Soloist®

Prospectus dated May 1, 2018

An Individual Deferred Variable Annuity Contract
Issued by Nationwide Life Insurance Company
Through its Nationwide Variable Account

Nationwide®
is on your side

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

Prospectus supplement dated November 28, 2018
to the following prospectus(es):

Soloist dated May 1, 2018

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

At a meeting held on November 14, 2018, the Board of Trustees of Virtus Equity Trust (the ″Board″), on behalf of Virtus Strategic Allocation Fund, approved the merger of the Virtus Strategic Allocation Fund (the ″Target Fund″) into the Virtus Tactical Allocation Fund (the ″Surviving Fund″). The merger will be effective on or about January 25, 2019 (the ″Effective Date″).

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

- 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:

Virtus Tactical Allocation Fund: Class A

Investment Adviser:	Virtus Investment Advisers, Inc.
Sub-adviser:	Kayne Anderson Rudnick, Newfleet Asset Management, LLC and Duff & Phelps Investment Management
Investment Objective:	The fund has investment objectives of capital appreciation and income.

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

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 August 14, 2018

to the following prospectus(es):

Soloist dated May 1, 2018

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

The Board of Directors of Dreyfus Investment Grade Funds, Inc. (the ″Company″) approved an Agreement and Plan of Reorganization (the ″Agreement″) between the Company, on behalf of Dreyfus Intermediate Term Income Fund (the ″Fund″), and BNY Mellon Absolute Insight Funds, Inc., on behalf of BNY Mellon Insight Core Plus Fund (the ″Acquiring Fund″).

The Agreement provides for the assets of the Fund to be transferred to the Acquiring Fund in exchange for shares of the Acquiring Fund and the assumption by the Acquiring Fund of the Fund's stated liabilities, the distribution of such shares of the Acquiring Fund to Fund shareholders and the subsequent termination of the Fund (the ″Reorganization″).

It is currently contemplated that the shareholders of the Fund as of June 25, 2018 will be asked to approve the Agreement on behalf of the Fund at a special meeting of shareholders to be held on or about September 5, 2018. If the Agreement is approved, the Reorganization will become effective on or about October 19, 2018 (the ″Reorganization Effective Date″).

In anticipation of the Reorganization, the following changes apply to the contract:

- Effective on or about July 27, 2018 (the ″Sales Discontinuance Date″), the Fund will be closed to any investments for new accounts. Shareholders of the Fund as of the Sales Discontinuance Date may continue to make additional purchases and reinvest dividends and capital gains into their existing Fund accounts up until the Reorganization.
- On the Reorganization Effective Date, the assets of the Fund will be transferred to the Acquiring Fund in exchange for shares of the Acquiring Fund.
- On the Reorganization Effective Date, the Fund will be dissolved.
- On the Reorganization Effective Date, the Acquiring Fund is added as an investment option under the contract, and the following disclosure is added to *Appendix A: Subaccount Information*:

BNY Mellon Insight Core Plus Fund: Class A

Investment Advisor:	The Dreyfus Corporation
Sub-advisor:	Insight North America LLC
Investment Objective:	The fund seeks high total return consistent with preservation of capital.

- On the Reorganization Effective Date, any and all references in the prospectus to the Fund are deleted and replaced with the Acquiring Fund.

Prospectus supplement dated June 25, 2018

to the following prospectus(es):

Soloist dated May 1, 2018

Successor 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 June 13, 2018, at a meeting of the Board of Trustees (the ″Board″) of Nationwide Mutual Funds, the Board approved the termination of Boston Advisors, LLC as the subadviser to the Nationwide Growth Fund (the ″Fund″) and approved the appointment of BNY Mellon Asset Management of 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″).

Prospectus supplement dated June 25, 2018

to the following prospectus(es):

Soloist dated May 1, 2018

Successor 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 prospectus offers the following underlying mutual fund(s) as investment option(s) under the contract. Effective July 15, 2018, the name of the investment option(s) are updated as indicated below:

CURRENT NAME	UPDATED NAME
Nationwide Growth Fund: R6 Class	Nationwide Dynamic U.S. Growth Fund – Class R6
Nationwide Growth Fund: Class A	Nationwide Dynamic U.S. Growth Fund – Class A

Prospectus supplement dated May 10, 2018

to the following prospectus(es):

Soloist dated May 1, 2018

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

The following disclosure change is made to the prospectus:

The prospectus offers the following underlying mutual fund as an investment option under the contract/policy. Effective May 1, 2018, the name of the investment option is updated as indicated below:

CURRENT NAME	UPDATED NAME
Neuberger Berman Socially Responsive Fund: Trust Class	Neuberger Berman Sustainable Equity Fund: Trust Class

Soloist®

Individual Deferred Variable Annuity Contracts

Issued by

Nationwide Life Insurance Company

through its

Nationwide Variable Account

The date of this prospectus is May 1, 2018.

This prospectus contains basic information about the contracts that should be understood before investing. Read this prospectus carefully and keep it for future reference. The contract described in this prospectus is no longer available for purchase.

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

The Statement of Additional Information (dated May 1, 2018), which contains additional information about the contracts and the Variable Account, has been filed with the SEC and is incorporated herein by reference. The table of contents for the Statement of Additional Information is on page 36. To obtain free copies of the Statement of Additional Information or to make any other service requests, contact Nationwide by one of the methods described in *Contacting the Service Center*.

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

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

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

- Aberdeen Global Unconstrained Fixed Income Fund: Institutional Service Class
- Aberdeen U.S. Multi-Cap Equity Fund: Institutional Service Class
- American Century Income & Growth Fund: Investor Class
- American Century Short Term Government Fund: Investor Class
- American Century Ultra® Fund: Investor Class
- American Century Variable Portfolios, Inc. - American Century VP International Fund: Class II
- Delaware High-Yield Opportunities Fund: Institutional Class
- Dreyfus Appreciation Fund, Inc.

- Dreyfus Intermediate Term Income Fund: Class A
- Dreyfus S&P 500 Index Fund
- Federated Bond Fund: Class F Shares
- Federated High Yield Trust: Service Shares
- Fidelity Advisor® Balanced Fund: Class M
- Fidelity Advisor® Equity Income Fund: Class M
- Fidelity Advisor® Growth Opportunities Fund: Class M
- Fidelity Asset Manager 50%
- Fidelity Equity-Income Fund
- Fidelity Magellan® Fund
- Fidelity Puritan Fund
- Fidelity Variable Insurance Products Fund - VIP Overseas Portfolio: Service Class 2
- Franklin Mutual Series Fund, Inc. - Mutual Shares Fund: Class A
- Invesco Mid Cap Growth Fund: Class A
- Lazard U.S. Small-Mid Cap Equity Portfolio: Open Shares
- MFS® Strategic Income Fund: Class A
- Nationwide Bond Fund: Institutional Service Class
- Nationwide Fund: Institutional Service Class
- Nationwide Government Money Market Fund - Investor Shares
- Nationwide Growth Fund: Class A
- Nationwide Inflation-Protected Securities Fund: Institutional Service Class
- Nationwide S&P 500 Index Fund: Service Class
- Nationwide Variable Insurance Trust - NVIT Investor Destinations Aggressive Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Investor Destinations Conservative Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Investor Destinations Moderate Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Investor Destinations Moderately Aggressive Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Investor Destinations Moderately Conservative Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Multi-Manager International Growth Fund: Class II
- Nationwide Variable Insurance Trust - Templeton NVIT International Value Fund: Class I
- Neuberger Berman Socially Responsive Fund: Trust Class
- Oppenheimer Variable Account Funds - Oppenheimer Global Fund/VA: Service Shares
- Virtus Strategic Allocation Fund: Class A
- Wells Fargo Intrinsic Value Fund: Administrative Class

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

Glossary of Special Terms

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

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

Annuitization Date – The date on which annuity payments begin.

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

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

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

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

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

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

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

ERISA – The Employee Retirement Income Security Act of 1974, as amended.

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

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

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

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

Nationwide – Nationwide Life Insurance Company.

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

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

Qualified Plan – A retirement plan that receives favorable tax treatment under Section 401 or 403(a) of the Internal Revenue Code.

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

SEC – Securities and Exchange Commission.

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

Simple IRA – An Individual Retirement Account as defined by Section 408(a) or an Individual Retirement Annuity as defined by Section 408(b) of the Internal Revenue Code to which the only contributions that can be made are contributions under a Simple Plan and rollovers or transfers from another Simple IRA.

Simple Plan – The Savings Incentive Match Plan for Employees of Small Employers. This plan is a written arrangement established under Section 408(p) of the Internal Revenue Code which provides a simplified tax-favored retirement plan for Small Employers. In a Simple Plan, each employee may choose whether to have the Small Employer make payments as contributions under the Simple Plan or to receive these payments directly in cash. A Small Employer that chooses to establish a Simple Plan must make either matching contributions or non-elective contributions. All contributions under a Simple Plan are made to Simple IRAs.

Small Employer – An employer that had no more than 100 employees who earned $5,000 or more in compensation during the preceding calendar year.

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

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

Two-Year Period – The Two-Year Period begins on the first day in which contributions made by a Small Employer are deposited into the individual employee's Simple IRA.

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

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

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

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Contract Expenses

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

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

Contract Owner Transaction Expenses

Maximum Contingent Deferred Sales Charge ("CDSC") for contracts issued on or after January 1,1993 (as a percentage of purchase payments surrendered)	7%[1]

Range of CDSC over time:

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

Some state jurisdictions require a lower CDSC schedule. Please refer to your contract for state specific information.

Maximum CDSC for contracts issued prior to January 1, 1993	5%[2]
Maximum Premium Tax Charge (as a percentage of purchase payments)	5%[3]
Maximum Short-Term Trading Fee (as a percentage of transaction amount)	1%

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

Recurring Contract Expenses

Maximum Annual Contract Maintenance Charge	$30[4]
Variable Account Annual Expenses (assessed as an annualized rate of total Variable Account charges as a percentage of the Daily Net Assets)[5]	
Variable Account Annual Expenses for contracts issued on or after January 1, 1993	
Mortality and Expense Risk Charge	1.25%
Administration Charge	0.05%
Total Variable Account Annual Expenses	1.30%
Variable Account Annual Expenses for contracts issued prior to January 1, 1993	
Mortality and Expense Risk Charge	1.30%

1 Starting with the second year after a purchase payment has been made, 10% of that purchase payment may be withdrawn without a CDSC. The CDSC is waived:

- for first year withdrawals of up to 10% of purchase payments for IRAs; or
- for any amount withdrawn to meet minimum distribution requirements for this contract under the Internal Revenue Code.

This free withdrawal privilege is non-cumulative. Free amounts not taken during any given Contract Year cannot be taken as free amounts in a subsequent Contract Year. The Internal Revenue Code may impose restrictions on withdrawals from contracts issued to fund Qualified Plans.

As required by federal law, no CDSC will be assessed to contracts issued under a Simple Plan. References throughout this prospectus to CDSC do not apply to contracts issued under Simple Plans.

2 After the first year from the date of any purchase payment, the Contract Owner may withdraw 5% of that purchase payment without a CDSC.

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

4 The Contract Maintenance Charge is deducted annually from all contracts on each Contract Anniversary and upon a full surrender of the contract.

5 These charges apply only to Sub-Account allocations. They do not apply to allocations made to the Fixed Account. They are charged on a daily basis at the annualized rate noted above.

Underlying Mutual Fund Annual Expenses

The next table provides the minimum and maximum total operating expenses, as of December 31, 2017, charged by the underlying mutual funds that the Contract Owner may pay periodically during the life of the contract. The table does not reflect Short-Term Trading Fees. More detail concerning each underlying mutual fund's fees and expenses is contained in the prospectus for each underlying mutual fund.

Total Annual Underlying Mutual Fund Operating Expenses	Minimum	Maximum
(expenses that are deducted from underlying mutual fund assets, including management fees, distribution (12b-1) fees, and other expenses, as a percentage of average underlying mutual fund assets)	0.47%	2.60%

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

Example

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

The Example assumes:

- a $10,000 investment in the contract for the time periods indicated;
- a 5% return each year;
- the maximum and the minimum fees and expenses of any of the underlying mutual funds;
- the seven year CDSC schedule;
- a $30 Contract Maintenance Charge expressed as a percentage of the average account size; and
- the total Variable Account charges associated with the contract (1.30%).

	If you surrender your contract at the end of the applicable time period				If you annuitize your contract at the end of the applicable time period				If you do not surrender your contract			
	1 Yr.	3 Yrs.	5 Yrs.	10 Yrs.	1 Yr.	3 Yrs.	5 Yrs.	10 Yrs.	1 Yr.	3 Yrs.	5 Yrs.	10 Yrs.
Maximum Total Underlying Mutual Fund Operating Expenses (2.60%)	$1,041	$1,731	$2,431	$4,529	*	$1,331	$2,231	$4,529	$441	$1,331	$2,231	$4,529
Minimum Total Underlying Mutual Fund Operating Expenses (0.47%)	$ 817	$1,071	$1,350	$2,472	*	$ 671	$1,150	$2,472	$217	$ 671	$1,150	$2,472

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

Synopsis of the Contracts

The contracts described in this prospectus are Individual Deferred Variable Annuity Contracts. Contracts issued prior to January 1, 1993 were issued to the trustees of Qualified Plans as Qualified Contracts. All contracts issued on or after January 1, 1993 were issued to custodians of Individual Retirement Accounts for the benefit of Individual Retirement Account holders.

Contracts issued after January 1, 1993 do not qualify for tax-deferral under federal tax rules governing non-qualified annuities or Individual Retirement Annuities. Such contracts are, however, issued to custodians of Individual Retirement Accounts for the benefit of Individual Retirement Account holders. Such account holders will be the Annuitant under these contracts. Annuity payments under the contracts are deferred until a selected later date.

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

The contracts described in this prospectus are no longer available for purchase.

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

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

Surrenders/Withdrawals

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

Mortality and Expense Risk Charge

For contracts issued on or after January 1, 1993, Nationwide deducts a Mortality and Expense Risk Charge equal to an annualized rate of 1.25% of the Daily Net Assets. For contracts issued before January 1, 1993, Nationwide deducts a Mortality and Expense Risk Charge equal to an annualized rate of 1.30% of the Daily Net Assets. The Mortality and Expense Risk Charge compensates Nationwide for providing the insurance benefits under the contract, including the contract's standard death benefit. It also compensates Nationwide for assuming the risk that Annuitants will live longer than assumed. Finally, the Mortality and Expense Risk Charge compensates Nationwide for guaranteeing that charges will not increase regardless of actual expenses. Nationwide may realize a profit from this charge.

Administrative Charge

For contracts issued on or after January 1, 1993, Nationwide deducts an Administrative Charge equal to an annualized rate of 0.05% of the Daily Net Assets. The Administrative Charge reimburses Nationwide for administrative costs it incurs resulting from providing contract benefits, including preparation of the contract and prospectus, confirmation statements, annual account statements and annual reports, legal and accounting fees, as well as various related expenses. Nationwide may realize a profit from this charge.

Contract Maintenance Charge

Each year on the Contract Anniversary (and on the date of surrender upon full surrender of the contact), Nationwide deducts a Contract Maintenance Charge of $30 from the Contract Value. This charge reimburses Nationwide for administrative expenses relating to the issuance and maintenance of the contract. For contracts issued to Qualified Plans described in Section 401 of the Internal Revenue Code established on or after January 1, 1993 and SEP IRAs established between January 1, 1993 and August 1, 1994, the Contract Maintenance Charge varies from $0 to $30 depending on certain underwriting considerations. Such underwriting considerations include the size of the group, the average participant account balance transferred to Nationwide, if any, and administrative savings. For contracts issued to Qualified Plans described in Section 401 of the Internal Revenue Code and SEP IRAs established on or after August 1, 1994, the Contract Maintenance Charge varies from $0 to $12. Variances are based on internal underwriting guidelines. The Contract Maintenance Charge will be deducted proportionately from the Fixed Account and Variable Account in the same percentages as purchase payments are allocated at the time of the deduction.

Contingent Deferred Sales Charge

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

For contracts issued before January 1, 1993, Nationwide will deduct a CDSC not to exceed 5% of purchase payments withdrawn.

As required by federal law, no CDSC will be assessed to contracts issued under a Simple Plan. References throughout this prospectus to CDSC do not apply to contracts issued under Simple Plans.

Underlying Mutual Fund Annual Expenses

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

Short-Term Trading Fees

Some underlying mutual funds may assess (or reserve the right to assess) a short-term trading fee in connection with transfers from a Sub-Account that occur within 60 days after the date of allocation to the Sub-Account.

Any short-term trading fee assessed by any underlying mutual fund available in conjunction with the contracts described in this prospectus will equal 1% of the amount determined to be engaged in short-term trading.

Annuity Payments

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

Taxation

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

Cancellation of the Contract

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

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

Condensed Financial Information

The value of an Accumulation Unit is determined on the basis of changes in the per share value of the underlying mutual funds and the assessment of Variable Account charges. Refer to *Appendix B: Condensed Financial Information* for Accumulation Unit value information.

Financial Statements

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

Nationwide Life Insurance Company

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

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

Nationwide Investment Services Corporation

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

Investing in the Contract

The Variable Account and Underlying Mutual Funds

Nationwide Variable Account is a variable account that invests in the underlying mutual funds listed in *Appendix A: Underlying Mutual Fund Information*. Nationwide established the Variable Account on March 3, 1976 pursuant to Ohio law. Although the Variable Account is registered with the SEC as a unit investment trust pursuant to the Investment Company Act of 1940 (″1940 Act″), the SEC does not supervise the management of Nationwide or the Variable Account.

Income, gains, and losses credited to or charged against the Variable Account reflect the Variable Account's own investment experience and not the investment experience of Nationwide's other assets. The Variable Account's assets are held separately from Nationwide's assets and are not chargeable with liabilities incurred in any other business of Nationwide. Nationwide is obligated to pay all amounts promised to Contract Owners under the contracts.

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

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

The particular underlying mutual funds available under the contract may change from time to time. Specifically, underlying mutual funds or underlying mutual fund share classes that are currently available may be removed or closed off to future investment. New underlying mutual funds or new share classes of currently available underlying mutual funds may be added. Contract Owners will receive notice of any such changes that affect their contract. The underlying mutual funds, which sell their shares to the Sub-Accounts pursuant to participation agreements, also may terminate these agreements and discontinue offering their shares to the Sub-Accounts.

Voting Rights

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

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

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

Material Conflicts

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

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

Substitution of Securities

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

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

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

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

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

Deregistration of the Variable Account

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

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

The Fixed Account

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

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

Nationwide reserves the right to refuse transfers to the Fixed Account if the Fixed Account is (or would be after the transfer) equal to or greater than 25% of the Contract Value at the time the transfer is requested. Generally, Nationwide will invoke this right when interest rates are low by historical standards.

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

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

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

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

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

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

Fixed Account Interest Rate Guarantee Period

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

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

Contacting the Service Center

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

- by telephone at 1-800-848-6331 (TDD 1-800-238-3035)
- by mail to P.O. Box 182021, Columbus, Ohio 43218-2021

- by fax at 1-888-634-4472
- by Internet at www.nationwide.com.

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

Not all methods of communication are available for all types of requests. To determine which methods are permitted for a particular request, refer to the specific transaction provision in this prospectus or call the Service Center. Requests submitted by means other than described in this prospectus could be returned or delayed.

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

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

The Contract in General

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

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

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

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

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

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

Cybersecurity

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

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

Reservation of Rights

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

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

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

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

Distribution, Promotional, and Sales Expenses

Nationwide pays commissions to the firms that sell the contracts. The maximum gross commission that Nationwide will pay on the sale of the contracts is 5.25% of purchase payments. **Note:** The individual registered representatives typically receive only a portion of this amount; the remainder is retained by the firm. Nationwide may also, instead of a premium-based commission, pay an asset-based commission (sometimes referred to as ″trails″ or ″residuals″), or a combination of the two.

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

Underlying Mutual Fund Service Fee Payments

Nationwide's Relationship with the Underlying Mutual Funds

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

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

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

Types of Payments Nationwide Receives

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

Nationwide or its affiliates receive the following types of payments:

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

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

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

Amount of Payments Nationwide Receives

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

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

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

Identification of Underlying Mutual Funds

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

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

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

Treatment of Unclaimed Property

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

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

Profitability

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

Contract Modification

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

Charges and Deductions

Mortality and Expense Risk Charge

For contracts issued on or after January 1, 1993, Nationwide deducts a Mortality and Expense Risk Charge equal to an annualized rate of 1.25% of the Daily Net Assets. For contracts issued before January 1, 1993, Nationwide deducts a Mortality and Expense Risk Charge equal to an annualized rate of 1.30% of the Daily Net Assets. The Mortality and Expense Risk Charge compensates Nationwide for providing the insurance benefits under the contract, including the contract's standard death benefit. It also compensates Nationwide for assuming the risk that Annuitants will live longer than assumed. Finally, the Mortality and Expense Risk Charge compensates Nationwide for guaranteeing that charges will not increase regardless of actual expenses. Nationwide may realize a profit from this charge.

