

## Nationwide Income Architect<sup>®</sup> Annuity Prospectus dated May 1, 2013

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

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## Nationwide Income Architect<sup>®</sup> Annuity

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



**Nationwide<sup>®</sup>**  
*On Your Side*

*Investments Retirement Insurance*



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

BOA Achiever Annuity, America's Horizon Annuity, BOA IV, 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 Architect 2.0, Nationwide Destination Future, Nationwide Destination Future NY, 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, BOA Elite Venue Annuity, BOA America's Future Annuity II, BOA Future Venue Annuity, Nationwide Heritage Annuity, BOA America's Vision Annuity, Nationwide Destination Freedom+, America's marketFLEX Advisor Annuity, America's marketFLEX II Annuity, America's marketFlex Edge Annuity, BOA All American Annuity, M&T All American, BOA V, NEA Valuebuilder Select, BOA America's Future Annuity, Key Future, NEA Valuebuilder Future, America's Future Horizon Annuity, Nationwide Advisory Retirement Income Annuity, Nationwide Advisory Retirement Income Annuity New York, NEA Valuebuilder, Monument Advisor, and Monument Advisor New York prospectuses dated May 1, 2020

Monument Advisor Select and Monument Advisor Select New York prospectuses dated May 1, 2020, as amended August 20, 2020

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

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

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

Schwab Income Choice Variable Annuity prospectus dated May 1, 2012

Schwab Custom Solutions Variable Annuity prospectus dated May 1, 2010

Nationwide Enterprise The Best of America Annuity and Market Street VIP/2 Annuity (NLAIC) prospectuses dated May 1, 2008

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

ElitePRO LTD and ElitePRO Classic prospectuses dated May 1, 2003

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

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

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

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

America's Horizon Annuity prospectus dated May 1, 2020

Nationwide Income Architect Annuity prospectus dated May 1, 2013

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

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

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

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

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

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

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

*This underlying mutual fund is no longer available to receive transfers or new purchase payments effective September 11, 2020*

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

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

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

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

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

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

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

*This underlying mutual fund is no longer available to receive transfers or new purchase payments effective October 16, 2020*

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

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

Waddell & Reed Advisors Select Preferred (2.0) and Waddell & Reed Advisors Select Preferred NY (2.0) dated May 1, 2019

America's marketFLEX Annuity, BOA America's Exclusive Annuity II, Waddell & Reed Advisors Select Reserve Annuity, and The One Investor Annuity dated May 1, 2016

BOA America's Income Annuity, Waddell & Reed Advisors Select 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, BOA Choice Venue Annuity, Key Choice, and Paine Webber Choice Annuity dated May 1, 2013

Schwab Income Choice Variable Annuity dated May 1, 2012

Schwab Custom Solutions Variable Annuity dated May 1, 2010

Successor, Nationwide Enterprise The Best of America Annuity, Evergreen Ultra Advantage Plus, Nationwide Select Annuity, BOA TruAccord Variable Annuity, Multi-Flex Annuity, Waddell & Reed Advisors Select Annuity, and Market Street VIP/2 Annuity (NLAIC) dated May 1, 2008

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

Evergreen Ultra Advantage dated November 25, 2003

Nationwide Classic Annuity, ElitePRO LTD, ElitePRO Classic, Retirement Ally A, and Retirement Ally B dated May 1, 2003

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

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

American Capital AO, Smith Barney AO, and Citibank Annuity dated May 1, 2000

NLAIC VIP Annuity dated May 2, 1994

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

**The following disclosure changes are made to the prospectus:**

**Risks Associated with COVID-19**

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

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

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

### **CARES Act**

The CARES Act was enacted on March 27, 2020. The CARES Act made numerous changes to the Internal Revenue Code effective January 1, 2020, including the following:

- Waiving the 2020 minimum distribution requirement (RMD) from defined contribution plans and IRAs, including the 2019 RMD taken in 2020 for those individuals turning 70½ in 2019.
- Relief for coronavirus-related distributions and loans from qualified plans and IRAs, which includes an exception from the 10% penalty for early distribution and an exemption from the 20% mandatory withholding requirement.

Along with the passage of the CARES Act, the IRS extended the deadline to make a 2019 IRA or Roth IRA contribution to July 15, 2020 in order to coincide with the extended deadline for filing an individual's income tax return.

**Supplement dated May 1, 2020  
to the  
Nationwide Income Architect Annuity prospectus dated May 1, 2013**

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

**1. The following is added to the prospectus as a result of the SECURE Act that was enacted on December 20, 2019:**

For those contract owners who attained the age of 70 1/2 prior to January 1, 2020, distributions from an IRA, SEP IRA, Simple IRA, or tax sheltered annuity must begin no later than April 1 of the calendar year following the calendar year in which the contract owner reaches age 70 1/2. The SECURE Act raised the age that distributions from IRAs, SEP IRAs, Simple IRAs, or tax sheltered annuities must begin. For contract owners who attain age 72 on or after January 1, 2020, distributions must begin no later than April 1 of the calendar year in which the contract owner turns age 72.

The SECURE Act changed other provisions of the tax law. Consult a tax adviser for more information on the SECURE Act.

**2. The following sections of the prospectus are restated.**

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

<b>Total Annual Mutual Fund Operating Expenses</b>		
	<b>Minimum</b>	<b>Maximum</b>
<b>Total Annual Mutual Fund Operating Expenses</b> (expenses that are deducted from the mutual fund assets, including management fees, distribution (12b-1) fees, and other expenses)	0.40%	1.81%

## Legal Proceedings

### Nationwide Life Insurance Company

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

The Company is subject to legal and regulatory proceedings in the ordinary course of its business. These include proceedings specific to the Company and proceedings generally applicable to business practices in the industries in which the Company operates. The outcomes of these proceedings cannot be predicted due to their complexity, scope, and many uncertainties. The Company believes, however, that based on currently known information, the ultimate outcome of all pending legal and regulatory proceedings is not likely to have a material adverse effect on the Company's financial



position. The Company maintains Professional Liability Insurance and Director and Officer Liability insurance policies that may cover losses for certain legal and regulatory proceedings. The Company will make adequate provision for any probable and reasonably estimable recoveries under such policies.

The various businesses conducted by the Company are subject to oversight by numerous federal and state regulatory entities, including but not limited to the Securities and Exchange Commission, the Financial Industry Regulatory Authority, the Department of Labor, the Internal Revenue Service, the Office of the Comptroller of the Currency and state insurance authorities. Such regulatory entities may, in the normal course of business, be engaged in general or targeted inquiries, examinations and investigations of the Company and/or its affiliates. With respect to all such scrutiny directed at the Company or their affiliates, the Company is cooperating with regulators.

## **Nationwide Investment Services Corporation**

The general distributor, NISC (the "Company"), is subject to legal and regulatory proceedings in the ordinary course of its business. These include proceedings specific to the Company and proceedings generally applicable to business practices in the industries in which the Company operates. The outcomes of these proceedings cannot be predicted due to their complexity, scope and many uncertainties. The Company believes, however, that based on currently known information, the ultimate outcome of all pending legal and regulatory proceedings is not likely to have a material adverse effect on the Company's financial position. The Company has agreements with Nationwide Life Insurance Company (NLIC) under which, NLIC pays all litigation costs on behalf of the Company. Should NLIC be unable or unwilling to pay these costs in the future, the Company would be liable for such costs.

The various businesses conducted by the Company are subject to oversight by numerous federal and state regulatory entities, including but not limited to the Securities and Exchange Commission, the Financial Industry Regulatory Authority, the Department of Labor, the Internal Revenue Service, the Office of the Comptroller of the Currency and state insurance authorities. Such regulatory entities may, in the normal course of business, be engaged in general or targeted inquiries, examinations and investigations of the Company and/or its affiliates. With respect to all such scrutiny directed at the Company or its affiliates, the Company is cooperating with regulators.

## **Underlying Mutual Fund Information**

This appendix contains information about the underlying mutual funds in which the Sub-Accounts invest. The underlying mutual funds in which the Sub-Accounts invest are designed primarily as investments for variable annuity contracts and variable life insurance policies issued by insurance companies. There is no guarantee that the investment objectives will be met. Refer to the prospectus for each underlying mutual fund for more detailed information.

