Date is the date on which any Rider Benefit will be paid. The Rider Valuation Date is the date on which the Benefit Base (described below) is calculated. It occurs on the Policy Date, on each anniversary from the Policy Date on or before the Rider Maturity Date, and on the Rider Maturity Date.

Grace Period to meet Minimum Rider Premium Requirement

If you have not met the minimum premium requirement on the Rider Valuation Date, we will notify you in writing. You will have a 61-day grace period, during which you may submit additional premium to us. (There is no grace period associated with the Rider Maturity Date). If you submit enough Premium during the grace period to meet the Rider's minimum premium requirement, your Benefit Base will not be reduced. If you do not submit enough Premium to meet the minimum, your Benefit Base may be reduced. Such reductions may result in a lower Rider Benefit being available to you upon the Rider Maturity Date. If you do not meet the minimum premium required in any given policy year, your Benefit Base may be reduced. Reductions cannot be made up in subsequent policy years by paying additional premium. Failure to meet minimum premium amounts required by the Rider will not terminate the Rider or the policy, but could significantly reduce the Rider Benefit.

Age Restrictions and Rider Duration. The maximum issue age for the Rider is age 55. The Rider Maturity Date is chosen by you at application subject to the minimum duration requirements. Once you choose the maturity date, you will be permitted to extend it only with our written consent. You will not be permitted to shorten the duration of the Rider. You will not be permitted to revoke the Rider.

Rider Duration

Issue Age	Minimum Maturity Period	Maximum Maturity Period
0-50	20 Years	(70 – Issue Age) Years
51-55	(70 – Issue Age) Years	(70 – Issue Age) Years

Minimum Specified Amount. You must choose a Specified Amount of at least \$250,000 to elect the Rider. You will not be permitted to make changes to the policy that cause the Specified Amount to go below \$250,000.

IRS qualification as life insurance. The guideline premium/cash value corridor test must be used to test the policy for compliance with Internal Revenue Code 7702. The cash value accumulation test may not be used, which may impact the amount of Premium you may pay into the policy (see, “The Minimum Required Death Benefit” section for additional information). Please discuss the potential ramifications of purchasing this policy using the guideline premium/cash value corridor test instead of the cash value accumulation test with your tax adviser.

Determining the Benefit Base for the 85/85 Guarantee Option

The Benefit Base is determined on each Rider Valuation Date and is calculated as the greater of (A) or (B) where:

- (A) is the Cash Value Amount; and
- (B) is the Return of Premium Amount.

Cash Value Amount

On the Policy Date, the Cash Value Amount is equal to zero. On each subsequent Rider Valuation Date, the Cash Value Amount is equal to the greater of:

- (1) the Cash Value of the policy on the current Rider Valuation Date multiplied by 85%; or
- (2) the Cash Value Amount on the preceding Rider Valuation Date reduced by the amount of any partial surrenders taken between the current Rider Valuation Date and the preceding Rider Valuation Date. If the Minimum Rider Premium Requirement has not been met, then the prior Cash Value Amount will also be reduced by the total of Monthly Deductions since the preceding Rider Valuation Date. Monthly Deductions are the periodic charges (other than mutual fund operating expenses) that are deducted from Cash Value on a monthly basis and are described in the Fee Tables at the beginning of this prospectus.

Return of Premium Amount

On the Policy Date, the Return of Premium Amount is zero. On each subsequent Rider Valuation Date, the Return of Premium Amount is equal to (1) plus (2) minus (3) minus (4), where:

- (1) is the Return of Premium Amount on the preceding Rider Valuation Date;
- (2) is the 85% Premium Percentage Factor multiplied by the amount of all premiums received between the current Rider Valuation Date and the preceding Rider Valuation Date;
- (3) is the amount of any partial surrenders taken between the current Rider Valuation Date and the preceding Rider Valuation Date; and
- (4) is the total of Monthly Deductions taken between the current Rider Valuation Date and the preceding Rider Valuation Date if the Minimum Rider Premium Requirement has not been met, and zero (0) otherwise.

Determining the Rider Benefit for the 85/85 Guarantee Option on the Rider Maturity Date

On the Rider Maturity Date, the final Benefit Base calculation is performed and the Rider Benefit is calculated. Unlike the prior policy years, there is no opportunity to catch up on Premium payments if you have not met the minimum premium amount required by the Rider. The Rider Benefit is calculated as follows:

- (1) The Cash Value Amount and the Return of Premium Amount are calculated.
- (2) The higher of the Cash Value Amount and the Return of Premium Amount will be the Benefit Base.
- (3) The Cash Value is determined.
- (4) The Benefit Base is compared with the Cash Value.
- (5a) If the Cash Value is less than the Benefit Base, the Rider Benefit will equal the difference between the Benefit Base and the Cash Value. The Rider Benefit will be credited to the Cash Value on the Rider Maturity Date; - **or**
- (5b) If the Cash Value is greater than the Benefit Base, there is no Rider Benefit.
- (6) The Rider terminates and all restrictions and fees associated with it will be removed.

Determining the Benefit Base for the 100/85 Guarantee Option

The Benefit Base is determined on each Rider Valuation Date and is calculated as the greater of (A) or (B) where:

- (A) is the Cash Value Amount; and
- (B) is the Return of Premium Amount.

Cash Value Amount

On the Policy Date, the Cash Value Amount is equal to zero. On each subsequent Rider Valuation Date, the Cash Value Amount is equal to the greater of:

- (1) the Cash Value of the policy on the current Rider Valuation Date multiplied by 85%; or
- (2) the Cash Value Amount on the preceding Rider Valuation Date reduced by the amount of any partial surrenders taken between the current Rider Valuation Date and the preceding Rider Valuation Date. If the Minimum Rider Premium Requirement has not been met, then the prior Cash Value Amount will also be reduced by the total of Monthly Deductions since the preceding Rider Valuation Date. Monthly Deductions are the periodic charges (other than mutual fund operating expenses) that are deducted from Cash Value on a monthly basis and are described in the Fee Tables at the beginning of this prospectus.

Return of Premium Amount

On the Policy Date, the Return of Premium Amount is zero. On each subsequent Rider Valuation Date, the Return of Premium Amount is equal to (1) plus (2) minus (3) minus (4), where:

- (1) is the Return of Premium Amount on the preceding Rider Valuation Date;
- (2) is the 100% Premium Percentage Factor multiplied by the amount of all premiums received between the current Rider Valuation Date and the preceding Rider Valuation Date;
- (3) is the amount of any partial surrenders taken between the current Rider Valuation Date and the preceding Rider Valuation Date; and
- (4) is the total of Monthly Deductions taken between the current Rider Valuation Date and the preceding Rider Valuation Date if the Minimum Rider Premium Requirement has not been met, and zero (0) otherwise.

Determining the Rider Benefit for the 100/85 Guarantee Option on the Rider Maturity Date

On the Rider Maturity Date, the final Benefit Base calculation is performed and the Rider Benefit is calculated. Unlike the prior policy years, there is no opportunity to catch up on premium payments if you have not met the minimum premium amount required by the Rider. The Rider Benefit is calculated as follows:

- (1) The Cash Value Amount and the Return of Premium Amount are calculated.
- (2) The higher of the Cash Value Amount and the Return of Premium Amount will be the Benefit Base.
- (3) The Cash Value is determined.
- (4) The Benefit Base is compared with the Cash Value.
- (5a) If the Cash Value is less than the Benefit Base, the Rider Benefit will equal the difference between the Benefit Base and the Cash Value. The Rider Benefit will be credited to the Cash Value on the Rider Maturity Date; *or*
- (5b) If the Cash Value is greater than the Benefit Base, there is no Rider Benefit.
- (6) The Rider terminates and all restrictions and fees associated with it will be removed.

Charges

We deduct a monthly Wealth Guard Rider Charge if you elect the Wealth Guard Rider that will compensate us for the risk we assume if your policy sustains poor investment experience while the Rider is In Force. The Rider's charge varies depending upon the guarantee option you elect:

Wealth Guard Option	Monthly Deduction*
Wealth Guard 85/85	\$0.58 per \$1,000 of Cash Value
Wealth Guard 100/85	\$0.96 per \$1,000 of Cash Value

* The Rider charge is deducted monthly from Cash Value and is taken proportionately from the Sub-Accounts, the Fixed Account and the Long Term Fixed Account. We may raise the current charge for this Rider for either or both guarantee options after it has been issued. If the price is increased for existing issues of the Rider, we will notify you in writing. The maximum possible charge associated with the Rider is \$1.25 per \$1,000 of Cash Value.

We continue to deduct the Wealth Guard Rider Charge for as long as the Rider is In Force. You may not revoke the Rider after the policy has been issued. If you elected and then invoke the Deduction (of fees and expenses) Waiver Rider, the Wealth Guard Rider Charge will be waived. However, the minimum premium requirement associated with the Wealth Guard Rider will not be waived (see "Special Considerations" below).

Because we deduct the Rider charge from the Cash Value, purchase of this Rider could reduce the amount of Proceeds payable when the Death Benefit depends on Cash Value.

Wealth Guard Rider Available Investment Options

Only certain Sub-Accounts are available when you elect the Wealth Guard Rider. Nationwide selected the available Sub-Accounts on the basis of certain risk factors associated with each Sub-Account's investment objective. The Sub-Accounts not made available in conjunction with the Rider were excluded on the basis of similar risk considerations.

Election of the Wealth Guard Rider will not be effective unless we receive Sub-account allocation instructions based on the list of available investment options. When the Wealth Guard Rider is elected, only the following investment options are available:

1. the Fixed Account; and/or
2. the Long Term Fixed Account (if available in your state); and/or
3. a variable investment option, which could be one of the following:
 - a. if the Nationwide Allocation Architect service is available, one of the models available through that service (an "NAA Model") (see "Policy Owner Services"); or
 - b. any combination of the Sub-Accounts listed below (hereafter, the "Wealth Guard investment options"):

Wealth Guard investment options:

AIM Variable Insurance Funds

- AIM V.I. Capital Development Fund: Series I Shares

American Century Variable Portfolios, Inc.

- American Century VP Mid Cap Value Fund: Class I
- American Century VP Value Fund: Class I

American Century Variable Portfolios II, Inc.

- American Century VP Inflation Protection Fund: Class II

Dreyfus

- Dreyfus Stock Index Fund, Inc.: Initial Shares
- Dreyfus Variable Investment Fund: Appreciation Portfolio: Initial Shares

Fidelity Variable Insurance Products Fund

- VIP Equity-Income Portfolio: Service Class
- VIP Freedom 2010 Portfolio: Service Class
- VIP Freedom 2020 Portfolio: Service Class
- VIP Freedom 2030 Portfolio: Service Class
- VIP Growth Portfolio: Service Class
- VIP Investment Grade Bond Portfolio: Service Class
- VIP Mid Cap Portfolio: Service Class

Franklin Templeton Variable Insurance Products Trust

- Franklin Income Securities Fund: Class II

Janus Aspen Series

- Forty Portfolio: Service Shares

Lehman Brothers Advisers Management Trust

- AMT Short Duration Bond Portfolio: I Class

MFS® Variable Insurance Trust

- MFS Value Series: Initial Class

Nationwide Variable Insurance Trust

- American Funds NVIT Asset Allocation Fund Class: II
- American Funds NVIT Bond Fund: Class II
- American Funds NVIT Growth-Income Fund: Class II
- American Funds NVIT Growth Fund: Class II
- NVIT Government Bond Fund: Class I
- NVIT Investor Destinations Funds: Class II (formerly, Nationwide NVIT Investor Destinations Funds: Class II)
 - NVIT Investor Destinations Conservative Fund: Class II
 - NVIT Investor Destinations Moderately Conservative Fund: Class II
 - NVIT Investor Destinations Moderate Fund: Class II
 - NVIT Investor Destinations Moderately Aggressive Fund: Class II
 - NVIT Investor Destinations Aggressive Fund: Class II
- NVIT Mid Cap Growth Fund: Class I
- NVIT Mid Cap Index Fund: Class I
- NVIT Money Market Fund: Class I
- NVIT Nationwide Fund: Class I
- NVIT U.S. Growth Leaders Fund: Class I
- Van Kampen NVIT Comstock Value Fund: Class I

Oppenheimer Variable Account Funds

- Oppenheimer Capital Appreciation Fund/VA: Non-Service Shares
- Oppenheimer Main Street Fund®/VA: Non-Service Shares

T. Rowe Price Equity Series, Inc.

- T. Rowe Price Blue Chip Growth Portfolio: Class II
- T. Rowe Price Equity Income Portfolio: Class II

Van Kampen**The Universal Institutional Funds, Inc.**

- Core Plus Fixed Income Portfolio: Class I

These Sub-Accounts are only available in policies issued before May 1, 2008:

AIM Variable Insurance Funds

- AIM V.I. Basic Value Fund – Series I Shares
- AIM V.I. Capital Appreciation Fund – Series I Shares

American Century Variable Portfolios, Inc.

- American Century VP Vista Fund: Class I

Federated Insurance Series

- Federated Quality Bond Fund II: Primary Shares

Fidelity Variable Insurance Products Fund

- VIP Contrafund® Portfolio: Initial Class

Neuberger Berman Advisers Management Trust

- AMT Fasciano Portfolio: S Class*
- AMT Socially Responsive Portfolio: I Class

T. Rowe Price Equity Series, Inc.

- T. Rowe Price Limited Term Bond Portfolio: Class II

This Sub-Account is only available in policies issued before May 1, 2007:

American Century Variable Portfolios, Inc.

- American Century VP Ultra Fund: Class I

These Sub-Accounts are only available in policies issued before May 1, 2006:

Fidelity Variable Insurance Products Funds

- VIP Value Strategies Portfolio: Service Class

Franklin Templeton Variable Insurance Products Trust

- Franklin Rising Dividends Securities Fund: Class 1

MFS® Variable Insurance Trust

- MFS Investors Growth Stock Series: Initial Class

Allocations to Sub-accounts other than those listed above are not permitted when the Rider is in force. We reserve the right to modify the list of Wealth Guard investment options upon written notice to policy owners.

You may instruct Nationwide to move your allocations back and forth between an NAA Model and the Wealth Guard investment options at any time while the Rider is In Force, which will be considered a transfer event. While the Rider is In Force, your variable investment allocation (current and future) instruction must be entirely (100%) in either (i) an NAA model or (ii) any of the Wealth Guard investment options listed above. If your instructions contain allocations not described in the preceding sentence, the instructions will not be processed by Nationwide. Instead, Nationwide will notify you that you have submitted improper instructions and your variable investment allocation will remain unchanged until Nationwide receives instructions containing only an NAA Model or Wealth Guard investment options. If you elect to participate in the Nationwide Allocation Architect service, the terms and conditions associated with that service apply (see, “Nationwide Allocation Architect”).

Special Considerations

- The Wealth Guard Rider has no cash value until its Maturity Date.
- There is no Rider Benefit if: (i) your policy's Cash Value is greater than the Benefit Base on the Rider Maturity Date; (ii) the insured dies before the Rider Maturity Date; or (iii) the policy lapses or is terminated before the Rider Maturity Date. In addition, the Rider Benefit may be limited if you invest substantially, and for an extended period of time, in a fixed account or a money market Sub-Account. Please consult a qualified financial adviser in conjunction with making investment allocations.
- While there is no obligation to make premium payments under the policy, failure to meet the minimum Rider premium requirements may significantly reduce the Benefit Base and, ultimately, the Rider Benefit.
- Partial surrenders taken while the policy is In Force may reduce the Benefit Base.
- There is no grace period to catch up on premium payments on the Rider Maturity Date.
- If you elected the Premium Waiver Rider, the premium amount credited to your policy under the terms of that Rider (if invoked) may not be enough to meet the minimum premium required by the Wealth Guard Rider. The minimum premium requirement of the Wealth Guard Rider is not waived if you invoke the Premium Waiver Rider. Therefore, if the credit received under the Premium Waiver Rider does not meet the minimum premium required by the Wealth Guard Rider your Benefit Base may be reduced unless you make up the difference. Premium paid pursuant to the Premium Waiver Rider is considered Premium for purposes of the Wealth Guard Rider.
- The Deduction (of fees and expenses) Waiver Rider will cover the cost of the Wealth Guard Rider if the Deduction Waiver Rider is invoked. However, the minimum premium requirement of the Wealth Guard Rider is not waived.