Administrative Charge

For contracts issued on or after January 1, 1993, Nationwide deducts an Administrative Charge equal to an annualized rate of 0.05% of the Daily Net Assets. The Administrative Charge reimburses Nationwide for administrative costs it incurs resulting from providing contract benefits, including preparation of the contract and prospectus, confirmation statements, annual account statements and annual reports, legal and accounting fees, as well as various related expenses. Nationwide may realize a profit from this charge.

Contingent Deferred Sales Charge

No sales charge deduction is made from purchase payments upon deposit into the contract. However, if any part of the contract is withdrawn, Nationwide may deduct a CDSC. The CDSC will not exceed 7% of purchase payments withdrawn (5% of purchase payments withdrawn for contracts issued prior to January 1, 1993). As required by federal law, no CDSC will be assessed to contracts issued under a Simple Plan. References throughout this prospectus to CDSC do not apply to contracts issued under Simple Plans.

For purposes of calculating the CDSC, withdrawals are considered to come first from the oldest purchase payment made to the contract, then the next oldest purchase payment, and so forth. CDSC provisions vary by state. Refer to the contract for state specific information.

For contracts issued on or after January 1, 1993, the CDSC is calculated by multiplying the applicable CDSC percentage (noted in the following table) by the amount of purchase payments withdrawn:

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

Starting with the second year after a purchase payment has been made under the contract, 10% of that purchase payment may be withdrawn each year without imposition of the CDSC. This free withdrawal privilege is non-cumulative and will not exceed 10% of the purchase payment in any year. The CDSC is waived:

(a) for first year withdrawals of up to 10% of purchase payments for Individual Retirement Account rollover contracts; or

(b) for any amount withdrawn from this contract in order to meet minimum distribution requirements for this contract under the Internal Revenue Code.

For contracts issued before January 1, 1993, Nationwide may deduct a CDSC equal to 5% of the lesser of the total of all purchase payments made within eight years of the date of the withdrawal request, or the amount withdrawn. In no event will any CDSC be charged against any amounts held under the contract for at least eight years. Certain partial withdrawals may be requested for which no CDSC will be assessed. For any purchase payments made, the Contract Owner (or Annuitant, if applicable) may, after the first year from the date of each purchase payment, withdraw without a CDSC, up to 5% of that purchase payment for each year that the purchase payment has remained on deposit (less the amount of such purchase payment previously withdrawn free of charge).

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

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

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

Waiver of Contingent Deferred Sales Charge

For contracts sold to Qualified Plans established on or after January 1, 1993, as described in Section 401 of the Internal Revenue Code, SEP IRAs sold on or after January 1, 1993, and Roth IRAs, Nationwide will waive the CDSC when:

- the plan participant experiences a case of hardship (as provided in Internal Revenue Code Section 403(b) and as defined for purposes of Internal Revenue Code Section 401(k));
- the plan participant becomes disabled (within the meaning of Internal Revenue Code Section 72(m)(7));
- the plan participant attains age 59½ and has participated in the contract for at least five years, as determined from the Contract Anniversary immediately preceding the distribution;
- the plan participant has participated in the contract for at least 15 years as determined from the Contract Anniversary immediately preceding the distribution;
- the plan participant dies; or
- the contract is annuitized after two years from the inception of the contract.

For Individual Retirement Accounts, Nationwide will waive the CDSC when:

- the designated Annuitant dies; or
- the contract is annuitized after two years from the inception of the contract.

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

In no event will elimination of the CDSC be permitted where such elimination would be unfairly discriminatory to any person, or where it is prohibited by law.

Contract Maintenance Charge

Each year on the Contract Anniversary (and on the date of surrender upon full surrender of the contact), Nationwide deducts a Contract Maintenance Charge of $30 from the Contract Value. This charge reimburses Nationwide for administrative expenses relating to the issuance and maintenance of the contract. For contracts issued to Qualified Plans described in Section 401 of the Internal Revenue Code established on or after January 1, 1993 and SEP IRAs established between January 1, 1993 and August 1, 1994, the Contract Maintenance Charge varies from $0 to $30 depending on certain underwriting considerations. Such underwriting considerations include the size of the group, the average participant account balance transferred to Nationwide, if any, and administrative savings. For contracts issued to Qualified Plans described in Section 401 of the Internal Revenue Code and SEP IRAs established on or after August 1, 1994, the Contract Maintenance Charge varies from $0 to $12. Variances are based on internal underwriting guidelines. The Contract Maintenance Charge will be deducted proportionately from the Fixed Account and Variable Account in the same percentages as purchase payments are allocated at the time of the deduction.

Premium Taxes

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

Short-Term Trading Fees

Some underlying mutual funds may assess (or reserve the right to assess) a short-term trading 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 underlying mutual fund (and Contract Owners with interests in the underlying mutual fund) for the negative impact on fund performance that may result from frequent, short-term trading strategies. Short-term trading fees are not intended to affect the large majority of Contract Owners not engaged in such strategies.

Any short-term trading fee assessed by any underlying mutual fund available in conjunction with the contracts described in this prospectus 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 underlying mutual funds that charge such fees (see the underlying mutual fund prospectus). Contract Owners are responsible for monitoring the length of time allocations are held in any particular Sub-Account. Nationwide will not provide advance notice of the assessment of any applicable short-term trading fee.

To determine whether a particular underlying mutual fund assesses (or reserves the right to assess) a short-term trading fee, see *Appendix A: Underlying Mutual Fund Information*.

If a short-term trading fee is assessed, the underlying mutual fund will charge the Variable Account 1% of the amount determined to be engaged in short-term trading. The Variable Account will then pass the short-term trading fee on to the specific Contract Owner that engaged in short-term trading by deducting an amount equal to the short-term trading fee from that Contract Owner's Sub-Account value. All such fees will be remitted to the underlying mutual fund; none of the fee proceeds will be retained by Nationwide or the Variable Account.

When multiple purchase payments (or exchanges) are made to a Sub-Account that is subject to short-term trading fees, transfers 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, units held the longest time will be treated as being transferred first, and 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;
- withdrawals, including CDSC-free withdrawals;
- withdrawals of Annuity Units to make annuity payments;
- withdrawals of Accumulation Units to pay the Contract Maintenance Charge;
- withdrawals of Accumulation Units to pay a death benefit; or
- transfers made upon annuitization of the contract.

New share classes of currently available underlying mutual funds may be added as investment options under the contracts. These new share classes may require the assessment of short-term trading fees. When these new share classes are added, new purchase payment allocations and exchange reallocations to the underlying mutual funds in question may be limited to the new share class.

Ownership and Interests in the Contract

Contract Owner

All contract rights are exercised by the Annuitant. Throughout this prospectus, all discussions relating to the rights and capabilities of a Contract Owner under the contracts apply to the Annuitant.

Annuitant

The Annuitant is the person who will receive annuity payments and upon whose continuation of life any annuity payment involving life contingencies depends. This person must be age 78 or younger at the time of contract issuance, unless Nationwide approves a request for an Annuitant of greater age.

The Contract Owner may not name a new Annuitant without Nationwide's consent.

Although not the Contract Owner, the Annuitant may exercise contract rights if authorized by the holder of the contract (an Individual Retirement Account or Qualified Plan trustee(s)).

Contingent Annuitant

If the Annuitant dies before the Annuitization Date, the Contingent Annuitant becomes the Annuitant. The Contingent Annuitant must be age 78 or younger at the time of contract issuance, unless Nationwide approves a request for a Contingent Annuitant of greater age.

If a Contingent Annuitant is named, all provisions of the contract that are based on the Annuitant's death prior to the Annuitization Date will be based on the death of the last survivor of the Annuitant and Contingent Annuitant.

Only Non-Qualified Contract Owners may name a Contingent Annuitant.

Joint Annuitant

The joint annuitant is designated as a second person (in addition to the Annuitant) upon whose continuation of life any annuity payment involving life contingencies depends. The joint annuitant is named at the time of annuitization.

Beneficiary and Contingent Beneficiary

The beneficiary is the person who is entitled to the death benefit if the Annuitant (and Contingent Annuitant, if applicable) dies before the Annuitization Date. The Contract Owner can name more than one beneficiary. Multiple beneficiaries will share the death benefit equally, unless otherwise specified.

A contingent beneficiary will succeed to the rights of the beneficiary if no beneficiary is alive when a death benefit is paid. The Contract Owner can name more than one contingent beneficiary. Multiple contingent beneficiaries will share the death benefit equally, unless otherwise specified.

Changes to the Parties to the Contract

Prior to the Annuitization Date (and subject to any existing assignments), the Annuitant exercising the right of the Contract Owner may request to change the following:

- Annuitant;
- Contingent Annuitant;
- beneficiary; or
- contingent beneficiary.

The Annuitant must submit the request to Nationwide in writing and Nationwide must receive the request at the Service Center before the Annuitization Date. Once Nationwide receives and records the change request, the change will be effective as of the date the written request was signed (unless otherwise specified by the Annuitant), whether or not the Annuitant is living at the time it was recorded. The change will not affect any action taken by Nationwide before the change was recorded.

Nationwide reserves the right to reject any change request that would alter the nature of the risk that Nationwide assumed when it originally issued the contract.

Operation of the Contract

Pricing

Generally, Nationwide prices Accumulation Units on each day that the New York Stock Exchange is open. (Pricing is the calculation of a new Accumulation Unit value that reflects that day's investment experience.)

Accumulation Units are not priced when the New York Stock Exchange is closed or on the following nationally recognized holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents' Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving
- Christmas

Nationwide also will not price purchase payments, withdrawals, or transfers if:

(1) trading on the New York Stock Exchange is restricted;

(2) an emergency exists making disposal or valuation of securities held in the Variable Account impracticable; or

(3) the SEC, by order, permits a suspension or postponement for the protection of security holders.

Rules and regulations of the SEC will govern as to when the conditions described in (2) and (3) exist. If Nationwide is closed on days when the New York Stock Exchange is open, Contract Value may change and Contract Owners will not have access to their accounts.

Application and Allocation of Purchase Payments

Initial Purchase Payments

Initial purchase payments will be priced at the Accumulation Unit value next determined no later than two business days after receipt of an order to purchase if the application and all necessary information are complete and are received at the Service Center before the close of the New York Stock Exchange, which generally occurs at 4:00 p.m. EST. If the order is received after the close of the New York Stock Exchange, the initial purchase payment will be priced within two business days after the next Valuation Date.

If an incomplete application is not completed within five business days after receipt at the Service Center, the prospective purchaser will be informed of the reason for the delay. The purchase payment will be returned unless the prospective purchaser specifically consents to allow Nationwide to hold the purchase payment until the application is completed.

Generally, initial purchase payments are allocated according to Contract Owner instructions on the application. However, in some states, Nationwide will allocate initial purchase payments to the money market Sub-Account during the free look period. After the free look period, Nationwide will reallocate the Contract Value among the investment options based on the instructions contained on the application. In other states, Nationwide will immediately allocate initial purchase payments to the investment options based on the instructions contained on the application. Contact the Service Center or refer to your contract for state specific information on the allocation of initial purchase payments.

Subsequent Purchase Payments

Any subsequent purchase payment received at the Service Center (along with all necessary information) before the close of the New York Stock Exchange on any Valuation Date will be priced at the Accumulation Unit value next determined after receipt of the purchase payment. If a subsequent purchase payment is received at the Service Center (along with all necessary information) after the close of the New York Stock Exchange, it will be priced at the Accumulation Unit value determined on the following Valuation Date.

Allocation of Purchase Payments

Nationwide allocates purchase payments to Sub-Accounts as instructed by the Contract Owner. Shares of the underlying mutual funds allocated to the Sub-Accounts are purchased at Net Asset Value, then converted into Accumulation Units.

Contract Owners can change allocations or make exchanges among the Sub-Accounts after the time of application by submitting a written request to the Service Center. However, no change may be made that would result in an amount less than 1% of the purchase payments being allocated to any Sub-Account. In the event that Nationwide receives such a request, Nationwide will inform the Contract Owner that the allocation instructions are invalid and that the contract's allocations among the Sub-Accounts prior to the request will remain in effect. Certain transactions may be subject to conditions imposed by the underlying mutual funds.

Determining the Contract Value

The Contract Value is the sum of the value of amounts allocated to the Sub-Accounts plus any amount held in the Fixed Account. If charges are assessed against the whole Contract Value, Nationwide will deduct a proportionate amount from each Sub-Account and the Fixed Account based on current cash values.

Determining Variable Account Value - Valuing an Accumulation Unit

Sub-Account allocations are accounted for in Accumulation Units. Accumulation Unit values (for each Sub-Account) are determined by calculating the Net Investment Factor for the Sub-Accounts for the current Valuation Period and multiplying that result with the Accumulation Unit values determined on the previous Valuation Period. For each Sub-Account, the Net Investment Factor is the investment performance of the underlying mutual fund in which a particular Sub-Account invests, including the charges assessed against that Sub-Account for a Valuation Period.

Nationwide uses the Net Investment Factor as a way to calculate the investment performance of a Sub-Account from Valuation Period to Valuation Period.

The Net Investment Factor for any particular Sub-Account before the Annuitization Date is determined by dividing (a) by (b), and then subtracting (c) from the result, where:

(a) is the sum of:

  (1) the Net Asset Value of the underlying mutual fund as of the end of the current Valuation Period; and

  (2) the per share amount of any dividend or income distributions made by the underlying mutual fund (if the date of the dividend or income distribution occurs during the current Valuation Period).

(b) is the Net Asset Value of the underlying mutual fund determined as of the end of the preceding Valuation Period.

(c) is a factor representing the daily Variable Account charges, which is equal to 1.30% of the Daily Net Assets.

Based on the change in the Net Investment Factor, the value of an Accumulation Unit may increase or decrease. Changes in the Net Investment Factor may not be directly proportional to changes in the Net Asset Value of the underlying mutual fund shares because of the deduction of Variable Account charges.

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

Determining Fixed Account Value

Nationwide determines the value of the Fixed Account by:

(1) adding all amounts allocated to the Fixed Account, minus amounts previously transferred or withdrawn from the Fixed Account;

(2) adding any interest earned on the amounts allocated to the Fixed Account; and

(3) subtracting charges deducted in accordance with the contract.

Transfer Requests

Contract Owners may submit transfer requests in writing, over the telephone, or via the Internet to the Service Center. Some benefits or features under the contract may limit the manner in which transfer requests can be submitted, as indicated in the respective provision. Nationwide may restrict or withdraw the telephone and/or Internet transfer privilege at any time.

Generally, Sub-Account transfers will receive the Accumulation Unit value next computed after the transfer request is received at the Service Center. However, if a contract that is limited to submitting transfer requests via U.S. mail submits a transfer request via the Internet or telephone pursuant to Nationwide's one-day delay policy, the transfer will be executed on the next Valuation Date after the exchange request is received at the Service Center (see *Managers of Multiple Contracts*).

Transfer Restrictions

Neither the contracts described in this prospectus nor the underlying mutual funds are designed to support active trading strategies that require frequent movement between or among Sub-Accounts (sometimes referred to as ″market-timing″ or ″short-term trading″). A Contract Owner who intends to use an active trading strategy should consult his/her registered representative and request information on other Nationwide variable annuity contracts that offer investment in underlying mutual funds that are designed specifically to support active trading strategies.

Nationwide discourages (and will take action to deter) short-term trading in this contract because the frequent movement between or among Sub-Accounts may negatively impact other investors in the contract. Short-term trading can result in:

- the dilution of the value of the investors' interests in the underlying mutual fund;
- underlying mutual fund managers taking actions that negatively impact performance (keeping a larger portion of the underlying mutual fund assets in cash or liquidating investments prematurely in order to support redemption requests); and/or
- increased administrative costs due to frequent purchases and redemptions.

To protect investors in this contract from the negative impact of these practices, Nationwide has implemented, or reserves the right to implement, several processes and/or restrictions aimed at eliminating the negative impact of active trading strategies. Nationwide makes no assurances that all risks associated with short-term trading will be completely eliminated by these processes and/or restrictions.

Nationwide cannot guarantee that its attempts to deter active trading strategies will be successful. If Nationwide is unable to deter active trading strategies, the performance of the Sub-Accounts that are actively traded may be adversely impacted.

Redemption Fees

Some underlying mutual funds assess a short-term trading fee in connection with transfers from a Sub-Account that occur within 60 days after the date of the allocation to the Sub-Account. The fee is assessed against the amount transferred and is paid to the underlying mutual fund. Redemption fees compensate the underlying mutual fund for any negative impact on fund performance resulting from short-term trading. If a short-term trading fee is assessed, the Contract Owner will receive a confirmation notice.

U.S. Mail Restrictions

Nationwide monitors transfer activity in order to identify those who may be engaged in harmful trading practices. Transaction reports are produced and examined. Generally, a contract may appear on these reports if the Contract Owner (or a third party acting on their behalf) engages in a certain number of ″transfer events″ in a given period. A ″transfer event″ is any transfer, or combination of transfers, occurring on a given trading day (Valuation Period). For example, if a Contract Owner executes multiple transfers involving 10 investment options in one day, this counts as one transfer event. A single transfer occurring on a given trading day and involving only two investment options will also count as one transfer event.

As a result of this monitoring process, Nationwide may restrict the method of communication by which transfer orders will be accepted. In general, Nationwide will adhere to the following guidelines:

Trading Behavior	Nationwide's Response
Six or more transfer events in one calendar quarter	Nationwide will mail a letter to the Contract Owner notifying them that: (1) they have been identified as engaging in harmful trading practices; and (2) if their transfer events exceed 11 in two consecutive calendar quarters or 20 in one calendar year, the Contract Owner will be limited to submitting transfer requests via U.S. mail on a Nationwide issued form.
More than 11 transfer events in two consecutive calendar quarters OR More than 20 transfer events in one calendar year	Nationwide will automatically limit the Contract Owner to submitting transfer requests via U.S. mail on a Nationwide issued form.

For purposes of Nationwide's transfer policy, U.S. mail includes standard U.S. mail, overnight U.S. mail, and overnight delivery via private carrier.

Each January 1, Nationwide will start the monitoring anew, so that each contract starts with 0 transfer events each January 1. See, however, the *Other Restrictions* provision.

Managers of Multiple Contracts

Some investment advisors/representatives manage the assets of multiple Nationwide contracts pursuant to trading authority granted or conveyed by multiple Contract Owners. These multi-contract advisors will generally be required by Nationwide to submit all transfer requests via U.S. mail.

Nationwide may, as an administrative practice, implement a "one-day delay" program for these multi-contract advisors, which they can use in addition to or in lieu of submitting transfer requests via U.S. mail. The one-day delay option permits multi-contract advisors to continue to submit transfer requests via the Internet or telephone. However, transfer requests submitted by multi-contract advisors via the Internet or telephone will not receive the next available Accumulation Unit value. Rather, they will receive the Accumulation Unit value that is calculated on the following Valuation Date. Transfer requests submitted under the one-day delay program are irrevocable. Multi-contract advisors will receive advance notice of being subject to the one-day delay program.

Other Restrictions

Contract Owners that are required to submit transfer requests via U.S. mail will be required to use a Nationwide issued form for their transfer request. Nationwide will refuse transfer requests that either do not use the Nationwide issued form for their transfer request or fail to provide accurate and complete information on their transfer request form. In the event that a Contract Owner's transfer request is refused by Nationwide, they will receive notice in writing by U.S. mail and will be required to resubmit their transfer request on a Nationwide issued form.

Nationwide reserves the right to refuse or limit transfer requests, or take any other action it deems necessary in order to protect Contract Owners, Annuitants, and beneficiaries from the negative investment results that may result from short-term trading or other harmful investment practices employed by some Contract Owners (or third parties acting on their behalf). In particular, trading strategies designed to avoid or take advantage of Nationwide's monitoring procedures (and other measures aimed at curbing harmful trading practices) that are nevertheless determined by Nationwide to constitute harmful trading practices, may be restricted.

Any restrictions that Nationwide implements will be applied consistently and uniformly.

Underlying Mutual Fund Restrictions and Prohibitions

Pursuant to regulations adopted by the SEC, Nationwide is required to enter into written agreements with the underlying mutual funds which allow the underlying mutual funds to:

(1) request the taxpayer identification number, international taxpayer identification number, or other government issued identifier of any Contract Owner;

(2) request the amounts and dates of any purchase, redemption, transfer, or exchange request ("transaction information"); and

(3) instruct Nationwide to restrict or prohibit further purchases or exchanges by Contract Owners that violate policies established by the underlying mutual fund (whose policies may be more restrictive than Nationwide's policies).

Nationwide is required to provide such transaction information to the underlying mutual funds upon their request. In addition, Nationwide is required to restrict or prohibit further purchases or requests to exchange into a specific Sub-Account upon instruction from the underlying mutual fund in which that Sub-Account invests. Nationwide and any affected Contract Owner may not have advance notice of such instructions from an underlying mutual fund to restrict or prohibit further purchases or requests to exchange. If an underlying mutual fund refuses to accept a purchase or request to exchange into the Sub-Account associated with the underlying mutual fund submitted by Nationwide, Nationwide will keep any affected Contract Owner in their current Sub-Account allocation.