### **Designations Key:**

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

MF: The underlying mutual fund operates as a "feeder fund", which means it invests all of its investment assets in another mutual fund, the "master fund". Investors in this underlying mutual fund will bear the fees and expenses of both this underlying mutual fund and the "master fund" in which it invests. Therefore, this may result in higher expenses than those of other underlying mutual funds that invest directly in individual securities. Refer to the prospectus for this underlying mutual fund for more information.

### **AllianceBernstein Variable Products Series Fund, Inc. - AB VPS Balanced Wealth Strategy Portfolio: Class B**

Investment Advisor: AllianceBernstein L.P.  
Investment Objective: To maximize total return consistent with the Adviser's determination of reasonable risk.

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

Investment Advisor: AllianceBernstein L.P.  
Investment Objective: Long-term growth of capital.

### **American Century Variable Portfolios II, Inc. - American Century VP Inflation Protection Fund: Class II**

Investment Advisor: American Century Investment Management, Inc.  
Investment Objective: The fund pursues long-term total return using a strategy that seeks to protect against U.S. inflation.

**American Century Variable Portfolios, Inc. - American Century VP Mid Cap Value Fund: Class II**

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

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

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

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

*This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2013*

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

**BNY Mellon Stock Index Fund, Inc.: Service Shares**

*This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2013*

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

**BNY Mellon Variable Investment Fund - Appreciation Portfolio: Service Shares**

*This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2016*

Investment Advisor: BNY Mellon Investment Adviser, Inc.  
Sub-advisor: Fayez Sarofim & Co.  
Investment Objective: The fund seeks long-term capital growth consistent with the preservation of capital. Its secondary goal is current income.

**Delaware VIP Trust - Delaware VIP Small Cap Value Series: Service Class**

Investment Advisor: Delaware Management Company, Inc.  
Investment Objective: The fund seeks capital appreciation.

**Fidelity Variable Insurance Products Fund - VIP Contrafund® Portfolio: Service Class 2**

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

**Fidelity Variable Insurance Products Fund - VIP Equity-Income Portfolio: Service Class 2**

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

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

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

**Fidelity Variable Insurance Products Fund - VIP Investment Grade Bond Portfolio: Service Class 2**

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

**Fidelity Variable Insurance Products Fund - VIP Mid Cap Portfolio: Service Class 2**

*This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2017*

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

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

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

**Franklin Templeton Variable Insurance Products Trust - Franklin Small Cap Value VIP Fund: Class 2**

*This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2013*

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

**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 - Invesco V.I. Mid Cap Core Equity Fund: Series II Shares**

*This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2015*

Investment Advisor: Invesco Advisers, Inc.  
Investment Objective: Long-term growth of capital.

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

*This underlying mutual fund is only available in contracts for which good order applications were received before April 30, 2020*

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

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

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

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

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

**Ivy Variable Insurance Portfolios - Mid Cap Growth: Class II**

Investment Advisor: Ivy Investment Management Company  
Investment Objective: To seek to provide growth of capital.

**Ivy Variable Insurance Portfolios - Pathfinder Conservative: Class II**

*This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2018*

Investment Advisor: Ivy Investment Management Company  
Investment Objective: To seek to provide total return consistent with a conservative level of risk as compared to the other Ivy Funds VIP Pathfinder Portfolios.

Designation: FF

**Ivy Variable Insurance Portfolios - Pathfinder Moderate: Class II**

*This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2018*

Investment Advisor: Ivy Investment Management Company  
Investment Objective: To seek to provide total return consistent with a moderate level of risk as compared to the other Ivy Funds VIP Pathfinder Portfolios.

Designation: FF

**Ivy Variable Insurance Portfolios - Pathfinder Moderately Aggressive: Class II**

*This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2018*

Investment Advisor: Ivy Investment Management Company  
Investment Objective: To seek to provide growth of capital, but also to seek income consistent with a moderately aggressive level of risk as compared to the other Ivy Funds VIP Pathfinder Portfolios.

Designation: FF

**Ivy Variable Insurance Portfolios - Pathfinder Moderately Conservative: Class II**

*This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2018*

Investment Advisor: Ivy Investment Management Company  
Investment Objective: To seek to provide total return consistent with a moderately conservative level of risk as compared to the other Ivy Funds VIP Pathfinder Portfolios.

Designation: FF

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

*This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2014*

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

**MFS® Variable Insurance Trust - MFS New Discovery Series: Service Class**

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

**MFS® Variable Insurance Trust - MFS Value Series: Service Class**

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

**MFS® Variable Insurance Trust II - MFS International Intrinsic Value Portfolio: Service Class**

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

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

*This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2009*

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

**Mutual Fund and Variable Insurance Trust - Rational Insider Buying VA Fund**

*This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2015*

Investment Advisor: Rational Advisors, Inc.  
Sub-advisor: Tuttle Tactical Management, LLC  
Investment Objective: Seeks total return on investment with dividend income as an important component of that return

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

Investment Advisor: Capital Research and Management Company, Nationwide Fund Advisors  
Investment Objective: The fund seeks to provide high total return (including income and capital gains) consistent with preservation of capital over the long term.

Designation: MF

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

Investment Advisor: Capital Research and Management Company, Nationwide Fund Advisors  
Investment Objective: The Fund seeks to provide as high a level of current income as is consistent with the preservation of capital.

Designation: MF

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

Investment Advisor: Capital Research and Management Company, Nationwide Fund Advisors  
Investment Objective: The Fund seeks to provide long-term growth of capital.

Designation: MF

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

Investment Advisor: Capital Research and Management Company, Nationwide Fund Advisors  
Investment Objective: The Fund seeks to provide growth of capital.

Designation: MF

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

Investment Advisor: Capital Research and Management Company, Nationwide Fund Advisors  
Investment Objective: The fund seeks to achieve long-term growth of capital and income.  
Designation: MF

**Nationwide Variable Insurance Trust - Amundi NVIT Multi Sector Bond Fund: Class I**

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

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

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

**Nationwide Variable Insurance Trust - Neuberger Berman NVIT Multi Cap Opportunities Fund: Class II**

Investment Advisor: Nationwide Fund Advisors  
Sub-advisor: Neuberger Berman Investment Advisers LLC  
Investment Objective: The fund seeks long-term capital growth.

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

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

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

Investment Advisor: Nationwide Fund Advisors  
Sub-advisor: AQR Capital Management, LLC  
Investment Objective: The Fund seeks total return through a flexible combination of capital appreciation and current income.

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

Investment Advisor: Nationwide Fund Advisors  
Investment Objective: The Fund seeks a high level of total return through investment in both equity and fixed income securities.

Designation: FF

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

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

Designation: FF

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

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

Designation: FF

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

*This underlying mutual fund is only available in contracts for which good order applications were received before December 1, 2009*

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

Designation: FF

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

Investment Advisor: Nationwide Fund Advisors  
Investment Objective: The fund seeks a high level of total return consistent with a moderately conservative level of risk.

Designation: FF

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

*This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2020*

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

**Nationwide Variable Insurance Trust - NVIT Core Bond Fund: Class II**

Investment Advisor: Nationwide Fund Advisors  
Sub-advisor: Nationwide Asset Management, LLC  
Investment Objective: The Fund seeks a high level of current income consistent with preserving capital.

**Nationwide Variable Insurance Trust - NVIT Core Plus Bond Fund: Class II**

Investment Advisor: Nationwide Fund Advisors  
Sub-advisor: Neuberger Berman Investment Advisers LLC  
Investment Objective: The Fund seeks long-term total return consistent with reasonable risk.

**Nationwide Variable Insurance Trust - NVIT Government Bond Fund: Class I**

Investment Advisor: Nationwide Fund Advisors  
Sub-advisor: Nationwide Asset Management, LLC  
Investment Objective: The Fund seeks as high a level of current income as is consistent with preserving capital.

**Nationwide Variable Insurance Trust - NVIT Government Money Market Fund: Class I**

Investment Advisor: Nationwide Fund Advisors  
Sub-advisor: Federated Investment Management Company  
Investment Objective: The Fund seeks as high a level of current income as is consistent with preserving capital and maintaining liquidity. The Fund is a money market fund that seeks to maintain a stable net asset value of \$1.00 per share.

**Nationwide Variable Insurance Trust - NVIT International Equity Fund: Class II**

*This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2020*

Investment Advisor: Nationwide Fund Advisors  
Sub-advisor: Lazard Asset Management LLC  
Investment Objective: The Fund seeks long-term capital growth by investing primarily in equity securities of companies in Europe, Australasia, the Far East and other regions, including developing countries.