Policy Guard Rider

The Policy Guard Rider prevents the policy from Lapsing due to Indebtedness by providing a guaranteed paid-up insurance benefit. The Rider is dormant until specifically invoked by the policy owner, at which time the policy is assessed a one-time charge. Invocation of the Rider enables the policy owner of a substantially depleted policy (due to outstanding loans) to avoid the negative tax consequences associated with lapsing a life insurance policy (consult a qualified tax advisor for more details). All policies will automatically receive the Policy Guard Rider.

The policy owner is eligible to invoke the Policy Guard Rider when outstanding Indebtedness reaches a certain percentage of the policy's Cash Value. This percentage varies based on the Insured's Attained Age. The first time the policy's outstanding Indebtedness reaches the percentage that makes the policy eligible for invocation of the Rider, Nationwide will send a letter to the policy owner notifying them of the policy's eligibility to invoke the Rider. The letter will also describe the Rider, its cost, and its guaranteed benefits.

In addition, the following conditions must be met in order to invoke the Rider:

- the Insured is Attained Age 75 or older,
- the policy has been In Force for at least 15 years,
- the policy's Cash Value is at least \$100,000,
- at the time of policy issuance, you selected the guideline premium/cash value corridor tax test to qualify the policy for life insurance, and
- based on our records of your premium payments, the entire cost basis of the policy (for tax purposes) has been withdrawn.

You need not invoke the Rider immediately upon notification of eligibility. The Rider may be invoked at any time, provided that the above conditions are met and the policy remains In Force.

After Nationwide receives your request to invoke the Rider, Nationwide will adjust the policy, as follows:

1. If not already in effect, the Death Benefit option will be changed to Death Benefit Option One.
2. The Specified Amount will be adjusted to equal the lesser of: (1) the Specified Amount immediately before you invoked the Rider, or (2) the Specified Amount that will cause the Death Benefit to equal the minimum required death benefit Minimum Required Death Benefit.
3. Any non-loaned Cash Value (after deduction of the Policy Guard Rider charge) will be transferred to the Fixed Account, where it will earn the guaranteed fixed interest rate of the base policy (shown on the Policy Data Page).

After the above adjustments are made, the loan balance will continue to grow at the policy's loan charge rate, and the amount in the collateral loan account will continue to earn interest at the policy's loan crediting rate. No policy charges will be assessed. No further loans may be taken from the policy and no withdrawals may be taken from the policy (except for a full policy surrender). Cash Value may not be transferred out of the Fixed Account. Both the charges and benefits of the Spouse Life Insurance Rider and Deduction (of fees and expenses) Waiver Rider will terminate. The Death Benefit will be the lesser of the Specified Amount or the minimum required death benefit Minimum Required Death Benefit. The policy will remain as described above for the duration of the policy.

Invocation of the Policy Guard Rider is irrevocable.

Policy Guard Rider Charge. We deduct a one-time Policy Guard Rider Charge at the time you invoke the Rider to cover the administrative costs and to compensate us for the risks associated with the Rider's guaranteed paid-up death benefit Death Benefit. The Policy Guard Rider Charge is the product of the policy's Cash Value and an age-based factor shown in the Rider. The Rider charge varies by the Insured's age and the Cash Value.

The Policy Guard Rider Charge will be deducted proportionally from your Sub-Account allocations and Fixed Account allocations. If the Cash Value less Indebtedness is insufficient to satisfy the Policy Guard Rider Charge, you cannot invoke the Rider without repaying enough Indebtedness to cover the Policy Guard Rider Charge.

Premium Waiver Rider

The benefit associated with the Premium Waiver Rider is a monthly credit to the policy upon the Insured's total disability for 6 consecutive months. The amount credited to the policy is the lesser of:

- the Premium you specified, or
- the average actual monthly Premiums you paid over the last 36 months prior to the disability (or such shorter period of time that the policy has been In Force).

The monthly credit applied pursuant to the Rider may not be sufficient to keep your policy from Lapsing. If you elected the Wealth Guard Rider, the monthly credit applied pursuant to this Premium Waiver Rider may not be sufficient to meet the minimum premium requirements of the Wealth Guard Rider. However, the monthly credit applied pursuant to the Premium Waiver Rider will be considered Premium for purposes of determining whether the minimum premium requirement associated with the Wealth Guard Rider has been met. See, "Wealth Guard Rider" for additional information. You may need to pay additional Premium. Purchasing this Rider could help preserve the Death Benefit.

You may purchase this Rider at any time, but may not purchase both this Rider and the Deduction (of fees and expenses) Waiver Rider. If the Insured is younger than age 63 at the time of the total disability, the Rider coverage continues until the Insured turns age 65. If the Insured is age 63 or older at the time of the total disability, the Rider coverage continues for 2 years. This Rider is effective until the Rider's term expires (unless we are paying a benefit under the Rider) or until you terminate the Rider by written request to our Home Office.

Because we deduct the Rider charge from the Cash Value, purchase of this Rider could reduce the amount of Proceeds payable when the Death Benefit depends on Cash Value.

Premium Waiver Rider Charge. We deduct a monthly Premium Waiver Rider Charge if you elect the Rider to compensate us for crediting the policy with the amount of scheduled due and payable Premium payments upon the Insured's total disability for 6 consecutive months. The Rider charge is the product of the Rider's benefit (the monthly policy credit) and the premium waiver cost rate. We base the premium waiver cost rate on our expectations as to likelihood of the Insured's total disability for 6 consecutive months. The premium waiver cost rate will vary by the Insured's sex, Attained Age, underwriting class, and any substandard ratings.

The Premium Waiver Rider Charge will be deducted proportionally from your Sub-Account allocations and Fixed Account allocations.

Policy Owner Services

Dollar Cost Averaging

You may elect to participate in a dollar cost averaging program. Dollar cost averaging is an investment strategy designed to reduce the investment risks associated with market fluctuations and promote a more stable Cash Value and Death Benefit over time. Policy owners may direct us to automatically transfer specific amounts from the Fixed Account and

Nationwide Variable Insurance Trust

- NVIT Government Bond Fund: Class I
- NVIT Money Market Fund: Class I

This Sub-Account is only available in policies issued before May 1, 2008:

Federated Insurance Series

- Federated Quality Bond Fund II: Primary Shares

to any other Sub-Account. Transfers from the Fixed Account must be no more than 1/30th of the Fixed Account value at the time you elect to participate in the program.

You may elect to participate in the dollar cost averaging program at the time of application or at a later date by submitting an election form. An election to participate in the program that is submitted after application will be effective on the date provided on the election form or, if the date provided has passed upon our receipt of your submitted election form participation will be effective at the beginning of the next policy month. There is no charge for dollar cost averaging and dollar cost averaging transfers do not count as transfer events. We will continue to process dollar cost averaging transfers until there is no more value left in originating investment option(s) or until you instruct us to terminate your participation in the service.

Dollar cost averaging programs may not be available in all states. We do not assure the success of these strategies and we cannot guarantee that dollar cost averaging will result in a profit or protect against a loss. You should carefully consider your financial ability to continue these programs over a long enough period of time to purchase Accumulation Units when their value is low, as well as when their value is high. We may modify, suspend or discontinue these programs at any time. We will notify you in writing 30 days before we do so.

Asset Rebalancing

You may elect to participate in an asset rebalancing program. Asset rebalancing involves the automatic rebalancing of the Cash Value in your chosen Sub-Accounts (up to 20) on a periodic basis. You can schedule asset rebalancing to occur every 3, 6, or 12 months on days when we price Accumulation Units. There is no charge for asset rebalancing and it does not count as a transfer event.

You may elect to participate in an asset rebalancing program at the time of application or at a later date by submitting an election form. Unless you elect otherwise, asset rebalancing will not affect the allocation of Premiums you pay after beginning the program. Manual transfers will not automatically terminate the program. Termination of asset rebalancing will only occur as a result of your specific instruction to do so. We reserve the right to modify, suspend or discontinue asset rebalancing at any time.

Nationwide Allocation Architect

NAA is not available for policies issued on or after May 1, 2008, or to policy owners that did not elect NAA prior to May 1, 2008.

NAA will continue to be available to policy owners that elected NAA prior to May 1, 2008. While these policy owners can continue to invest in NAA and transfer between NAA models, if the policy owner terminates participation in NAA the policy owner will not be able to re-elect NAA in the future.

Nationwide may make available for use by policy owners the Nationwide Allocation Architect, an asset allocation service that enables policy owners to have their variable account Cash Value invested according to an investment model. The models diversify among asset classes to achieve specific investment goals and are based on different profiles of an investor's willingness to accept investment risk. Participants in the program may elect one of 5 available models:

- Conservative;
- Moderately Conservative;
- Moderate;
- Moderately Aggressive; and
- Aggressive.

Each model is comprised of sub-accounts of underlying funds that are currently available as investment options in this policy. The sub-accounts within each model and their weightings are selected according to each model's risk tolerance and investment goal. More information about the program and the models is available in the brochure for the program.

Nationwide Investment Advisors, LLC as Investment Adviser

For those policies that elect to use the Nationwide Allocation Architect, Nationwide Investment Advisors, LLC ("NIA") will serve as investment adviser to each participating policy owner for the sole purposes of developing and maintaining the models. In this capacity, NIA will act as a fiduciary. Policy owners will receive a copy of NIA's Form ADV at the time of application, which contains more information about NIA's role as investment adviser.

Evaluating and Updating the Models

At least twice each calendar year, NIA will evaluate the models to assess whether the combination and allocation percentages of the sub-accounts within each model optimizes the return potential for that model. If deemed necessary by NIA, NIA will update the models, with such updates taking effect on or about January 1 and July 1 of each year. NIA may evaluate and update the models more frequently at its sole discretion.

Updating the models could entail adding or removing one or more sub-accounts from a model, or changing the allocation percentages among existing sub-accounts. Currently, NIA updates the models based on information received from an independent third-party firm. NIA reserves the right to change the third-party firm (where permitted by law) upon 30 days' written notice to policy owners. NIA takes sole responsibility for monitoring and updating the models.

Nationwide will send policy owners written notice of model updates approximately 30 days before the model changes are to be implemented. You should review these notices carefully. If the policy owner is comfortable with the model changes, the policy owner need not take any action. If the policy owner is not comfortable with the model changes, the policy owner may switch to a different model or terminate their participation in the service.

On or about each January 1 and July 1 (or any other day that NIA updates the models), Nationwide will reallocate the variable account Cash Value of policies participating in the service pursuant to the discretionary authority granted to Nationwide as a requirement to participate in the service. The reallocation will rebalance the variable account Cash Value to the updated model allocations. If the scheduled date for the reallocation is a Saturday, Sunday, recognized holiday, or any

other day that the New York Stock Exchange is closed, the reallocation will occur on the next business day. Each reallocation is considered a transfer event. However, the automatic reallocation transfers within the Nationwide Allocation Architect are not subject to Short-Term Trading Fees.

Quarterly Rebalancing

In addition to reallocating the variable account Cash Value when the models change, Nationwide will also reallocate the variable account Cash Value at the end of each calendar quarter, referred to as quarterly rebalancing. 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. Each quarterly rebalancing is considered a transfer event. However, quarterly rebalancing transfers within the Nationwide Allocation Architect are not subject to Short-Term Trading Fees.

Election of the Nationwide Allocation Architect

There is no additional charge for participating in the Nationwide Allocation Architect. If the service is available, a policy owner may elect to begin participating at any time by communicating the election to Nationwide in writing to Nationwide's service center. Once the election is received and processed, Nationwide will allocate the entire policy Cash Value that is allocated to the variable account in accordance with the elected model. Allocations to the Fixed Account will remain so invested. Only one model may be elected at any given time. The Nationwide Allocation Architect is not available for policies with Cash Value allocated to the Long Term Fixed Account.

While the Nationwide Allocation Architect is in effect, the policy owner will not be permitted to transfer Cash Value among the sub-accounts without first terminating their participation in the service. Policy owners may transfer maturing fixed investment option Cash Value into the variable account (and thus, the elected model) only at the end of the guarantee term. Policy owners may transfer variable account Cash Value into the Fixed Account as permitted by the policy. Any subsequent premium submitted that is to be allocated to the sub-accounts will also be allocated according to the currently elected model. Any partial surrenders or loans taken from the policy while the Nationwide Allocation Architect is in effect will be taken proportionally from the sub-accounts and, if there are insufficient amounts in the sub-accounts, the Fixed Account. Any charges assessed to the policy will be taken proportionally from all investments in the policy. A policy owner participating in the Nationwide Allocation Architect may not participate in Asset Rebalancing. However, a policy owner may use the Nationwide Allocation Architect in connection with a Dollar Cost Averaging program utilizing the Fixed Account.

When electing a model, please consult a qualified financial adviser to determine the most appropriate model based on the policy owner's particular financial needs, time horizon, and willingness to accept investment risk. The investment adviser may use tools to make this determination that are either independently acquired or provided by Nationwide. However, Nationwide bears no responsibility for the investment decision.

Changing Models

Policy owners participating in the Nationwide Allocation Architect may elect to change models at any time. An election to change models must be communicated to Nationwide in writing or over the telephone to Nationwide's service center. An election to change models will be immediate and will not be subject to Short-Term Trading Fees.

Nationwide reserves the right to limit the number of times a policy owner can change models each year.

Terminating Participation in the Nationwide Allocation Architect

Once participation in the service has begun, it may only be terminated upon the specific written request of the policy owner. Once a policy owner's participation in the service is terminated, the Cash Value will remain invested as it was on the last day of participation in the program unless and until Nationwide is instructed otherwise. Additionally, please be aware that the terms of the "Sub-Account Transfers" provision apply.

Nationwide reserves the right to terminate the availability of this service at any time.

Risks Associated with the Nationwide Allocation Architect

The models are designed to optimize returns based on different risk tolerances. However, neither Nationwide nor NIA guarantees that participation in the Nationwide Allocation Architect will result in a profit or protect against a loss.

NIA may be subject to competing interests that may affect its decisions as to the sub-accounts offered in the models. Specifically, some of the sub-accounts correspond to underlying mutual funds owned by a NIA affiliate, some underlying mutual funds may pay more revenue to NISC (NIA's affiliate) than others, and some underlying mutual funds may pay more revenue to Nationwide (NIA's parent company) than others. However, NIA believes that its fiduciary responsibilities to the policy owners that elect a model outweigh any conflict that may exist relating to the underlying mutual funds, enabling it to make substantially unbiased choices as to the sub-accounts within the models.

Policy Loans

After the expiration of the free-look period and while the policy is In Force, you may take a loan against the policy's Cash Value. Loan requests must be submitted in writing to our Home Office. You may increase your risk of Lapse if you take a policy loan. There also may be adverse tax consequences. You should obtain competent tax advice before you decide to take a policy loan.

Loan Amount and Interest Charged

The smallest policy loan you may take is \$200. The largest policy loan you may take is the "maximum loan value," which equals the Cash Surrender Value, less 10% of the Cash Value allocated to the Sub-Accounts, less any surrender charge, and less the Adjusted Sales Load Life Insurance Rider forfeiture charge (if applicable).

We charge interest on the amount of outstanding Indebtedness at the maximum guaranteed rate of 3.9% per annum. The interest will accrue daily and is payable at the end of each policy year, or at the time of a new loan, a loan repayment, the Insured's death, a policy lapse, or a full surrender. If the interest is not paid when due, we will add it to the outstanding loan amount by transferring a corresponding amount of Cash Value from each Sub-Account to the loan account in the same proportion as your Sub-Account allocations.