Transfers Prior to Annuitization

Transfers from the Fixed Account

A Contract Owner may request to transfer allocations from the Fixed Account to the Sub-Accounts only upon reaching the end of a Fixed Account interest rate guarantee period. Fixed Account transfers must be made within 45 days after the end of the interest rate guarantee period.

Normally, Nationwide will permit 100% of the maturing Fixed Account allocations to be transferred. However, Nationwide may limit the amount that can be transferred from the Fixed Account. Nationwide will determine the amount that may be transferred and will declare this amount at the end of the Fixed Account interest rate guarantee period. The maximum transferable amount will never be less than 10% of the Fixed Account allocation reaching the end of a Fixed Account interest rate guarantee period.

Contract Owners who use Dollar Cost Averaging may transfer from the Fixed Account under the terms of that program.

Transfers from the Sub-Accounts

A Contract Owner may request to transfer allocations from the Sub-Accounts to the Fixed Account at any time.

Normally, Nationwide will not restrict transfers from the Sub-Accounts to the Fixed Account; however, Nationwide may establish a maximum transfer limit from the Variable Account to the Fixed Account. Nationwide reserves the right to refuse transfers to the Fixed Account if the Fixed Account value is (or would be after the transfer) equal to or greater than 25% of the Contract Value at the time the transfer is requested. Generally, Nationwide will invoke this right when interest rates are low by historical standards.

Transfers Among the Sub-Accounts

A Contract Owner may request to transfer allocations among the Sub-Accounts at any time, subject to terms and conditions imposed by this prospectus and the underlying mutual funds.

Transfers After Annuitization

After annuitization, the portion of the Contract Value allocated to fixed annuity payments and the portion of the Contract Value allocated to variable annuity payments may not be changed.

After annuitization, transfers among Sub-Accounts may only be made once per calendar year.

Right to Examine and Cancel

If the Contract Owner elects to cancel the contract, he/she may return it to the Service Center within a certain period of time known as the "free look" period. Depending on the state in which the contract was purchased (and, in some states, if the contract is purchased as a replacement for another annuity contract), the free look period may be 10 days or longer. For ease of administration, Nationwide will honor any free look cancellation request that is in good order and received at the Service Center or postmarked within 30 days after the contract issue date. The contract issue date is the date the initial purchase payment is applied to the contract.

Where state law requires the return of purchase payments for free look cancellations, Nationwide will return all purchase payments applied to the contract, less any withdrawals from the contract and any applicable federal and state income tax withholding.

Where state law requires the return of Contract Value for free look cancellations, Nationwide will return the Contract Value as of the date of the cancellation, less any withdrawals from the contract and any applicable federal and state income tax withholding.

Liability of the Variable Account under this provision is limited to the Contract Value in each Sub-Account on the date of revocation. Any additional amounts refunded to the Contract Owner will be paid by Nationwide.

Allocation of Purchase Payments during Free Look Period

Where state law requires the return of purchase payments for free look cancellations, Nationwide will allocate initial purchase payments allocated to Sub-Accounts to the money market Sub-Account during the free look period.

Where state law requires the return of Contract Value for free look cancellations, Nationwide will immediately allocate initial purchase payments to the investment options based on the instructions contained on the application.

Surrender/Withdrawal Prior to Annuitization

Prior to annuitization and before the Annuitant's death, Contract Owners may generally withdraw some or all of their Contract Value. Withdrawals from the contract may be subject to federal income tax and/or a tax penalty (see *Appendix C: Contract Types and Tax Information*). Withdrawal requests may be submitted in writing or by telephone to the Service Center and Nationwide may require additional information. Requests submitted by telephone will be subject to dollar amount limitations and may be subject to payment and other restrictions to prevent fraud. Nationwide reserves the right to require written requests to be submitted on current Nationwide forms for withdrawals. Nationwide reserves the right to remove the ability to submit requests by telephone upon written notice. Contact the Service Center for current limitations and restrictions. When taking a full surrender, Nationwide may require that the contract accompany the request. Nationwide may require a signature guarantee.

Surrender and withdrawal requests will receive the Accumulation Unit value next determined at the end of the current Valuation Period if the request and all necessary information is received at the Service Center before the close of the New York Stock Exchange (generally, 4:00 pm EST). If the request and all necessary information is received after the close of the New York Stock Exchange, the request will receive the Accumulation Unit value determined at the end of the next Valuation Day.

Nationwide will pay any amounts withdrawn from the Sub-Accounts within seven days after the request is received in good order at the Service Center (see *Determining the Contract Value*). However, Nationwide may suspend or postpone payment when it is unable to price a purchase payment or transfer, or as permitted or required by federal securities laws and rules and regulations of the SEC.

Nationwide is required by state law to reserve the right to postpone payment or transfer of assets from the Fixed Account for a period of up to six months from the date of the withdrawal or transfer request.

Partial Withdrawals

If a Contract Owner requests a partial withdrawal, Nationwide will redeem Accumulation Units from the Sub-Accounts and an amount from the Fixed Account. The amount withdrawn from each investment option will be in proportion to the value in each option at the time of the withdrawal request, unless Nationwide is instructed otherwise.

Partial withdrawals are subject to the CDSC provisions of the contract. If a CDSC is assessed, the Contract Owner may elect to have the CDSC deducted from either:

(a) the amount requested; or

(b) the Contract Value remaining after the Contract Owner has received the amount requested.

If the Contract Owner does not make a specific election, any applicable CDSC will be deducted from the amount requested by the Contract Owner.

The CDSC deducted is a percentage of the amount requested by the Contract Owner. Amounts deducted for CDSC are not subject to subsequent CDSC.

Partial Withdrawals to Pay Investment Advisory Fees

Some Contract Owners utilize an investment advisor(s) to manage their assets, for which the investment advisor assesses a fee. Investment advisors are not endorsed or affiliated with Nationwide and Nationwide makes no representation as to their qualifications. The fees for these investment advisory services are specified in the respective account agreements and are separate from and in addition to the contract fees and expenses described in this prospectus. Some Contract Owners authorize their investment advisor to take a partial withdrawal(s) from the contract in order to collect investment advisory fees. Withdrawals taken from this contract to pay advisory or investment management fees are subject to the CDSC provisions of the contract and may be subject to income tax and/or tax penalties.

Full Surrenders

Upon full surrender, the Contract Value may be more or less than the total of all purchase payments made to the contract. The Contract Value will reflect:

- Variable Account charges
- underlying mutual fund charges
- the investment performance of the underlying mutual funds
- amounts allocated to the Fixed Account and any interest credited
- a Contract Maintenance Charge

A CDSC may apply.

Surrender/Withdrawal After Annuitization

After the Annuitization Date, withdrawals other than regularly scheduled annuity payments are not permitted.

Withdrawals Under a Qualified Plan

The contract withdrawal provisions may be modified pursuant to the plan terms and Internal Revenue Code provisions when the contract is issued to fund a Qualified Plan.

Contract Owner Services

Asset Rebalancing

Asset Rebalancing is the automatic reallocation of Contract Values to the Sub-Accounts on a predetermined percentage basis. Asset Rebalancing is not available for assets held in the Fixed Account. Requests for Asset Rebalancing must be on a Nationwide form and submitted to the Service Center. Once Asset Rebalancing is elected, it will only be terminated upon specific instruction from the Contract Owner; manual transfers will not automatically terminate the program. Currently, there is no additional charge for Asset Rebalancing.

Asset Rebalancing occurs every three months or on another frequency if permitted by Nationwide. If the last day of the designated rebalancing period falls on a Saturday, Sunday, recognized holiday, or any other day when the New York Stock Exchange is closed, Asset Rebalancing will occur on the next business day. Each Asset Rebalancing reallocation is considered a transfer event (see *Transfer Restrictions*).

Asset Rebalancing may be subject to employer limitations or restrictions for contracts issued to a Qualified Plan. Contract Owners should consult a financial advisor to discuss the use of Asset Rebalancing.

Nationwide reserves the right to stop establishing new Asset Rebalancing programs. Existing Asset Rebalancing programs will remain in effect unless otherwise terminated.

Dollar Cost Averaging

Dollar Cost Averaging is a long-term transfer program that allows the Contract Owner to make regular, level investments over time. Dollar Cost Averaging involves the automatic transfer of a specific amount from the Fixed Account and/or certain Sub-Accounts into other Sub-Accounts. With this service, the Contract Owner benefits from the ability to invest in the Sub-Accounts over a period of time, thereby smoothing out the effects of market volatility. Nationwide does not guarantee that this program will result in profit or protect Contract Owners from loss.

Contract Owners direct Nationwide to automatically transfer specified amounts from the Fixed Account and the following Sub-Account(s) (if available):

- Nationwide Government Money Market Fund - Investor Shares

to any other Sub-Account(s). Dollar Cost Averaging transfers may not be directed to the Fixed Account. Transfers from the Fixed Account must be equal to or less than 1/30th of the Fixed Account value at the time the program is requested. Contract Owners that wish to utilize Dollar Cost Averaging from the Fixed Account should first inquire as to whether any Enhanced Fixed Account Dollar Cost Averaging programs are available.

Transfers occur monthly or on another frequency if permitted by Nationwide. Nationwide will process transfers until either the value in the originating investment option is exhausted or the Contract Owner instructs Nationwide to stop the transfers. When a Contract Owner instructs Nationwide to stop the transfers, all amounts remaining in the originating Fixed Account or Sub-Account will remain allocated to the Fixed Account or Sub-Account, unless Nationwide is instructed otherwise. Dollar Cost Averaging transfers are not considered transfer events.

Nationwide reserves the right to stop establishing new Dollar Cost Averaging programs.

Nationwide is required by state law to reserve the right to postpone payment or transfer of assets from the Fixed Account for a period of up to six months from the date of the withdrawal or transfer request.

Enhanced Fixed Account Dollar Cost Averaging

Nationwide may, periodically, offer Dollar Cost Averaging programs with an enhanced interest rate referred to as ″Enhanced Fixed Account Dollar Cost Averaging.″ Enhanced Fixed Account Dollar Cost Averaging involves the automatic transfer of a specific amount from an enhanced rate Fixed Account into any Sub-Account(s). With this service, the Contract Owner benefits from the ability to invest in the Sub-Accounts over a period of time, thereby smoothing out the effects of market volatility. Nationwide does not guarantee that this program will result in profit or protect Contract Owners from loss.

Only new purchase payments to the contract are eligible for Enhanced Fixed Account Dollar Cost Averaging. Enhanced Fixed Account Dollar Cost Averaging transfers may not be directed to the Fixed Account. Amounts allocated to the enhanced rate Fixed Account as part of an Enhanced Fixed Account Dollar Cost Averaging program earn a higher rate of interest than assets allocated to the standard Fixed Account. Each enhanced rate is guaranteed for as long as the corresponding program is in effect.

Transfers occur monthly or on another frequency if permitted by Nationwide. Nationwide will process transfers until either amounts allocated to the Fixed Account as part of an Enhanced Fixed Account Dollar Cost Averaging program are exhausted or the Contract Owner instructs Nationwide to stop the transfers. When a Contract Owner instructs Nationwide to stop the transfers, Nationwide will automatically reallocate any amount remaining in the enhanced rate Fixed Account according to future investment allocation instructions, unless directed otherwise. Enhanced Fixed Account Dollar Cost Averaging transfers are not considered transfer events.

Nationwide reserves the right to stop establishing new Enhanced Fixed Account Dollar Cost Averaging programs.

Nationwide is required by state law to reserve the right to postpone payment or transfer of assets from the Fixed Account for a period of up to six months from the date of the withdrawal or transfer request.

Systematic Withdrawals

Systematic Withdrawals allow Contract Owners to receive a specified amount (of at least $100) on a monthly, quarterly, semi-annual, or annual basis. Requests for Systematic Withdrawals and requests to discontinue Systematic Withdrawals must be submitted in good order and in writing to the Service Center.

The withdrawals will be taken from the Sub-Accounts and the Fixed Account proportionally unless Nationwide is instructed otherwise.

Nationwide will withhold federal income taxes from Systematic Withdrawals unless otherwise instructed by the Contract Owner. The Internal Revenue Service may impose a 10% penalty tax if the Contract Owner is under age 59½, unless the Contract Owner has made an irrevocable election of distributions of substantially equal payments.

A CDSC may apply to amounts taken through Systematic Withdrawals. If the Contract Owner takes Systematic Withdrawals, the maximum amount that can be withdrawn annually without a CDSC is the amount available under the CDSC-free withdrawal privilege (see *Contingent Deferred Sales Charge*).

The CDSC-free withdrawal privilege for Systematic Withdrawals is non-cumulative. Free amounts not taken during any Contract Year cannot be taken as free amounts in a subsequent Contract Year. In any given Contract Year, any amount withdrawn in excess of the amount permitted under this program will be subject to the CDSC provisions (see *Contingent Deferred Sales Charge*).

Nationwide reserves the right to stop establishing new Systematic Withdrawal programs. Systematic Withdrawals are not available before the end of the free look period.

Nationwide is required by state law to reserve the right to postpone payment or transfer of assets from the Fixed Account for a period of up to six months from the date of the withdrawal or transfer request.

Death Benefit

Death of Annuitant

If the Annuitant dies before the Annuitization Date, the Contingent Annuitant becomes the Annuitant and no death benefit is payable. If no Contingent Annuitant is named, a death benefit is payable to the beneficiary. Multiple beneficiaries will share the death benefit equally unless otherwise specified. If no beneficiaries survive the Annuitant, the contingent beneficiary receives the death benefit. Multiple contingent beneficiaries will share the death benefit equally unless otherwise specified. If no beneficiaries or contingent beneficiaries survive the Annuitant, the Contract Owner or the last surviving Contract Owner's estate will receive the death benefit.

If the Annuitant dies after the Annuitization Date, any benefit that may be payable will be paid according to the selected annuity payment option.

Death Benefit Payment

The recipient of the death benefit may elect to receive the death benefit:

(1) in a lump sum;

(2) as an annuity (see *Annuity Payment Options*); or

(3) in any other manner permitted by law and approved by Nationwide.

Premium taxes may be deducted from death benefit proceeds. Nationwide will pay (or will begin to pay) the death benefit after it receives proof of death and the instructions as to the payment of the death benefit. Death benefit claims must be submitted to the Service Center. If the recipient of the death benefit does not elect the form in which to receive the death benefit payment, Nationwide will pay the death benefit in a lump sum. Contract Value will continue to be allocated according to the most recent allocation instructions until the death benefit is paid.

If the contract has multiple beneficiaries entitled to receive a portion of the death benefit, the Contract Value will continue to be allocated according to the most recent allocation instructions until the first beneficiary provides Nationwide with all the information necessary to pay that beneficiary's portion of the death benefit proceeds. At the time the first beneficiary's proceeds are paid, the remaining portion(s) of the death benefit proceeds that are allocated to Sub-Accounts will be reallocated to the available money market Sub-Account until instructions are received from the remaining beneficiary(ies).

Any Contract Value not allocated to the Sub-Accounts will remain invested and will not be reallocated to the available money market Sub-Account.

Death Benefit Calculations

The value of each component of the death benefit calculation will be determined as of the date Nationwide receives:

(1) proper proof of the Annuitant's death;

(2) an election specifying the distribution method; and

(3) any state required form(s).

For contracts issued on or after May 1, 1998 (or a later date if required by state law):

- If the Annuitant dies prior to his or her 75th birthday and before the Annuitization Date, the death benefit will be the greater of:

  (1) the Contract Value; or

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

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

- If the Annuitant dies on or after his or her 75th birthday and prior to the Annuitization Date, the death benefit will equal the Contract Value.

For contracts issued before May 1, 1998 (or before state approval of the death benefit calculation described previously):

- If the Annuitant dies prior to his or her 75th birthday and before the Annuitization Date, the death benefit will be the greater of:

  (1) the Contract Value; or

  (2) the total of all purchase payments, less any amounts withdrawn.

- If the Annuitant dies on or after his or her 75th birthday and prior to the Annuitization Date, the death benefit will equal the Contract Value.

If the Annuitant dies after the Annuitization Date, payment will be determined according to the selected annuity payment option.

Annuity Commencement Date

The Annuity Commencement Date is the date on which annuity payments are scheduled to begin. Generally, the Contract Owner designates the Annuity Commencement Date at the time of application. If no Annuity Commencement Date is designated at the time of application, Nationwide will establish the Annuity Commencement Date as the date the Annuitant reaches age 90. The Contract Owner may initiate a change to the Annuity Commencement Date at any time. Additionally, Nationwide will notify the Contract Owner approximately 90 days before the impending Annuity Commencement Date of the opportunity to change the Annuity Commencement Date or annuitize the contract.

Any request to change the Annuity Commencement Date must meet the following requirements:

- the request is made prior to annuitization;
- the requested date is at least two years after the date of issue;
- the requested date is not later than the Annuitant's 90th birthday (or the 90th birthday of the oldest Annuitant if there are joint annuitants) unless approved by Nationwide; and
- the request for change is made in writing, submitted to the Service Center and approved by Nationwide.

Generally, Nationwide will not initiate annuitization until specifically directed to do so. However, for Non-Qualified Contracts only, Nationwide will automatically initiate annuitization within 45 days after the Annuity Commencement Date (whether default or otherwise), unless (1) Nationwide has had direct contact with the Contract Owner (indicating that the contract is not abandoned); or (2) the Contract Owner has taken some type of action which is inconsistent with the desire to annuitize.

Annuitizing the Contract

Annuitization Date

The Annuitization Date is the date that annuity payments begin.

Any optional death benefit that the Contract Owner elects will automatically terminate upon annuitization.

The Annuitization Date will be the first day of a calendar month unless otherwise agreed. Unless otherwise required by state law, the Annuitization Date must be at least two years after the contract is issued, but may not be later than either:

- the age (or date) specified in the contract; or
- the age (or date) specified by state law, where applicable.

The Internal Revenue Code may require that distributions be made prior to the Annuitization Date (see *Appendix C: Contract Types and Tax Information*).

If the contract is issued to fund a Qualified Plan, annuitization may occur during the first two Contract Years subject to Nationwide's approval.

Annuitization

Annuitization is the period during which annuity payments are received. It is irrevocable once payments have begun. Upon arrival of the Annuitization Date, the Annuitant must choose:

(1) an annuity payment option; and

(2) either a fixed payment annuity, variable payment annuity, or an available combination.

Annuity purchase rates are used to determine the amount of the annuity payments based upon the annuity payment option elected. Actual purchase rates used to determine annuity payments will be those in effect on the Annuitization Date, and will not be less than the guaranteed minimum purchase rates as provided in the contract.

Nationwide guarantees that each payment under a fixed payment annuity will be the same throughout annuitization. Under a variable payment annuity, the amount of each payment will vary with the performance of the Sub-Accounts elected.

Any allocations in the Fixed Account that are to be annuitized as a variable payment annuity must be transferred to one or more Sub-Accounts prior to the Annuitization Date. There are no restrictions on Fixed Account transfers made in anticipation of annuitization.

Any allocations in the Sub-Accounts that are to be annuitized as a fixed payment annuity must be transferred to the Fixed Account prior to the Annuitization Date. Short-term trading fees do not apply to transfers made in anticipation of annuitization.

Fixed Annuity Payments

Fixed annuity payments provide for level annuity payments. Premium taxes are deducted prior to determining fixed annuity payments. The fixed annuity payments will remain level unless the annuity payment option provides otherwise.

Variable Annuity Payments

Variable annuity payments will vary depending on the performance of the Sub-Accounts selected. The Sub-Accounts available during annuitization are those Sub-Accounts corresponding to the underlying mutual funds shown in *Appendix A: Underlying Mutual Fund Information*.

First Variable Annuity Payment

A number of factors determine the amount of the first variable annuity payment, including, but not limited to:

- the portion of purchase payments allocated to provide variable annuity payments;
- the Variable Account value on the Annuitization Date;
- the adjusted age and sex of the Annuitant (and joint annuitant, if any) in accordance with the contract;
- the annuity payment option elected;
- the frequency of annuity payments;
- the Annuitization Date;
- the assumed investment return (the net investment return required to maintain level variable annuity payments);
- the deduction of applicable premium taxes; and
- the date the contract was issued.

Assumed Investment Return

An assumed investment return is the net investment return required to maintain level variable annuity payments. Nationwide uses a 3.5% assumed investment return factor. Therefore, if the net investment performance of each Sub-Account in which the Contract Owner invests exactly equals 3.5% for every payment period, then each payment will be the same amount. To the extent that investment performance is not equal to 3.5% for given payment periods, the amount of the payments in those periods will not be the same. Payments will increase from one payment date to the next if the annualized net rate of return is greater than 3.5% during that time. Conversely, payments will decrease from one payment to the next if the annualized net rate of return is less than 3.5% during that time.

Nationwide uses the assumed investment rate of return to determine the amount of the first variable annuity payment.