**Nationwide Variable Insurance Trust - NVIT International Index Fund: Class VIII**

Investment Advisor: Nationwide Fund Advisors  
Sub-advisor: BlackRock Investment Management, LLC  
Investment Objective: The Fund seeks to match the performance of the MSCI EAFE® Index as closely as possible before the deduction of Fund expenses.



**Nationwide Variable Insurance Trust - NVIT Investor Destinations Balanced Fund: Class II**

Investment Advisor: Nationwide Fund Advisors  
Investment Objective: The Fund seeks a high level of total return through investment in both equity and fixed-income securities.  
Designation: FF

**Nationwide Variable Insurance Trust - NVIT Investor Destinations Capital Appreciation Fund: Class II**

Investment Advisor: Nationwide Fund Advisors  
Investment Objective: The Fund seeks growth of capital, but also seeks income consistent with a less aggressive level of risk as compared to other NVIT Investor Destinations Funds.  
Designation: FF

**Nationwide Variable Insurance Trust - NVIT Investor Destinations Moderate Fund: Class II**

Investment Advisor: Nationwide Fund Advisors  
Investment Objective: The Fund seeks a high level of total return consistent with a moderate level of risk as compared to other Investor Destinations Funds.  
Designation: FF

**Nationwide Variable Insurance Trust - NVIT Investor Destinations Moderately Aggressive Fund: Class II**

*This underlying mutual fund is only available in contracts for which good order applications were received before December 1, 2009*

Investment Advisor: Nationwide Fund Advisors  
Investment Objective: The Fund seeks growth of capital, but also seeks income consistent with a moderately aggressive level of risk as compared to other Investor Destinations Funds.  
Designation: FF

**Nationwide Variable Insurance Trust - NVIT Investor Destinations Moderately Conservative Fund: Class II**

Investment Advisor: Nationwide Fund Advisors  
Investment Objective: The Fund seeks a high level of total return consistent with a moderately conservative level of risk.  
Designation: FF

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

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

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

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

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

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

**Nationwide Variable Insurance Trust - NVIT Mid Cap Index Fund: Class I**

Investment Advisor: Nationwide Fund Advisors  
Sub-advisor: BlackRock Investment Management, LLC  
Investment Objective: The Fund seeks capital appreciation.

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

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

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

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

**Nationwide Variable Insurance Trust - NVIT Multi-Manager Mid Cap Value Fund: Class II**

Investment Advisor: Nationwide Fund Advisors  
Sub-advisor: American Century Investment Management, Inc.; Thompson, Siegel & Walmsley LLC; and WEDGE Capital Management, L.L.P.  
Investment Objective: The fund seeks long-term capital appreciation.

**Nationwide Variable Insurance Trust - NVIT Multi-Manager Small Cap Growth Fund: Class II**

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

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

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

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

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

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

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

**Nationwide Variable Insurance Trust - NVIT S&P 500® Index Fund: Class II**

Investment Advisor: Nationwide Fund Advisors  
Sub-advisor: BlackRock Investment Management, LLC  
Investment Objective: The Fund seeks long-term capital appreciation.

**Nationwide Variable Insurance Trust - NVIT Short Term Bond Fund: Class II**

Investment Advisor: Nationwide Fund Advisors  
Sub-advisor: Nationwide Asset Management, LLC  
Investment Objective: The Fund seeks to provide a high level of current income while preserving capital and minimizing fluctuations in share value.

**Nationwide Variable Insurance Trust - NVIT Small Cap Index Fund: Class II**

Investment Advisor: Nationwide Fund Advisors  
Sub-advisor: BlackRock Investment Management, LLC  
Investment Objective: The Fund seeks to match the performance of the Russell 2000® Index as closely as possible before the deduction of Fund expenses.

**Nationwide Variable Insurance Trust - NVIT Wells Fargo Discovery Fund: Class II**

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



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

*This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2012*

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.

**PIMCO Variable Insurance Trust - Low Duration Portfolio: Advisor Class**

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

**PIMCO Variable Insurance Trust - Total Return Portfolio: Advisor Class**

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

**Wells Fargo Variable Trust - VT Small Cap Growth Fund: Class 2**

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

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

BOA Achiever Annuity, BOA IV, BOA America's VISION Annuity, BOA America's Future Annuity, BOA America's FUTURE Annuity II, Compass All American Gold, Nationwide Destination All American Gold, Key All American Gold, M&T All American Gold, Wells Fargo Gold Variable Annuity, BOA Future Venue Annuity, Nationwide Heritage Annuity, Nationwide Destination B, Nationwide Destination C, Nationwide Destination L, BOA Elite Venue Annuity and BOA V dated May 1, 2019

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

Schwab Custom Solutions Variable Annuity and Schwab Income Choice Variable Annuity dated May 1, 2010

<p><b>This supplement updates certain information contained in your prospectus. Please read it and keep it with your prospectus for future reference.</b></p>
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At meetings held December 9-11, 2019, the Board of Trustees of Invesco Funds approved an Agreement and Plan of Reorganization (the "Plan") under which Invesco – Invesco V.I. Mid Cap Growth Fund (the "Merging Fund") will transfer all of its assets and liabilities to the Invesco Oppenheimer V.I. Discovery Mid Cap Growth Fund (the "Acquiring Fund"). The merger will be effective on or about April 30, 2020 (the "Effective Date").

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

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

**Accordingly, the following changes apply to the prospectus:**

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

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

*This underlying mutual fund is only available in contracts for which good order applications were received before April 30, 2020*

Investment Advisor: Invesco Advisers, Inc.

Investment Objective: Capital appreciation.

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

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

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

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

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

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

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

Schwab Income Choice Variable Annuity dated May 1, 2012

Schwab Custom Solutions Variable Annuity dated May 1, 2010

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

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

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

ElitePRO LTD and ElitePRO Classic dated May 1, 2003

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

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

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

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

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

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

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

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

BOA America's Income Annuity and BOA Advisor Variable Annuity prospectuses dated May 1, 2014  
BOA Choice Venue Annuity II , Nationwide Income Architect Annuity , Nationwide Destination EV , Nationwide Destination Navigator, Nationwide Destination Navigator (New York), BOA Choice Venue Annuity, BOA Choice Annuity, and Paine Webber Choice Annuity prospectuses dated May 1, 2013

Schwab Income Choice Variable Annuity prospectus dated May 1, 2012

Schwab Custom Solutions Variable Annuity prospectus dated May 1, 2010

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

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

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

ElitePRO LTD and ElitePRO Classic prospectuses dated May 1, 2003

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

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

NLAIC Options VIP prospectus dated May 1, 2001

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

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

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

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

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

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

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

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

Schwab Income Choice Variable Annuity dated May 1, 2012

Schwab Custom Solutions Variable Annuity dated May 1, 2010

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

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

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

ElitePRO Classic and ElitePRO LTD dated May 1, 2003

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

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

**The following disclosure changes are made to the prospectus:**

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



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

Nationwide Income Architect Annuity dated May 1, 2013

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

**The following disclosure changes are made to the prospectus:**

(1) The cover page of the prospectus is amended to include the following language:

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

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

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

(2) The prospectus offers the following underlying mutual fund as an investment option under the contract/policy. Effective on or about June 1, 2019, the name of the investment option is updated as indicated below:

CURRENT NAME	UPDATED NAME
MFS® Variable Insurance Trust II – MFS International Value Portfolio	MFS® Variable Insurance Trust II – MFS International Intrinsic Value Portfolio

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

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

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

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

<b>CURRENT NAME</b>	<b>UPDATED NAME</b>
Oppenheimer Variable Account Funds – Oppenheimer Capital Appreciation Fund/VA	Invesco Oppenheimer V.I. Capital Appreciation Fund
Oppenheimer Variable Account Funds – Oppenheimer Main Street Fund®/VA	Invesco Oppenheimer V.I. Main Street Fund
Oppenheimer Variable Account Funds – Oppenheimer Main Street Small Cap Fund®/VA	Invesco Oppenheimer V.I. Main Street Small Cap Fund

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

**Nationwide Income Architect Annuity prospectus dated May 1, 2013**

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

**The following sections of the prospectus are restated.**

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

<b>Total Annual Mutual Fund Operating Expenses</b>		
	<b>Minimum</b>	<b>Maximum</b>
<b>Total Annual Mutual Fund Operating Expenses</b> (expenses that are deducted from the mutual fund assets, including management fees, distribution (12b-1) fees, and other expenses)	0.40%	1.93%

## **Legal Proceedings**

### **Nationwide Life Insurance Company**

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

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

The various businesses conducted by the Company are subject to oversight by numerous federal and state regulatory entities, including but not limited to the Securities and Exchange Commission, the Financial Industry Regulatory Authority, the Department of Labor, the Internal Revenue Service, the Office of the Comptroller of the Currency and state insurance authorities. Such regulatory entities may, in the normal course of business, be engaged in general or targeted inquiries, examinations and investigations of the Company and/or its affiliates. With respect to all such scrutiny directed at the Company or their affiliates, the Company is cooperating with regulators.