Collateral and Interest Earned

As collateral for the policy loan, we will transfer Cash Value equal to the policy loan amount to the policy loan account. Amounts transferred from the Sub-Accounts will be in the same proportion as your Sub-Account allocations, unless you instruct otherwise. We will only transfer amounts from the Fixed Account if the loan amount exceeds 90% of the Cash Value allocated to the Sub-Accounts.

Amounts in the policy loan account will accrue and be credited daily interest at a rate of 3.0% per annum (guaranteed minimum of 3.0%) in policy years 1 through 10, and 3.9% per annum (guaranteed minimum of 3.65%) in policy year 11 and thereafter.

Net Effect of Policy Loans

We will charge interest on the outstanding loan amount and credit interest to the collateral amount at the same time. In effect, the loan interest rate is netted against the interest crediting rate, and this is the amount that you are "charged" for taking the policy loan.

The amount transferred to the loan account is part of our General Account and will not be affected by the investment experience of the Sub-Accounts. The loan account is credited interest at a different rate than the fixed investment options. Even if it is repaid, a policy loan will affect the policy, the Cash Surrender Value and the Death Benefit. If your total Indebtedness ever exceeds the policy's Cash Value, your policy may Lapse.

Repayment

You may repay all or part of a policy loan at any time while the policy is In Force during the Insured's lifetime. The minimum repayment amount is \$50. We will apply all loan repayments to the Sub-Accounts in the same proportion as your current Sub-Account allocations, unless you indicate otherwise. While your policy loan is outstanding, we will treat any payments that you make as Premium payments, unless you indicate otherwise. Repaying a policy loan will cause the Death Benefit and net Cash Surrender Value to increase accordingly.

Lapse

The policy is at risk of Lapsing when the Cash Surrender Value is insufficient to cover the monthly policy charges. You can avoid Lapsing the policy by paying the amount required by the guaranteed policy continuation provision, or you can invoke the Policy Guard Rider to prevent the policy from Lapsing due to Indebtedness. Before any policy Lapses, there is a Grace Period during which you can take action to prevent the Lapse. Subject to certain conditions, you may reinstate a policy that has Lapsed.

Guaranteed Policy Continuation Provision

During the guaranteed policy continuation period, the policy will not Lapse if you pay an amount equal to or greater than the Policy Continuation Premium Amount shown on the Policy Data Page. The Policy Continuation Premium Amount will vary by the Insured's issue age, sex, underwriting class, any substandard ratings, the Insured's involvement in certain risky activities, the Specified Amount (including increases), and any Riders elected.

The Policy Continuation Premium Amount shown on the Policy Data Page will not be accurate if you take any policy loans or partial surrenders, or if you increase the Specified Amount, after the policy is issued. Upon request and for no charge, we will determine whether your Premium payments, less policy loans and partial surrenders, are sufficient to keep the guaranteed policy continuation provision in effect.

When the guaranteed policy continuation period ends, if the Cash Surrender Value remains insufficient to cover the monthly policy charges, the policy is at risk of Lapsing and a Grace Period will begin. The guaranteed policy continuation provision is subject to state insurance restrictions and may be different in your state and for your policy. There is no charge for the guaranteed policy continuation provision.

Duration of the Guaranteed Policy Continuation Period. The guaranteed policy continuation period begins when we issue the policy. How long the guaranteed policy continuation period lasts depends on the Insured's age at the time of policy issuance, as reflected in the following table:

Insured's Age at Policy Issuance:	55 or Younger	56 through 69	70 or Older
Duration of Guaranteed Policy Continuation Period:	30 policy years or until the Insured reached Attained Age 65, whichever comes first	10 policy years	5 policy years

Grace Period

At the beginning of a Grace Period, we will send you a notice that will indicate the amount of Premium you must pay to avoid Lapsing the policy. This amount is equal to the lesser of 3 times the current monthly deductions, or the amount of Premium that will bring the guaranteed policy continuation provision back into effect, if applicable. If you do not pay the indicated amount within 61 days, the policy and all Riders will Lapse.

The Grace Period will not alter the operation of the policy or the payment of Proceeds.

Reinstatement

You may reinstate a Lapsed policy by:

- submitting, at any time within 3 years after the end of the Grace Period and before the Maturity Date, a written request to reinstate the policy;
- providing any evidence of insurability that we may require;
- paying sufficient Premium to keep the policy In Force for 3 months from the date of reinstatement, or, if the policy is in the guaranteed policy continuation period, paying the lesser of (a) and (b) where:
 - (a) is the amount of Premium sufficient to keep the policy In Force for 3 months from the date of reinstatement; and
 - (b) is the amount of Premium sufficient to bring the guaranteed policy continuation provision into effect;
- paying sufficient Premium to cover all policy charges that were due and unpaid during the Grace Period; and
- repaying or reinstating any Indebtedness that existed at the end of the Grace Period.

Subject to satisfactory evidence of insurability, you may also reinstate any Riders.

The effective date of a reinstated policy (including any Riders) will be the monthly anniversary date on or next following the date we approve the application for reinstatement. If the policy is reinstated, the Cash Value on the date of reinstatement will be set equal to the lesser of:

- the Cash Value at the end of the Grace Period; or
- the Surrender Charge corresponding to the policy year in which the policy is reinstated.

We will then add to the Cash Value any Premiums or loan repayments that you made to reinstate the policy.

The Sub-Account allocations that were in effect at the start of the Grace Period will be reinstated, unless you indicate otherwise.

Surrenders

Full Surrender

You may surrender the policy for the Cash Surrender Value at any time while the Insured is alive. The Cash Surrender Value equals the policy's Cash Value minus any Indebtedness and the Surrender Charge. A surrender will be effective as of the date we receive the policy and your written surrender request at our Home Office. We reserve the right to postpone payment of that portion of the Cash Surrender Value attributable to the Fixed Account for up to 6 months.

Partial Surrender

You may request, in writing to our Home Office, a partial surrender of the policy's Cash Surrender Value at any time after the policy has been In Force for one year. Currently, we do not assess a Partial Surrender Fee. However, we reserve the right to assess a Partial Surrender Fee for each partial surrender that is equal to the lesser of \$25 or 2% of the amount surrendered.

We reserve the right to limit the number of partial surrenders to 1 per policy year. The minimum amount of any partial surrender request is \$200. A partial surrender cannot cause the total Specified Amount to be reduced below the minimum Specified Amount indicated on the Policy Data Page, and after any partial surrender, the policy must continue to qualify as life insurance under Section 7702 of the Code. Partial surrenders may be subject to income tax penalties. They could also cause your policy to become a "modified endowment contract" under the Code, which could change the income tax treatment of any distribution from the policy.

If you take a partial surrender, we will surrender Accumulation Units from the Sub-Accounts proportionally based on the current variable account Cash Value to equal the amount of the partial surrender. If there are insufficient Accumulation Units available, we will surrender amounts from the Fixed Account.

Reduction of the Specified Amount due to a Partial Surrender. When you take a partial surrender, we will reduce the Specified Amount to keep the Net Amount At Risk the same as before the partial surrender. The policy's charges going forward will be based on the new Specified Amount causing the charges to be lower than they were prior to the partial surrender.

Any reduction of the Specified Amount will be made in the following order: against the most recent increase in the Specified Amount, then against the next most recent increases in the Specified Amount in succession, and finally, against the initial Specified Amount.

Annual Surrender Opportunities

On each policy anniversary, you may transfer the policy's Cash Surrender Value to the Fixed Account to purchase extended term insurance. The amount of the extended term insurance will equal the Death Benefit, less any Indebtedness. The extended term insurance coverage will be in effect for as long a period as the Cash Surrender Value will purchase at the Insured's Attained Age on the date of transfer. The Cash Value of the extended term insurance, at any time, will be equal to the cost of the extended term insurance at the Insured's Attained Age at that time. The cost of the extended term insurance will be based on an interest rate of 3% and the 1980 CET Mortality Table.

Additionally, on each policy anniversary, you may transfer the policy's Cash Surrender Value to the Fixed Account to purchase a guaranteed fixed paid-up benefit. The amount of the fixed paid-up benefit will be the amount of benefit that the Cash Surrender Value can purchase at the Insured's Attained Age on the date of the transfer, but before the deduction of monthly policy charges. The Cash Value of the paid-up benefit, at any time, will be equal to the cost of the fixed paid-up benefit at the Insured's Attained Age at that time. The cost of the fixed paid-up benefit will be based on an interest rate of 3% and the policy's guaranteed mortality table.

The Death Benefit

Calculation of the Death Benefit

We will calculate the Death Benefit and pay it to the beneficiary when we receive (at our Home Office) all information required to process the Death Benefit, including, but not limited to, proof that the Insured has died. The Death Benefit may be subject to an adjustment if you make an error or misstatement upon application, or if the Insured dies by suicide.

While the policy is In Force, the Death Benefit will never be less than the Specified Amount. The Death Benefit will depend on which Death Benefit option you have chosen and the tax test you have elected, as discussed in greater detail below. Also, the Death Benefit may vary with the Cash Value of the policy, which is affected by Investment Experience, outstanding Indebtedness, and any due and unpaid monthly deductions that accrued during a Grace Period.

Death Benefit Options

There are 2 Death Benefit options under the policy. You may choose one. If you do not choose one, we will assume that you intended to choose Death Benefit Option One. Not all Death Benefit options are available in all states.

Death Benefit Option One. The Death Benefit will be the greater of the Specified Amount or the Minimum Required Death Benefit.

Death Benefit Option Two. The Death Benefit will be the greater of the Specified Amount *plus* the Cash Value as of the date of death, or the Minimum Required Death Benefit.

The Minimum Required Death Benefit

The policy has a Minimum Required Death Benefit. The Minimum Required Death Benefit is the lowest Death Benefit that will qualify the policy as life insurance under Section 7702 of the Code.

The tax tests for life insurance generally require that the policy have a significant element of life insurance and not be primarily an investment vehicle. Your policy will use the guideline premium/cash corridor test to ensure that the policy qualifies as life insurance under Section 7702 of the Code:

The guideline premium/cash value corridor test determines the Minimum Required Death Benefit by comparing the Death Benefit to an applicable percentage of the Cash Value. These percentages are set out in the Code, but the percentage varies only by the Attained Age of the Insured.

We will monitor compliance to ensure that the policy meets the statutory definition of life insurance for federal tax purposes. As a result, the Proceeds payable under a policy should be excludable from gross income of the beneficiary for federal income tax purposes. We may refuse additional Premium payments or return Premium payments to you so that the policy continues to meet the Code's definition of life insurance.

Changes in the Death Benefit Option

After the first policy year, you may elect to change the Death Benefit option from either Death Benefit Option One to Death Benefit Option Two, or from Death Benefit Option Two to Death Benefit Option One. We will permit only 1 change of Death Benefit option per policy year. The effective date of a change will be the monthly policy anniversary following the date we approve the change.

For any change in the Death Benefit option to become effective, the Cash Surrender Value after the change must be sufficient to keep the policy In Force for at least 3 months.

Upon effecting a Death Benefit option change, we will adjust the Specified Amount so that the Net Amount At Risk remains the same. The policy's charges going forward will be based on the adjusted Specified Amount causing the charges to be higher or lower than they were prior to the change. We will refuse a Death Benefit option change that would reduce the Specified Amount to a level where the Premium you have already paid would exceed any premium limit under the tax tests for life insurance.

Where the policy owner has selected the guideline premium/cash value corridor test, a change in Death Benefit option will not be permitted if it results in the total Premiums paid exceeding the maximum premium limitations under Section 7702 of the Code.

Incontestability

We will not contest payment of the Death Benefit based on the initial Specified Amount after the policy has been In Force during the Insured's lifetime for 2 years from the Policy Date. For any change in Specified Amount requiring evidence of insurability, we will not contest payment of the Death Benefit based on such increase after it has been In Force during the Insured's lifetime for 2 years from its effective date.

Suicide

If the Insured dies by suicide, while sane or insane, within 2 years from the Policy Date, we will pay no more than the sum of the Premiums paid, less any Indebtedness, and less any partial surrenders. Similarly, if the Insured dies by suicide, while sane or insane, within 2 years from the date we accept an application for an increase in the Specified Amount, we will pay no more than the Death Benefit associated with insurance that has been In Force for at least two years from the Policy Date, plus the Cost of Insurance Charges associated with any increase in Specified Amount that has been In Force for a shorter period.

Policy Maturity

If the policy is In Force on the Maturity Date, we will pay the Proceeds to you, generally, within 7 days after we receive your written request at our Home Office. The payment will be postponed, however, when: the New York Stock Exchange is closed; the SEC restricts trading or declares an emergency; the SEC permits us to defer it for the protection of our policy owners; or the Proceeds are to be paid from the Fixed Account. The Proceeds will equal the policy's Cash Value minus any Indebtedness. After we pay the Proceeds, the policy is terminated.

Extending the Maturity Date

We may offer to extend the Maturity Date to coincide with the Insured's death, at which time we will pay the Proceeds to the beneficiary. During this Maturity Date extension, you will still be able to request partial surrenders. The termination of policy benefits will coincide with the policy's extended Maturity Date (unless you decide otherwise). The Maturity Date extension will either be for the policy value (as defined below) or for the Specified Amount (subject to the law of the state in which you lived at the time you purchased the policy), at your choice. If the policy's Maturity Date is extended, we will endorse the policy so that:

- (1) no changes to the Specified Amount will be allowed;
- (2) no changes to the Death Benefit option will be allowed;
- (3) no additional Premium payments will be allowed;
- (4) no additional periodic charges will be deducted;
- (5) 100% of the policy's Cash Value will be transferred to the Fixed Account; and

- (6) if you extend for the Cash Value, your policy's Death Benefit will become the Cash Value, regardless of your previous Death Benefit option choice; or
- (7) if you extend for the Specified Amount, the Specified Amount will be adjusted to what it was when the Insured reached Attained Age 85, but excluding any coverage provided by the Term Rider, and subject to any partial surrenders (which will affect the Specified Amount of a policy with Death Benefit Option One) based on the Insured's Attained Age at the time the partial surrender is requested. While the Insured is between the Attained Ages of 86 and 90, a partial surrender will decrease the Specified Amount proportionately. If the Insured is Attained Age 91 or older, a partial surrender will reduce the Proceeds by an amount proportionate to the ratio of the partial surrender to the Cash Value.

Notwithstanding your choice between items (5) and (6) above, the Proceeds will be the greater of the policy's Specified Amount or Cash Value unless you have invoked the Policy Guard Rider, in which case the Proceeds may be reduced. The Maturity Date will not be extended when the policy would fail the definition of life insurance under the Code.

Payment of Policy Proceeds

You may elect to receive Proceeds (Death Benefit, maturity Proceeds, or Cash Surrender Value) in a lump sum, or in another form that you may elect at application. At any time before the Proceeds become payable, you may request to change the payout option by writing to our Home Office.

You may elect one or a combination of options. To elect more than one payout option, you must apportion at least \$2,000 to each option and each payment (made at the specified interval) must be at least \$20.

If you do not make an election as to the form of the Proceeds, upon the Insured's death, the beneficiary may make the election. Changing the beneficiary of the policy will revoke the payout option(s) in effect at that time. Proceeds are neither assignable nor subject to claims of creditors or legal process. If the beneficiary does not make an election, we will pay the Proceeds in a lump sum.

Normally, we will make a lump sum payment of the Proceeds within 7 days after we receive your written request at our Home Office. However, we will postpone payment of the Proceeds on the days that we are unable to price Accumulation Units. Proceeds are paid from our general account.

Please note that for the remainder of "Payment of Policy Proceeds" provision, "you" means the person entitled to the Proceeds.

Interest Income Option

If you elect the Interest Income Option, we retain the Proceeds and credit the Proceeds with interest at an annually determined rate of at least 2.5% per annum, compounded annually. We will determine annually if we will pay any interest in excess of 2.5%. The interest can be paid at the end of 12-, 6-, 3- or 1-month intervals, or it can be left to accumulate.

At any time, you may withdraw any remaining Proceeds and accumulated interest by submitting a written request to our Home Office. Upon your death, we will pay the remaining Proceeds and accumulated interest to your estate.