Subsequent Variable Annuity Payments

Variable annuity payments after the first will vary with the performance of the Sub-Accounts chosen by the Contract Owner after the investment performance is adjusted by the assumed investment return factor.

The dollar amount of each subsequent variable annuity payment is determined by taking the portion of the first annuity payment funded by a particular Sub-Account divided by the Annuity Unit value for that Sub-Account as of the Annuitization Date. This establishes the number of Annuity Units provided by each Sub-Account for each variable annuity payment after the first.

The number of Annuity Units comprising each variable annuity payment, on a Sub-Account basis, will remain constant, unless the Contract Owner transfers value from one Sub-Account to another. After annuitization, transfers among Sub-Accounts may only be made once per calendar year.

The number of Annuity Units for each Sub-Account is multiplied by the Annuity Unit value for that Sub-Account for the Valuation Period for which the payment is due. The sum of these results for all the Sub-Accounts in which the Contract Owner invests establishes the dollar amount of the variable annuity payment.

Subsequent variable annuity payments may be more or less than the previous variable annuity payment, depending on whether the net investment performance of the elected Sub-Accounts is greater or lesser than the assumed investment return.

Value of an Annuity Unit

Annuity Unit values for Sub-Accounts are determined by:

(1) multiplying the Annuity Unit value for each Sub-Account for the immediately preceding Valuation Period by the Net Investment Factor for the Sub-Account for the subsequent Valuation Period; and then

(2) multiplying the result from (1) by a factor to neutralize the assumed investment return factor.

The Net Investment Factor for any particular Sub-Account on or after the Annuitization Date is determined by dividing (a) by (b), and then subtracting (c) from the result, where:

(a) is the sum of:

  (1) the Net Asset Value of the underlying mutual fund as of the end of the current Valuation Period; and

  (2) the per share amount of any dividend or income distributions made by the underlying mutual fund (if the date of the dividend or income distribution occurs during the current Valuation Period).

(b) is the Net Asset Value of the underlying mutual fund determined as of the end of the preceding Valuation Period.

(c) is a factor representing the daily Variable Account charges, which is equal to 1.30% of the Daily Net Assets.

Based on the change in the Net Investment Factor, the value of an Annuity Unit may increase or decrease. Changes in the Net Investment Factor may not be directly proportional to changes in the Net Asset Value of the underlying mutual fund shares because of the deduction of Variable Account charges.

Though the number of Annuity Units will not change as a result of investment experience, the value of an Annuity Unit may increase or decrease from Valuation Period to Valuation Period.

Frequency and Amount of Annuity Payments

Annuity payments are based on the annuity payment option elected.

If the net amount to be annuitized is less than $500, Nationwide reserves the right to pay this amount in a lump sum instead of periodic annuity payments.

Nationwide reserves the right to change the frequency of payments if the amount of any payment becomes less than $100. The payment frequency will be changed to an interval that will result in payments of at least $100. Nationwide will send annuity payments no later than seven days after each annuity payment date.

Annuity Payment Options

The Annuitant must elect an annuity payment option before the Annuitization Date. If the Annuitant does not elect an annuity payment option, a variable payment Single Life with a 20 Year Term Certain annuity payment option will be assumed as the automatic form of payment upon annuitization. Once elected or assumed, the annuity payment option may not be changed.

Not all of the annuity payment options may be available in all states. Additionally, the annuity payment options available may be limited based on the Annuitant's age (and the joint annuitant's age, if applicable) or requirements under the Internal Revenue Code.

Annuity Payment Options Available to All Contracts

- Single Life;
- Standard Joint and Survivor; and
- Single Life with a 10 or 20 Year Term Certain.

Each of the annuity payment options is discussed more thoroughly below.

Single Life

The Single Life annuity payment option provides for annuity payments to be paid during the lifetime of the Annuitant. This option is not available if the Annuitant is 86 or older on the Annuitization Date.

Payments will cease with the last payment before the Annuitant's death. For example, if the Annuitant dies before the second annuity payment date, the Annuitant will receive only one payment. The Annuitant will only receive two annuity payments if he or she dies before the third payment date, and so on. No death benefit will be paid.

No withdrawals other than the scheduled annuity payments are permitted.

Standard Joint and Survivor

The Standard Joint and Survivor annuity payment option provides for annuity payments to continue during the joint lifetimes of the Annuitant and joint annuitant. After the death of either the Annuitant or joint annuitant, payments will continue for the life of the survivor. This option is not available if the Annuitant or joint Annuitant is 86 or older on the Annuitization Date.

Payments will cease with the last payment due prior to the death of the last survivor of the Annuitant and joint annuitant. As is the case of the Single Life annuity payment option, there is no guaranteed number of payments. Therefore, it is possible that if the Annuitant dies before the second annuity payment date, the Annuitant will receive only one annuity payment. No death benefit will be paid.

No withdrawals other than the scheduled annuity payments are permitted.

Single Life with a 10 or 20 Year Term Certain

The Single Life with a 10 or 20 Year Term Certain annuity payment option provides that monthly annuity payments will be paid during the Annuitant's lifetime or for the term selected, whichever is longer. The term may be either 10 or 20 years.

If the Annuitant dies before the end of the 10 or 20 year term, payments will be paid to the beneficiary for the remainder of the term.

No withdrawals other than the scheduled annuity payments are permitted.

Any Other Option

Annuity payment options not set forth in this provision may be available. Any annuity payment option not set forth in this provision must be approved by Nationwide.

Statements and Reports

Nationwide will mail Contract Owners statements and reports. Therefore, Contract Owners should promptly notify the Service Center of any address change.

These mailings will contain:

- statements showing the contract's quarterly activity;
- confirmation statements showing transactions that affect the contract's value. Confirmation statements will not be sent for recurring transactions (*i.e.*, Dollar Cost Averaging or salary reduction programs). Instead, confirmation of recurring transactions will appear in the contract's quarterly statements; and
- semi-annual and annual reports of allocated underlying mutual funds.

Contract Owners can receive information from Nationwide faster and reduce the amount of mail received by signing up for Nationwide's eDelivery program. Nationwide will notify Contract Owners by email when important documents (statements, prospectuses, and other documents) are ready for a Contract Owner to view, print, or download from Nationwide's secure server. To choose this option, go to: www.nationwide.com/login.

Contract Owners should review statements and confirmations carefully. All errors or corrections must be reported to Nationwide immediately to assure proper crediting to the contract. Unless Nationwide is notified within 30 days of receipt of the statement, Nationwide will assume statements and confirmation statements are correct.

IMPORTANT NOTICE REGARDING DELIVERY OF SECURITY OWNER DOCUMENTS

When multiple copies of the same disclosure document(s), such as prospectuses, supplements, proxy statements, and semi-annual and annual reports are required to be mailed to multiple Contract Owners in the same household, Nationwide will mail only one copy of each document, unless notified otherwise by the Contract Owner(s). Household delivery will continue for the life of the contracts.

A Contract Owner can revoke their consent to household delivery and reinstitute individual delivery by contacting the Service Center. Nationwide will reinstitute individual delivery within 30 days after receiving such notification.

Legal Proceedings

Nationwide Life Insurance Company

Nationwide Financial Services, Inc. (NFS, or collectively with its subsidiaries, "the Company") was formed in November 1996. NFS is the holding company for Nationwide Life Insurance Company (NLIC), Nationwide Life and Annuity Insurance Company (NLAIC) and other companies that comprise the life insurance and retirement savings operations of the Nationwide group of companies (Nationwide). This group includes Nationwide Financial Network (NFN), an affiliated distribution network that markets directly to its customer base. NFS is incorporated in Delaware and maintains its principal executive offices in Columbus, Ohio.

The Company is subject to legal and regulatory proceedings in the ordinary course of its business. These include proceedings specific to the Company and proceedings generally applicable to business practices in the industries in which the Company operates. The outcomes of these proceedings cannot be predicted due to their complexity, scope, and many uncertainties. The Company believes, however, that based on currently known information, the ultimate outcome of all pending legal and regulatory proceedings is not likely to have a material adverse effect on the Company's consolidated financial position. The Company maintains Professional Liability Insurance and Director and Officer Liability insurance policies that may cover losses for certain legal and regulatory proceedings. The Company will make adequate provision for any probable and reasonably estimable recoveries under such policies.

The various businesses conducted by the Company are subject to oversight by numerous federal and state regulatory entities, including but not limited to the Securities and Exchange Commission, the Financial Industry Regulatory Authority, the Department of Labor, the Internal Revenue Service, the Federal Reserve Bank and state insurance authorities. Such regulatory entities may, in the normal course, be engaged in general or targeted inquiries, examinations and investigations of the Company and/or its affiliates. With respect to all such scrutiny directed at the Company or their affiliates, the Company is cooperating with regulators. The Company will cooperate with its ultimate parent company, Nationwide Mutual Insurance Company (NMIC) insofar as any inquiry, examination or investigation encompasses NMIC's operations. In addition, recent regulatory activity, including state and federal regulatory activity related to fiduciary standards, may impact the Company's business and operations, and certain estimates and assumptions used by the Company in determining the amounts presented in the combined financial statements and accompanying notes. Actual results could differ significantly from those estimates and assumptions.

Nationwide Investment Services Corporation

The general distributor, NISC, is not engaged in any litigation that is likely to have a material adverse effect on its ability to perform its contract with the Variable Account.

Contents of Statement of Additional Information

General Information and History
Services
Purchase of Securities Being Offered
Underwriters
Advertising
Annuity Payments
Financial Statements

Investment Company Act of 1940 Registration File No. 811-02716
Securities Act of 1933 Registration File No. 002-58043

Appendix A: Underlying Mutual Fund Information

This appendix contains information about the underlying mutual funds in which the Sub-Accounts invest. Some of 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. Others are publicly available underlying mutual funds. Regardless, there is no guarantee that the investment objectives will be met. Refer to the prospectus for each underlying mutual fund for more detailed information.

Designations Key:

STTF: The underlying mutual fund assesses (or reserves the right to assess) a short-term trading fee (see *Short-Term Trading Fees*).

FF: The underlying mutual fund primarily invests in other mutual funds. Therefore, a proportionate share of the fees and expenses of any acquired funds are indirectly borne by investors. As a result, investors in this Sub-Account may incur higher charges than if the assets were invested in an underlying mutual fund that does not invest in other mutual funds. Refer to the prospectus for this underlying mutual fund for more information.

Aberdeen Global Unconstrained Fixed Income Fund: Institutional Service Class

Investment Advisor: Aberdeen Asset Management, Inc.
Sub-advisor: Aberdeen Asset Managers Limited
Investment Objective: The fund seeks to maximize total investment return consistent with prudent investment management, consisting of a combination of interest income and capital appreciation.

Aberdeen U.S. Multi-Cap Equity Fund: Institutional Service Class

Investment Advisor: Aberdeen Asset Management, Inc.
Investment Objective: Seeks long-term capital appreciation.
Designation: STTF

Aberdeen U.S. Small Cap Equity Fund: Class A

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2004

Investment Advisor: Aberdeen Asset Management, Inc.
Investment Objective: Seeks long-term capital appreciation.
Designation: STTF

American Century Growth Fund: Investor Class

This underlying mutual fund is only available in contracts for which good order applications were received before August 31, 2011

Investment Advisor: American Century Investment Management, Inc.
Investment Objective: Long-term capital growth.

American Century Income & Growth Fund: Investor Class

Investment Advisor: American Century Investment Management, Inc.
Investment Objective: The fund seeks long-term capital growth.

American Century International Growth Fund: Investor Class

This underlying mutual fund is no longer available to receive transfers or new purchase payments effective May 1, 2004

Investment Advisor: American Century Investment Management, Inc.
Investment Objective: Long-term capital growth.
Designation: STTF

American Century Short Term Government Fund: Investor Class

Investment Advisor: American Century Investment Management, Inc.
Investment Objective: Seeks income and investment returns by investing in various types of U.S. government securities.

American Century Ultra® Fund: Investor Class

Investment Advisor: American Century Investment Management, Inc.
Investment Objective: Long-term capital growth.

American Century Variable Portfolios, Inc. - American Century VP International Fund: Class II

Investment Advisor:	American Century Investment Management, Inc.
Investment Objective:	Capital growth.

Delaware High-Yield Opportunities Fund: Institutional Class

Investment Advisor:	Delaware Management Company, Inc.
Investment Objective:	The fund seeks total return and, as a secondary objective, high current income.

Dreyfus Appreciation Fund, Inc.

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.

Dreyfus Balanced Opportunity Fund: Class Z

This underlying mutual fund is only available in contracts for which good order applications were received before August 30, 2011

Investment Advisor:	The Dreyfus Corporation
Investment Objective:	The fund seeks high total return through a combination of capital appreciation and current income.

Dreyfus Intermediate Term Income Fund: Class A

Investment Advisor:	The Dreyfus Corporation
Investment Objective:	The fund seeks to maximize total return, consisting of capital appreciation and current income.

Dreyfus S&P 500 Index Fund

Investment Advisor:	The Dreyfus Corporation
Investment Objective:	To match performance of the S&P 500 Composite Stock Price Index.

Dreyfus Sustainable U.S. Equity Fund, Inc. (The): Class Z

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2004

Investment Advisor:	The Dreyfus Corporation
Sub-advisor:	Newton Investment Management (North America) Limited (Newton)
Investment Objective:	The fund seeks long-term capital appreciation.

Federated Bond Fund: Class F Shares

Investment Advisor:	Federated Investment Management Company
Investment Objective:	High level of current income, as is consistent with the preservation of capital.

Federated High Yield Trust: Service Shares

Investment Advisor:	Federated Investment Management Company
Investment Objective:	High current income.
Designation: STTF	

Fidelity Advisor® Balanced Fund: Class M (formerly, Fidelity Advisor® Balanced Fund: Class T)

Investment Advisor:	Fidelity Management & Research Company
Sub-advisor:	FMR Co., Inc., Fidelity Research & Analysis Company
Investment Objective:	Income and growth of capital.

Fidelity Advisor® Equity Income Fund: Class M (formerly, Fidelity Advisor® Equity Income Fund: Class T)

Investment Advisor:	Fidelity Management & Research Company
Sub-advisor:	FMR Co., Inc., Fidelity Research & Analysis Company
Investment Objective:	Seeks a yield from dividend and interest income which exceeds the composite dividend yield on securities comprising the S&P 500 Index.

Fidelity Advisor® Growth Opportunities Fund: Class M (formerly, Fidelity Advisor® Growth Opportunities Fund: Class T)

Investment Advisor:	Fidelity Management & Research Company
Sub-advisor:	FMR Co., Inc., Fidelity Research & Analysis Company
Investment Objective:	Capital growth.

Fidelity Advisor® High Income Advantage Fund: Class M (formerly, Fidelity Advisor® High Income Advantage Fund: Class T)

This underlying mutual fund is no longer available to receive transfers or new purchase payments effective May 1, 2004

Investment Advisor:	Fidelity Management & Research Company
Sub-advisor:	FMR Co., Inc., Fidelity Research & Analysis Company
Investment Objective:	Seeks high level of income and the potential for capital gains.

Fidelity Asset Manager 50%

Investment Advisor:	Fidelity Management & Research Company
Sub-advisor:	FMR Co., Inc., Fidelity Research & Analysis Company
Investment Objective:	High total return with reduced risk over the long term by allocating its assets among stocks, bonds, and short term instruments.

Fidelity Capital & Income Fund

This underlying mutual fund is no longer available to receive transfers or new purchase payments effective May 1, 1999

Investment Advisor:	Fidelity Management & Research Company
Sub-advisor:	FMR Co., Inc., Fidelity Research & Analysis Company
Investment Objective:	Seeks to provide a combination of income and capital growth.

Fidelity Equity-Income Fund

Investment Advisor:	Fidelity Management & Research Company
Sub-advisor:	FMR Co., Inc., Fidelity Research & Analysis Company
Investment Objective:	Reasonable income.

Fidelity Magellan® Fund

Investment Advisor:	Fidelity Management & Research Company
Sub-advisor:	FMR Co., Inc., Fidelity Research & Analysis Company
Investment Objective:	Capital appreciation.

Fidelity Puritan Fund

Investment Advisor:	Fidelity Management & Research Company
Sub-advisor:	FMR Co., Inc., Fidelity Research & Analysis Company
Investment Objective:	Income and capital growth consistent with reasonable risk.

Fidelity Variable Insurance Products Fund - VIP High Income Portfolio: Initial Class

This underlying mutual fund is no longer available to receive transfers or new purchase payments effective December 1, 1993

Investment Advisor:	Fidelity Management & Research Company
Sub-advisor:	FMR Co., Inc., Fidelity Research & Analysis Company, Fidelity Investments Japan Limited, Fidelity International Investment Advisors, Fidelity International Investment Advisors (U.K.) Limited
Investment Objective:	High level of current income while also considering growth of capital.

Fidelity Variable Insurance Products Fund - VIP Overseas Portfolio: Service Class 2

Investment Advisor:	Fidelity Management & Research Company
Sub-advisor:	FMR Co., Inc., Fidelity Management & Research (U.K.) Inc., Fidelity Research & Analysis Company, Fidelity International Investment Advisors, Fidelity International Investment Advisors (U.K.) Limited, Fidelity Investments Japan Limited
Investment Objective:	Long-term capital growth.

Franklin Mutual Series Fund, Inc. - Mutual Shares Fund: Class A

Investment Advisor:	Franklin Mutual Advisers, LLC
Investment Objective:	Capital appreciation, which may occasionally be short term. The secondary goal is income.

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

This underlying mutual fund is only available in contracts for which good order applications were received before April 30, 2014

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

Invesco Mid Cap Growth Fund: Class A

Investment Advisor:	Invesco Advisers, Inc.
Investment Objective:	To seek capital growth.

Janus Henderson Forty Fund: Class T

This underlying mutual fund is only available in contracts for which good order applications were received before April 28, 2017

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

Janus Henderson Global Research Fund: Class T

This underlying mutual fund is no longer available to receive transfers or new purchase payments effective May 1, 2004

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

Janus Henderson Research Fund: Class T

This underlying mutual fund is only available in contracts for which good order applications were received before April 28, 2017

Investment Advisor: Janus Capital Management LLC
Investment Objective: The investment seeks long-term growth of capital.

Lazard U.S. Small-Mid Cap Equity Portfolio: Open Shares

Investment Advisor: Lazard Asset Management LLC
Investment Objective: The fund seeks long-term capital appreciation.
Designation: STTF

MFS® Strategic Income Fund: Class A

Investment Advisor: Massachusetts Financial Services Company
Investment Objective: To seek total return with an emphasis on high current income, but also considering capital appreciation.

Nationwide Bond Fund: Institutional Service Class

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.
Designation: STTF

Nationwide Fund: Class A

This underlying mutual fund is no longer available to receive transfers or new purchase payments effective February 25, 2011

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Wellington Management Company LLP
Investment Objective: Seeks total return through a flexible combination of capital appreciation and current income.
Designation: STTF

Nationwide Fund: Institutional Service Class

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Wellington Management Company LLP
Investment Objective: The fund seeks total return through a flexible combination of current income and capital appreciation.
Designation: STTF

Nationwide Government Money Market Fund - Investor Shares

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Federated Investment Management Company
Investment Objective: Seeks as high level of current income as is consistent with preserving capital and maintaining liquidity.

Nationwide Growth Fund: Class A

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

Nationwide Growth Fund: Institutional Service Class

This underlying mutual fund is no longer available to receive transfers or new purchase payments effective December 19, 2003

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

Designation: STTF

Nationwide Inflation-Protected Securities Fund: Institutional Service Class

Investment Advisor:	Nationwide Fund Advisors
Sub-advisor:	Nationwide Asset Management, LLC
Investment Objective:	The Fund seeks to provide inflation protection and income consistent with investment in inflation-indexed securities.

Nationwide S&P 500 Index Fund: Service Class

Investment Advisor:	Nationwide Fund Advisors
Sub-advisor:	BlackRock Investment Management, LLC
Investment Objective:	The investment seeks to provide investment results that correspond to the price and yield of the S&P 500 Index.

Designation: STTF

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 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 Multi-Manager International Growth Fund: Class II

Investment Advisor:	Nationwide Fund Advisors
Sub-advisor:	Invesco Advisers, Inc. and American Century Investment Management, Inc.
Investment Objective:	The fund seeks long-term capital growth.

Nationwide Variable Insurance Trust - 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 Genesis Fund: Trust Class

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2006

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

Neuberger Berman Guardian Fund: Investor Class

This underlying mutual fund is only available in contracts for which good order applications were received before June 15, 2009

Investment Advisor:	Neuberger Berman Investment Advisers LLC
Investment Objective:	The Fund seeks long-term growth of capital; current income is a secondary goal.

Neuberger Berman Large Cap Value Fund: Investor Class

This underlying mutual fund is only available in contracts for which good order applications were received before June 15, 2009

Investment Advisor:	Neuberger Berman Investment Advisers LLC
Investment Objective:	The Fund seeks long-term growth of capital

Neuberger Berman Short Duration Bond Fund: Investor Class

This underlying mutual fund is only available in contracts for which good order applications were received before June 15, 2009

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 Socially Responsive Fund: Trust Class

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 financial criteria and social policy.