## Nationwide Investment Services Corporation

The general distributor, NISC (the "Company"), is subject to legal and regulatory proceedings in the ordinary course of its business. These include proceedings specific to the Company and proceedings generally applicable to business practices in the industries in which the Company operates. The outcomes of these proceedings cannot be predicted due to their complexity, scope and many uncertainties. The Company believes, however, that based on currently known information, the ultimate outcome of all pending legal and regulatory proceedings is not likely to have a material adverse effect on the Company's financial position. The Company has agreements with Nationwide Life Insurance Company (NLIC) under which, NLIC pays all litigation costs on behalf of the Company. Should NLIC be unable or unwilling to pay these costs in the future, the Company would be liable for such costs.

The various businesses conducted by the Company are subject to oversight by numerous federal and state regulatory entities, including but not limited to the Securities and Exchange Commission, the Financial Industry Regulatory Authority, the Department of Labor, the Internal Revenue Service, the Office of the Comptroller of the Currency and state insurance authorities. Such regulatory entities may, in the normal course, be engaged in general or targeted inquiries, examinations and investigations of the Company and/or its affiliates. With respect to all such scrutiny directed at the Company or their affiliates, the Company is cooperating with regulators.

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

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

## Underlying Mutual Fund Information

This appendix contains information about the underlying mutual funds in which the Sub-Accounts invest. The underlying mutual funds in which the Sub-Accounts invest are designed primarily as investments for variable annuity contracts and variable life insurance policies issued by insurance companies. There is no guarantee that the investment objectives will be met. Refer to the prospectus for each underlying mutual fund for more detailed information.

### Designations Key:

- FF: The underlying mutual fund primarily invests in other mutual funds. Therefore, a proportionate share of the fees and expenses of any acquired funds are indirectly borne by investors. As a result, investors in this Sub-Account may incur higher charges than if the assets were invested in an underlying mutual fund that does not invest in other mutual funds. Refer to the prospectus for this underlying mutual fund for more information.
- MF: The underlying mutual fund operates as a "feeder fund", which means it invests all of its investment assets in another mutual fund, the "master fund". Investors in this underlying mutual fund will bear the fees and expenses of both this underlying mutual fund and the "master fund" in which it invests. Therefore, this may result in higher expenses than those of other underlying mutual funds that invest directly in individual securities. Refer to the prospectus for this underlying mutual fund for more information.

### AllianceBernstein Variable Products Series Fund, Inc. - AB VPS Balanced Wealth Strategy Portfolio: Class B

Investment Advisor: AllianceBernstein L.P.  
Investment Objective: To maximize total return consistent with the Adviser's determination of reasonable risk.

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

Investment Advisor: AllianceBernstein L.P.  
Investment Objective: Long-term growth of capital.

### American Century Variable Portfolios II, Inc. - American Century VP Inflation Protection Fund: Class II

Investment Advisor: American Century Investment Management, Inc.  
Investment Objective: The fund pursues long-term total return using a strategy that seeks to protect against U.S. inflation.

**American Century Variable Portfolios, Inc. - American Century VP Mid Cap Value Fund: Class II**

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

**Delaware VIP Trust - Delaware VIP Small Cap Value Series: Service Class**

Investment Advisor: Delaware Management Company, Inc.  
Investment Objective: The fund seeks capital appreciation.

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

*This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2013*

Investment Advisor: The Dreyfus Corporation  
Investment Objective: The fund seeks to match the performance of the Standard & Poor's® SmallCap 600 Index (S&P SmallCap 600 Index).

**Dreyfus Stock Index Fund, Inc.: Service Shares**

*This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2013*

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

**Dreyfus Variable Investment Fund - Appreciation Portfolio: Service Shares**

*This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2016*

Investment Advisor: The Dreyfus Corporation  
Sub-advisor: Fayez Sarofim & Co.  
Investment Objective: The fund seeks long-term capital growth consistent with the preservation of capital. Its secondary goal is current income.

**Fidelity Variable Insurance Products Fund - VIP Contrafund® Portfolio: Service Class 2**

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

**Fidelity Variable Insurance Products Fund - VIP Equity-Income Portfolio: Service Class 2**

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

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

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

**Fidelity Variable Insurance Products Fund - VIP Investment Grade Bond Portfolio: Service Class 2**

Investment Advisor: Fidelity Management & Research Company  
Sub-advisor: Fidelity Investments Money Management, Inc., Fidelity Research & Analysis Company, Fidelity International Investment Advisors, Fidelity International Investment Advisors (U.K.) Limited  
Investment Objective: High level of current income.

**Fidelity Variable Insurance Products Fund - VIP Mid Cap Portfolio: Service Class 2**

*This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2017*

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

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

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

**Franklin Templeton Variable Insurance Products Trust - Franklin Small Cap Value VIP Fund: Class 2**

*This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2013*

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

**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 - Invesco V.I. Mid Cap Core Equity Fund: Series II Shares**

*This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2015*

Investment Advisor: Invesco Advisers, Inc.  
Investment Objective: Long-term growth of capital.

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

*This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2012*

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

**Ivy Variable Insurance Portfolios - Mid Cap Growth: Class II**

Investment Advisor: Ivy Investment Management Company  
Investment Objective: To seek to provide growth of capital.

**Ivy Variable Insurance Portfolios - Pathfinder Conservative: Class II**

*This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2018*

Investment Advisor: Ivy Investment Management Company  
Investment Objective: To seek to provide total return consistent with a conservative level of risk as compared to the other Ivy Funds VIP Pathfinder Portfolios.

Designation: FF

**Ivy Variable Insurance Portfolios - Pathfinder Moderate: Class II**

*This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2018*

Investment Advisor: Ivy Investment Management Company  
Investment Objective: To seek to provide total return consistent with a moderate level of risk as compared to the other Ivy Funds VIP Pathfinder Portfolios.

Designation: FF

**Ivy Variable Insurance Portfolios - Pathfinder Moderately Aggressive: Class II**

*This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2018*

Investment Advisor: Ivy Investment Management Company  
Investment Objective: To seek to provide growth of capital, but also to seek income consistent with a moderately aggressive level of risk as compared to the other Ivy Funds VIP Pathfinder Portfolios.

Designation: FF

**Ivy Variable Insurance Portfolios - Pathfinder Moderately Conservative: Class II**

*This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2018*

Investment Advisor: Ivy Investment Management Company  
Investment Objective: To seek to provide total return consistent with a moderately conservative level of risk as compared to the other Ivy Funds VIP Pathfinder Portfolios.

Designation: FF

**Janus Henderson VIT Forty Portfolio: Service Shares**

*This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2014*

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

**MFS® Variable Insurance Trust - MFS New Discovery Series: Service Class**

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

**MFS® Variable Insurance Trust - MFS Value Series: Service Class**

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

**MFS® Variable Insurance Trust II - MFS International Value Portfolio: Service Class**

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

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

*This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2009*

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

**Mutual Fund and Variable Insurance Trust - Rational Insider Buying VA Fund**

*This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2015*

Investment Advisor: Rational Advisors, Inc.  
Sub-advisor: Tuttle Tactical Management, LLC  
Investment Objective: Seeks total return on investment with dividend income as an important component of that return

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

Investment Advisor: Nationwide Fund Advisors  
Sub-advisor: American Century Investment Management, Inc.  
Investment Objective: The Fund seeks capital appreciation, and secondarily current income.

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

Investment Advisor: Capital Research and Management Company, Nationwide Fund Advisors  
Investment Objective: The fund seeks to provide high total return (including income and capital gains) consistent with preservation of capital over the long term.