Income for a Fixed Period Option

If you elect the Income for a Fixed Period Option, we retain the Proceeds and make payments to you at specified intervals over a certain number of years that you designate (no more than 30). Each payment will consist of a portion of the Proceeds plus interest at an annually determined rate of at least 2.5% per annum, compounded annually. We will determine annually if we will pay any interest in excess of 2.5%. The payments can be paid at the beginning of 12-, 6-, 3- or 1-month intervals.

At any time, you may withdraw any remaining Proceeds and accumulated interest by submitting a written request to our Home Office. Upon your death, we will pay the remaining Proceeds and accumulated interest to your estate.

Life Income with Payments Guaranteed Option

If you elect the Life Income with Payments Guaranteed Option, we retain the Proceeds and make payments to you at specified intervals for a guaranteed period (10, 15 or 20 years) and, if you are still living at the end of the guaranteed period, we will continue making payments to you for the rest of your life. During the guaranteed period, we will pay interest on the remaining Proceeds at a rate of at least 2.5% per annum, compounded annually. We will determine annually if we will pay any interest in excess of 2.5%. The Proceeds can be paid at the beginning of 12-, 6-, 3- or 1-month intervals.

Since the payments are based on your lifetime, which is not a predetermined time period, you cannot withdraw any amount you designate to this option once payments begin. If you die before the guaranteed period has elapsed, we will make the remaining payments to your estate. If you die after the guaranteed period has elapsed, we will make no further payments.

Fixed Income for Varying Periods Option

If you elect the Fixed Income for Varying Periods Option, we retain the Proceeds and pay you a fixed amount at specified intervals until the Proceeds and accumulated interest have been exhausted. The total amount payable each year may not be less than 5% of the original Proceeds. We will pay interest on the remaining Proceeds at a rate of at least 2.5% per annum,

compounded annually. We will determine annually if we will pay any interest in excess of 2.5%. The Proceeds can be paid at the beginning of 12-, 6-, 3- or 1-month intervals.

At any time, you may withdraw any remaining Proceeds and accumulated interest by submitting a written request to our Home Office. Upon your death, we will pay the remaining Proceeds and accumulated interest to your estate.

Joint and Survivor Life Option

If you elect the Joint and Survivor Life Option, we retain the Proceeds and make equal payments to you at specified intervals for the life of the last surviving payee. The Proceeds can be paid at the beginning of 12-, 6-, 3- or 1-month intervals.

Since the payments are based on the lifetimes of the payees, which are not predetermined periods, you cannot withdraw any amount you designate to this option once payments begin. Payments will cease upon the death of the last surviving payee. We will make no payments to the last surviving payee's estate.

Alternate Life Income Option

If you elect the Alternate Life Income Option, we will use the Proceeds to purchase an annuity with the payee as annuitant. The amount payable will be 102% of our current individual immediate annuity purchase rate on the date of the Insured's death, the Maturity Date, or the date the policy is surrendered, as applicable. The Proceeds can be paid at the end of 12-, 6-, 3- or 1-month intervals.

Since the payments are based on your lifetime, which is not a predetermined period, you cannot withdraw any amount you designate to this option once payments begin. Payments will cease upon your death. We will make no payments to your estate.

Taxes

The tax treatment of life insurance policies under the Code is complex and the tax treatment of your policy will depend on your particular circumstances. Seek competent tax advice regarding the tax treatment of the policy given your situation. The following discussion provides an overview of the Code's provisions relating to certain common life insurance policy transactions. It is not and cannot be comprehensive, and it cannot replace personalized advice provided by a competent tax professional.

Types of Taxes

Federal Income Tax. Generally, the United States assesses a tax on income, which is broadly defined to include all items of income from whatever source, unless specifically excluded. Certain expenditures can reduce income for tax purposes and correspondingly the amount of tax payable. These expenditures are called deductions. While there are many more income tax concepts under the Code, the concepts of "income" and "deduction" are the most fundamental to the federal income tax treatment that pertains to this policy.

Federal Transfer Tax. In addition to the income tax, the United States also assesses a tax on some or all of the value of certain transfers of wealth made by gift while a person is living (the federal gift tax), and by bequest or otherwise at the time of a person's death (the federal estate tax).

The federal gift tax is imposed on the value of the property (including cash) transferred by gift. Each donor is allowed to exclude an amount (in 2008, up to \$12,000 per recipient) from the value of present interest gifts. In addition, each donor is allowed a credit against the tax on the first million dollars in lifetime gifts (calculated after taking into account the \$12,000 exclusion amount). An unlimited marital deduction may be available for certain lifetime gifts made by the donor to the donor's spouse. Unlike the estate tax, the gift tax is not scheduled to be repealed.

In general, in 2008, an estate of less than \$2,000,000 (inclusive of certain pre-death gifts) will not incur a federal estate tax liability. The \$2 million amount increases to \$3.5 million in 2009. The federal estate tax (but not the federal gift tax) is scheduled to be repealed effective after 2009; however, unless Congress acts to make that repeal permanent, the estate tax is scheduled to be reinstated with respect to decedents who die after December 31, 2010. If the estate tax is reinstated and Congress has not acted further, the size of estates that will not incur an estate tax will revert to \$1 million.

An unlimited marital deduction may be available for federal estate tax purposes for certain amounts that pass to the surviving spouse.

If the transfer is made to someone two or more generations younger than the transferor, the transfer may be subject to the federal generation-skipping transfer tax ("GSTT"). The GSTT provisions generally apply to the same transfers that are subject to estate or gift taxes. The tax is imposed at a flat rate equal to the maximum estate tax rate (for 2008, 45%), and there is a provision for an aggregate \$1 million exemption. The GSTT tax is scheduled to be repealed effective after 2009; however, unless Congress acts to make that repeal permanent, the GSTT tax is scheduled to be reinstated on January 1, 2011 at a rate of 55%.

State and Local Taxes. State and local estate, inheritance, income and other tax consequences of ownership or receipt of Policy Proceeds depend on the circumstances of each policy owner or beneficiary. While these taxes may or may not be substantial in your case, state by state differences of these taxes preclude a useful description of them in this prospectus.

Buying the Policy

Federal Income Tax. Generally, the Code treats life insurance Premiums as a personal expense. This means that under the general rule you cannot deduct from your taxable income the Premiums paid to purchase the policy.

Federal Transfer Tax. Generally, the Code treats the payment of Premiums on a life insurance policy as a gift when the Premium payment benefits someone else (such as when premium payments are paid by someone other than the policy owner). Gifts are not generally included in the recipient's taxable income. If you (whether or not you are the Insured) transfer ownership of the policy to another person, the transfer may be subject to a federal gift tax.

Investment Gain in the Policy

The income tax treatment of changes in the policy's Cash Value depends on whether the policy is "life insurance" under the Code. If the policy meets the definition of life insurance, then the increase in the policy's Cash Value is not included in your taxable income for federal income tax purposes unless it is distributed to you before the death of the Insured.

To qualify as life insurance, the policy must meet certain tests set out in Section 7702 of the Code. We will monitor the Policy's compliance with Code Section 7702, and take whatever steps are necessary to stay in compliance.

Diversification. In addition to meeting the tests required under Section 7702, Section 817(h) of the Code requires that the investments of the separate account be adequately diversified. Regulations under Code Section 817(h) provide that a variable life policy that fails to satisfy the diversification standards will not be treated as life insurance unless such failure was inadvertent, is corrected, and the policy owner or the issuer pays an amount to the IRS. If the failure to diversify is not corrected, the gain in the policy would be treated as taxable ordinary income for federal income tax purposes.

We will also monitor compliance with Code Section 817(h) and the regulations applicable to Section 817(h) and, to the extent necessary, will change the objectives or assets of the underlying investment options to remain in compliance. Thus, the policy should receive federal income tax treatment as life insurance.

Representatives of the IRS have informally suggested, from time to time, that the number of underlying investment options 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 IRS issued formal guidance, in Revenue Ruling 2003-91, that indicates that if the number of underlying investment options available in a variable insurance product does not exceed 20, the number of investment options alone would not cause the policy to not qualify for the desired tax treatment. The IRS 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 policy, when determining whether the policy qualifies for the desired tax treatment. The revenue ruling did not indicate the number of investment options, if any, that would cause the policy 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 investment options, transfers between underlying investment options, exchanges of underlying investment options or changes in the investment objectives of underlying investment options such that the policy would no longer qualify as life insurance under Section 7702 of the Code, we will take whatever steps are available to remain in compliance.

Periodic Withdrawals, Non-Periodic Withdrawals and Loans

The tax treatment described in this section applies to withdrawals and loans you choose to take from the policy. It also applies to Premiums we accept but then return to meet the Code's definition of life insurance, and amounts used to pay the Premium on any rider to the policy.

The income tax treatment of distributions of cash from the policy depends on whether the policy is also a "modified endowment contract" under the Code. Generally, the income tax consequences of owning a life insurance policy that is not a modified endowment contract are more advantageous than the tax consequences of owning a life insurance policy that is a modified endowment contract.

The policies offered by this prospectus may or may not be issued as modified endowment contracts. If a policy is issued as a modified endowment contract, it will always be a modified endowment contract; a policy that is not issued as a modified endowment contract can become a modified endowment contract due to subsequent transactions with respect to the policy, such as payment of additional Premiums. If the policy is not issued as a modified endowment contract, we will monitor it and advise you if the payment of a Premium, or other transaction, may cause the policy to become a modified endowment contract.

When the Policy is Life Insurance that is a Modified Endowment Contract. Section 7702A of the Code defines modified endowment contracts as those life insurance policies issued or materially changed on or after June 21, 1988 on which the total Premiums paid during the first seven years exceed the amount that would have been paid if the policy provided for paid up benefits after seven level annual Premiums. Under certain conditions, a policy may become a modified endowment contract, or may become subject to a new 7 year testing period as a result of a "material change" or a "reduction in benefits" as defined by Section 7702A(c) of the Code.

All modified endowment contracts issued to the same owner by the same company during a single calendar year are required to be aggregated and treated as a single policy for purposes of determining the amount that is includible in income when a distribution occurs.

The Code provides special rules for the taxation of surrenders, partial surrenders, loans, collateral assignments and other pre-death distributions from modified endowment contracts. Under these special rules, such transactions are taxable to the extent that at the time of the transaction the Cash Value of the policy exceeds the investment in the policy (generally, the Premiums paid for the policy). In addition, a 10% tax penalty generally applies to the taxable portion of such distributions unless the policy owner is over age 59½ or disabled, or the distribution is part of a series of substantially equal periodic payments as defined in the Code.

When the Policy is Life Insurance that is NOT a Modified Endowment Contract. If the policy is not issued as a modified endowment contract, we will monitor Premiums paid and will notify the policy owner when the policy is in jeopardy of becoming a modified endowment contract.

Distributions from life insurance policies that are not modified endowment contracts generally are treated as being from the investment in the policy (generally, the Premiums paid for the policy), and then from the income in the policy. Because Premium payments are generally nondeductible, distributions not in excess of investment in the contract are generally not includible in income; instead, they reduce the owner's investment in the contract.

However, if a policy is not a modified endowment contract, a cash distribution during the first 15 years after a policy is issued that causes a reduction in Death Benefits may still become fully or partially taxable to the policy owner pursuant to Section 7702(f)(7) of the Code. You should carefully consider this potential tax ramification and seek further information before requesting any changes in the terms of the policy.

In addition, a loan from a life insurance policy that is not a modified endowment contract is not taxable when made, although it can be treated as a distribution if it is forgiven during the owner's lifetime. Distributions from policies that are not modified endowment contracts are not subject to the 10% early distribution penalty tax.

Surrendering the Policy

A full surrender, cancellation of the policy by Lapse, or the maturity of the policy on its Maturity Date may have adverse tax consequences. If the amount you receive plus total policy Indebtedness exceeds the investment in the policy (generally, the Premiums paid into the policy), then the excess generally will be treated as taxable ordinary income, regardless of whether or not the policy is a modified endowment contract. In certain circumstances, for example when the policy Indebtedness is very large, the amount of tax could exceed the amount distributed to you at surrender.

Withholding

Distributions of income from a life insurance policy, including a life insurance policy that is a modified endowment contract, are subject to federal income tax withholding. Generally, the recipient may elect not to have the withholding taken from the distribution. We will withhold income tax unless you advise us, in writing, of your request not to withhold. If you request that taxes not be withheld, or if the taxes withheld are insufficient, you may be liable for payment of an estimated tax.

A distribution of income from a life insurance policy may be subject to mandatory back-up withholding. Mandatory backup withholding means that we are required to withhold taxes on a distribution, at the rate established by Section 3406 of the Code, and the recipient cannot elect to receive the entire distribution at once. Mandatory backup withholding may arise if we have not been provided a taxpayer identification number, or if the IRS notifies us that back-up withholding is required.

In certain employer-sponsored life insurance arrangements, participants may be required to report for income tax purposes, one or more of the following:

- the value each year of the life insurance protection provided;
- an amount equal to any employer-paid Premiums; or
- some or all of the amount by which the current value exceeds the employer's interest in the policy; or
- interest that is deemed to have been forgiven on a loan that we deemed to have been made by the employer.

Participants in an employer-sponsored plan relating to this policy should consult with the sponsor or the administrator of the plan, and/or with their personal tax or legal advisor, to determine the tax consequences, if any, of their employer-sponsored life insurance arrangements.

Exchanging the Policy for Another Life Insurance Policy

Generally, you will pay taxes on amounts that you receive in excess of your Premium payments when you completely surrender the policy. If, however, you exchange the policy for another life insurance policy, modified endowment contract, or annuity contract, you will not be taxed on the excess amount if the exchange meets the requirements of Code Section 1035. To meet Section 1035 requirements, the Insured named in the policy must be the Insured for the new policy or contract and the new policy or contract cannot extend the Maturity Date or otherwise delay a distribution that would extend the time that tax would be payable. Generally, the new policy or contract will be treated as having the same issue date and tax basis as the old policy or contract.

If the policy or contract is subject to a policy Indebtedness that is discharged as part of the exchange transaction, the discharge of the Indebtedness may be taxable. Owners should consult with their personal tax or legal advisors in structuring any policy exchange transaction.

Taxation of Death Benefits

Federal Income Tax. The Death Benefit is generally excludable from the beneficiary's gross income under Section 101 of the Code. However, if the policy had been transferred to a new policy owner for valuable consideration, a portion of the Death Benefit may be includable in the beneficiary's gross income when it is paid.

The payout option selected by your beneficiary may affect how the payments received by the beneficiary are taxed. Under the various payout options, the amount payable to the beneficiary may include earnings on the Death Benefit, which will be taxable as ordinary income. For example, if the beneficiary elects to receive interest only, then the entire amount of the interest payment will be taxable to the beneficiary; if a periodic payment (whether for a fixed period or for life) is selected, then a portion of each payment will be taxable interest income, and a portion will be treated as the nontaxable payment of the Death Benefit. Your beneficiaries should consult with their tax advisors to determine the tax consequences of electing a payout option, based on their individual circumstances.

Special federal income tax considerations for life insurance policies owned by employers. In 2006, President Bush signed the Pension Protection Act of 2006, which contains new Code Sections 101(j) and 6039I, which affect the tax treatment of life insurance policies owned by the employer of the Insured. These provisions are generally effective for life insurance policies issued after August 17, 2006. If a life insurance policy was issued on or before August 17, 2006, but materially modified after that date, it will be treated as having been issued after that date for purposes of section 101(j). Policies issued after August 17, 2006 pursuant to a Section 1035 exchange generally are excluded from the operation of these new provisions, provided that the policy received in the exchange does not have a material increase in death benefit or other material change with respect to the old policy.