Oppenheimer Global Fund: Class A

This underlying mutual fund is no longer available to receive transfers or new purchase payments effective May 1, 2004

Investment Advisor:	OFI Global Asset Management, Inc.
Sub-advisor:	OppenheimerFunds, Inc.
Investment Objective:	The investment seeks capital appreciation.

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

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

Templeton Foreign Fund: Class A

This underlying mutual fund is no longer available to receive transfers or new purchase payments effective May 1, 2004

Investment Advisor:	Templeton Global Advisors Limited
Investment Objective:	Long-term capital growth.

Virtus Strategic Allocation Fund: Class A

Investment Advisor:	Virtus Investment Advisers, Inc.
Sub-advisor:	Kayne Anderson Rudnick, Newfleet Asset Management, LLC and Duff & Phelps Investment Management
Investment Objective:	Reasonable income, long-term capital growth and conservation of capital.

Wells Fargo Common Stock Fund: Class A

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2004

Investment Advisor:	Wells Fargo Funds Management, LLC
Sub-advisor:	Wells Capital Management, Inc.
Investment Objective:	Seeks long-term capital appreciation.

Wells Fargo Intrinsic Value Fund: Administrative Class

Investment Advisor:	Wells Fargo Funds Management, LLC
Sub-advisor:	Wells Capital Management, Inc.
Investment Objective:	Seeks long-term capital appreciation.

Wells Fargo Large Cap Growth Fund: Class A

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2004

Investment Advisor:	Wells Fargo Funds Management, LLC
Sub-advisor:	Wells Capital Management, Inc.
Investment Objective:	Seeks long-term capital appreciation.

Appendix B: Condensed Financial Information

The following tables list the Condensed Financial Information (the Accumulation Unit value information for Accumulation Units outstanding) for contracts as of December 31, 2017. The term "Period" is defined as a complete calendar year, unless otherwise noted. Those Periods with an asterisk (*) reflect Accumulation Unit information for a partial year only.

No Additional Contract Options Elected Total - 1.30%
Variable account charges of the daily net assets of the variable account - 1.30%

Period	Beginning Value	Ending Value	Percentage Change	Units
Aberdeen Global Unconstrained Fixed Income Fund: Institutional Service Class - NQ				
2017	11.081619	11.115366	0.30%	38,123
2016	10.147839	11.081619	9.20%	45,021
2015	10.788667	10.147839	-5.94%	40,275
2014	11.095401	10.788667	-2.76%	45,516
2013	11.597429	11.095401	-4.33%	50,873
2012	11.224535	11.597429	3.32%	64,761
2011	10.955114	11.224535	2.46%	69,098
2010	10.549735	10.955114	3.84%	234,344
2009*	10.000000	10.549735	5.50%	89,576
Aberdeen U.S. Multi-Cap Equity Fund: Institutional Service Class - Q/NQ				
2017	17.203115	20.538927	19.39%	76,645
2016	15.716862	17.203115	9.46%	84,286
2015	16.546179	15.716862	-5.01%	87,681
2014	15.529569	16.546179	6.55%	100,216
2013	12.326161	15.529569	25.99%	111,074
2012	10.734253	12.326161	14.83%	115,225
2011*	10.000000	10.734253	7.34%	136,054
Aberdeen U.S. Small Cap Equity Fund: Class A - NQ				
2017	47.027996	51.537023	9.59%	30,458
2016	38.653194	47.027996	21.67%	37,115
2015	36.164338	38.653194	6.88%	33,208
2014	34.329327	36.164338	5.35%	35,641
2013	24.468250	34.329327	40.30%	37,059
2012	21.734180	24.468250	12.58%	39,623
2011	23.508324	21.734180	-7.55%	48,353
2010	18.648184	23.508324	26.06%	0
2009	13.738096	18.648184	35.74%	75,542
2008	25.251905	13.738096	-45.60%	81,505
American Century Growth Fund: Investor Class - NQ				
2017	155.737530	199.973020	28.40%	23,429
2016	151.493071	155.737530	2.80%	25,070
2015	146.793120	151.493071	3.20%	29,717
2014	133.716511	146.793120	9.78%	32,800
2013	104.723334	133.716511	27.69%	37,527
2012	93.147510	104.723334	12.43%	45,320
2011	95.227762	93.147510	-2.18%	49,332
2010	82.015831	95.227762	16.11%	0
2009	61.334447	82.015831	33.72%	55,963
2008	99.980990	61.334447	-38.65%	60,777

No Additional Contract Options Elected Total - 1.30%
Variable account charges of the daily net assets of the variable account - 1.30%

Period	Beginning Value	Ending Value	Percentage Change	Units
American Century Income & Growth Fund: Investor Class - NQ				
2017	33.050228	39.350195	19.06%	96,144
2016	29.484181	33.050228	12.09%	105,004
2015	31.667223	29.484181	-6.89%	106,114
2014	28.515657	31.667223	11.05%	108,068
2013	21.286534	28.515657	33.96%	115,075
2012	18.832921	21.286534	13.03%	115,520
2011	18.521282	18.832921	1.68%	134,955
2010	16.445959	18.521282	12.62%	0
2009	14.130376	16.445959	16.39%	175,496
2008	21.918313	14.130376	-35.53%	191,548
American Century International Growth Fund: Investor Class - NQ				
2017	28.572534	36.954362	29.34%	9,496
2016	30.723573	28.572534	-7.00%	11,403
2015	30.948228	30.723573	-0.73%	12,950
2014	33.125661	30.948228	-6.57%	15,665
2013	27.297179	33.125661	21.35%	16,745
2012	22.694716	27.297179	20.28%	21,618
2011	26.081800	22.694716	-12.99%	26,185
2010	23.240709	26.081800	12.22%	79,296
2009	17.569048	23.240709	32.28%	35,850
2008	32.490550	17.569048	-45.93%	38,918
American Century Short Term Government Fund: Investor Class - NQ				
2017	28.976088	28.661076	-1.09%	20,226
2016	29.235770	28.976088	-0.89%	22,953
2015	29.586616	29.235770	-1.19%	23,527
2014	29.878774	29.586616	-0.98%	27,626
2013	30.395890	29.878774	-1.70%	29,437
2012	30.706131	30.395890	-1.01%	35,304
2011	30.638192	30.706131	0.22%	37,086
2010	30.352033	30.638192	0.94%	0
2009	29.946463	30.352033	1.35%	42,021
2008	28.972208	29.946463	3.36%	44,898
American Century Ultra® Fund: Investor Class - NQ				
2017	38.858299	50.589057	30.19%	121,862
2016	37.716286	38.858299	3.03%	133,704
2015	35.997204	37.716286	4.78%	150,715
2014	33.182123	35.997204	8.48%	161,109
2013	24.554610	33.182123	35.14%	179,335
2012	21.788653	24.554610	12.69%	200,190
2011	21.814917	21.788653	-0.12%	226,301
2010	18.961139	21.814917	15.05%	338,737
2009	14.192489	18.961139	33.60%	277,603
2008	24.681509	14.192489	-42.50%	313,110
American Century Variable Portfolios, Inc. - American Century VP International Fund: Class II - Q/NQ				
2017	8.612317	11.130469	29.24%	77,592
2016	9.238414	8.612317	-6.78%	84,582
2015*	10.000000	9.238414	-7.62%	91,820

No Additional Contract Options Elected Total - 1.30%
Variable account charges of the daily net assets of the variable account - 1.30%

Period	Beginning Value	Ending Value	Percentage Change	Units
Delaware High-Yield Opportunities Fund: Institutional Class - NQ				
2017	19.780712	20.945107	5.89%	36,769
2016	17.659248	19.780712	12.01%	40,079
2015	19.140010	17.659248	-7.74%	45,923
2014	19.485749	19.140010	-1.77%	47,405
2013	18.096881	19.485749	7.67%	51,699
2012	15.575699	18.096881	16.19%	53,365
2011	15.440728	15.575699	0.87%	43,302
2010	13.409347	15.440728	15.15%	0
2009*	10.000000	13.409347	34.09%	51,698
Dreyfus Appreciation Fund, Inc. - NQ				
2017	20.982705	26.228651	25.00%	62,005
2016	19.824301	20.982705	5.84%	73,232
2015	20.603434	19.824301	-3.78%	78,079
2014	19.280197	20.603434	6.86%	86,143
2013	16.084197	19.280197	19.87%	93,718
2012	14.790833	16.084197	8.74%	92,607
2011	13.923603	14.790833	6.23%	101,035
2010	12.239306	13.923603	13.76%	234,846
2009	10.247505	12.239306	19.44%	110,097
2008	15.352184	10.247505	-33.25%	118,113
Dreyfus Balanced Opportunity Fund: Class Z - NQ				
2017	15.653836	17.262158	10.27%	35,750
2016	14.394319	15.653836	8.75%	45,088
2015	14.639991	14.394319	-1.68%	35,725
2014	13.785789	14.639991	6.20%	38,238
2013	11.528169	13.785789	19.58%	39,142
2012	10.297491	11.528169	11.95%	40,726
2011	10.617811	10.297491	-3.02%	41,356
2010	9.494402	10.617811	11.83%	165,521
2009	7.883643	9.494402	20.43%	65,248
2008	11.063044	7.883643	-28.74%	69,693
Dreyfus Intermediate Term Income Fund: Class A - NQ				
2017	12.703238	13.068052	2.87%	94,604
2016	12.639826	12.703238	0.50%	105,338
2015	12.994399	12.639826	-2.73%	117,563
2014	12.566449	12.994399	3.41%	133,452
2013	12.900636	12.566449	-2.59%	107,842
2012	12.194805	12.900636	5.79%	117,378
2011	11.513495	12.194805	5.92%	126,265
2010	10.700287	11.513495	7.60%	0
2009	9.258117	10.700287	15.58%	148,448
2008*	10.000000	9.258117	-7.42%	171,020

No Additional Contract Options Elected Total - 1.30%
Variable account charges of the daily net assets of the variable account - 1.30%

Period	Beginning Value	Ending Value	Percentage Change	Units
Dreyfus S&P 500 Index Fund - NQ				
2017	53.783496	64.367181	19.68%	210,963
2016	48.936354	53.783496	9.90%	219,191
2015	49.132876	48.936354	-0.40%	236,442
2014	43.996247	49.132876	11.68%	252,626
2013	33.831142	43.996247	30.05%	267,603
2012	29.689633	33.831142	13.95%	276,731
2011	29.590879	29.689633	0.33%	308,314
2010	26.170165	29.590879	13.07%	550,828
2009	21.037370	26.170165	24.40%	359,565
2008	33.984921	21.037370	-38.10%	390,208
Dreyfus Sustainable U.S. Equity Fund, Inc. (The): Class Z - NQ				
2017	36.741407	41.764862	13.67%	7,480
2016	33.817205	36.741407	8.65%	10,969
2015	35.393589	33.817205	-4.45%	13,859
2014	31.692349	35.393589	11.68%	20,815
2013	23.947291	31.692349	32.34%	16,880
2012	21.729676	23.947291	10.21%	18,331
2011	21.863890	21.729676	-0.61%	21,232
2010	19.347463	21.863890	13.01%	0
2009	14.705790	19.347463	31.56%	26,615
2008	22.678149	14.705790	-35.15%	28,727
Federated Bond Fund: Class F Shares - NQ				
2017	24.287955	25.560983	5.24%	52,983
2016	22.734176	24.287955	6.83%	54,961
2015	23.498442	22.734176	-3.25%	57,966
2014	22.510772	23.498442	4.39%	61,716
2013	22.629059	22.510772	-0.52%	70,211
2012	20.801322	22.629059	8.79%	79,949
2011	19.879497	20.801322	4.64%	71,356
2010	18.170017	19.879497	9.41%	275,280
2009	14.563247	18.170017	24.77%	81,072
2008	16.458348	14.563247	-11.51%	90,719
Federated High Yield Trust: Service Shares - NQ				
2017	23.623791	25.051113	6.04%	46,698
2016	20.908335	23.623791	12.99%	44,718
2015	21.970882	20.908335	-4.84%	54,225
2014	21.393435	21.970882	2.70%	56,163
2013	19.321476	21.393435	10.72%	74,483
2012	16.543484	19.321476	16.79%	81,020
2011	16.196889	16.543484	2.14%	78,508
2010	14.098872	16.196889	14.88%	0
2009	9.184845	14.098872	53.50%	96,655
2008	12.946951	9.184845	-29.06%	85,570

No Additional Contract Options Elected Total - 1.30%
Variable account charges of the daily net assets of the variable account - 1.30%

Period	Beginning Value	Ending Value	Percentage Change	Units
Fidelity Advisor Balanced Fund: Class M - NQ				
2017	25.147160	28.738973	14.28%	36,522
2016	23.876171	25.147160	5.32%	71,592
2015	24.246690	23.876171	-1.53%	70,241
2014	22.417732	24.246690	8.16%	76,575
2013	18.935126	22.417732	18.39%	66,146
2012	17.113725	18.935126	10.64%	66,501
2011	17.132244	17.113725	-0.11%	59,697
2010	15.359638	17.132244	11.54%	0
2009	12.259147	15.359638	25.29%	70,667
2008	18.259649	12.259147	-32.86%	68,727
Fidelity Advisor Equity Income Fund: Class M - NQ				
2017	33.317773	36.841151	10.58%	47,085
2016	28.785086	33.317773	15.75%	50,422
2015	30.574015	28.785086	-5.85%	55,331
2014	28.647767	30.574015	6.72%	58,254
2013	22.812261	28.647767	25.58%	62,482
2012	19.825574	22.812261	15.06%	76,388
2011	20.043620	19.825574	-1.09%	82,492
2010	17.950917	20.043620	11.66%	0
2009	14.635198	17.950917	22.66%	103,627
2008	25.030175	14.635198	-41.53%	127,058
Fidelity Advisor Growth Opportunities Fund: Class M - NQ				
2017	24.605340	32.633086	32.63%	90,186
2016	24.998916	24.605340	-1.57%	85,084
2015	24.215753	24.998916	3.23%	106,324
2014	22.017070	24.215753	9.99%	113,907
2013	16.366977	22.017070	34.52%	114,109
2012	13.966719	16.366977	17.19%	118,799
2011	13.907808	13.966719	0.42%	127,085
2010	11.417505	13.907808	21.81%	0
2009	7.875789	11.417505	44.97%	152,316
2008	17.883749	7.875789	-55.96%	170,528
Fidelity Advisor High Income Advantage Fund: Class M - NQ				
2017	33.293868	36.588639	9.90%	11,311
2016	29.736150	33.293868	11.96%	11,807
2015	31.078976	29.736150	-4.32%	14,511
2014	30.320517	31.078976	2.50%	16,834
2013	27.914960	30.320517	8.62%	18,775
2012	23.956129	27.914960	16.53%	21,112
2011	24.319659	23.956129	-1.49%	22,674
2010	20.907088	24.319659	16.32%	0
2009	12.503411	20.907088	67.21%	29,631
2008	20.744811	12.503411	-39.73%	33,218

No Additional Contract Options Elected Total - 1.30%
Variable account charges of the daily net assets of the variable account - 1.30%

Period	Beginning Value	Ending Value	Percentage Change	Units
Fidelity Asset Manager 50% - NQ				
2017	31.508379	35.473940	12.59%	40,100
2016	29.993864	31.508379	5.05%	42,107
2015	30.522037	29.993864	-1.73%	43,694
2014	29.317611	30.522037	4.11%	49,475
2013	26.065612	29.317611	12.48%	55,673
2012	23.714002	26.065612	9.92%	63,385
2011	24.181900	23.714002	-1.93%	67,768
2010	21.583277	24.181900	12.04%	135,268
2009	16.700070	21.583277	29.24%	76,622
2008	23.435864	16.700070	-28.74%	84,558
Fidelity Capital & Income Fund - NQ				
2017	143.758596	158.415302	10.20%	1,359
2016	131.528097	143.758596	9.30%	1,801
2015	134.500558	131.528097	-2.21%	2,126
2014	128.394333	134.500558	4.76%	2,534
2013	118.573891	128.394333	8.28%	2,945
2012	103.198398	118.573891	14.90%	3,635
2011	106.589493	103.198398	-3.18%	4,043
2010	92.198442	106.589493	15.61%	0
2009	54.264341	92.198442	69.91%	4,474
2008	80.733607	54.264341	-32.79%	4,633
Fidelity Equity-Income Fund - NQ				
2017	161.734939	180.963163	11.89%	31,047
2016	139.592664	161.734939	15.86%	34,104
2015	146.598905	139.592664	-4.78%	40,068
2014	136.667151	146.598905	7.27%	41,708
2013	108.443425	136.667151	26.03%	45,454
2012	93.722795	108.443425	15.71%	48,465
2011	99.617103	93.722795	-5.92%	53,403
2010	87.664859	99.617103	13.63%	110,594
2009	68.567882	87.664859	27.85%	61,956
2008	119.045787	68.567882	-42.40%	70,057
Fidelity Magellan® Fund - NQ				
2017	45.328816	56.604468	24.88%	124,033
2016	43.637227	45.328816	3.88%	138,345
2015	42.488991	43.637227	2.70%	172,996
2014	37.736610	42.488991	12.59%	188,529
2013	28.259020	37.736610	33.54%	202,330
2012	24.266573	28.259020	16.45%	218,594
2011	27.797155	24.266573	-12.70%	242,476
2010	25.054565	27.797155	10.95%	340,110
2009	17.986592	25.054565	39.30%	317,718
2008	36.015823	17.986592	-50.06%	340,577

No Additional Contract Options Elected Total - 1.30%
Variable account charges of the daily net assets of the variable account - 1.30%

Period	Beginning Value	Ending Value	Percentage Change	Units
Fidelity Puritan Fund - NQ				
2017	51.676877	60.568152	17.21%	103,573
2016	49.848455	51.676877	3.67%	116,266
2015	49.625622	49.848455	0.45%	118,299
2014	45.400754	49.625622	9.31%	120,282
2013	38.225038	45.400754	18.77%	129,234
2012	34.037337	38.225038	12.30%	132,343
2011	34.254588	34.037337	-0.63%	144,530
2010	30.432253	34.254588	12.56%	0
2009	24.337414	30.432253	25.04%	174,283
2008	34.808803	24.337414	-30.08%	192,799
Fidelity Variable Insurance Products Fund - VIP High Income Portfolio: Initial Class - NQ				
2017	40.942792	43.214366	5.55%	69
2016	36.193194	40.942792	13.12%	69
2015	38.050053	36.193194	-4.88%	69
2014	38.110931	38.050053	-0.16%	69
2013	36.445450	38.110931	4.57%	69
2012	32.326998	36.445450	12.74%	542
2011	31.482570	32.326998	2.68%	870
2010	28.023266	31.482570	12.34%	1,090
2009	19.722453	28.023266	42.09%	871
2008	26.637843	19.722453	-25.96%	872
Fidelity Variable Insurance Products Fund - VIP Overseas Portfolio: Service Class 2 - Q/NQ				
2017	8.753031	11.230398	28.30%	157,333
2016	9.361183	8.753031	-6.50%	142,283
2015*	10.000000	9.361183	-6.39%	162,530
Franklin Mutual Series Fund, Inc. - Mutual Shares Fund: Class A - NQ				
2017	27.553587	29.428677	6.81%	74,298
2016	24.145309	27.553587	14.12%	80,080
2015	25.508552	24.145309	-5.34%	85,398
2014	24.087129	25.508552	5.90%	95,773
2013	19.104491	24.087129	26.08%	108,318
2012	16.868656	19.104491	13.25%	117,679
2011	17.401163	16.868656	-3.06%	134,013
2010	15.824543	17.401163	9.96%	218,016
2009	12.541243	15.824543	26.18%	167,045
2008	20.529099	12.541243	-38.91%	192,643
Franklin Templeton Variable Insurance Products Trust - Templeton Foreign VIP Fund: Class 2 - Q/NQ				
2017	8.453341	9.736587	15.18%	133,863
2016	7.991008	8.453341	5.79%	158,768
2015	8.658440	7.991008	-7.71%	180,842
2014*	10.000000	8.658440	-13.42%	192,712
Invesco Mid Cap Growth Fund: Class A - Q/NQ				
2017	31.424764	37.907275	20.63%	79,228
2016	31.690924	31.424764	-0.84%	87,045
2015	31.720594	31.690924	-0.09%	99,807
2014	29.777037	31.720594	6.53%	102,420

No Additional Contract Options Elected Total - 1.30%
Variable account charges of the daily net assets of the variable account - 1.30%