Designation: MF

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

Investment Advisor: Capital Research and Management Company, Nationwide Fund Advisors  
Investment Objective: The Fund seeks to provide as high a level of current income as is consistent with the preservation of capital.

Designation: MF

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

Investment Advisor: Capital Research and Management Company, Nationwide Fund Advisors  
Investment Objective: The Fund seeks to provide long-term growth of capital.

Designation: MF



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

Investment Advisor: Capital Research and Management Company, Nationwide Fund Advisors  
Investment Objective: The Fund seeks to provide long-term growth of capital.  
Designation: MF

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

Investment Advisor: Capital Research and Management Company, Nationwide Fund Advisors  
Investment Objective: The fund seeks to achieve long-term growth of capital and income.  
Designation: MF

**Nationwide Variable Insurance Trust - Amundi NVIT Multi Sector Bond Fund: Class I**

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

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

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

**Nationwide Variable Insurance Trust - Neuberger Berman NVIT Multi Cap Opportunities Fund: Class II**

Investment Advisor: Nationwide Fund Advisors  
Sub-advisor: Neuberger Berman Investment Advisers LLC  
Investment Objective: The fund seeks long-term capital growth.

**Nationwide Variable Insurance Trust - Neuberger Berman NVIT Socially Responsible Fund: Class II**

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

**Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Balanced Fund: Class II**

Investment Advisor: Nationwide Fund Advisors  
Investment Objective: The Fund seeks a high level of total return through investment in both equity and fixed income securities.

Designation: FF

**Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Capital Appreciation Fund: Class II**

Investment Advisor: Nationwide Fund Advisors  
Investment Objective: The Fund seeks growth of capital, but also seeks income consistent with a less aggressive level of risk as compared to other Cardinal Funds.

Designation: FF

**Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Moderate Fund: Class II**

Investment Advisor: Nationwide Fund Advisors  
Investment Objective: The Fund seeks a high level of total return consistent with a moderate level of risk as compared to other Cardinal Funds.

Designation: FF

**Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Moderately Aggressive Fund: Class II**

*This underlying mutual fund is only available in contracts for which good order applications were received before December 1, 2009*

Investment Advisor: Nationwide Fund Advisors  
Investment Objective: The Fund seeks growth of capital, but also seeks income consistent with a moderately aggressive level of risk as compared to other Cardinal Funds.

Designation: FF



**Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Moderately Conservative Fund: Class II**

Investment Advisor: Nationwide Fund Advisors  
Investment Objective: The fund seeks a high level of total return consistent with a moderately conservative level of risk.  
Designation: FF

**Nationwide Variable Insurance Trust - NVIT Core Bond Fund: Class II**

Investment Advisor: Nationwide Fund Advisors  
Sub-advisor: Nationwide Asset Management, LLC  
Investment Objective: The Fund seeks a high level of current income consistent with preserving capital.

**Nationwide Variable Insurance Trust - NVIT Core Plus Bond Fund: Class II**

Investment Advisor: Nationwide Fund Advisors  
Sub-advisor: Neuberger Berman Investment Advisers LLC  
Investment Objective: The Fund seeks long-term total return consistent with reasonable risk.

**Nationwide Variable Insurance Trust - NVIT Dynamic U.S. Growth Fund: Class II**

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

**Nationwide Variable Insurance Trust - NVIT Government Bond Fund: Class I**

Investment Advisor: Nationwide Fund Advisors  
Sub-advisor: Nationwide Asset Management, LLC  
Investment Objective: The Fund seeks as high a level of current income as is consistent with preserving capital.

**Nationwide Variable Insurance Trust - NVIT Government Money Market Fund: Class I**

Investment Advisor: Nationwide Fund Advisors  
Sub-advisor: Federated Investment Management Company  
Investment Objective: The Fund seeks as high a level of current income as is consistent with preserving capital and maintaining liquidity. The Fund is a money market fund that seeks to maintain a stable net asset value of \$1.00 per share.

**Nationwide Variable Insurance Trust - NVIT International Equity Fund: Class II**

Investment Advisor: Nationwide Fund Advisors  
Sub-advisor: Lazard Asset Management LLC  
Investment Objective: The Fund seeks long-term capital growth by investing primarily in equity securities of companies in Europe, Australasia, the Far East and other regions, including developing countries.

**Nationwide Variable Insurance Trust - NVIT International Index Fund: Class VIII**

Investment Advisor: Nationwide Fund Advisors  
Sub-advisor: BlackRock Investment Management, LLC  
Investment Objective: The Fund seeks to match the performance of the MSCI EAFE® Index as closely as possible before the deduction of Fund expenses.

**Nationwide Variable Insurance Trust - NVIT Investor Destinations Balanced Fund: Class II**

Investment Advisor: Nationwide Fund Advisors  
Investment Objective: The Fund seeks a high level of total return through investment in both equity and fixed-income securities.  
Designation: FF

**Nationwide Variable Insurance Trust - NVIT Investor Destinations Capital Appreciation Fund: Class II**

Investment Advisor: Nationwide Fund Advisors  
Investment Objective: The Fund seeks growth of capital, but also seeks income consistent with a less aggressive level of risk as compared to other NVIT Investor Destinations Funds.  
Designation: FF

**Nationwide Variable Insurance Trust - NVIT Investor Destinations Moderate Fund: Class II**

Investment Advisor: Nationwide Fund Advisors  
Investment Objective: The Fund seeks a high level of total return consistent with a moderate level of risk as compared to other Investor Destinations Funds.  
Designation: FF

**Nationwide Variable Insurance Trust - NVIT Investor Destinations Moderately Aggressive Fund: Class II**

*This underlying mutual fund is only available in contracts for which good order applications were received before December 1, 2009*

Investment Advisor: Nationwide Fund Advisors  
Investment Objective: The Fund seeks growth of capital, but also seeks income consistent with a moderately aggressive level of risk as compared to other Investor Destinations Funds.  
Designation: FF

**Nationwide Variable Insurance Trust - NVIT Investor Destinations Moderately Conservative Fund: Class II**

Investment Advisor: Nationwide Fund Advisors  
Investment Objective: The Fund seeks a high level of total return consistent with a moderately conservative level of risk.  
Designation: FF

**Nationwide Variable Insurance Trust - NVIT Mid Cap Index Fund: Class I**

Investment Advisor: Nationwide Fund Advisors  
Sub-advisor: BlackRock Investment Management, LLC  
Investment Objective: The Fund seeks capital appreciation.

**Nationwide Variable Insurance Trust - NVIT Multi-Manager International Growth Fund: Class II**

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

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

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

**Nationwide Variable Insurance Trust - NVIT Multi-Manager Large Cap Growth Fund: Class II**

Investment Advisor: Nationwide Fund Advisors  
Sub-advisor: Massachusetts Financial Services Company; Smith Asset Management Group; and Loomis, Sayles & Company L.P.  
Investment Objective: The fund seeks long-term capital growth.

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

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

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

Investment Advisor: Nationwide Fund Advisors  
Sub-advisor: Neuberger Berman Investment Advisers LLC and Wells Capital Management, Inc.  
Investment Objective: The fund seeks long-term capital growth.

**Nationwide Variable Insurance Trust - NVIT Multi-Manager Mid Cap Value Fund: Class II**

Investment Advisor: Nationwide Fund Advisors  
Sub-advisor: American Century Investment Management, Inc.; Thompson, Siegel & Walmsley LLC; and WEDGE Capital Management, L.L.P.  
Investment Objective: The fund seeks long-term capital appreciation.

**Nationwide Variable Insurance Trust - NVIT Multi-Manager Small Cap Growth Fund: Class II**

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

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

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

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

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

**Nationwide Variable Insurance Trust - NVIT Nationwide Fund: Class II**

Investment Advisor: Nationwide Fund Advisors  
Sub-advisor: AQR Capital Management, LLC  
Investment Objective: The Fund seeks total return through a flexible combination of capital appreciation and current income.

**Nationwide Variable Insurance Trust - NVIT S&P 500® Index Fund: Class II**

Investment Advisor: Nationwide Fund Advisors  
Sub-advisor: BlackRock Investment Management, LLC  
Investment Objective: The Fund seeks long-term capital appreciation.

**Nationwide Variable Insurance Trust - NVIT Short Term Bond Fund: Class II**

Investment Advisor: Nationwide Fund Advisors  
Sub-advisor: Nationwide Asset Management, LLC  
Investment Objective: The Fund seeks to provide a high level of current income while preserving capital and minimizing fluctuations in share value.