New Section 101(j) provides the general rule that, with respect to an employer-owned life insurance policy, the amount of death benefit payable directly or indirectly to the employer that may be excluded from income cannot exceed the sum of Premiums and other payments paid by the policyholder for the policy. Consequently, under this general rule, the entire death benefit, less the cost to the policyholder, will be taxable. Although Section 101(j) is not clear, if lifetime distributions from the policy are made as a nontaxable return of premium, it appears that the reduction would apply for Section 101(j) purposes and reduce the amount of Premiums for this purpose.

There are 2 exceptions to this general rule of taxability, provided that statutory notice, consent, and information requirements are satisfied. These requirements are as follows: Prior to the issuance of the company, (a) the employee is notified in writing that the employer intends to insure the employee's life, and the maximum face amount for which the employee could be Insured at the time that the policy is issued; (b) the employee provides written consent to being insured under the policy and that such coverage may continue after the Insured terminates employment; and (c) the employee is informed in writing that the employer will be a beneficiary of any proceeds payable upon the death of the employee. If the employer fails to meet all of those requirements, then neither exception can apply.

The 2 exceptions are as follows. First, if proper notice and consent are given and received, and if the Insured was an employee at any time during the 12-month period before the Insured's death, then new Section 101(j) would not apply.

Second, if proper notice and consent are given and received and, at the time that the policy is issued, and the Insured is either a director, a "highly compensated employee" (within the meaning of Section 414(q) of the Code without regard to paragraph (1)(B)(ii) thereof), or a "highly compensated individual" (within the meaning of Section 105(h)(5), except "35%" is substituted for "25%" in paragraph (C) thereof), then the new Section 101(j) would not apply.

Code Section 6039I requires any policyholder of an employer-owned policy to file an annual return showing (a) the number of employees of the policyholder, (b) the number of such employees insured under employee-owned policies at the end of the year, (c) the total amount of insurance in force with respect to those policies at the end of the year, (d) the name, address,

taxpayer identification number and type of business of the policyholder, and (e) that the policyholder has a valid consent for each Insured (or, if all consents are not obtained, the number of insured employees for whom such consent was not obtained). Proper recordkeeping is also required by this section.

It is your responsibility to (a) provide the proper notice to each Insured, (b) obtain the proper consent from each Insured, (c) inform each Insured in writing that you will be the beneficiary of any proceeds payable upon the death of the Insured, and (d) file the annual return required by Section 6039I. If you fail to provide the necessary notice and information, or fail to obtain the necessary consent, the death benefit will be taxable to you when received. If you fail to file a properly completed return under Section 6039I, you could be required to pay a penalty.

Federal Transfer Taxes. When the Insured dies, the Death Benefit will generally be included in the Insured's federal gross estate if: (1) the Proceeds were payable to or for the benefit of the Insured's estate; or (2) the Insured held any "incident of ownership" in the policy at death or at any time within 3 years of death. An incident of ownership, in general, is any right in the policy that may be exercised by the policy owner, such as the right to borrow on the policy or the right to name a new beneficiary.

If the beneficiary is two or more generations younger than the Insured, the Death Benefit may be subject to the GSTT. Pursuant to regulations issued by the U.S. Secretary of the Treasury, we may be required to withhold a portion of the Proceeds and pay them directly to the IRS as the GSTT tax payment.

If the policy owner is not the Insured or a beneficiary, payment of the Death Benefit to the beneficiary will be treated as a gift to the beneficiary from the policy owner.

Terminal Illness

Certain distributions made under a policy on the life of a "terminally ill individual" or a "chronically ill individual," as those terms are defined in the Code, are treated as death proceeds. See, "Taxation of Death Benefits," above.

Special Considerations for Corporations

Section 264 of the Code imposes a number of limitations on the interest and other business deductions that may otherwise be available to businesses that own life insurance policies. In addition, the Premium paid by a business for a life insurance policy is not deductible as a business expense or otherwise if the business is directly or indirectly a beneficiary of the policy.

For purposes of the alternative minimum tax ("AMT") that may be imposed on corporations, the death benefit from a life insurance policy, even though excluded from gross income for normal tax purposes, is included in "adjusted current earnings" for AMT purposes. In addition, although increases to the Cash Surrender Value of a life insurance policy are generally excluded from gross income for normal income tax purposes, such increases are included in adjusted current earnings for income tax purposes.

Due to the complexity of these rules, and because they are affected by your facts and circumstances, you should consult with legal and tax counsel and other competent advisors regarding these matters.

Federal appellate and trial courts have examined the economic substance of transactions involving life insurance policies owned by corporations. These cases involved relatively large loans against the policy's Cash Value as well as tax deductions for the interest paid on the policy loans by the corporate policy owner to the insurance company. Under the particular factual circumstances in these cases, the courts determined that the corporate policy owners should not have taken tax deductions for the interest paid. Accordingly, the court determined that the corporations should have paid taxes on the amounts deducted. Corporations should consider, in consultation with tax professionals familiar with these matters, the impact of these decisions on the corporation's intended use of the policy.

See, also, Taxation of Death Benefits, *Special federal income tax considerations for life insurance policies owned by employers*, above; and Business Uses of the Policy, below.

Taxes and the Value of Your Policy

For federal income tax purposes, a separate account is not a separate entity from the company. Thus, the tax status of the separate account is not distinct from our status as a life insurance company. Investment income and realized capital gains on the assets of the separate account are reinvested and taken into account in determining the value of Accumulation Units. As a result, such investment income and realized capital gains are automatically applied to increase reserves under the policies.

At present, we do not expect to incur any federal income tax liability that would be chargeable to the Accumulation Units. Based upon these expectations, no charge is being made against your Accumulation Units for federal income taxes. If, however, we determine that taxes may be incurred, we reserve the right to assess a charge for these taxes.

We may also incur state and local taxes (in addition to those described in the discussion of the Premium Taxes) in several states. At present, these taxes are not significant. If they increase, however, charges for such taxes may be made that would decrease the value of your Accumulation Units.

Business Uses of the Policy

The life insurance policy may be used in various arrangements, including nonqualified deferred compensation or salary continuance plans, split dollar insurance plans, executive bonus plans, retiree medical benefit plans, and others. The tax consequences of these plans may vary depending on the particular facts and circumstances of each individual arrangement. The IRS has also recently issued new guidance on split dollar insurance plans. In addition, Internal Revenue Code Section 409A, which sets forth new rules for taxation of nonqualified deferred compensation, was added to the Code for deferrals after December 31, 2004. *Therefore, if you are contemplating using the policy in any arrangement the value of which depends in part on its tax consequences, you should be sure to consult a tax advisor as to tax attributes of the arrangement.*

Non-Resident Aliens and Other Persons Who are not Citizens of the United States

Special income tax laws and rules apply to non-resident aliens of the United States including certain withholding requirements with respect to pre-death distributions from the policy. In addition, foreign law may impose additional taxes on the policy, the Death Benefit, or other distributions and/or ownership of the policy.

In addition, special gift, estate and GSTT laws and rules may apply to non-resident aliens, and to transfers to persons who are not citizens of the United States, including limitations on the marital deduction if the surviving or donee spouse is not a citizen of the United States.

If you are a non-resident alien, or a resident alien, or if any of your beneficiaries (including your spouse) are not citizens of the United States, you should confer with a competent tax professional with respect to the tax treatment of this policy.

If you, the Insured, the beneficiary, or other person receiving any benefit or interest in or from the policy, are not both a resident and citizen of the United States, there may be a tax imposed by a foreign country that is in addition to any tax imposed by the United States. The foreign law (including regulations, rulings, treaties with the United States, and case law) may change and impose additional or increased taxes on the policy, payment of the Death Benefit, or other distributions and/or ownership of the policy.

Tax Changes

The foregoing discussion, which is based on our understanding of federal tax laws as currently interpreted by the IRS, is general and is not intended as tax advice.

The Code has been subjected to numerous amendments and changes, and it is reasonable to believe that it will continue to be revised. The United States Congress has, in the past, considered numerous legislative proposals that, if enacted, could change the tax treatment of life insurance policies. It is reasonable to believe that such proposals, and future proposals, may be enacted into law. The U.S. Treasury Department may amend existing regulations, issue new regulations, or adopt new interpretations of existing law that may differ from its current positions on these matters. In addition, current state law (which is not discussed herein) and future amendments to state law may affect the tax consequences of the policy.

In 2001, the Economic Growth and Tax Relief Reconciliation Act of 2001 (EGTRRA) was enacted into law. EGTRRA contained numerous changes to the federal income, gift, estate and generation skipping transfer taxes, many of which are not scheduled to become effective until a future date. Among other matters, EGTRRA provides for the repeal of the federal estate and generation-skipping transfer taxes after 2009; however, unless Congress and the President enact additional legislation, EGTRRA also provides that all of those changes will "sunset" after 2010, and the estate and generation skipping transfer taxes will be reinstated as if EGTRRA had never been enacted.

The foregoing is a general explanation as to certain tax matters pertaining to insurance policies. It is not intended to be legal or tax advice. You should consult your independent legal, tax and/or financial advisor.

Any or all of the foregoing may change from time to time without any notice, and the tax consequences arising out of a policy may be changed retroactively. There is no way of predicting if, when, or to what extent any such change may take place. We make no representation as to the likelihood of the continuation of these current laws, interpretations, and policies.

Nationwide Life Insurance Company

We are a stock life insurance company organized under Ohio law. We were founded in March, 1929 and our Home Office is One Nationwide Plaza, Columbus, Ohio 43215. We provide long-term savings products by issuing life insurance, annuities and other retirement products.

Nationwide VLI Separate Account-7

Organization, Registration and Operation

Nationwide VLI Separate Account-7 is a separate account established under Ohio law. We own the assets in this account and we are obligated to pay all benefits under the policies. We may use the separate account to support other variable life insurance policies that we issue. The separate account is registered with the SEC as a unit investment trust under the

Investment Company Act of 1940 ("1940 Act") and qualifies as a "separate account" within the meaning of the federal securities laws. For purposes of federal securities laws, the separate account is, and will remain, fully funded at all times. This registration does not involve the SEC's supervision of the separate account's management or investment practices or policies.

The separate account is divided into Sub-Accounts that invest in shares of the underlying mutual funds. We buy and sell the mutual shares at their respective NAV. Any dividends and distributions from a mutual fund are reinvested at NAV in shares of that mutual fund.

Income, gains, and losses, whether or not realized, from the assets in the separate account will be credited to, or charged against, the separate account without regard to Nationwide's other income, gains, or losses. Income, gains, and losses credited to, or charged against, a Sub-Account reflect the Sub-Account's own Investment Experience and not the investment experience of our other assets. The separate account's assets are held separately from our other assets and are not part of our general account. We may not use the separate account's assets to pay any of our liabilities other than those arising from the policies. We hold assets in the separate account equal to its liabilities. If the separate account's assets exceed the required reserves and its other liabilities, we may transfer the excess to our general account. The separate account may include other Sub-Accounts that are not available under the policies, and are not discussed in this prospectus.

If investment in a mutual fund is no longer possible, in our judgment becomes inappropriate for the purposes of the policy, or for any other reason in our sole discretion, we may substitute another mutual fund, subject to federal rules and regulations. The substitute mutual fund may have different fees and expenses. Substitution may be made with respect to existing investments or the investment of future Premium, or both. We may close Sub-Accounts to allocations of Premiums or policy value, or both, at any time in our sole discretion. The 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.

We reserve the right to make other structural and operational changes affecting this separate account.

We do not guarantee any money you place in this separate account. The value of each Sub-Account will increase or decrease, depending on the Investment Experience of the corresponding mutual fund. You could lose some or all of your money.

Addition, Deletion or Substitution of Mutual Funds

Where permitted by applicable law, we reserve the right to:

- remove, combine, or add Sub-Accounts and make new Sub-Accounts available;
- substitute shares of another mutual fund, which may have different fees and expenses, for shares of an existing mutual fund;
- transfer assets supporting the policies from one Sub-Account to another, or from one separate account to another;
- combine the separate account with other separate accounts, and/or create new separate accounts;
- deregister the separate account under the 1940 Act, or operate the separate account as a management investment company under the 1940 Act or as any other form permitted by law; and
- modify the policy provisions to reflect changes in the Sub-Accounts and the separate account to comply with applicable law.

We will notify you if we make any of the changes above. Also, to the extent required by law, we will obtain the required orders, approvals and/or regulatory clearance from the appropriate government agencies (such as the various insurance regulators or the SEC).

Substitution of Securities. We 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.

No substitution of shares may take place without the prior approval of the SEC. All affected policy owners will be notified in the event there is a substitution, elimination or combination of shares.

In February 2008, we filed an application with the SEC for an order permitting us to substitute assets allocated to certain underlying mutual funds into other underlying mutual funds available under the policy that have similar investment objectives and strategies. If and when we receive SEC approval for these substitutions, affected policy owners will be notified in advance of the specific details relating to the substitutions and will be given an opportunity to make alternate investment allocations.

Deregistration of the Separate Account. We may deregister Nationwide VLI Separate Account - 7 under the 1940 Act in the event the separate 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 policy owners will be notified in the event we deregister Nationwide VLI Separate Account - 7.

Voting Rights

Although the separate account owns the mutual fund shares, you are the beneficial owner of those shares. When a matter involving a mutual fund is subject to shareholder vote, unless there is a change in existing law, we will vote the separate account's shares only as you instruct.

When a shareholder vote occurs, you will have the right to instruct us how to vote. The weight of your vote is based on the number of mutual fund shares that corresponds to the amount of Cash Value you have allocated to that mutual fund's Sub-Account (as of a date set by the portfolio). We will vote shares for which no instructions are received in the same proportion as those that are received. What this means to you is that when only a small number of policy owners vote, each vote has a greater impact on, and may control the outcome of the vote.

Legal Proceedings

Nationwide Life Insurance Company

Nationwide is a party to litigation and arbitration proceedings in the ordinary course of its business. It is often not possible to determine the ultimate outcome of the pending investigations and legal proceedings or to provide reasonable ranges of potential losses with any degree of certainty. Some matters, including certain of those referred to below, are in very preliminary stages, and Nationwide does not have sufficient information to make an assessment of the plaintiffs' claims for liability or damages. In some of the cases seeking to be certified as class actions, the court has not yet decided whether a class will be certified or (in the event of certification) the size of the class and class period. In many of the cases, the plaintiffs are seeking undefined amounts of damages or other relief, including punitive damages and equitable remedies, which are difficult to quantify and cannot be defined based on the information currently available. Nationwide does not believe, based on information currently known by management, that the outcomes of such pending investigations and legal proceedings are likely to have a material adverse effect on Nationwide's consolidated financial position. However, given the large and/or indeterminate amounts sought in certain of these matters and inherent unpredictability of litigation, it is possible that an adverse outcome in certain matters could have a material adverse effect on Nationwide's consolidated financial results in a particular quarterly or annual period.

In recent years, life insurance companies have been named as defendants in lawsuits, including class action lawsuits relating to life insurance and annuity pricing and sales practices. A number of these lawsuits have resulted in substantial jury awards or settlements against life insurers other than Nationwide.

The financial services industry, including mutual fund, variable annuity, retirement plan, life insurance and distribution companies, has also been the subject of increasing scrutiny by regulators, legislators and the media over the past few years. Numerous regulatory agencies, including the SEC, the Financial Industry Regulatory Authority and the New York State Attorney General, have commenced industry-wide investigations regarding late trading and market timing in connection with mutual funds and variable insurance contracts, and have commenced enforcement actions against some mutual fund and life insurance companies on those issues. Nationwide has been contacted by or received subpoenas from the SEC and the New York State Attorney General, who are investigating market timing in certain mutual funds offered in insurance products sponsored by Nationwide. Nationwide has cooperated with these investigations. Information requests from the New York State Attorney General and the SEC with respect to investigations into late trading and market timing were last responded to by Nationwide and its affiliates in December 2003 and June 2005, respectively, and no further information requests have been received with respect to these matters.