Period	Beginning Value	Ending Value	Percentage Change	Units
Janus Global Research Fund: Class T - NQ				
2017	20.646010	25.830346	25.11%	66,646
2016	20.526220	20.646010	0.58%	73,771
2015	21.286886	20.526220	-3.57%	81,137
2014	20.108556	21.286886	5.86%	91,256
2013	15.976764	20.108556	25.86%	102,747
2012	13.508116	15.976764	18.28%	113,396
2011	15.885426	13.508116	-14.97%	130,323
2010	13.920206	15.885426	14.12%	201,045
2009	10.243736	13.920206	35.89%	180,217
2008	18.877687	10.243736	-45.74%	204,627
Janus Henderson Forty Fund: Class T - Q/NQ				
2017*	10.000000	11.202701	12.03%	1,214,211
Janus Henderson Research Fund: Class T - Q/NQ				
2017*	10.000000	11.247974	12.48%	314,715
Lazard U.S. Small-Mid Cap Equity Portfolio: Open Shares - NQ				
2017	37.058114	41.633971	12.35%	75,927
2016	32.387162	37.058114	14.42%	78,110
2015	33.645236	32.387162	-3.74%	96,650
2014	30.707048	33.645236	9.57%	90,882
2013	22.983046	30.707048	33.61%	87,582
2012	20.238201	22.983046	13.47%	88,210
2011	22.806510	20.238201	-11.26%	95,564
2010	18.731525	22.806510	21.75%	169,401
2009	12.247135	18.731525	52.95%	99,016
2008	19.012543	12.247135	-35.58%	103,477
MFS® Strategic Income Fund: Class A - NQ				
2017	19.160440	19.986820	4.31%	66,292
2016	18.001240	19.160440	6.44%	48,471
2015	18.624024	18.001240	-3.34%	63,628
2014	18.323509	18.624024	1.64%	67,591
2013	18.327715	18.323509	-0.02%	80,144
2012	16.772811	18.327715	9.27%	85,387
2011	16.288195	16.772811	2.98%	79,260
2010	15.016726	16.288195	8.47%	146,955
2009	12.174056	15.016726	23.35%	69,165
2008	13.987361	12.174056	-12.96%	56,766

No Additional Contract Options Elected Total - 1.30%
Variable account charges of the daily net assets of the variable account - 1.30%

Period	Beginning Value	Ending Value	Percentage Change	Units
Nationwide Bond Fund: Institutional Service Class - NQ				
2017	81.582308	83.657751	2.54%	69
2016	79.908658	81.582308	2.09%	69
2015	80.852433	79.908658	-1.17%	69
2014	78.485795	80.852433	3.02%	69
2013	79.797503	78.485795	-1.64%	70
2012	74.640591	79.797503	6.91%	70
2011	70.929496	74.640591	5.23%	70
2010	66.475212	70.929496	6.70%	70
2009	58.077823	66.475212	14.46%	70
2008	61.698018	58.077823	-5.87%	71
Nationwide Bond Fund: Institutional Service Class - Q				
2017	81.933595	84.017969	2.54%	16,158
2016	80.252732	81.933595	2.09%	17,326
2015	81.200566	80.252732	-1.17%	13,704
2014	78.823734	81.200566	3.02%	14,024
2013	80.141095	78.823734	-1.64%	14,507
2012	74.961972	80.141095	6.91%	15,949
2011	71.234893	74.961972	5.23%	16,724
2010	66.761427	71.234893	6.70%	18,174
2009	58.327880	66.761427	14.46%	18,205
2008	61.963663	58.327880	-5.87%	18,611
Nationwide Fund: Class A - Q/NQ				
2017	16.458874	19.479921	18.36%	34,976
2016	14.981399	16.458874	9.86%	38,399
2015	15.067377	14.981399	-0.57%	39,433
2014	13.634875	15.067377	10.51%	45,352
2013	10.619429	13.634875	28.40%	49,840
2012	9.418220	10.619429	12.75%	59,348
2011*	10.000000	9.418220	-5.82%	78,149
Nationwide Fund: Institutional Service Class - NQ				
2017	212.548277	252.174642	18.64%	54
2016	193.083904	212.548277	10.08%	54
2015	193.633738	193.083904	-0.28%	54
2014	174.884865	193.633738	10.72%	54
2013	135.844557	174.884865	28.74%	54
2012	120.217214	135.844557	13.00%	54
2011	121.324448	120.217214	-0.91%	55
2010	108.998542	121.324448	11.31%	55
2009	87.776814	108.998542	24.18%	55
2008	152.049479	87.776814	-42.27%	55

No Additional Contract Options Elected Total - 1.30%
Variable account charges of the daily net assets of the variable account - 1.30%

Period	Beginning Value	Ending Value	Percentage Change	Units
Nationwide Fund: Institutional Service Class - Q				
2017	204.059193	242.102900	18.64%	10,020
2016	185.372219	204.059193	10.08%	11,488
2015	185.900080	185.372219	-0.28%	13,113
2014	167.900026	185.900080	10.72%	14,321
2013	130.418974	167.900026	28.74%	14,627
2012	115.415779	130.418974	13.00%	15,531
2011	116.478791	115.415779	-0.91%	19,837
2010	104.645167	116.478791	11.31%	21,924
2009	84.271014	104.645167	24.18%	23,539
2008	145.976641	84.271014	-42.27%	24,470
Nationwide Government Money Market Fund - Investor Shares - On and After 12/25/82 - NQ				
2017	28.546637	28.269655	-0.97%	488
2016	28.921591	28.546637	-1.30%	1,893
2015	29.301724	28.921591	-1.30%	2,590
2014	29.687655	29.301724	-1.30%	2,595
2013	30.078670	29.687655	-1.30%	2,308
2012	30.475923	30.078670	-1.30%	215
2011	30.875958	30.475923	-1.30%	217
2010	31.282581	30.875958	-1.30%	219
2009	31.687620	31.282581	-1.28%	221
2008	31.447901	31.687620	0.76%	223
Nationwide Government Money Market Fund - Investor Shares - On and After 12/25/82 - Q				
2017	22.528141	22.309551	-0.97%	214,297
2016	22.824045	22.528141	-1.30%	236,180
2015	23.124036	22.824045	-1.30%	243,499
2014	23.428601	23.124036	-1.30%	302,631
2013	23.737179	23.428601	-1.30%	329,691
2012	24.050680	23.737179	-1.30%	363,529
2011	24.366370	24.050680	-1.30%	350,112
2010	24.687267	24.366370	-1.30%	362,623
2009	25.006911	24.687267	-1.28%	386,001
2008	24.817732	25.006911	0.76%	439,069
Nationwide Government Money Market Fund - Investor Shares - Pre 12/25/82 - Q				
2017	28.367355	28.092102	-0.97%	529
2016	28.739954	28.367355	-1.30%	558
2015	29.117700	28.739954	-1.30%	778
2014	29.501207	29.117700	-1.30%	810
2013	29.889766	29.501207	-1.30%	843
2012	30.284526	29.889766	-1.30%	775
2011	30.682048	30.284526	-1.30%	808
2010	31.086120	30.682048	-1.30%	1,425
2009	31.488615	31.086120	-1.28%	2,228
2008	31.250402	31.488615	0.76%	2,384

No Additional Contract Options Elected Total - 1.30%
Variable account charges of the daily net assets of the variable account - 1.30%

Period	Beginning Value	Ending Value	Percentage Change	Units
Nationwide Growth Fund: Class A - NQ				
2017	21.716301	27.191095	25.21%	16,979
2016	21.372234	21.716301	1.61%	17,772
2015	20.697889	21.372234	3.26%	26,140
2014	18.364162	20.697889	12.71%	23,367
2013	14.254038	18.364162	28.83%	20,419
2012	12.786939	14.254038	11.47%	22,021
2011	13.214101	12.786939	-3.23%	22,728
2010	11.025351	13.214101	19.85%	93,365
2009	8.424717	11.025351	30.87%	22,868
2008	13.962273	8.424717	-39.66%	21,063
Nationwide Growth Fund: Institutional Service Class - NQ				
2017	140.491822	176.322249	25.50%	111
2016	137.876009	140.491822	1.90%	112
2015	132.980337	137.876009	3.68%	112
2014	117.653327	132.980337	13.03%	112
2013	90.984064	117.653327	29.31%	112
2012	81.398278	90.984064	11.78%	113
2011	83.974377	81.398278	-3.07%	113
2010	69.861368	83.974377	20.20%	113
2009	53.159100	69.861368	31.42%	114
2008	87.868286	53.159100	-39.50%	114
Nationwide Growth Fund: Institutional Service Class - Q				
2017	133.057299	166.991665	25.50%	1,157
2016	130.579899	133.057299	1.90%	1,437
2015	125.943299	130.579899	3.68%	2,124
2014	111.427365	125.943299	13.03%	2,414
2013	86.169387	111.427365	29.31%	2,726
2012	77.090860	86.169387	11.78%	3,040
2011	79.530639	77.090860	-3.07%	3,984
2010	66.164459	79.530639	20.20%	4,820
2009	50.346039	66.164459	31.42%	5,083
2008	83.218499	50.346039	-39.50%	6,081
Nationwide Inflation-Protected Securities Fund: Institutional Service Class - Q/NQ				
2017*	10.000000	10.032382	0.32%	103,326
Nationwide S&P 500 Index Fund: Service Class - NQ				
2017	18.093531	21.639188	19.60%	108,071
2016	16.465074	18.093531	9.89%	102,371
2015	16.542729	16.465074	-0.47%	91,795
2014	14.825503	16.542729	11.58%	96,345
2013	11.408756	14.825503	29.95%	113,183
2012	10.022420	11.408756	13.83%	102,631
2011	10.007110	10.022420	0.15%	94,459
2010	8.863308	10.007110	12.90%	0
2009	7.129157	8.863308	24.32%	102,329
2008	11.549381	7.129157	-38.27%	96,783

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Variable account charges of the daily net assets of the variable account - 1.30%

Period	Beginning Value	Ending Value	Percentage Change	Units
Nationwide Variable Insurance Trust - NVIT Investor Destinations Aggressive Fund: Class II - NQ				
2017	18.916111	22.111844	16.89%	72,036
2016	17.507053	18.916111	8.05%	67,594
2015	17.916475	17.507053	-2.29%	84,998
2014	17.290472	17.916475	3.62%	98,227
2013	13.766996	17.290472	25.59%	95,124
2012	12.034807	13.766996	14.39%	92,312
2011	12.691970	12.034807	-5.18%	94,736
2010	11.217984	12.691970	13.14%	0
2009	8.934928	11.217984	25.55%	127,979
2008	14.333878	8.934928	-37.67%	105,895
Nationwide Variable Insurance Trust - NVIT Investor Destinations Conservative Fund: Class II - NQ				
2017	13.666224	14.255584	4.31%	69,092
2016	13.279531	13.666224	2.91%	69,909
2015	13.418913	13.279531	-1.04%	54,185
2014	13.086543	13.418913	2.54%	45,138
2013	12.647793	13.086543	3.47%	28,612
2012	12.184176	12.647793	3.81%	31,472
2011	11.992806	12.184176	1.60%	26,297
2010	11.474587	11.992806	4.52%	152,265
2009	10.657533	11.474587	7.67%	26,698
2008	11.489938	10.657533	-7.24%	11,637
Nationwide Variable Insurance Trust - NVIT Investor Destinations Moderate Fund: Class II - NQ				
2017	16.795465	18.720701	11.46%	151,189
2016	15.881656	16.795465	5.75%	147,383
2015	16.144879	15.881656	-1.63%	164,453
2014	15.551774	16.144879	3.81%	179,352
2013	13.510177	15.551774	15.11%	169,920
2012	12.352942	13.510177	9.37%	160,517
2011	12.520363	12.352942	-1.34%	175,826
2010	11.437006	12.520363	9.47%	221,981
2009	9.726441	11.437006	17.59%	136,654
2008	12.830858	9.726441	-24.19%	118,611
Nationwide Variable Insurance Trust - NVIT Investor Destinations Moderately Aggressive Fund: Class II - NQ				
2017	18.149681	20.902281	15.17%	184,151
2016	16.950431	18.149681	7.08%	192,578
2015	17.299948	16.950431	-2.02%	198,100
2014	16.699985	17.299948	3.59%	199,795
2013	13.825975	16.699985	20.79%	188,259
2012	12.314057	13.825975	12.28%	204,481
2011	12.746997	12.314057	-3.40%	222,295
2010	11.445822	12.746997	11.37%	330,958
2009	9.322569	11.445822	22.78%	190,707
2008	13.767168	9.322569	-32.28%	176,763

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Variable account charges of the daily net assets of the variable account - 1.30%

Period	Beginning Value	Ending Value	Percentage Change	Units
Nationwide Variable Insurance Trust - NVIT Investor Destinations Moderately Conservative Fund: Class II - NQ				
2017	15.424342	16.626716	7.80%	48,725
2016	14.783832	15.424342	4.33%	45,703
2015	14.983130	14.783832	-1.33%	57,213
2014	14.493556	14.983130	3.38%	64,027
2013	13.289691	14.493556	9.06%	66,850
2012	12.463126	13.289691	6.63%	68,753
2011	12.371750	12.463126	0.74%	64,339
2010	11.550912	12.371750	7.11%	0
2009	10.215525	11.550912	13.07%	42,401
2008	12.182922	10.215525	-16.15%	39,270
Nationwide Variable Insurance Trust - NVIT Multi-Manager International Growth Fund: Class II - Q/NQ				
2017	10.233039	12.679636	23.91%	30,556
2016	10.630202	10.233039	-3.74%	27,894
2015	10.841177	10.630202	-1.95%	24,760
2014	11.134515	10.841177	-2.63%	17,776
2013	9.317313	11.134515	19.50%	14,615
2012	8.171995	9.317313	14.02%	10,693
2011	9.161036	8.171995	-10.80%	10,409
2010	8.155696	9.161036	12.33%	0
2009	6.071023	8.155696	34.34%	1,551
2008*	10.000000	6.071023	-39.29%	58
Nationwide Variable Insurance Trust - Templeton NVIT International Value Fund: Class I - Q/NQ				
2017	14.072567	17.045717	21.13%	15,648
2016	14.100165	14.072567	-0.20%	16,275
2015	14.866112	14.100165	-5.15%	19,984
2014	16.397851	14.866112	-9.34%	17,099
2013	13.833939	16.397851	18.53%	14,639
2012	11.723024	13.833939	18.01%	7,687
2011	13.562540	11.723024	-13.56%	5,784
2010	12.921098	13.562540	4.96%	22,219
2009*	10.000000	12.921098	29.21%	2,858
Neuberger Berman Genesis Fund: Trust Class - NQ				
2017	49.668994	56.622933	14.00%	87,431
2016	42.624572	49.668994	16.53%	92,240
2015	43.121482	42.624572	-1.15%	105,550
2014	43.823336	43.121482	-1.60%	125,937
2013	32.435007	43.823336	35.11%	141,288
2012	29.925495	32.435007	8.39%	154,675
2011	28.985077	29.925495	3.24%	184,779
2010	24.194600	28.985077	19.80%	0
2009	19.417000	24.194600	24.61%	248,226
2008	29.298334	19.417000	-33.73%	292,463

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Period	Beginning Value	Ending Value	Percentage Change	Units
Neuberger Berman Guardian Fund: Investor Class - NQ				
2017	36.390091	44.971988	23.58%	31,558
2016	33.764618	36.390091	7.78%	35,051
2015	35.918878	33.764618	-6.00%	40,821
2014	33.304928	35.918878	7.85%	46,519
2013	24.289868	33.304928	37.11%	50,223
2012	21.815443	24.289868	11.34%	56,334
2011	22.770658	21.815443	-4.19%	64,271
2010	19.303970	22.770658	17.96%	0
2009	15.020634	19.303970	28.52%	78,552
2008	24.631927	15.020634	-39.02%	93,599
Neuberger Berman Large Cap Value Fund: Investor Class - NQ				
2017	54.598109	61.111272	11.93%	40,916
2016	43.139023	54.598109	26.56%	48,012
2015	49.838763	43.139023	-13.44%	53,703
2014	45.484488	49.838763	9.57%	61,190
2013	35.074152	45.484488	29.68%	74,102
2012	30.385090	35.074152	15.43%	75,068
2011	34.693280	30.385090	-12.42%	90,001
2010	30.458601	34.693280	13.90%	269,627
2009	19.768724	30.458601	54.07%	115,319
2008	41.715684	19.768724	-52.61%	124,627
Neuberger Berman Short Duration Bond Fund: Investor Class - NQ				
2017	14.695667	14.613165	-0.56%	21,569
2016	14.774237	14.695667	-0.53%	24,214
2015	14.929237	14.774237	-1.04%	32,995
2014	15.058136	14.929237	-0.86%	35,390
2013	15.159108	15.058136	-0.67%	43,120
2012	14.728675	15.159108	2.92%	47,472
2011	14.815507	14.728675	-0.59%	46,949
2010	14.165466	14.815507	4.59%	174,545
2009	12.661390	14.165466	11.88%	51,020
2008	15.277793	12.661390	-17.13%	59,144
Neuberger Berman Socially Responsive Fund: Trust Class - NQ				
2017	22.143415	25.876617	16.86%	19,800
2016	20.416353	22.143415	8.46%	22,479
2015	20.800823	20.416353	-1.85%	29,669
2014	19.110122	20.800823	8.85%	29,472
2013	14.034428	19.110122	36.17%	29,513
2012	12.834377	14.034428	9.35%	16,676
2011	13.412151	12.834377	-4.31%	19,311
2010	11.087395	13.412151	20.97%	0
2009	8.618537	11.087395	28.65%	15,734
2008	14.292033	8.618537	-39.70%	15,403

No Additional Contract Options Elected Total - 1.30%
Variable account charges of the daily net assets of the variable account - 1.30%

Period	Beginning Value	Ending Value	Percentage Change	Units
Oppenheimer Global Fund: Class A - NQ				
2017	72.811581	97.914757	34.48%	30,581
2016	73.651603	72.811581	-1.14%	34,158
2015	71.826876	73.651603	2.54%	41,620
2014	71.301641	71.826876	0.74%	48,133
2013	56.984042	71.301641	25.13%	53,521
2012	47.815096	56.984042	19.18%	58,974
2011	53.056989	47.815096	-9.88%	70,024
2010	46.469590	53.056989	14.18%	472,552
2009	33.822234	46.469590	37.39%	99,144
2008	58.109405	33.822234	-41.80%	112,726
Oppenheimer Variable Account Funds - Oppenheimer Global Fund/VA: Service Shares - Q/NQ				
2017	10.188688	13.709185	34.55%	290,269
2016	10.338762	10.188688	-1.45%	294,830
2015	10.103888	10.338762	2.32%	337,649
2014*	10.000000	10.103888	1.04%	342,070
Templeton Foreign Fund: Class A - NQ				
2017	29.117196	33.647634	15.56%	18,907
2016	26.425966	29.117196	10.18%	20,503
2015	28.817186	26.425966	-8.30%	23,282
2014	32.732269	28.817186	-11.96%	27,914
2013	26.077611	32.732269	25.52%	30,856
2012	22.286569	26.077611	17.01%	34,374
2011	25.867577	22.286569	-13.84%	37,534
2010	24.154422	25.867577	7.09%	0
2009	16.344198	24.154422	47.79%	58,953
2008	30.717251	16.344198	-46.79%	78,668
Virtus Strategic Allocation Fund: Class A - NQ				
2017	27.321655	32.287064	18.17%	24,077
2016	27.557621	27.321655	-0.86%	25,408
2015	29.080034	27.557621	-5.24%	37,097
2014	28.149780	29.080034	3.30%	38,495
2013	24.705983	28.149780	13.94%	31,246
2012	22.331372	24.705983	10.63%	39,829
2011	22.294929	22.331372	0.16%	32,704
2010	20.200179	22.294929	10.37%	55,447
2009	16.588127	20.200179	21.77%	33,587
2008	22.663423	16.588127	-26.81%	32,818
Wells Fargo Common Stock Fund: Class A - NQ				
2017	10.912868	12.662481	16.03%	120,438
2016	9.701228	10.912868	12.49%	132,004
2015*	10.000000	9.701228	-2.99%	162,600

No Additional Contract Options Elected Total - 1.30%
Variable account charges of the daily net assets of the variable account - 1.30%

Period	Beginning Value	Ending Value	Percentage Change	Units
Wells Fargo Intrinsic Value Fund: Administrative Class - Q/NQ				
2017	13.614749	15.568679	14.35%	43,904
2016	12.839244	13.614749	6.04%	48,317
2015	13.089478	12.839244	-1.91%	59,399
2014	11.998892	13.089478	9.09%	62,337
2013*	10.000000	11.998892	19.99%	68,031
Wells Fargo Large Cap Growth Fund: Class A - Q/NQ				
2017	9.483743	12.442340	31.20%	192,578
2016	9.851864	9.483743	-3.74%	216,400
2015*	10.000000	9.851864	-1.48%	228,435

Appendix C: Contract Types and Tax Information

Types of Contracts

The contracts described in this prospectus are classified according to the tax treatment to which they are subject under the Internal Revenue Code (the "Code"). Following is a general description of the various contract types. Eligibility requirements, tax benefits (if any), limitations, and other features of the contracts will differ depending on contract type.