**Nationwide Variable Insurance Trust - NVIT Small Cap Index Fund: Class II**

Investment Advisor: Nationwide Fund Advisors  
Sub-advisor: BlackRock Investment Management, LLC  
Investment Objective: The Fund seeks to match the performance of the Russell 2000® Index as closely as possible before the deduction of Fund expenses.

**Nationwide Variable Insurance Trust - Templeton NVIT International Value Fund: Class I**

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

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

*This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2012*

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.

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

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

**Oppenheimer Variable Account Funds - Oppenheimer Main Street Small Cap Fund®/VA: Service Shares**

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

**PIMCO Variable Insurance Trust - Low Duration Portfolio: Advisor Class**

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

**PIMCO Variable Insurance Trust - Total Return Portfolio: Advisor Class**

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

**Wells Fargo Variable Trust - VT Small Cap Growth Fund: Class 2**

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

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

BOA IV, Nationwide Destination B (2.0), Nationwide Destination B NY (2.0), Nationwide Destination Navigator (2.0), Nationwide Destination Navigator NY (2.0), Nationwide Destination All American Gold (2.0), Nationwide Destination All American Gold NY (2.0), Nationwide Destination Architect 2.0, Nationwide Destination Freedom+ Variable Annuity, BOA CVUL Future, BAE Future Corporate FPVUL, Next Generation Corporate Variable Universal Life, Future Executive VUL, Nationwide YourLife Protection VUL - New York, Nationwide YourLife Accumulation VUL - New York, Nationwide YourLife Survivorship VUL - New York , Nationwide YourLife Protection VUL, Marathon Performance VUL, Nationwide YourLife Accumulation VUL, Nationwide YourLife Survivorship VUL, BOA America's VISION Annuity , BOA America's FUTURE Annuity II , Nationwide Destination All American Gold, Compass All American Gold, Key All American Gold, M&T All American Gold, Wells Fargo Gold Variable Annuity, BOA Achiever Annuity, America's Horizon Annuity, BOA Future Venue Annuity, Nationwide Heritage Annuity, BOA Elite Venue Annuity, Nationwide Destination B , Nationwide Destination L , BOA America's Future Annuity, Key Future, NEA Valuebuilder Future, America's Future Horizon Annuity, BOA V, NEA Valuebuilder Select, BOA FPVUL, BOA TNG, BOA ChoiceLife FPVUL, BOA The Next Generation II FPVUL, NLIC Options Plus, NLIC Options Premier, Nationwide Destination C, Nationwide Destination EV (2.0), Nationwide Destination EV NY (2.0), Nationwide Destination L (2.0), Nationwide Destination L NY (2.0), America's marketFLEX II Annuity, America's marketFlex Edge Annuity, and America's marketFLEX Advisor Annuity dated May 1, 2018

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

BOA America's Income Annuity dated May 1, 2014

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

Schwab Income Choice Variable Annuity dated May 1, 2012

Schwab Custom Solutions Variable Annuity dated May 1, 2010

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

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

BOA Exclusive dated May 1, 2004

ElitePRO LTD and ElitePRO Classic dated May 1, 2003

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

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

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

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

**Prospectus supplement dated September 14, 2018**

**to the following prospectus(es):**

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

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

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

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

Schwab Income Choice Variable Annuity dated May 1, 2012

Schwab Custom Solutions Variable Annuity dated May 1, 2010

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

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

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

ElitePRO LTD and ElitePRO Classic dated May 1, 2003

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

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

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



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

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

America's marketFLEX Annuity dated May 1, 2016

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

Schwab Income Choice Variable Annuity dated May 1, 2012

Schwab Custom Solutions Variable Annuity dated May 1, 2010

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

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



**Supplement dated May 1, 2018  
to the  
Nationwide Income Architect Annuity prospectus dated May 1, 2013**

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

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

- Nationwide will not pay insurance proceeds directly to minors. Contact a legal advisor for options to facilitate the timely availability of monies intended for a minor's benefit.
- Nationwide does not recommend or endorse any particular fund and it does not provide investment advice.
- Nationwide may substitute, eliminate, or combine shares of another underlying mutual fund for shares already purchased or to be purchased in the future if either: 1) shares of a current underlying mutual fund are no longer available for investment; or 2) further investment in an underlying mutual fund is inappropriate. Nationwide will not substitute shares of any underlying mutual fund in which the sub-accounts invest without any necessary prior approval of the appropriate state or federal regulatory authorities. All affected 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.

**The following sections of the prospectus are restated.**

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

<b>Total Annual Mutual Fund Operating Expenses</b>		
	<b>Minimum</b>	<b>Maximum</b>
<b>Total Annual Mutual Fund Operating Expenses</b> (expenses that are deducted from the mutual fund assets, including management fees, distribution (12b-1) fees, and other expenses)	0.40%	1.70%

## **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.

## **Underlying Mutual Fund Information**

This appendix contains information about the underlying mutual funds in which the Sub-Accounts invest. The underlying mutual funds in which the Sub-Accounts invest are designed primarily as investments for variable annuity contracts and variable life insurance policies issued by insurance companies. There is no guarantee that the investment objectives will be met. Refer to the prospectus for each underlying mutual fund for more detailed information.

### **Designations Key:**

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

MF: The underlying mutual fund operates as a "feeder fund", which means it invests all of its investment assets in another mutual fund, the "master fund". Investors in this underlying mutual fund will bear the fees and expenses of both this underlying mutual fund and the "master fund" in which it invests. Therefore, this may result in higher expenses than those of other underlying mutual funds that invest directly in individual securities. Refer to the prospectus for this underlying mutual fund for more information.

### **AllianceBernstein Variable Products Series Fund, Inc. - AB VPS Balanced Wealth Strategy Portfolio: Class B**

Investment Advisor: AllianceBernstein L.P.  
Investment Objective: To maximize total return consistent with the Adviser's determination of reasonable risk.

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

Investment Advisor: AllianceBernstein L.P.  
Investment Objective: Long-term growth of capital.

### **American Century Variable Portfolios II, Inc. - American Century VP Inflation Protection Fund: Class II**

Investment Advisor: American Century Investment Management, Inc.  
Investment Objective: Long-term total return using a strategy that seeks to protect against U.S. inflation.

### **American Century Variable Portfolios, Inc. - American Century VP Mid Cap Value Fund: Class II**

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

### **Delaware VIP Trust - Delaware VIP Small Cap Value Series: Service Class**

Investment Advisor: Delaware Management Company, Inc.  
Investment Objective: The fund seeks capital appreciation.

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

*This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2013*

Investment Advisor: The Dreyfus Corporation  
Investment Objective: The fund seeks to match the performance of the Standard & Poor's® SmallCap 600 Index (S&P SmallCap 600 Index).

**Dreyfus Stock Index Fund, Inc.: Service Shares**

*This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2013*

Investment Advisor: The Dreyfus Corporation  
Investment Objective: The fund seeks to match the total return of the Standard & Poor's® 500 Composite Stock Price Index (S&P 500® Index).

**Dreyfus Variable Investment Fund - Appreciation Portfolio: Service Shares**

*This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2016*

Investment Advisor: The Dreyfus Corporation  
Sub-advisor: Fayez Sarofim & Co.  
Investment Objective: The fund seeks long-term capital growth consistent with the preservation of capital. Its secondary goal is current income.

**Fidelity Variable Insurance Products Fund - VIP Equity-Income Portfolio: Service Class 2**

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

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

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

**Fidelity Variable Insurance Products Fund - VIP Investment Grade Bond Portfolio: Service Class 2**

Investment Advisor: Fidelity Management & Research Company  
Sub-advisor: Fidelity Investments Money Management, Inc., Fidelity Research & Analysis Company, Fidelity International Investment Advisors, Fidelity International Investment Advisors (U.K.) Limited  
Investment Objective: High level of current income.

**Fidelity Variable Insurance Products Fund - VIP Mid Cap Portfolio: Service Class 2**

*This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2017*

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

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

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

**Franklin Templeton Variable Insurance Products Trust - Franklin Small Cap Value VIP Fund: Class 2**

*This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2013*

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

**Franklin Templeton Variable Insurance Products Trust - Templeton 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 - Invesco V.I. Mid Cap Core Equity Fund: Series II Shares**

*This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2015*

Investment Advisor: Invesco Advisers, Inc.  
Investment Objective: Long-term growth of capital.