In addition, state and federal regulators and other governmental bodies have commenced investigations, proceedings or inquiries relating to compensation and bidding arrangements and possible anti-competitive activities between insurance producers and brokers and issuers of insurance products, and unsuitable sales and replacements by producers on behalf of the issuer. Also under investigation are compensation and revenue sharing arrangements between the issuers of variable insurance contracts and mutual funds or their affiliates, fee arrangements in retirement plans, the use of side agreements and finite reinsurance agreements, funding agreements issued to back medium-term note (MTN) programs, recordkeeping and retention compliance by broker/dealers, and supervision of former registered representatives. Related investigations, proceedings or inquiries may be commenced in the future. Nationwide and/or its affiliates have been contacted by or received subpoenas from state and federal regulatory agencies and other governmental bodies, state securities law regulators and state attorneys general for information relating to certain of these investigations, including those relating to compensation, revenue sharing and bidding arrangements, anti-competitive activities, unsuitable sales or replacement practices, fee arrangements in retirement plans, the use of side

agreements and finite reinsurance agreements, and funding agreements backing the Nationwide MTN program. Nationwide is cooperating with regulators in connection with these inquiries and will cooperate with Nationwide Mutual Insurance Company (NMIC) in responding to these inquiries to the extent that any inquiries encompass NMIC's operations.

These proceedings are expected to continue in the future and could result in legal precedents and new industry-wide legislation, rules and regulations that could significantly affect the financial services industry, including mutual fund, retirement plan, life insurance and annuity companies. These proceedings also could affect the outcome of one or more of Nationwide's litigation matters. There can be no assurance that any such litigation or regulatory actions will not have a material adverse effect on Nationwide in the future.

On November 20, 2007, Nationwide and Nationwide Retirement Solutions, Inc. (NRS) were named in a lawsuit filed in the Circuit Court of Jefferson County, Alabama entitled *Ruth A. Gwin and Sandra H. Turner, and a class of similarly situated individuals v NLIC, NRS, Alabama State Employees Association, PEBCO, Inc. and Fictitious Defendants A to Z*. The plaintiffs purport to represent a class of all participants in the Alabama State Employees Association (ASEA) plan, excluding members of the Board of Control during the Class Period and excluding ASEA's directors, officers and board members during the class period. The class period is the date from which Nationwide and/or NRS first made a payment to ASEA or PEBCO arising out of the funding agreement dated March 24, 2004 to the date class notice is provided. The plaintiffs allege that the defendants breached their fiduciary duties, converted plan participants' properties, and breached their contract when payments were made and the plan was administered under the funding agreement. The complaint seeks a declaratory judgment, an injunction, disgorgement of amounts paid, compensatory and punitive damages, interest, attorneys' fees and costs, and such other equitable and legal relief to which the plaintiffs and class members may be entitled. On January 9, 2008, Nationwide and NRS filed a Notice of Removal to the United States District Court Northern District of Alabama, Southern Division. On January 16, 2008, Nationwide and NRS filed a motion to dismiss. On January 24, 2008, the plaintiffs filed a motion to remand. The motions have been fully briefed. Nationwide and NRS intend to defend this case vigorously.

On July 11, 2007, Nationwide was named in a lawsuit filed in the United States District Court for the Western District of Washington at Tacoma entitled *Jerre Daniels-Hall and David Hamblen, Individually and on behalf of All Others Similarly Situated v. National Education Association, NEA Member Benefits Corporation, Nationwide Life Insurance Company, Security Benefit Life Insurance Company, Security Benefit Group, Inc., Security Distributors, Inc., et. al.* The plaintiffs seek to represent a class of all current or former National Education Association (NEA) members who participated in the NEA Valuebuilder 403(b) program at any time between January 1, 1991 and the present (and their heirs and/or beneficiaries). The plaintiffs allege that the defendants violated the Employee Retirement Income Security Act of 1974, as amended (ERISA) by failing to prudently and loyally manage plan assets, by failing to provide complete and accurate information, by engaging in prohibited transactions, and by breaching their fiduciary duties when they failed to prevent other fiduciaries from breaching their fiduciary duties. The complaint seeks to have the defendants restore all losses to the plan, restoration of plan assets and profits to participants, disgorgement of endorsement fees, disgorgement of service fee payments, disgorgement of excessive fees charged to plan participants, other unspecified relief for restitution, declaratory and injunctive relief, and attorneys' fees. On October 12, 2007, Nationwide filed a motion to dismiss. The motion has been fully briefed. Nationwide intends to defend this lawsuit vigorously.

On November 15, 2006, Nationwide Financial Services, Inc. (NFS), Nationwide and NRS were named in a lawsuit filed in the United States District Court for the Southern District of Ohio entitled *Kevin Beary, Sheriff of Orange County, Florida, In His Official Capacity, Individually and On Behalf of All Others Similarly Situated v. Nationwide Life Insurance Co., Nationwide Retirement Solutions, Inc. and Nationwide Financial Services, Inc.* The plaintiff seeks to represent a class of all sponsors of 457(b) deferred compensation plans in the United States that had variable annuity contracts with the defendants at any time during the class period, or in the alternative, all sponsors of 457(b) deferred compensation plans in Florida that had variable annuity contracts with the defendants during the class period. The class period is from January 1, 1996 until the class notice is provided. The plaintiff alleges that the defendants breached their fiduciary duties by arranging for and retaining service payments from certain mutual funds. The complaint seeks an accounting, a declaratory judgment, a permanent injunction and disgorgement or restitution of the service fee payments allegedly received by the defendants, including interest. On January 25, 2007, NFS, Nationwide and NRS filed a motion to dismiss. On September 17, 2007, the Court granted the motion to dismiss. On October 1, 2007, the plaintiff filed a motion to vacate judgment and for leave to file an amended complaint. On October 25, 2007, NFS, Nationwide and NRS filed their opposition to the plaintiff's motion. NFS, Nationwide and NRS continue to defend this lawsuit vigorously.

On February 11, 2005, Nationwide was named in a class action lawsuit filed in Common Pleas Court, Franklin County, Ohio entitled *Michael Carr v. Nationwide Life Insurance Company*. The plaintiff claims that the total of modal payments that policyholders paid per year exceeded the guaranteed maximum premium provided for in the policy. The complaint seeks recovery for breach of contract, fraud by omission, violation of the Ohio Deceptive Trade Practices Act and unjust enrichment. The complaint also seeks unspecified compensatory damages, disgorgement of all amounts in excess of the guaranteed maximum premium and attorneys' fees. On February 2, 2006, the court granted the plaintiff's motion for class certification on the breach of contract and unjust enrichment claims. The court certified a class consisting of all residents of the United States and the Virgin Islands who, during the class period, paid premiums on a modal basis to Nationwide for term life insurance policies issued by Nationwide during the class period that provide for guaranteed maximum premiums, excluding certain specified products. Excluded from the class are Nationwide; any parent, subsidiary or affiliate of Nationwide; all employees, officers and directors of

Nationwide; and any justice, judge or magistrate judge of the State of Ohio who may hear the case. The class period is from February 10, 1990 through February 2, 2006, the date the class was certified. On January 26, 2007, the plaintiff filed a motion for summary judgment. On April 30, 2007, Nationwide filed a motion for summary judgment. On February 4, 2008, the Court entered its ruling on the parties' pending motions for summary judgment. The Court granted Nationwide's motion for summary judgment for some of the plaintiffs' causes of action, including breach of contract claims on all decreasing term policies, plaintiff Carr's individual claims for fraud by omission, violation of the Ohio Deceptive Trade Practices Act and all unjust enrichment claims. However, several claims against Nationwide remain, including plaintiff Carr's individual claim for breach of contract and the plaintiff Class' claims for breach of contract for the term life policies in 43 of 51 jurisdictions. The Court has requested additional briefing on Nationwide's affirmative defense that the doctrine of voluntary payment acts as a defense to the breach of contract claims. Nationwide continues to defend this lawsuit vigorously.

On April 13, 2004, Nationwide was named in a class action lawsuit filed in Circuit Court, Third Judicial Circuit, Madison County, Illinois, entitled *Woodbury v. Nationwide Life Insurance Company*. Nationwide removed this case to the United States District Court for the Southern District of Illinois on June 1, 2004. On December 27, 2004, the case was transferred to the United States District Court for the District of Maryland and included in the multi-district proceeding entitled *In Re Mutual Funds Investment Litigation*. In response, on May 13, 2005, the plaintiff filed the first amended complaint purporting to represent, with certain exceptions, a class of all persons who held (through their ownership of an Nationwide annuity or insurance product) units of any Nationwide sub-account invested in mutual funds that included foreign securities in their portfolios and that experienced market timing or stale price trading activity. The first amended complaint purports to disclaim, with respect to market timing or stale price trading in Nationwide's annuities sub-accounts, any allegation based on Nationwide's untrue statement, failure to disclose any material fact, or usage of any manipulative or deceptive device or contrivance in connection with any class member's purchases or sales of Nationwide annuities or units in annuities sub-accounts. The plaintiff claims, in the alternative, that if Nationwide is found with respect to market timing or stale price trading in its annuities sub-accounts, to have made any untrue statement, to have failed to disclose any material fact or to have used or employed any manipulative or deceptive device or contrivance, then the plaintiff purports to represent a class, with certain exceptions, of all persons who, prior to Nationwide's untrue statement, omission of material fact, use or employment of any manipulative or deceptive device or contrivance, held (through their ownership of an Nationwide annuity or insurance product) units of any Nationwide sub-account invested in mutual funds that included foreign securities in their portfolios and that experienced market timing activity. The first amended complaint alleges common law negligence and seeks to recover damages not to exceed \$75,000 per plaintiff or class member, including all compensatory damages and costs. On June 1, 2006, the District Court granted Nationwide's motion to dismiss the plaintiff's complaint. The plaintiff appealed the District Court's decision, and the issues have been fully briefed. Nationwide continues to defend this lawsuit vigorously.

On August 15, 2001, NFS and Nationwide were named in a lawsuit filed in the United States District Court for the District of Connecticut entitled *Lou Haddock, as trustee of the Flyte Tool & Die, Incorporated Deferred Compensation Plan, et al v. Nationwide Financial Services, Inc. and Nationwide Life Insurance Company*. Currently, the plaintiffs' fifth amended complaint, filed March 21, 2006, purports to represent a class of qualified retirement plans under ERISA that purchased variable annuities from Nationwide. The plaintiffs allege that they invested ERISA plan assets in their variable annuity contracts and that Nationwide and NFS breached ERISA fiduciary duties by allegedly accepting service payments from certain mutual funds. The complaint seeks disgorgement of some or all of the payments allegedly received by NFS and Nationwide, other unspecified relief for restitution, declaratory and injunctive relief, and attorneys' fees. To date, the District Court has rejected the plaintiffs' request for certification of the alleged class. On September 25, 2007, NFS' and Nationwide's motion to dismiss the plaintiffs' fifth amended complaint was denied. On October 12, 2007, NFS and Nationwide filed their answer to the plaintiffs' fifth amended complaint and amended counterclaims. On November 1, 2007, the plaintiffs filed a motion to dismiss NFS' and Nationwide's amended counterclaims. On November 15, 2007, the plaintiffs filed a motion for class certification. On February 8, 2008, the Court denied the plaintiffs' motion to dismiss the amended counterclaim, with the exception that it was tentatively granting the plaintiffs' motion to dismiss with respect to the Companies' claim that it could recover any "disgorgement remedy" from plan sponsors. NFS and Nationwide continue to defend this lawsuit vigorously.

Nationwide Investment Services Corporation

The general distributor, NISC, is not engaged in any litigation of any material nature.

Financial Statements

The Statement of Additional Information ("SAI") contains the financial statements of Nationwide VLI Separate Account – 7 and the consolidated financial statements of Nationwide Life Insurance Company and subsidiaries. You may obtain a copy of the SAI **FREE OF CHARGE** by contacting us at the address or telephone number on the first page of this prospectus. Please consider the consolidated financial statements of the company and subsidiaries only as bearing on our ability to meet the obligations under the policy. You should not consider the consolidated financial statements of the company as affecting the investment performance of the assets of the separate account.

Appendix A: Definitions

Accumulation Unit – The measure of your investment in, or share of, a Sub-Account after we deduct for transaction fees and periodic charges. Initially, we set the Accumulation Unit value at \$10 for each Sub-Account.

Attained Age – The Insured's age upon the issue of full insurance coverage plus the number of full years since the Policy Date.

Cash Surrender Value – The Cash Value, subject to Indebtedness and the surrender charge.

Cash Value – The total of the Sub-Accounts you have chosen, which will vary with Investment Experience, and the policy loan and the Fixed Account, to which interest will be credited daily. We will deduct partial surrenders and the policy's periodic charges from the Cash Value.

Code – The Internal Revenue Code of 1986, as amended.

Death Benefit – The amount we pay to the beneficiary upon the Insured's death, before payment of any unpaid outstanding loan balances or charges.

Grace Period – A 61-day period after which the Policy will Lapse if you do not make a sufficient payment.

Home Office – Our Home Offices are located at One Nationwide Plaza, Columbus, Ohio 43215.

In Force – The insurance coverage is in effect.

Indebtedness – The total amount of all outstanding policy loans, including principal and interest due.

Insured – The person whose life we insure under the policy, and whose death triggers the Death Benefit.

Investment Experience – The market performance of a mutual fund/Sub-Account.

Lapse – The policy terminates without value.

Maturity Date – The policy anniversary on or next following the Insured's 100th birthday.

Minimum Required Death Benefit – The amount of Proceeds that must be payable to you upon death of the Insured so that the policy qualifies as life insurance under the Code.

Net Amount At Risk – The policy's base Death Benefit minus the policy's Cash Value.

Net Asset Value (NAV) – The price each share of a mutual fund in which a Sub-Account invests. It is calculated by subtracting the mutual fund's liabilities from its total assets, and dividing that figure by the number of shares outstanding. We use NAV to calculate the value of Accumulation Units. NAV does not reflect deductions we make for charges we take from Sub-Accounts. Accumulation Unit values do reflect these deductions.

Net Premium – Premium after transaction charges, but before any allocation to an investment option.

Policy Continuation Premium Amount – The amount of Premium, on a monthly basis from the Policy Date, stated on the Policy Data Page, that you must pay, in the aggregate, to keep the policy In Force under the Guaranteed policy continuation provision; however, this amount does not account for any increases in the Specified Amount, policy loans or partial surrenders, so you should anticipate paying more if you intend to request an increase in Specified Amount; take a policy loan; or request a partial surrender.

Policy Data Page(s) – The Policy Data Page contains more detailed information about the policy, some of which is unique and particular to the owner, the beneficiary and the Insured.

Policy Date – The date the policy takes effect as shown on the Policy Data Page. Policy years and months are measured from this date.

Policy Proceeds or Proceeds – Policy Proceeds may constitute the Death Benefit, or the amount payable if the policy matures or you choose to surrender the policy adjusted to account for any unpaid charges or policy loans and Rider benefits.

Premium – The amount of money you pay to begin and continue the policy.

Premium Load – The aggregate of the sales load and premium tax charges.

Rider – An optional benefit you may purchase under the policy.

SEC – The Securities and Exchange Commission.

Specified Amount – The dollar or face amount of insurance coverage the owner selects.

Sub-Accounts – The mechanism we use to account for your allocations of Net Premium and cash value among the policy's variable investment options.

Us, we, our or the **company** – Nationwide Life Insurance Company.

Valuation Period – The period during which we determine the change in the value of the Sub-Accounts. One Valuation Period ends and another begins with the close of trading on the New York Stock Exchange.

You, your or the **policy owner or Owner** – The person named as the owner in the application, or the person assigned ownership rights.

Appendix B: Sub-Account Information

The Sub-Accounts listed below invest in corresponding mutual funds that 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.

Please refer to the prospectus for each underlying mutual fund for more detailed information.

AIM Variable Insurance Funds - AIM V.I. Basic Value Fund: Series I Shares

This sub-account is only available in policies issued before May 1, 2008

Investment Adviser: Invesco Aim Advisors, Inc.
Sub-adviser: Invesco Trimark Investment Management, Inc.; Invesco Global Asset Management (N.A.), Inc.; Invesco Institutional (N.A.), Inc.; Invesco Senior Secured Management, Inc.; Invesco Hong Kong Limited; Invesco Asset Management Limited; Invesco Asset Management (Japan) Limited; Invesco Asset Management Deutschland, GmbH; and Invesco Australia Limited
Investment Objective: Long-term growth of capital.