Non-Qualified Contracts

A non-qualified contract is a contract that does not qualify for certain tax benefits under the Code, such as deductibility of purchase payments, and which is not an IRA, Roth IRA, SEP IRA, Simple IRA, or tax sheltered annuity.

Upon the death of the owner of a non-qualified contract, mandatory distribution requirements are imposed to ensure distribution of the entire balance in the contract within a required period.

Non-qualified contracts that are owned by natural persons allow the deferral of taxation on the income earned in the contract until it is distributed or deemed to be distributed. Non-qualified contracts that are owned by non-natural persons, such as trusts, corporations, and partnerships are generally subject to current income tax on the income earned inside the contract, unless the non-natural person owns the contract as an agent of a natural person.

Charitable Remainder Trusts

Charitable Remainder Trusts are trusts that meet the requirements of Section 664 of the Code. Non-Qualified Contracts that are issued to Charitable Remainder Trusts will differ from other Non-Qualified Contracts in three respects:

(1) Waiver of sales charges. In addition to any sales load waivers included in the contract, Charitable Remainder Trusts may also withdraw the difference between:

  (a) the contract value on the day before the withdrawal; and

  (b) the total amount of purchase payments made to the contract (less an adjustment for amounts surrendered).

(2) Contract ownership at annuitization. On the annuitization date, if the contract owner is a Charitable Remainder Trust, the Charitable Remainder Trust will continue to be the contract owner and the annuitant will NOT become the contract owner.

(3) Recipient of death benefit proceeds. With respect to the death benefit proceeds, if the contract owner is a Charitable Remainder Trust, the death benefit is payable to the Charitable Remainder Trust. Any designation in conflict with the Charitable Remainder Trust's right to the death benefit will be void.

While these provisions are intended to facilitate a Charitable Remainder Trust's ownership of this contract, the rules governing Charitable Remainder Trusts are numerous and complex. A Charitable Remainder Trust that is considering purchasing this contract should seek the advice of a qualified tax and/or financial advisor prior to purchasing the contract. An annuity that has a Charitable Remainder Trust endorsement is not a Charitable Remainder Trust; the endorsement is merely to facilitate ownership of the contract by a Charitable Remainder Trust.

Individual Retirement Annuities (IRAs)

IRAs are contracts that satisfy the provisions of Section 408(b) of the Code, including the following requirements:

- the contract is not transferable by the owner;
- the premiums are not fixed;
- if the contract owner is younger than age 50, the annual premium cannot exceed $5,500; if the contract owner is age 50 or older, the annual premium cannot exceed $6,500 (although rollovers of greater amounts from Qualified Plans, Tax Sheltered Annuities, certain 457 governmental plans, and other IRAs can be received);
- certain minimum distribution requirements must be satisfied after the owner attains the age of 70½;
- the entire interest of the owner in the contract is nonforfeitable; and
- after the death of the owner, additional distribution requirements may be imposed to ensure distribution of the entire balance in the contract within the statutory period of time.

Depending on the circumstance of the owner, all or a portion of the contributions made to the account may be deducted for federal income tax purposes.

IRAs may receive rollover contributions from other individual retirement accounts, other individual retirement annuities, tax sheltered annuities, certain 457 governmental plans, and qualified retirement plans (including 401(k) plans).

When the owner of an IRA attains the age of 70½, the Code requires that certain minimum distributions be made. In addition, upon the death of the owner of an IRA, mandatory distribution requirements are imposed by the Code to ensure distribution of the entire contract value within the required statutory period. Due to recent changes in Treasury Regulations, the amount used to compute the mandatory distributions may exceed the contract value.

Failure to make the mandatory distributions can result in an additional penalty tax of 50% of the excess of the amount required to be distributed over the amount that was actually distributed.

For further details regarding IRAs, refer to the disclosure statement provided when the IRA was established and the annuity contract's IRA endorsement.

As used herein, the term ″individual retirement plans″ shall refer to both individual retirement annuities and individual retirement accounts that are described in Section 408 of the Code.

One-Rollover-Per-Year Limitation

A contract owner can receive a distribution from an IRA and roll it into another IRA within 60 days from the date of the distribution and not have the amount of the distribution included in taxable income. Only one rollover per year from a contract owner's IRA is allowed. The one year period begins on the date the contract owner receives the IRA distribution, and not on the date the IRA was rolled over. The Internal Revenue Service (″IRS″) has interpreted this one-rollover-per-year limitation as applying separately to each IRA a contract owner owns.

However, on March 20, 2014, the IRS issued Announcement 2014-15 in which it decided to follow the Tax Court's interpretation of the one rollover per year rule in the Bobrow case. In Bobrow, the Tax Court interpreted the one-rollover-per-year limitation as applying in the aggregate to all the IRAs that a taxpayer owns. This means that a contract owner cannot make an IRA rollover distribution if, within the previous one year period, an IRA rollover distribution was taken from any other IRAs owned. Also, rollovers between an individual's Roth IRAs would prevent a separate rollover within the 1-year period between the individual's traditional IRAs, and vice versa. The IRS began applying this new interpretation to any IRA rollover distribution that occurs on or after January 1, 2015.

Direct transfers IRA funds between IRA trustees are not subject to the one rollover per year limitation because such transfers are not considered rollover distributions. Also, a rollover from a traditional IRA to a Roth IRA (a conversion) is not subject to the one roll over per year limitation, and such a rollover is disregarded in applying the one rollover per year limitation to other rollovers.

Roth IRAs

Roth IRA contracts are contracts that satisfy the provisions of Section 408A of the Code, including the following requirements:

- the contract is not transferable by the owner;
- the premiums are not fixed;
- if the contract owner is younger than age 50, the annual premium cannot exceed $5,500; if the contract owner is age 50 or older, the annual premium cannot exceed $6,500 (although rollovers of greater amounts from other Roth IRAs and other individual retirement plans can be received);
- the entire interest of the owner in the contract is nonforfeitable; and
- after the death of the owner, certain distribution requirements may be imposed to ensure distribution of the entire balance in the contract within the statutory period of time.

A Roth IRA can receive a rollover from an individual retirement plan or another eligible retirement plan; however, the amount rolled over from the individual retirement plan or other eligible retirement plan to the Roth IRA is required to be included in the owner's federal gross income at the time of the rollover, and will be subject to federal income tax. However, a rollover or conversion of an amount from an IRA or eligible retirement plan after December 31, 2017 cannot be recharacterized back to an IRA.

For further details regarding Roth IRAs, please refer to the disclosure statement provided when the Roth IRA was established and the annuity contract's IRA endorsement.

Simplified Employee Pension IRAs (SEP IRA)

A SEP IRA is a written plan established by an employer for the benefit of employees which permits the employer to make contributions to an IRA established for the benefit of each employee.

An employee may make deductible contributions to a SEP IRA subject to the same restrictions and limitations as an IRA. In addition, the employer may make contributions to the SEP IRA, subject to dollar and percentage limitations imposed by both the Code and the written plan.

A SEP IRA plan must satisfy:

- minimum participation rules;
- top-heavy contribution rules;
- nondiscriminatory allocation rules; and
- requirements regarding a written allocation formula.

In addition, the plan cannot restrict withdrawals of non-elective contributions, and must restrict withdrawals of elective contributions before March 15th of the following year.

When the owner of a SEP IRA attains the age of 70½, the Code requires that certain minimum distributions be made. Due to recent changes in Treasury Regulations, the amount used to compute the minimum distributions may exceed the contract value. In addition, upon the death of the owner of a SEP IRA, mandatory distribution requirements are imposed by the Code to ensure distribution of the entire contract value within the required statutory period.

Simple IRAs

A Simple IRA is an Individual Retirement Annuity that is funded exclusively by a qualified salary reduction arrangement and satisfies:

- vesting requirements;
- participation requirements; and
- administrative requirements.

The funds contributed to a Simple IRA cannot be commingled with funds in other individual retirement plans or SEP IRAs.

A Simple IRA cannot receive rollover distributions except from another Simple IRA.

When the owner of a Simple IRA attains the age of 70½, the Code requires that certain minimum distributions be made. Due to recent changes in Treasury Regulations, the amount used to compute the minimum distributions may exceed the contract value. In addition, upon the death of the owner of a Simple IRA, mandatory distribution requirements are imposed by the Code to ensure distribution of the entire contract value within the required statutory period.

Tax Sheltered Annuities

Certain tax-exempt organizations (described in Section 501(c)(3) of the Code) and public school systems may establish a plan under which annuity contracts can be purchased for their employees. These annuity contracts are often referred to as Tax Sheltered Annuities.

Purchase payments made to Tax Sheltered Annuities are excludable from the income of the employee, up to statutory maximum amounts. These amounts should be set forth in the plan adopted by the employer.

Tax Sheltered Annuities may receive rollover contributions from Individual Retirement Accounts, Individual Retirement Annuities, other Tax Sheltered Annuities, certain 457 governmental plans, and qualified retirement plans (including 401(k) plans).

The owner’s interest in the contract is nonforfeitable (except for failure to pay premiums) and cannot be transferred.

When the owner of a Tax Sheltered Annuity attains the age of 70½, the Code requires that certain minimum distributions be made. Due to recent changes in Treasury Regulations, the amount used to compute the minimum distributions may exceed the contract value. In addition, upon the death of the owner of a Tax Sheltered Annuity, mandatory distribution requirements are imposed by the Code to ensure distribution of the entire contract value within the required statutory period.

Final 403(b) Regulations issued by the Internal Revenue Service impose certain restrictions on non-taxable transfers or exchanges of one 403(b) Tax Sheltered Annuity contract for another. Nationwide will no longer issue or accept applications for new and/or in-service transfers to new or existing Nationwide individual 403(b) Tax Sheltered Annuity contracts used for salary reduction plans not subject to ERISA. Nationwide will continue to accept applications and in-service transfers for individual 403(b) Tax Sheltered Annuity contracts used for 403(b) plans that are subject to ERISA and certain state Optional Retirement Plans and/or Programs that have purchased at least one individual annuity contract issued by Nationwide prior to September 25, 2007.

Commencing in 2009, Tax Sheltered Annuities must be issued pursuant to a written plan, and the plan must satisfy various administrative requirements. Check with your employer to ensure that these requirements will be satisfied in a timely manner.

Investment Only (Qualified Plans)

Contracts that are owned by Qualified Plans are not intended to confer tax benefits on the beneficiaries of the plan; they are used as investment vehicles for the plan. The income tax consequences to the beneficiary of a Qualified Plan are controlled by the operation of the plan, not by operation of the assets in which the plan invests.

Beneficiaries of Qualified Plans should contact their employer and/or trustee of the plan to obtain and review the plan, trust, summary plan description and other documents for the tax and other consequences of being a participant in a Qualified Plan.

Federal Tax Considerations

Federal Income Taxes

The tax consequences of purchasing a contract described in this prospectus will depend on:

- the type of contract purchased;
- the purposes for which the contract is purchased; and
- the personal circumstances of individual investors having interests in the contracts.

Existing tax rules are subject to change, and may affect individuals differently depending on their situation. Nationwide does not guarantee the tax status of any contracts or any transactions involving the contracts.

The following is a brief summary of some of the federal income tax considerations related to the types of contracts sold in connection with this prospectus. In addition to the federal income tax, distributions from annuity contracts may be subject to state and local income taxes. Nothing in this prospectus should be considered to be tax advice. Purchasers and prospective purchasers of the contract should consult a financial consultant, tax advisor, or legal counsel to discuss the taxation and use of the contracts.

IRAs, SEP IRAs, and Simple IRAs

Distributions from IRAs, SEP IRAs, and Simple IRAs are generally taxed as ordinary income when received. If any of the amounts contributed to the Individual Retirement Annuity was non-deductible for federal income tax purposes, then a portion of each distribution is excludable from income.

If distributions of income from an IRA are made prior to the date that the owner attains the age of 59½ years, the income is subject to the regular income tax, and an additional penalty tax of 10% is generally applicable. (For Simple IRAs, the 10% penalty is increased to 25% if the distribution is made during the 2-year period beginning on the date that the individual first participated in the Simple IRA.) The 10% penalty tax can be avoided if the distribution is:

- made to a beneficiary on or after the death of the owner;
- attributable to the owner becoming disabled (as defined in the Code);
- part of a series of substantially equal periodic payments made not less frequently than annually made for the life (or life expectancy) of the owner, or the joint lives (or joint life expectancies) of the owner and his or her designated beneficiary;
- used for qualified higher education expenses; or
- used for expenses attributable to the purchase of a home for a qualified first-time buyer.

If the contract owner dies before the contract is completely distributed, the balance will be included in the contract owner's gross estate for tax purposes.

Roth IRAs

Distributions of earnings from Roth IRAs are taxable or nontaxable depending upon whether they are ″qualified distributions″ or ″non-qualified distributions.″ A ″qualified distribution″ is one that is made after the Roth IRA has satisfied the five-year rule and meets one of the following requirements:

- it is made on or after the date on which the contract owner attains age 59½;
- it is made to a beneficiary (or the contract owner's estate) on or after the death of the contract owner;
- it is attributable to the contract owner's disability; or
- it is used for expenses attributable to the purchase of a home for a qualified first-time buyer.

The five-year rule is satisfied if a five taxable-year period has passed. The five taxable-year period begins with the first taxable year in which a contribution is made to any Roth IRA established for the owner.

A qualified distribution is not included in gross income for federal income tax purposes.

A non-qualified distribution is not includable in gross income to the extent that the distribution, when added to all previous distributions, does not exceed the total amount of contributions made to the Roth IRA. Any non-qualified distribution in excess of total contributions is includable in the contract owner's gross income as ordinary income in the year that it is distributed to the contract owner.

Special rules apply for Roth IRAs that have proceeds received from an individual retirement plan prior to January 1, 1999 if the owner elected the special four-year income averaging provisions that were in effect for 1998.

If non-qualified distributions of income from a Roth IRA are made prior to the date that the owner attains the age of 59½ years, the income is subject to both the regular income tax and an additional penalty tax of 10%. The penalty tax can be avoided if the distribution is:

- made to a beneficiary on or after the death of the owner;
- attributable to the owner becoming disabled (as defined in the Code);
- part of a series of substantially equal periodic payments made not less frequently than annually made for the life (or life expectancy) of the owner, or the joint lives (or joint life expectancies) of the owner and his or her designated beneficiary;
- for qualified higher education expenses; or
- used for expenses attributable to the purchase of a home for a qualified first-time buyer.

If the contract owner dies before the contract is completely distributed, the balance will be included in the contract owner's gross estate for tax purposes.

Tax Sheltered Annuities

Distributions from Tax Sheltered Annuities are generally taxed when received. If nondeductible contributions are made, then a portion of each distribution after the annuitization date is excludable from income based on a formula established pursuant to the Code. The formula excludes from income the amount invested in the contract divided by the number of anticipated payments until the full investment in the contract is recovered. Thereafter all distributions are fully taxable.

If a distribution of income is made from a Tax Sheltered Annuity prior to the date that the owner attains the age of 59½ years, the income is subject to both the regular income tax and an additional penalty tax of 10%. The penalty tax can be avoided if the distribution is:

- made to a beneficiary on or after the death of the owner;
- attributable to the owner becoming disabled (as defined in the Code);
- part of a series of substantially equal periodic payments made not less frequently than annually made for the life (or life expectancy) of the owner, or the joint lives (or joint life expectancies) of the owner and his or her designated beneficiary; or
- made to the owner after separation from service with his or her employer after age 55.

A loan from a Tax Sheltered Annuity generally is not considered to be a distribution, and is therefore generally not taxable. However, if the loan is not repaid in accordance with the repayment schedule, the entire balance of the loan would be treated as being in default, and the defaulted amount would be treated as being distributed to the participant as a taxable distribution.

If the contract owner dies before the contract is completely distributed, the balance will be included in the contract owner's gross estate for tax purposes.

Non-Qualified Contracts - Natural Persons as Contract Owners

Generally, the income earned inside a non-qualified annuity contract that is owned by a natural person is not taxable until it is distributed from the contract.

Distributions before the annuitization date are taxable to the contract owner to the extent that the cash value of the contract exceeds the contract owner's investment in the contract at the time of the distribution. In general, the investment in the contract is equal to the purchase payments made with after-tax dollars reduced by any nontaxable distribution. Distributions, for this purpose, include full and partial surrenders, any portion of the contract that is assigned or pledged as collateral for a loan, amounts borrowed from the contract, or any portion of the contract that is transferred by gift. For these purposes, a transfer by gift may occur upon annuitization if the contract owner and the annuitant are not the same individual.

With respect to annuity distributions on or after the annuitization date, a portion of each annuity payment is excludable from taxable income. The amount excludable from each annuity payment is determined by multiplying the annuity payment by a fraction which is equal to the contract owner's investment in the contract, divided by the expected return on the contract. Once the entire investment in the contract is recovered, all distributions are fully includable in income. The maximum amount excludable from income is the investment in the contract. If the annuitant dies before the entire investment in the contract has been excluded from income, and as a result of the annuitant's death no more payments are due under the contract, then the unrecovered investment in the contract may be deducted on his or her final tax return.

Commencing after December 31, 2010, the Code provides that if only a portion of a non-qualified annuity contract is annuitized for either (a) a period of 10 years or greater, or (b) for the life or lives of one or more persons, then the portion of the contract that has been annuitized would be treated as if it were a separate annuity contract. This means that an annuitization date can be established for a portion of the annuity contract (rather than requiring the entire contract to be annuitized at once) and the above description of the taxation of annuity distributions after the annuitization date would apply to the portion of the contract that has been annuitized. The investment in the contract is required to be allocated pro rata between the portion of the contract that is annuitized and the portion that is not. All other benefits under the contract (e.g., death benefit) would also be reduced pro rata. For example, if 1/3 of the cash value of the contract were to be annuitized, the death benefit would also be reduced by 1/3.

In determining the taxable amount of a distribution that is made prior to the annuitization date, all annuity contracts issued after October 21, 1988 by the same company to the same contract owner during the same calendar year will be treated as one annuity contract.

A special rule applies to distributions from contracts that have investments that were made prior to August 14, 1982. For those contracts, distributions that are made prior to the annuitization date are treated first as the nontaxable recovery of the investment in the contract as of that date. A distribution in excess of the amount of the investment in the contract as of August 14, 1982, will be treated as taxable income.

The Code imposes a penalty tax if a distribution is made before the contract owner reaches age 59½. The amount of the penalty is 10% of the portion of any distribution that is includable in gross income. The penalty tax does not apply if the distribution is:

- the result of a contract owner's death;
- the result of a contract owner's disability (as defined in the Code);
- one of a series of substantially equal periodic payments made over the life (or life expectancy) of the contract owner or the joint lives (or joint life expectancies) of the contract owner and the beneficiary selected by the contract owner to receive payment under the annuity payment option selected by the contract owner; or
- is allocable to an investment in the contract before August 14, 1982.

If the contract owner dies before the contract is completely distributed, the balance will be included in the contract owner's gross estate for tax purposes.

Non-Qualified Contracts - Non-Natural Persons as Contract Owners

The previous discussion related to the taxation of non-qualified contracts owned by individuals. Different rules (the so-called ″non-natural persons″ rules) apply if the contract owner is not a natural person.

Generally, contracts owned by corporations, partnerships, trusts, and similar entities are not treated as annuity contracts for most purposes of the Code. Therefore, income earned under a non-qualified contract that is owned by a non-natural person is taxed as ordinary income during the taxable year in which it is earned. Taxation is not deferred, even if the income is not distributed out of the contract. The income is taxable as ordinary income, not capital gain.

The non-natural persons rules do not apply to all entity-owned contracts. For purposes of the non-natural persons rule, a contract that is owned by a non-natural person as an agent of an individual is treated as owned by the individual. This would cause the contract to be treated as an annuity under the Code, allowing tax deferral. However, this exception does not apply when the non-natural person is an employer that holds the contract under a non-qualified deferred compensation arrangement for one or more employees.

The non-natural persons rules also do not apply to contracts that are:

- acquired by the estate of a decedent by reason of the death of the decedent;
- issued in connection with certain qualified retirement plans and individual retirement plans;
- purchased by an employer upon the termination of certain qualified retirement plans; or
- immediate annuities within the meaning of Section 72(u) of the Code.

If the annuitant, who is the individual treated as owning the contract, dies before the contract is completely distributed, the balance may be included in the annuitant's gross estate for tax purposes, depending on the obligations that the non-natural owner may have owed to the annuitant.

Exchanges

As a general rule, federal income tax law treats exchanges of property in the same manner as a sale of the property. However, pursuant to Section 1035 of the Code, an annuity contract may be exchanged tax-free for another annuity contract, provided that the obligee (the person to whom the annuity obligation is owed) is the same for both contracts. If the exchange includes the receipt of other property, such as cash, in addition to another annuity contract, special rules may cause a portion of the transaction to be taxable to the extent of the value of the other property.