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

*This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2012*

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

**Ivy Variable Insurance Portfolios - Mid Cap Growth: Class II (formerly, Ivy Variable Insurance Portfolios - Mid Cap Growth)**

Investment Advisor: Ivy Investment Management Company  
Investment Objective: To seek to provide growth of capital.

**Ivy Variable Insurance Portfolios - Pathfinder Conservative: Class II (formerly, Ivy Variable Insurance Portfolios - Pathfinder Conservative)**

*This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2018*

Investment Advisor: Ivy Investment Management Company  
Investment Objective: To seek to provide total return consistent with a conservative level of risk as compared to the other Ivy Funds VIP Pathfinder Portfolios.

Designation: FF

**Ivy Variable Insurance Portfolios - Pathfinder Moderate: Class II (formerly, Ivy Variable Insurance Portfolios - Pathfinder Moderate)**

*This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2018*

Investment Advisor: Ivy Investment Management Company  
Investment Objective: To seek to provide total return consistent with a moderate level of risk as compared to the other Ivy Funds VIP Pathfinder Portfolios.

Designation: FF

**Ivy Variable Insurance Portfolios - Pathfinder Moderately Aggressive: Class II (formerly, Ivy Variable Insurance Portfolios - Pathfinder Moderately Aggressive)**

*This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2018*

Investment Advisor: Ivy Investment Management Company  
Investment Objective: To seek to provide growth of capital, but also to seek income consistent with a moderately aggressive level of risk as compared to the other Ivy Funds VIP Pathfinder Portfolios.

Designation: FF

**Ivy Variable Insurance Portfolios - Pathfinder Moderately Conservative: Class II (formerly, Ivy Variable Insurance Portfolios - Pathfinder Moderately Conservative)**

*This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2018*

Investment Advisor: Ivy Investment Management Company  
Investment Objective: To seek to provide total return consistent with a moderately conservative level of risk as compared to the other Ivy Funds VIP Pathfinder Portfolios.

Designation: FF

**Janus Henderson VIT Forty Portfolio: Service Shares**

*This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2014*

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

**MFS® Variable Insurance Trust - MFS New Discovery Series: Service Class**

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

**MFS® Variable Insurance Trust - MFS Value Series: Service Class**

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

**MFS® Variable Insurance Trust II - MFS International Value Portfolio: Service Class**

Investment Advisor: Massachusetts Financial Services Company  
Investment Objective: The fund's investment objective is to seek capital appreciation. MFS normally invests the fund's assets primarily in foreign equity securities, including emerging market equity securities.

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

*This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2009*

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

**Mutual Fund and Variable Insurance Trust - Rational Insider Buying VA Fund**

*This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2015*

Investment Advisor: Rational Advisors, Inc.  
Investment Objective: Seeks long-term capital appreciation.

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

Investment Advisor: Nationwide Fund Advisors  
Sub-advisor: American Century Investment Management, Inc.  
Investment Objective: The Fund seeks capital appreciation, and secondarily current income.

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

Investment Advisor: Capital Research and Management Company, Nationwide Fund Advisors  
Investment Objective: The fund seeks to provide high total return (including income and capital gains) consistent with preservation of capital over the long term.

Designation: MF

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

Investment Advisor: Capital Research and Management Company, Nationwide Fund Advisors  
Investment Objective: The Fund seeks to provide as high a level of current income as is consistent with the preservation of capital.

Designation: MF

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

Investment Advisor: Capital Research and Management Company, Nationwide Fund Advisors  
Investment Objective: The Fund seeks to provide long-term growth of capital.

Designation: MF

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

Investment Advisor: Capital Research and Management Company, Nationwide Fund Advisors  
Investment Objective: The Fund seeks to provide long-term growth of capital.

Designation: MF

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

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

Designation: MF

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

Investment Advisor: Nationwide Fund Advisors  
Sub-advisor: BlackRock Investment Management, LLC  
Investment Objective: The Fund's investment objective is to seek capital growth and income through investments in equity securities, including common stocks, preferred stocks, and convertible securities.

**Nationwide Variable Insurance Trust - Neuberger Berman NVIT Multi Cap Opportunities Fund: Class II**

Investment Advisor: Nationwide Fund Advisors  
Sub-advisor: Neuberger Berman Investment Advisers LLC  
Investment Objective: The fund seeks long-term capital growth.

**Nationwide Variable Insurance Trust - Neuberger Berman NVIT Socially Responsible Fund: Class II**

Investment Advisor: Nationwide Fund Advisors  
Sub-advisor: Neuberger Berman Investment Advisers LLC  
Investment Objective: The Fund seeks long-term total return by investing primarily in securities of companies that meet the fund's financial criteria and social policy.

**Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Balanced Fund: Class II**

Investment Advisor: Nationwide Fund Advisors  
Investment Objective: The Fund seeks a high level of total return through investment in both equity and fixed income securities.

Designation: FF

**Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Capital Appreciation Fund: Class II**

Investment Advisor: Nationwide Fund Advisors  
Investment Objective: The Fund seeks growth of capital, but also seeks income consistent with a less aggressive level of risk as compared to other Cardinal Funds.

Designation: FF

**Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Moderate Fund: Class II**

Investment Advisor: Nationwide Fund Advisors  
Investment Objective: The Fund seeks a high level of total return consistent with a moderate level of risk as compared to other Cardinal Funds.

Designation: FF

**Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Moderately Aggressive Fund: Class II**

*This underlying mutual fund is only available in contracts for which good order applications were received before December 1, 2009*

Investment Advisor: Nationwide Fund Advisors  
Investment Objective: The Fund seeks growth of capital, but also seeks income consistent with a moderately aggressive level of risk as compared to other Cardinal Funds.

Designation: FF

**Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Moderately Conservative Fund: Class II**

Investment Advisor: Nationwide Fund Advisors  
Investment Objective: The fund seeks a high level of total return consistent with a moderately conservative level of risk.

Designation: FF

**Nationwide Variable Insurance Trust - NVIT Core Bond Fund: Class II**

Investment Advisor: Nationwide Fund Advisors  
Sub-advisor: Nationwide Asset Management, LLC  
Investment Objective: The Fund seeks a high level of current income consistent with preserving capital.

**Nationwide Variable Insurance Trust - NVIT Core Plus Bond Fund: Class II**

Investment Advisor: Nationwide Fund Advisors  
Sub-advisor: Neuberger Berman Investment Advisers LLC  
Investment Objective: The Fund seeks long-term total return consistent with reasonable risk.



**Nationwide Variable Insurance Trust - NVIT Government Bond Fund: Class I**

Investment Advisor: Nationwide Fund Advisors  
Sub-advisor: Nationwide Asset Management, LLC  
Investment Objective: The fund seeks as high a level of current income as is consistent with the preservation of capital.

**Nationwide Variable Insurance Trust - NVIT Government Money Market Fund: Class I**

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

**Nationwide Variable Insurance Trust - NVIT International Equity Fund: Class II**

Investment Advisor: Nationwide Fund Advisors  
Sub-advisor: Lazard Asset Management LLC  
Investment Objective: The Fund seeks long-term capital growth by investing primarily in equity securities of companies in Europe, Australasia, the Far East and other regions, including developing countries.

**Nationwide Variable Insurance Trust - NVIT International Index Fund: Class VIII**

Investment Advisor: Nationwide Fund Advisors  
Sub-advisor: BlackRock Investment Management, LLC  
Investment Objective: The Fund seeks to match the performance of the MSCI Europe, Australasia and Far East Index ("MSCI EAFE Index") as closely as possible before the deduction of Fund expenses.

**Nationwide Variable Insurance Trust - NVIT Investor Destinations Balanced Fund: Class II**

Investment Advisor: Nationwide Fund Advisors  
Investment Objective: The NVIT Investor Destinations Balanced Fund seeks a high level of total return through investment in both equity and fixed-income securities.

Designation: FF

**Nationwide Variable Insurance Trust - NVIT Investor Destinations Capital Appreciation Fund: Class II**

Investment Advisor: Nationwide Fund Advisors  
Investment Objective: The NVIT Investor Destinations Capital Appreciation Fund seeks growth of capital, but also seeks income consistent with a less aggressive level of risk as compared to other NVIT Investor Destinations Funds.