AIM Variable Insurance Funds - AIM V.I. Capital Appreciation Fund: Series I Shares

This sub-account is only available in policies issued before May 1, 2008

Investment Adviser: Invesco Aim Advisors, Inc.
Sub-adviser: Invesco Trimark Investment Management, Inc.; Invesco Global Asset Management (N.A.), Inc.; Invesco Institutional (N.A.), Inc.; Invesco Senior Secured Management, Inc.; Invesco Hong Kong Limited; Invesco Asset Management Limited; Invesco Asset Management (Japan) Limited; Invesco Asset Management Deutschland, GmbH; and Invesco Australia Limited
Investment Objective: Growth of capital.

AIM Variable Insurance Funds - AIM V.I. Capital Development Fund: Series I Shares

Investment Adviser: Invesco Aim Advisors, Inc.
Sub-adviser: Invesco Trimark Investment Management, Inc.; Invesco Global Asset Management (N.A.), Inc.; Invesco Institutional (N.A.), Inc.; Invesco Senior Secured Management, Inc.; Invesco Hong Kong Limited; Invesco Asset Management Limited; Invesco Asset Management (Japan) Limited; Invesco Asset Management Deutschland, GmbH; and Invesco Australia Limited
Investment Objective: Long-term capital growth.

AllianceBernstein Variable Products Series Fund, Inc. - AllianceBernstein Small/Mid Cap Value Portfolio: Class A

Investment Adviser: 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 Adviser: 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 International Fund: Class III

This sub-account is only available in policies issued before May 1, 2008

Investment Adviser: American Century Global Investment Management, Inc.
Investment Objective: Capital growth.
This underlying mutual fund assesses a short-term trading fee (please see "Short-Term Trading Fees" earlier in this prospectus).

American Century Variable Portfolios, Inc. - American Century VP Mid Cap Value Fund: Class I

Investment Adviser: American Century Investment Management, Inc.
Investment Objective: Long-term capital growth with income as a secondary objective.

American Century Variable Portfolios, Inc. - American Century VP Ultra Fund: Class I

This sub-account is only available in policies issued before May 1, 2007

Investment Adviser: American Century Investment Management, Inc.
Investment Objective: Long-term capital growth.

American Century Variable Portfolios, Inc. - American Century VP Value Fund: Class I

Investment Adviser: American Century Investment Management, Inc.
Investment Objective: Long-term capital growth with income as a secondary objective.

American Century Variable Portfolios, Inc. - American Century VP Vista Fund: Class I

This sub-account is only available in policies issued before May 1, 2008

Investment Adviser: American Century Investment Management, Inc.
Investment Objective: Long-term capital growth.

Dreyfus Investment Portfolios - Small Cap Stock Index Portfolio: Service Shares

Investment Adviser: The Dreyfus Corporation
Sub-adviser: Mellon Capital Management
Investment Objective: To match performance of the S&P SmallCap 600 Index®.

Dreyfus Stock Index Fund, Inc.: Initial Shares

Investment Adviser: The Dreyfus Corporation
Sub-adviser: Mellon Capital Management
Investment Objective: To match performance of the S&P 500.

Dreyfus Variable Investment Fund - Appreciation Portfolio: Initial Shares

Investment Adviser: The Dreyfus Corporation
Sub-adviser: Fayez Sarofim
Investment Objective: Long-term capital growth consistent with the preservation of capital.

Federated Insurance Series - Federated Market Opportunity Fund II: Service Shares

This sub-account is only available in policies issued before May 1, 2008

Investment Adviser: Federated Equity Management Company of Pennsylvania
Sub-adviser: Federated Investment Management Company
Investment Objective: To provide moderate capital appreciation and high current income.

Federated Insurance Series - Federated Quality Bond Fund II: Primary Shares

This sub-account is only available in policies issued before May 1, 2008

Investment Adviser: Federated Investment Management Company
Investment Objective: Current income.

Fidelity Variable Insurance Products Fund - VIP Contrafund® Portfolio: Service Class

This sub-account is only available in policies issued before May 1, 2008

Investment Adviser: Fidelity Management & Research Company
Sub-adviser: Fidelity Research & Analysis Company
Investment Objective: Long-term capital appreciation.

Fidelity Variable Insurance Products Fund - VIP Energy Portfolio: Service Class 2

Investment Adviser: Fidelity Management & Research Company
Sub-adviser: FMR Co., Inc.
Investment Objective: Capital appreciation.

This underlying mutual fund assesses a short-term trading fee (please see "Short-Term Trading Fees" earlier in this prospectus).

Fidelity Variable Insurance Products Fund - VIP Equity-Income Portfolio: Service Class

Investment Adviser: Fidelity Management & Research Company
Sub-adviser: Fidelity Research & Analysis Company
Investment Objective: Reasonable income.

Fidelity Variable Insurance Products Fund - VIP Freedom 2010 Portfolio: Service Class

Investment Adviser: Fidelity Management & Research Company
Investment Objective: High total return with a secondary objective of principal preservation as the fund approaches its target date and beyond.

The assets of each VIP Freedom Fund are invested in a combination of other Fidelity VIP funds: domestic and international equity funds, investment-grade and high yield fixed-income funds, and money market/short-term funds (underlying Fidelity funds). Each VIP Freedom Fund, as a shareholder in an underlying Fidelity fund, will indirectly bear its pro rata share of the fees and expenses incurred by the underlying Fidelity fund. Please refer to the prospectus for the VIP Freedom Funds for more information.

Fidelity Variable Insurance Products Fund - VIP Freedom 2020 Portfolio: Service Class

Investment Adviser: Fidelity Management & Research Company
Investment Objective: High total return with a secondary objective of principal preservation as the fund approaches its target date and beyond.

The assets of each VIP Freedom Fund are invested in a combination of other Fidelity VIP funds: domestic and international equity funds, investment-grade and high yield fixed-income funds, and money market/short-term funds (underlying Fidelity funds). Each VIP Freedom Fund, as a shareholder in an underlying Fidelity fund, will indirectly bear its pro rata share of the fees and expenses incurred by the underlying Fidelity fund. Please refer to the prospectus for the VIP Freedom Funds for more information.

Fidelity Variable Insurance Products Fund - VIP Freedom 2030 Portfolio: Service Class

Investment Adviser: Fidelity Management & Research Company
Investment Objective: High total return with a secondary objective of principal preservation as the fund approaches its target date and beyond.

The assets of each VIP Freedom Fund are invested in a combination of other Fidelity VIP funds: domestic and international equity funds, investment-grade and high yield fixed-income funds, and money market/short-term funds (underlying Fidelity funds). Each VIP Freedom Fund, as a shareholder in an underlying Fidelity fund, will indirectly bear its pro rata share of the fees and expenses incurred by the underlying Fidelity fund. Please refer to the prospectus for the VIP Freedom Funds for more information.

Fidelity Variable Insurance Products Fund - VIP Growth Portfolio: Service Class

Investment Adviser: Fidelity Management & Research Company
Sub-adviser: FMR Co., Inc.
Investment Objective: Capital appreciation.

Fidelity Variable Insurance Products Fund - VIP Investment Grade Bond Portfolio: Service Class

Investment Adviser: Fidelity Management & Research Company
Sub-adviser: Fidelity Investments Money Management, Inc.
Investment Objective: High level of current income.

Fidelity Variable Insurance Products Fund - VIP Mid Cap Portfolio: Service Class

Investment Adviser: Fidelity Management & Research Company
Sub-adviser: Fidelity Research & Analysis Company
Investment Objective: Long-term growth of capital.

Fidelity Variable Insurance Products Fund - VIP Overseas Portfolio: Service Class R

Investment Adviser: Fidelity Management & Research Company
Sub-adviser: FMR Co., Inc.
Investment Objective: Long-term capital growth.

This underlying mutual fund assesses a short-term trading fee (please see "Short-Term Trading Fees" earlier in this prospectus).

Fidelity Variable Insurance Products Fund - VIP Value Strategies Portfolio: Service Class

This sub-account is only available in policies issued before May 1, 2006

Investment Adviser: Fidelity Management & Research Company
Sub-adviser: Fidelity Research & Analysis Company
Investment Objective: Capital appreciation.

Franklin Templeton Variable Insurance Products Trust - Franklin Income Securities Fund: Class 2

Investment Adviser: Franklin Advisors, Inc.
Investment Objective: Maximum income while maintaining prospects for capital appreciation.

Franklin Templeton Variable Insurance Products Trust - Franklin Rising Dividends Securities Fund: Class 1

This sub-account is only available in policies issued before May 1, 2006

Investment Adviser: Franklin Advisory Services, LLC
Investment Objective: Long-term capital appreciation.

Franklin Templeton Variable Insurance Products Trust - Franklin Small Cap Value Securities Fund: Class 1

Investment Adviser: Franklin Advisory Services, LLC
Investment Objective: Long-term total return.

Franklin Templeton Variable Insurance Products Trust - Franklin Templeton VIP Founding Funds Allocation Fund: Class 2

Investment Adviser: Franklin Templeton Services, LLC
Investment Objective: Capital appreciation with income as a secondary goal.

Franklin Templeton Variable Insurance Products Trust - Templeton Developing Markets Securities Fund: Class 3

This sub-account is only available in policies issued before May 1, 2008

Investment Adviser: Templeton Asset Management, Ltd.
Investment Objective: Long-term capital appreciation.

This underlying mutual fund assesses a short-term trading fee (please see "Short-Term Trading Fees" earlier in this prospectus).

Franklin Templeton Variable Insurance Products Trust - Templeton Foreign Securities Fund: Class 3

Investment Adviser: Templeton Investment Counsel, LLC
Investment Objective: Long-term capital growth.

This underlying mutual fund assesses a short-term trading fee (please see "Short-Term Trading Fees" earlier in this prospectus).

Franklin Templeton Variable Insurance Products Trust - Templeton Global Income Securities Fund: Class 3

Investment Adviser: Franklin Advisors, Inc.
Investment Objective: High current income consistent with preservation of capital, with capital appreciation as a secondary consideration.

This underlying mutual fund assesses a short-term trading fee (please see "Short-Term Trading Fees" earlier in this prospectus).

Janus Aspen Series - Forty Portfolio: Service Shares

Investment Adviser: Janus Capital Management LLC
Investment Objective: Long-term growth of capital.

Janus Aspen Series - INTECH Risk-Managed Core Portfolio: Service Shares

This sub-account is only available in policies issued before May 1, 2008

Investment Adviser: Janus Capital Management LLC
Sub-adviser: Enhanced Investment Technologies, LLC
Investment Objective: Long-term growth of capital.

Janus Aspen Series - International Growth Portfolio: Service II Shares

Investment Adviser: Janus Capital Management LLC
Investment Objective: Long-term growth of capital.

This underlying mutual fund assesses a short-term trading fee (please see "Short-Term Trading Fees" earlier in this prospectus).

Lehman Brothers Advisers Management Trust - AMT Short Duration Bond Portfolio: I Class

Investment Adviser: Neuberger Berman Management Inc.
Sub-adviser: Neuberger Berman, LLC
Investment Objective: Highest available current income consistent with liquidity and low risk to principal and, secondarily, total return.

MFS® Variable Insurance Trust - MFS Investors Growth Stock Series: Initial Class

This sub-account is only available in policies issued before May 1, 2006

Investment Adviser: Massachusetts Financial Services Company
Investment Objective: Capital appreciation.

MFS® Variable Insurance Trust - MFS Value Series: Initial Class

Investment Adviser: Massachusetts Financial Services Company
Investment Objective: Capital appreciation.

Nationwide Variable Insurance Trust - American Funds NVIT Asset Allocation Fund: Class II

Investment Adviser: Capital Research and Management Company
Investment Objective: Seeks to provide high total return (including income and capital gains) consistent with the preservation of capital.

Nationwide Variable Insurance Trust - American Funds NVIT Bond Fund: Class II

Investment Adviser: Capital Research and Management Company
Investment Objective: Income and more price stability than stocks, and capital preservation over the long term. Seeks to maximize an investor's level of current income and preserve the investor's capital.

Nationwide Variable Insurance Trust - American Funds NVIT Global Growth Fund: Class II

Investment Adviser: Capital Research and Management Company
Investment Objective: Capital appreciation through stocks.

Nationwide Variable Insurance Trust - American Funds NVIT Growth Fund: Class II

Investment Adviser: Capital Research and Management Company
Investment Objective: Capital appreciation principally through investment in stocks.

Nationwide Variable Insurance Trust - American Funds NVIT Growth- Income Fund: Class II

Investment Adviser: Capital Research and Management Company
Investment Objective: Seeks returns from both capital gains as well as income generated by dividends paid by stock issuers.

Nationwide Variable Insurance Trust - Federated NVIT High Income Bond Fund: Class III

Investment Adviser: Nationwide Fund Advisors
Sub-adviser: Federated Investment Management Company
Investment Objective: High current income.

This underlying mutual fund assesses a short-term trading fee (please see "Short-Term Trading Fees" earlier in this prospectus).

Nationwide Variable Insurance Trust - Gartmore NVIT Emerging Markets Fund: Class III

Investment Adviser: Nationwide Fund Advisors
Sub-adviser: Gartmore Global Partners
Investment Objective: Long-term capital growth by investing primarily in equity securities of companies located in emerging market countries.

This underlying mutual fund assesses a short-term trading fee (please see "Short-Term Trading Fees" earlier in this prospectus).

Nationwide Variable Insurance Trust - Gartmore NVIT International Equity Fund: Class VI

Investment Adviser: Nationwide Fund Advisors
Sub-adviser: Gartmore Global Partners
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.

This underlying mutual fund assesses a short-term trading fee (please see "Short-Term Trading Fees" earlier in this prospectus).

Nationwide Variable Insurance Trust - Lehman Brothers NVIT Core Plus Bond Fund: Class I

Investment Adviser: Nationwide Fund Advisors
Sub-adviser: Lehman Brothers Asset Management LLC
Investment Objective: The fund seeks long-term total return.

Nationwide Variable Insurance Trust - Neuberger Berman NVIT Multi Cap Opportunities Fund: Class I

Investment Adviser: Nationwide Fund Advisors
Sub-adviser: Neuberger Berman Management Inc.
Investment Objective: The fund seeks long-term capital growth.

Nationwide Variable Insurance Trust - Neuberger Berman NVIT Socially Responsible Fund: Class II

Investment Adviser: Nationwide Fund Advisors
Sub-adviser: Neuberger Berman Management Inc.
Investment Objective: The Fund seeks long-term total return.

Nationwide Variable Insurance Trust - NVIT Cardinal Aggressive Fund: Class I

Investment Adviser: Nationwide Fund Advisors
Investment Objective: Seeks maximum growth of capital consistent with a more aggressive level of risk as compared to other Cardinal Funds.

Nationwide Variable Insurance Trust - NVIT Cardinal Balanced Fund: Class I

Investment Adviser: Nationwide Fund Advisors
Investment Objective: Seeks a high level of total return through investment in both equity and fixed income securities.

Nationwide Variable Insurance Trust - NVIT Cardinal Capital Appreciation Fund: Class I

Investment Adviser: Nationwide Fund Advisors
Investment Objective: Seeks growth of capital, but also seeks income consistent with a less aggressive level of risk as compared to other Cardinal Funds.

Nationwide Variable Insurance Trust - NVIT Cardinal Conservative Fund: Class I

Investment Adviser: Nationwide Fund Advisors
Investment Objective: Seeks a high level of total return consistent with a conservative level of risk as compared to other Cardinal Funds.