Tax Treatment of a Partial 1035 Exchange With Subsequent Withdrawal

In June 2011, the Internal Revenue Service issued Rev. Proc. 2011-38, which addresses the income tax consequences of the direct transfer of a portion of the cash value of an annuity contract in exchange for the issuance of a second annuity contract. Rev. Proc. 2011-38 modified and superseded prior guidance that was contained in Rev. Proc. 2008-24. A direct transfer that satisfies the revenue procedure will be treated as a tax-free exchange under Section 1035 of the Code if, for a period of at least 180 days from the date of the direct transfer, there are no distributions or surrenders from either annuity contract involved in the exchange. In addition, the 180-day period will be deemed to have been satisfied with respect to amounts received as an annuity for a period of 10 years or more, or as an annuity for the life of one or more persons. The taxation of distributions (other than distributions described in the immediately preceding sentence) received from either contract within the 180-day period will be determined using general tax principles to determine the substance of those payments. For example, they could be treated as taxable ″boot″ in an otherwise tax-free exchange, or as a distribution from the new contract. Rev. Proc. 2011-38 also removed numerous exceptions to the 180-day waiting period that Rev. Proc. 2008-11 provided for in its 12-month waiting period. Please discuss any tax consequences concerning any contemplated or completed transactions with a professional tax advisor.

Same-Sex Marriages, Domestic Partnership, and Other Similar Relationships

The Treasury issued final regulations that address what relationships are considered a marriage for federal tax purposes. The final regulations definition of marriage reflects the United States Supreme Court holdings in *Windsor and Obergefell*, as well as Rev. Proc. 2017-13.

The final regulations define the terms ″spouse″, ″husband″, ″wife″, and ″husband and wife″ to be gender neutral so that such terms can apply equally to same sex couples and opposite sex couples. The regulations adopt the ″place of celebration″ rule to determine marital status for federal tax purposes. A marriage of two individuals is recognized for federal tax purposes if the marriage is recognized by a state, possession, or territory of the US in which the marriage was entered into, regardless of the couples place of domicile. Also a marriage entered into in a foreign jurisdiction will be recognized for federal tax purposes if that marriage would be recognized in at least one state, possession, or territory of the US.

Finally, the regulations adopts Rev. Proc. 2013-17 holding that relationships entered into as civil unions, or registered domestic partnerships that is not denominated as marriages under state law are not marriages for federal tax purposes. Therefore, the favorable income-tax deferral options afforded by federal tax law to a married spouse under Code Sections 72 and 401(a)(9) are not available to individuals who have entered into these formal relationships.

Withholding

Pre-death distributions from the contracts are subject to federal income tax. Nationwide is required to withhold the tax from the distributions unless the contract owner requests otherwise. Under some circumstances, the Code will not permit contract owners to waive withholding. Such circumstances include:

- if the payee does not provide Nationwide with a taxpayer identification number; or
- if Nationwide receives notice from the Internal Revenue Service that the taxpayer identification number furnished by the payee is incorrect.

If a contract owner is prohibited from waiving withholding, as described above, the distribution will be subject to withholding rates established by Section 3405 of the Code and is applied against the amount of income that is distributed.

If the distribution is from a Tax Sheltered Annuity, it will be subject to mandatory 20% withholding that cannot be waived, unless:

- the distribution is made directly to another Tax Sheltered Annuity, qualified pension or profit-sharing plan described in Section 401(a), an eligible deferred compensation plan described in Section 457(b) which is maintained by an eligible employer described in section 457(e)(1)(A) or individual retirement plan; or
- the distribution satisfies the minimum distribution requirements imposed by the Code.

Non-Resident Aliens

Generally, a pre-death distribution from a contract to a non-resident alien is subject to federal income tax at a rate of 30% of the amount of income that is distributed.

Nationwide is required to withhold this amount and send it to the Internal Revenue Service. Some distributions to non-resident aliens may be subject to a lower (or no) tax if a treaty applies. In order to obtain the benefits of such a treaty, the non-resident alien must:

(1) provide Nationwide with a properly completed withholding certificate claiming the treaty benefit of a lower tax rate or exemption from tax; and

(2) provide Nationwide with an individual taxpayer identification number.

If the non-resident alien does not meet the above conditions, Nationwide will withhold 30% of income from the distribution.

Another exemption from the 30% withholding rate is available if the non-resident alien provides Nationwide with sufficient evidence that:

(1) the distribution is connected to the non-resident alien's conduct of business in the United States;

(2) the distribution is includable in the non-resident alien's gross income for United States federal income tax purposes; and

(3) provide Nationwide with a properly completed withholding certificate claiming the exemption.

Note that for the preceding exemption, the distributions would be subject to the same withholding rules that are applicable to payments to United States persons.

This prospectus does not address any tax matters that may arise by reason of application of the laws of a non-resident alien's country of citizenship and/or country of residence. Purchasers and prospective purchasers should consult a financial consultant, tax advisor or legal counsel to discuss the applicability of laws of those jurisdictions to the purchase or ownership of a contract.

FATCA

Under Sections 1471 through 1474 of the Internal Revenue Code (commonly referred to as FATCA), distributions from a contract to a foreign financial institution or to a nonfinancial foreign entity, each as described by FATCA, may be subject to United States tax withholding at a flat rate equal to 30% of the taxable amount of the distribution, irrespective of the status of any beneficial owner of the contract or of the distribution. Nationwide may require a contract owner to provide certain information or documentation (*e.g.*, Form W-9 or Form W-8BEN) to determine its withholding requirements under FATCA.

Federal Estate, Gift and Generation Skipping Transfer Taxes

The following transfers may be considered a gift for federal gift tax purposes:

- a transfer of the contract from one contract owner to another; or
- a distribution to someone other than a contract owner.

Upon the contract owner's death, the value of the contract may be subject to estate taxes, even if all or a portion of the value is also subject to federal income taxes.

Section 2612 of the Code may require Nationwide to determine whether a death benefit or other distribution is a ″direct skip″ and the amount of the resulting generation skipping transfer tax, if any. A direct skip is when property is transferred to, or a death benefit or other distribution is made to:

(a) an individual who is two or more generations younger than the contract owner; or

(b) certain trusts, as described in Section 2613 of the Code (generally, trusts that have no beneficiaries who are not two or more generations younger than the contract owner).

If the contract owner is not an individual, then for this purpose only, ″contract owner″ refers to any person:

- who would be required to include the contract, death benefit, distribution, or other payment in his or her federal gross estate at his or her death; or
- who is required to report the transfer of the contract, death benefit, distribution, or other payment for federal gift tax purposes.

If a payment is subject to the generation skipping transfer tax, Nationwide may be required to deduct the amount of the transfer tax from the death benefit, distribution or other payment, and remit it directly to the Internal Revenue Service.

Charge for Tax

Nationwide is not required to maintain a capital gain reserve liability on non-qualified contracts. If tax laws change requiring a reserve, Nationwide may implement and adjust a tax charge.

Diversification

Code Section 817(h) contains rules on diversification requirements for variable annuity contracts. A variable annuity contract that does not meet these diversification requirements will not be treated as an annuity, unless:

- the failure to diversify was accidental;
- the failure is corrected; and
- a fine is paid to the Internal Revenue Service.

The amount of the fine will be the amount of tax that would have been paid by the contract owner if the income, for the period the contract was not diversified, had been received by the contract owner.

If the violation is not corrected, the contract owner will be considered the owner of the underlying securities and will be taxed on the earnings of his or her contract. Nationwide believes that the investments underlying this contract meet these diversification requirements.

Representatives of the Internal Revenue Service have informally suggested, from time to time, that the number of underlying mutual funds available or the number of transfer opportunities available under a variable product may be relevant in determining whether the product qualifies for the desired tax treatment. In 2003, the Internal Revenue Service issued formal guidance, in Revenue Ruling 2003-91, indicating that if the number of underlying mutual funds available in a variable insurance product does not exceed 20, the number of underlying mutual funds alone would not cause the contract to fail to qualify for the desired tax treatment. The Internal Revenue Service has also indicated that exceeding 20 investment options may be considered a factor, along with other factors including the number of transfer opportunities available under the contract, when determining whether the contract qualifies for the desired tax treatment. The revenue ruling did not indicate the actual number of underlying mutual funds that would cause the contract to not provide the desired tax treatment. Should the U.S. Secretary of the Treasury issue additional rules or regulations limiting the number of underlying mutual funds, transfers between underlying mutual funds, exchanges of underlying mutual funds or changes in investment objectives of underlying mutual funds such that the contract would no longer qualify for tax deferred treatment under Section 72 of the Code, Nationwide will take whatever steps are available to remain in compliance.

Based on the above, the contract should be treated as an annuity contract for federal income tax purposes.

Required Distributions

The Code requires that certain distributions be made from the contracts issued in conjunction with this prospectus. Following is an overview of the required distribution rules applicable to each type of contract. Consult a qualified tax or financial advisor for more specific required distribution information.

Required Distributions – General Information

In general, a beneficiary is an individual or other entity that the contract owner designates to receive death proceeds upon the contract owner's death. The distribution rules in the Code make a distinction between ″beneficiary″ and ″designated beneficiary″ when determining the life expectancy that may be used for payments that are made from IRAs, SEP IRAs, Simple IRAs, Roth IRAs and Tax Sheltered Annuities after the death of the contract owner, or that are made from non-qualified contracts after the death of the contract owner. A designated beneficiary is a natural person who is designated by the contract owner as the beneficiary under the contract. Non-natural beneficiaries (e.g. charities or certain trusts) are not designated beneficiaries for the purpose of required distributions and the life expectancy of such a beneficiary is zero.

Life expectancies and joint life expectancies will be determined in accordance with the relevant guidance provided by the Internal Revenue Service and the Treasury Department, including but not limited to Treasury Regulation 1.72-9 and Treasury Regulation 1.401(a)(9)-9.

Required distributions paid upon the death of the contract owner are paid to the beneficiary or beneficiaries stipulated by the contract owner. How quickly the distributions must be made may be determined with respect to the life expectancies of the beneficiaries. For non-qualified contracts, the beneficiaries used in the determination of the distribution period are those in effect on the date of the contract owner's death. For contracts other than non-qualified contracts, the beneficiaries used in the determination of the distribution period do not have to be determined until September 30 of the year following the contract owner's death. If there is more than one beneficiary, the life expectancy of the beneficiary with the shortest life expectancy is used to determine the distribution period. Any beneficiary that is not a designated beneficiary has a life expectancy of zero.

Required Distributions for Non-Qualified Contracts

Code Section 72(s) requires Nationwide to make certain distributions when a contract owner dies. The following distributions will be made in accordance with the following requirements:

(1) If any contract owner dies on or after the annuitization date and before the entire interest in the contract has been distributed, then the remaining interest must be distributed at least as rapidly as the distribution method in effect on the contract owner's death.

(2) If any contract owner dies before the annuitization date, then the entire interest in the contract (consisting of either the death benefit or the contract value reduced by charges set forth elsewhere in the contract) must be distributed within five years of the contract owner's death, provided however:

  (a) any interest payable to or for the benefit of a designated beneficiary may be distributed over the life of the designated beneficiary or over a period not longer than the life expectancy of the designated beneficiary. Payments must begin within one year of the contract owner's death unless otherwise permitted by federal income tax regulations; and

  (b) if the designated beneficiary is the surviving spouse of the deceased contract owner, the spouse can choose to become the contract owner instead of receiving a death benefit. Any distributions required under these distribution rules will be made upon that spouse's death.

In the event that the contract owner is not a natural person (e.g., a trust or corporation), but is acting as an agent for a natural person, for purposes of these distribution provisions:

(a) the death of the annuitant will be treated as the death of a contract owner;

(b) any change of annuitant will be treated as the death of a contract owner; and

(c) in either case, the appropriate distribution will be made upon the death or change, as the case may be.

These distribution provisions do not apply to any contract exempt from Section 72(s) of the Code by reason of Section 72(s)(5) or any other law or rule.

Required Distributions for Tax Sheltered Annuities, IRAs SEP IRAs, Simple IRAs, and Roth IRAs

Distributions from a Tax Sheltered Annuity, IRA, SEP IRA, or Simple IRA must begin no later than April 1 of the calendar year following the calendar year in which the contract owner reaches age 70½. Distributions may be paid in a lump sum or in substantially equal payments over:

(a) the life of the contract owner or the joint lives of the contract owner and the contract owner's designated beneficiary; or

(b) a period not longer than the period determined under the table in Treasury Regulation 1.401(a)(9)-9, which is the deemed joint life expectancy of the contract owner and a person 10 years younger than the contract owner. If the designated beneficiary is the spouse of the contract owner, the period may not exceed the longer of the period determined under such table or the joint life expectancy of the contract owner and the contract owner's spouse, determined in accordance with Treasury Regulation 1.72-9, or such additional guidance as may be provided pursuant to Treasury Regulation 1.401(a)(9)-9.

For Tax Sheltered Annuities, required distributions do not have to be withdrawn from this contract if they are being withdrawn from another Tax Sheltered Annuity of the contract owner.

For IRAs, SEP IRAs, and Simple IRAs, required distributions do not have to be withdrawn from this contract if they are being withdrawn from another IRA, SEP IRA, or Simple IRA of the contract owner.

If the contract owner's entire interest in a Tax Sheltered Annuity, IRA, SEP IRA, or Simple IRA will be distributed in equal or substantially equal payments over a period described in (a) or (b) above, the payments must begin on or before the required beginning date. The required beginning date is April 1 of the calendar year following the calendar year in which the contract owner reaches age 70½. The rules for Roth IRAs do not require distributions to begin during the contract owner's lifetime, therefore, the required beginning date is not applicable to Roth IRAs.

Due to recent changes in Treasury Regulations, the amount used to compute the minimum distribution requirement may exceed the contract value.

If the contract owner dies before the required beginning date (in the case of a Tax Sheltered Annuity, IRA, SEP IRA, or Simple IRA) or before the entire contract value is distributed (in the case of Roth IRAs), any remaining interest in the contract must be distributed by December 31 of the fifth year following the contract owner's death or over a period not exceeding the applicable distribution period, which is determined as follows:

(a) if the designated beneficiary is the contract owner's spouse, the applicable distribution period is the surviving spouse's remaining life expectancy using the surviving spouse's birthday for each distribution calendar year after the calendar year of the contract owner's death. For calendar years after the death of the contract owner's surviving spouse, the applicable distribution period is the spouse's remaining life expectancy using the spouse's age in the calendar year of the spouse's death, reduced by one for each calendar year that elapsed since the calendar year immediately following the calendar year of the spouse's death. Such distributions must begin on or before the later of (a) the end of the calendar year immediately following the calendar year in which the contract owner died; or (b) the end of the calendar year in which the contract owner would have attained 70½;

(b) if the designated beneficiary is not the contract owner's surviving spouse, the applicable distribution period is the designated beneficiary's remaining life expectancy using the designated beneficiary's birthday in the calendar year immediately following the calendar year of the contract owner's death, reduced by one for each calendar year that elapsed thereafter. Such distributions must begin on or before the end of the calendar year immediately following the calendar year in which the contract owner died; and

(c) if there is no designated beneficiary, the entire balance of the contract must be distributed by December 31 of the fifth year following the contract owner's death.

If the contract owner dies on or after the required beginning date, the interest in the Tax Sheltered Annuity, IRA, SEP IRA, or Simple IRA must be distributed over a period not exceeding the applicable distribution period, which is determined as follows:

(a) if the designated beneficiary is the contract owner's spouse, the applicable distribution period is the surviving spouse's remaining life expectancy using the surviving spouse's birthday for each distribution calendar year after the calendar year of the contract owner's death. For calendar years after the death of the contract owner's surviving spouse, the applicable distribution period is the greater of (a) the contract owner's remaining life expectancy using the contract owner's birthday in the calendar year of the contract owner's death, reduced by one for each year thereafter; or (b) the spouse's remaining life expectancy using the spouse's age in the calendar year of the spouse's death, reduced by one for each calendar year that elapsed since the calendar year immediately following the calendar year of the spouse's death;

(b) if the designated beneficiary is not the contract owner's surviving spouse, the applicable distribution period is the greater of (a) the contract owner's remaining life expectancy using the contract owner's birthday in the calendar year of the contract owner's death, reduced by one for each year thereafter; or (b) the designated beneficiary's remaining life expectancy using the designated beneficiary's birthday in the calendar year immediately following the calendar year of the contract owner's death, reduced by one for each calendar year that elapsed thereafter; and

(c) if there is no designated beneficiary, the applicable distribution period is the contract owner's remaining life expectancy using the contract owner's birthday in the calendar year of the contract owner's death, reduced by one for each year thereafter.

If distribution requirements are not met, a penalty tax of 50% is levied on the difference between the amount that should have been distributed for that year and the amount that actually was distributed for that year.

For IRAs, SEP IRAs, and Simple IRAs, all or a portion of each distribution will be included in the recipient's gross income and taxed at ordinary income tax rates. The portion of a distribution that is taxable is based on the ratio between the amount by which non-deductible purchase payments exceed prior non-taxable distributions and total account balances at the time of the distribution. The owner of an IRA, SEP IRA, or Simple IRA must annually report the amount of non-deductible purchase payments, the amount of any distribution, the amount by which non-deductible purchase payments for all years exceed non taxable distributions for all years, and the total balance of all IRAs, SEP IRAs, or Simple IRAs.

Distributions from Roth IRAs may be either taxable or nontaxable, depending upon whether they are ″qualified distributions″ or ″non-qualified distributions.″

Additional Medicare Tax

Effective January 1, 2013, Section 1411 of the Code imposes a surtax of 3.8% on certain net investment income received by individuals and certain trusts and estates. The surtax is imposed on the lesser of (a) net investment income or (b) the excess of the modified adjusted gross income over a threshold amount. For individuals, the threshold amount is $250,000 (married filing jointly); $125,000 (married filing separately); or $200,000 (single, head of household with qualifying person, or qualifying widow(er) with dependent child). The threshold for an estate or trust that is subject to the surtax is generally equal to the dollar amount at which the highest tax bracket under Code Section 1(e) begins for the taxable year. For 2018, that amount is $12,500.

Modified adjusted gross income is equal to adjusted gross income with several modifications; consult with a qualified tax advisor regarding how to determine modified adjusted gross income for purposes of determining the applicability of the surtax.

Net investment income includes, but is not limited to, interest, dividends, capital gains, rent and royalty income, and income from nonqualified annuities. It may also include taxable distributions from, and gain from the sale or surrender of, life insurance contracts. Net investment income does not include, among other things, distributions from certain qualified plans (such as IRAs, Roth IRAs, and plans described in Code Sections 401(a), 401(k), 403(a), 403(b) or 457(b)); however, such distributions, to the extent that they are includible in income for federal income tax purposes, are includible in modified adjusted gross income.

Tax Changes

The foregoing tax information is based on Nationwide's understanding of federal tax laws. It is NOT intended as tax advice. All information is subject to change without notice. You should consult with your personal tax and/or financial advisor for more information.

In 2001, the Economic Growth and Tax Relief Reconciliation Act (EGTRRA) was enacted. EGTRRA made numerous changes to the Code, including the following:

- generally lowering federal income tax rates;
- increasing the amounts that may be contributed to various retirement plans, such as individual retirement plans, Tax Sheltered Annuities, and Qualified Plans;
- increasing the portability of various retirement plans by permitting individual retirement plans, Tax Sheltered Annuities, Qualified Plans and certain governmental 457 plans to ″roll″ money from one plan to another;
- eliminating and/or reducing the highest federal estate tax rates;
- increasing the estate tax credit; and
- for persons dying after 2009, repealing the estate tax.

In 2006, the Pension Protection Act of 2006 made permanent the EGTRRA provisions noted above that increase the amounts that may be contributed to various retirement plans and that expanded the portability of various retirement plans. However, all of the other changes resulting from EGTRRA were scheduled to ″sunset,″ or become ineffective, after December 31, 2010 unless they were extended by additional legislation. The American Taxpayer Relief Act (ATRA) was enacted on January 1, 2013 and made permanent the lower federal income tax rates established under EGTRRA, except for individuals with taxable income above $400,000 ($450,000 for married couples) whose tax rate will revert to the pre-EGTRRA tax rate of 39.6%. ATRA also permanently provides for a maximum federal estate tax rate of 40% with an annually inflation-adjusted $5 million exclusion for estates of persons dying after December 31, 2012. Consult a qualified tax or financial advisor for further information relating to these and other tax issues.

H.R. 1, the Tax Cuts and Jobs Act (the ″Act″) was enacted on December 22, 2017. The Act made numerous changes to the Code effective January 1, 2018, including the following:

- Lowered the federal individual and corporate income tax rates;
- Doubled the federal estate and gift tax exclusion amount to $10 million;
- Eliminated the ability to recharacterize the rollover or conversion of amounts from IRAs or eligible retirement plans to a Roth IRA.

State Taxation

The tax rules across the various states and localities are not uniform and therefore are not discussed in this prospectus. Tax rules that may apply to contracts issued in U.S. territories such as Puerto Rico and Guam are also not discussed. Purchasers and prospective purchasers should consult a financial consultant, tax advisor or legal counsel to discuss the taxation and use of the contracts.

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