Nationwide Variable Insurance Trust - NVIT Cardinal Moderate Fund: Class I

Investment Adviser: Nationwide Fund Advisors
Investment Objective: Seeks a high level of total return consistent with a moderate level of risk as compared to other Cardinal Funds

Nationwide Variable Insurance Trust - NVIT Cardinal Moderately Aggressive Fund: Class I

Investment Adviser: Nationwide Fund Advisors
Investment Objective: Seeks growth of capital, but also seeks income consistent with a moderately aggressive level of risk as compared to other Cardinal Funds.

Nationwide Variable Insurance Trust - NVIT Cardinal Moderately Conservative Fund: Class I

Investment Adviser: Nationwide Fund Advisors
Investment Objective: Seeks a high level of total return consistent with a moderately conservative level of risk.

Nationwide Variable Insurance Trust - NVIT Core Bond Fund: Class I

Investment Adviser: Nationwide Fund Advisors
Sub-adviser: Nationwide Asset Management, LLC
Investment Objective: The Fund seeks a high level of current income.

Nationwide Variable Insurance Trust - NVIT Government Bond Fund: Class I

Investment Adviser: Nationwide Fund Advisors
Sub-adviser: Nationwide Asset Management, LLC
Investment Objective: To provide a high level of income as is consistent with the preservation of capital.

Nationwide Variable Insurance Trust - NVIT Health Sciences Fund: Class III

Investment Adviser: Nationwide Fund Advisors
Sub-adviser: Aberdeen Asset Management, Inc.
Investment Objective: Long-term capital appreciation.

This underlying mutual fund assesses a short-term trading fee (please see "Short-Term Trading Fees" earlier in this prospectus).

Nationwide Variable Insurance Trust - NVIT International Index Fund: Class VI

Investment Adviser: Nationwide Fund Advisors
Sub-adviser: BlackRock Investment Management, LLC
Investment Objective: To match the performance of the Morgan Stanley Capital International Europe, Australasia and Far East Index ("MSCI EAFE® Index") as closely as possible before the deduction of Fund expenses.

This underlying mutual fund assesses a short-term trading fee (please see "Short-Term Trading Fees" earlier in this prospectus).

Nationwide Variable Insurance Trust - NVIT Investor Destinations Aggressive Fund: Class II

Investment Adviser: Nationwide Fund Advisors
Investment Objective: To maximize growth of capital consistent with a more aggressive level of risk as compared to the other Investor Destinations Funds.

The Nationwide NVIT Investor Destinations Funds are designed to provide diversification and asset allocation across several types of investments and asset classes, primarily by investing in underlying funds. Therefore, a proportionate share of the fees and expenses of the underlying funds are indirectly borne by investors. Please refer to the prospectus for Nationwide NVIT Investor Destinations Funds for more information.

Nationwide Variable Insurance Trust - NVIT Investor Destinations Conservative Fund: Class II

Investment Adviser: Nationwide Fund Advisors
Investment Objective: High level of return consistent with a conservative level of risk compared to the other Investor Destinations Funds.

The Nationwide NVIT Investor Destinations Funds are designed to provide diversification and asset allocation across several types of investments and asset classes, primarily by investing in underlying funds. Therefore, a proportionate share of the fees and expenses of the underlying funds are indirectly borne by investors. Please refer to the prospectus for Nationwide NVIT Investor Destinations Funds for more information.

Nationwide Variable Insurance Trust - NVIT Investor Destinations Moderate Fund: Class II

Investment Adviser: Nationwide Fund Advisors
Investment Objective: High level of total return consistent with a moderate level of risk as compared to other Investor Destinations Funds.

The Nationwide NVIT Investor Destinations Funds are designed to provide diversification and asset allocation across several types of investments and asset classes, primarily by investing in underlying funds. Therefore, a proportionate share of the fees and expenses of the underlying funds are indirectly borne by investors. Please refer to the prospectus for Nationwide NVIT Investor Destinations Funds for more information.

Nationwide Variable Insurance Trust - NVIT Investor Destinations Moderately Aggressive Fund: Class II

Investment Adviser: Nationwide Fund Advisors
Investment Objective: Growth of capital, but also seeks income consistent with a moderately aggressive level of risk as compared to the other Investor Destinations Funds.

The Nationwide NVIT Investor Destinations Funds are designed to provide diversification and asset allocation across several types of investments and asset classes, primarily by investing in underlying funds. Therefore, a proportionate share of the fees and expenses of the underlying funds are indirectly borne by investors. Please refer to the prospectus for Nationwide NVIT Investor Destinations Funds for more information.

Nationwide Variable Insurance Trust - NVIT Investor Destinations Moderately Conservative Fund: Class II

Investment Adviser: Nationwide Fund Advisors
Investment Objective: High level of total return consistent with a moderately conservative level of risk.

The Nationwide NVIT Investor Destinations Funds are designed to provide diversification and asset allocation across several types of investments and asset classes, primarily by investing in underlying funds. Therefore, a proportionate share of the fees and expenses of the underlying funds are indirectly borne by investors. Please refer to the prospectus for Nationwide NVIT Investor Destinations Funds for more information.

Nationwide Variable Insurance Trust - NVIT Mid Cap Growth Fund: Class I

Investment Adviser: Nationwide Fund Advisors
Sub-adviser: NorthPointe Capital, LLC
Investment Objective: Long-term capital appreciation.

Nationwide Variable Insurance Trust - NVIT Mid Cap Index Fund: Class I

Investment Adviser: Nationwide Fund Advisors
Sub-adviser: BlackRock Investment Management, LLC
Investment Objective: Capital appreciation.

Nationwide Variable Insurance Trust - NVIT Money Market Fund: Class I

Investment Adviser: Nationwide Fund Advisors
Sub-adviser: Nationwide Asset Management, LLC
Investment Objective: High level of current income as is consistent with the preservation of capital and maintenance of liquidity.

Nationwide Variable Insurance Trust - NVIT Multi-Manager International Growth Fund: Class III

Investment Adviser: Nationwide Fund Advisors
Sub-adviser: AIM Capital Management, Inc. and American Century Global Investment Management Inc.

Investment Objective: The fund seeks long-term capital growth.

This underlying mutual fund assesses a short-term trading fee (please see "Short-Term Trading Fees" earlier in this prospectus).

Nationwide Variable Insurance Trust - NVIT Multi-Manager International Value Fund: Class III

Investment Adviser: Nationwide Fund Advisors
Sub-adviser: AllianceBernstein Management; JP Morgan Investment Management, Inc.
Investment Objective: Long-term capital appreciation.

This underlying mutual fund assesses a short-term trading fee (please see "Short-Term Trading Fees" earlier in this prospectus).

Nationwide Variable Insurance Trust - NVIT Multi-Manager Large Cap Growth Fund: Class I

Investment Adviser: Nationwide Fund Advisors
Sub-adviser: Goldman Sachs Asset Management; Neuberger Berman Management Inc. and Wells Fargo Investment Management

Investment Objective: The fund seeks long-term capital growth.

Nationwide Variable Insurance Trust - NVIT Multi-Manager Large Cap Value Fund: Class I

Investment Adviser: Nationwide Fund Advisors
Sub-adviser: Goldman Sachs Asset Management, L.P., Wellington Management Company, LLP, and Deutsche Investment Management Americas Inc., doing business as Deutsche Asset Management

Investment Objective: The fund seeks long-term capital growth.

Nationwide Variable Insurance Trust - NVIT Multi-Manager Mid Cap Growth Fund: Class I

Investment Adviser: Nationwide Fund Advisors
Sub-adviser: Neuberger Berman Management Inc. and American Century Investment 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 Adviser: Nationwide Fund Advisors
Sub-adviser: American Century Investment Management; RiverSource Investment Management; Thompson, Siegel & Walmsley, Inc.
Investment Objective: The fund seeks long-term capital growth.

Nationwide Variable Insurance Trust - NVIT Multi-Manager Small Cap Growth Fund: Class I

Investment Adviser: Nationwide Fund Advisors
Sub-adviser: Oberweis Asset Management, Inc.; Waddell & Reed Investment Management Company
Investment Objective: Capital growth.

Nationwide Variable Insurance Trust - NVIT Multi-Manager Small Cap Value Fund: Class I

Investment Adviser: Nationwide Fund Advisors
Sub-adviser: Aberdeen Asset Management, Inc.; Epoch Investment Partners, Inc.; J.P. Morgan Investment Management Inc.
Investment Objective: Capital appreciation.

Nationwide Variable Insurance Trust - NVIT Multi-Manager Small Company Fund: Class I

Investment Adviser: Nationwide Fund Advisors
Sub-adviser: Aberdeen Asset Management, Inc.; American Century Investment Management Inc.; Gartmore Global Partners; Morgan Stanley Investment Management; Neuberger Berman Management, Inc.; Putnam Investment Management, LLC; Waddell & Reed Investment Management Company
Investment Objective: Long-term growth of capital.

Nationwide Variable Insurance Trust - NVIT Nationwide Fund: Class I

Investment Adviser: Nationwide Fund Advisors
Sub-adviser: Aberdeen Asset Management, Inc.
Investment Objective: Total return through a flexible combination of capital appreciation and current income.

Nationwide Variable Insurance Trust - NVIT Short Term Bond Fund: Class II

Investment Adviser: Nationwide Fund Advisors
Sub-adviser: Nationwide Asset Management, LLC
Investment Objective: Seeks to provide a high level of current income.

Nationwide Variable Insurance Trust - NVIT Technology and Communications Fund: Class III

Investment Adviser: Nationwide Fund Advisors
Sub-adviser: Aberdeen Asset Management, Inc.
Investment Objective: Long-term capital appreciation.
This underlying mutual fund assesses a short-term trading fee (please see "Short-Term Trading Fees" earlier in this prospectus).

Nationwide Variable Insurance Trust - NVIT U.S. Growth Leaders Fund: Class I

Investment Adviser: Nationwide Fund Advisors
Sub-adviser: Aberdeen Asset Management, Inc.
Investment Objective: Long-term growth of capital.

Nationwide Variable Insurance Trust - Van Kampen NVIT Comstock Value Fund: Class I

Investment Adviser: Nationwide Fund Advisors
Sub-adviser: Van Kampen Asset Management
Investment Objective: Seeks capital growth and income through investments in equity securities, including common stocks and securities convertibles into common stocks.

Nationwide Variable Insurance Trust - Van Kampen NVIT Multi Sector Bond Fund: Class I

Investment Adviser: Nationwide Fund Advisors
Sub-adviser: Van Kampen Asset Management
Investment Objective: Above average total return over a market cycle of three to five years.

Nationwide Variable Insurance Trust - Van Kampen NVIT Real Estate Fund: Class I

Investment Adviser: Nationwide Fund Advisors
Sub-adviser: Van Kampen Asset Management
Investment Objective: The fund seeks current income and long-term capital appreciation.

Neuberger Berman Advisers Management Trust - AMT Fasciano Portfolio: S Class

This sub-account is only available in policies issued before May 1, 2008

Investment Adviser: Neuberger Berman Management Inc.
Sub-adviser: Neuberger Berman, LLC
Investment Objective: Long-term capital growth.

Neuberger Berman Advisers Management Trust - AMT International Portfolio: S Class

This sub-account is only available in policies issued before May 1, 2008

Investment Adviser: Neuberger Berman Management Inc.
Sub-adviser: Neuberger Berman, LLC
Investment Objective: Long-term growth of capital by investing primarily in common stocks of foreign companies.

This underlying mutual fund assesses a short-term trading fee (please see "Short-Term Trading Fees" earlier in this prospectus).

Neuberger Berman Advisers Management Trust - AMT Regency Portfolio: S Class

This sub-account is only available in policies issued before May 1, 2008

Investment Adviser: Neuberger Berman Management Inc.
Sub-adviser: Neuberger Berman, LLC
Investment Objective: Growth of capital.

Neuberger Berman Advisers Management Trust - AMT Socially Responsive Portfolio: I Class

This sub-account is only available in policies issued before May 1, 2008

Investment Adviser: Neuberger Berman Management Inc.
Sub-adviser: Neuberger Berman, LLC
Investment Objective: Long-term capital growth by investing primarily in securities of companies that meet certain financial criteria and social policy.

Oppenheimer Variable Account Funds - Oppenheimer Capital Appreciation Fund/VA: Non-Service Shares

Investment Adviser: OppenheimerFunds, Inc.
Investment Objective: Capital appreciation by investing in securities of well-known, established companies.

Oppenheimer Variable Account Funds - Oppenheimer Global Securities Fund/VA: Class 3

Investment Adviser: OppenheimerFunds, Inc.
Investment Objective: Long-term capital appreciation by investing a substantial portion of its assets in securities of foreign issuers, "growth-type" companies, cyclical industries and special situations that are considered to have appreciation

This underlying mutual fund assesses a short-term trading fee (please see "Short-Term Trading Fees" earlier in this prospectus).

Oppenheimer Variable Account Funds - Oppenheimer High Income Fund/VA: Class 3

Investment Adviser: OppenheimerFunds, Inc.
Investment Objective: High level of current income.

This underlying mutual fund assesses a short-term trading fee (please see "Short-Term Trading Fees" earlier in this prospectus).

Oppenheimer Variable Account Funds - Oppenheimer High Income Fund/VA: Non-Service Shares

This Portfolio is no longer available to accept transfers or new premium payments effective May 1, 2007

Investment Adviser: OppenheimerFunds, Inc.
Investment Objective: High level of current income.

Oppenheimer Variable Account Funds - Oppenheimer Main Street Fund®/VA: Non-Service Shares

Investment Adviser: OppenheimerFunds, Inc.
Investment Objective: High total return which includes growth in the value of its shares as well as current income from equity and debt securities.

Oppenheimer Variable Account Funds - Oppenheimer Main Street Small Cap Fund®/VA: Non-Service Shares

Investment Adviser: OppenheimerFunds, Inc.
Investment Objective: Capital appreciation.

T. Rowe Price Equity Series, Inc. - T. Rowe Price Blue Chip Growth Portfolio: Class II

Investment Adviser: T. Rowe Price Investment Services
Investment Objective: Long-term capital growth and, secondarily, income.

T. Rowe Price Equity Series, Inc. - T. Rowe Price Equity Income Portfolio: Class II

Investment Adviser: T. Rowe Price Investment Services
Investment Objective: Substantial dividend income as well as long-term growth of capital through investments in the common stocks of established companies.

T. Rowe Price Equity Series, Inc. - T. Rowe Price Limited Term Bond Portfolio: Class II

This sub-account is only available in policies issued before May 1, 2008

Investment Adviser: T. Rowe Price Investment Services
Investment Objective: High level of income consistent with moderate price fluctuation.

The Universal Institutional Funds, Inc. - Core Plus Fixed Income Portfolio: Class I

Investment Adviser: Morgan Stanley Investment Management Inc.
Investment Objective: Above-average total return over a market cycle of three to five years by investing primarily in a diversified portfolio of fixed income securities.

The Universal Institutional Funds, Inc. - U.S. Real Estate Portfolio: Class I

This sub-account is only available in policies issued before May 1, 2008

Investment Adviser: Morgan Stanley Investment Management Inc.
Investment Objective: Above average current income and long-term capital appreciation by investing primarily in equity securities of companies in the U.S. real estate industry, including real estate investment trusts.

To learn more about this policy, you should read the Statement of Additional Information (the "SAI") dated the same date as this prospectus. For a free copy of the SAI, to receive personalized illustrations of Death Benefits, net cash surrender values, and cash values, and to request other information about this policy please call our Service Center at 1-800-547-7548 (TDD: 1-800-238-3035) or write to us at our Service Center at Nationwide Life Insurance Company, 5100 Rings Road, RR1-04-D4, Dublin, OH 43017-1522.

The SAI has been filed with the SEC and is incorporated by reference into this prospectus. The SEC maintains an Internet website (<http://www.sec.gov>) that contains the SAI and other information about us and the policy. Information about us and the policy (including the SAI) 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. 20549-0102. Additional information on the operation of the Public Reference Room may be obtained by calling the SEC at (202) 551-8090.

Investment Company Act of 1940 Registration File No. 811-21610.

Securities Act of 1933 Registration File No. 333-121879.



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