Designation: FF

**Nationwide Variable Insurance Trust - NVIT Investor Destinations 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**

*This underlying mutual fund is only available in contracts for which good order applications were received before December 1, 2009*

Investment Advisor: Nationwide Fund Advisors  
Investment Objective: The NVIT Investor Destinations Moderately Aggressive Fund seeks growth of capital, but also seeks income consistent with a moderately aggressive level of risk as compared to other Investor Destinations Funds.

Designation: FF

**Nationwide Variable Insurance Trust - NVIT Investor Destinations Moderately Conservative Fund: Class II**

Investment Advisor: Nationwide Fund Advisors  
Investment Objective: The NVIT Investor Destinations Moderately Conservative Fund seeks a high level of total return consistent with a moderately conservative level of risk.

Designation: FF



**Nationwide Variable Insurance Trust - NVIT Large Cap Growth Fund: Class II**

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

**Nationwide Variable Insurance Trust - NVIT Mid Cap Index Fund: Class I**

Investment Advisor: Nationwide Fund Advisors  
Sub-advisor: BlackRock Investment Management, LLC  
Investment Objective: The Fund seeks capital appreciation.

**Nationwide Variable Insurance Trust - NVIT Multi Sector Bond Fund: Class I**

Investment Advisor: Nationwide Fund Advisors  
Sub-advisor: Logan Circle Partners, L.P.  
Investment Objective: The Fund seeks to provide above average total return over a market cycle of three to five years.

**Nationwide Variable Insurance Trust - NVIT Multi-Manager International Growth Fund: Class II**

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

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

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

**Nationwide Variable Insurance Trust - NVIT Multi-Manager Large Cap Growth Fund: Class II**

Investment Advisor: Nationwide Fund Advisors  
Sub-advisor: Massachusetts Financial Services Company; Smith Asset Management Group; and Loomis, Sayles & Company L.P.  
Investment Objective: The fund seeks long-term capital growth.

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

Investment Advisor: Nationwide Fund Advisors  
Sub-advisor: Massachusetts Financial Services Company; The Boston Company Asset Management, LLC; Wellington Management Company, LLP  
Investment Objective: The fund seeks long-term capital growth.

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

Investment Advisor: Nationwide Fund Advisors  
Sub-advisor: Neuberger Berman Investment Advisers LLC; Wells Capital Management, Inc.  
Investment Objective: The fund seeks long-term capital growth.

**Nationwide Variable Insurance Trust - NVIT Multi-Manager Mid Cap Value Fund: Class II**

Investment Advisor: Nationwide Fund Advisors  
Sub-advisor: American Century Investment Management, Inc.; Thompson, Siegel & Walmsley LLC; WEDGE Capital Management L.L.P.  
Investment Objective: The fund seeks long-term capital appreciation.

**Nationwide Variable Insurance Trust - NVIT Multi-Manager Small Cap Growth Fund: Class II**

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

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

Investment Advisor: Nationwide Fund Advisors  
Sub-advisor: Epoch Investment Partners, Inc.; JPMorgan Investment Management Inc.  
Investment Objective: The Fund seeks capital appreciation.

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

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

**Nationwide Variable Insurance Trust - NVIT Nationwide Fund: Class II**

Investment Advisor: Nationwide Fund Advisors  
Sub-advisor: AQR Capital Management, LLC  
Investment Objective: The Fund seeks total return through a flexible combination of capital appreciation and current income.

**Nationwide Variable Insurance Trust - NVIT S&P 500® Index Fund: Class II**

Investment Advisor: Nationwide Fund Advisors  
Sub-advisor: BlackRock Investment Management, LLC  
Investment Objective: Long-term capital appreciation.

**Nationwide Variable Insurance Trust - NVIT Short Term Bond Fund: Class II**

Investment Advisor: Nationwide Fund Advisors  
Sub-advisor: Nationwide Asset Management, LLC  
Investment Objective: The Fund seeks to provide a high level of current income while preserving capital and minimizing fluctuations in share value.

**Nationwide Variable Insurance Trust - NVIT Small Cap Index Fund: Class II**

Investment Advisor: Nationwide Fund Advisors  
Sub-advisor: BlackRock Investment Management, LLC  
Investment Objective: The Fund seeks to match the performance of the Russell 2000® Index as closely as possible before the deduction of Fund expenses.

**Nationwide Variable Insurance Trust - Templeton NVIT International Value Fund: Class I**

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

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

*This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2012*

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.

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

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

**Oppenheimer Variable Account Funds - Oppenheimer Main Street Small Cap Fund®/VA: Service Shares**

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

**PIMCO Variable Insurance Trust - Low Duration Portfolio: Advisor Class**

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

**PIMCO Variable Insurance Trust - Total Return Portfolio: Advisor Class**

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

**Wells Fargo Variable Trust - VT Small Cap Growth Fund: Class 2**

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

**Prospectus supplement dated March 12, 2018**

**to the following prospectus(es):**

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

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

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

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

Schwab Income Choice Variable Annuity dated May 1, 2012

Schwab Custom Solutions Variable Annuity dated May 1, 2010

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

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

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

ElitePRO LTD and ElitePRO Classic dated May 1, 2003

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

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

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

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

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

**Prospectus supplement dated November 15, 2017  
to the following prospectus(es):**

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

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

BOA America's Income Annuity dated May 1, 2014

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

Schwab Income Choice Variable Annuity dated May 1, 2012

Schwab Custom Solutions Variable Annuity dated May 1, 2010

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

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

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

ElitePRO LTD and ElitePRO Classic dated May 1, 2003

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

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

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

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

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

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

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



**Prospectus supplement dated September 29, 2017**

**to the following prospectus(es):**

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

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

BOA America's Income Annuity dated May 1, 2014

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

Schwab Income Choice Variable Annuity dated May 1, 2012

Schwab Custom Solutions Variable Annuity dated May 1, 2010

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

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

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

ElitePRO LTD and ElitePRO Classic dated May 1, 2003

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

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

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

**Prospectus supplement dated June 21, 2017**

**to the following prospectus(es):**

Nationwide Destination All American Gold 2.0, Nationwide Destination All American Gold NY 2.0, Nationwide Destination B 2.0, Nationwide Destination B NY 2.0, Nationwide Destination EV NY 2.0, Nationwide Destination L NY 2.0, Nationwide Destination Navigator 2.0, Nationwide Destination Navigator NY 2.0, Nationwide Destination Freedom+, Nationwide YourLife Protection VUL - New York, Nationwide YourLife Accumulation VUL - New York, Nationwide YourLife Survivorship VUL - New York, Nationwide YourLife Protection VUL - NLAIC, Marathon Performance VUL, Nationwide YourLife Accumulation VUL - NLAIC, Nationwide YourLife Survivorship VUL, BOA IV, BOA America's Vision Annuity, BOA America's Future Annuity II, BOA Achiever Annuity, America's Horizon Annuity, BOA Future Venue Annuity, Nationwide Heritage Annuity, BOA Elite Venue Annuity, Nationwide Destination All American Gold, Compass All American Gold, Key All American Gold, M&T All American Gold, Wells Fargo Gold Variable Annuity, Nationwide Destination B, Nationwide Destination C, Nationwide Destination EV 2.0, Nationwide Destination L, Nationwide Destination L 2.0, America's marketFLEX Advisor Annuity, America's marketFLEX II Annuity, America's marketFlex Edge Annuity, BOA All American Annuity, M&T All American, Compass All American, BOA America's Future Annuity, The BB&T Future Annuity, BOA V, BOA FFPVUL, BOA Next Generation FFPVUL, BOA ChoiceLife FFPVUL, BOA Next Generation II FFPVUL, NLIC Options Plus, NLIC Options Premier, and NLIC Options prospectus dated May 1, 2017

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

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

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

Schwab Income Choice Variable Annuity dated May 1, 2012

Schwab Custom Solutions Variable Annuity dated May 1, 2010

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

Nationwide Enterprise The Best of America Annuity, BOA TruAccord Variable Annuity, Market Street VIP/2 Annuity (NLAIC), BOA MSPVL, BOA MSPVL II (BOA MSPVL Future), BOA Protection FFPVUL, BOA ChoiceLife Protection FFPVUL, Nationwide Options Select - New York, Survivor Options Premier (NLIC), Survivor Options Elite (NLIC), Nationwide Options Select AO, Survivor Options Premier (NLAIC), and Options Premier (NLAIC) dated May 1, 2008

BOA Exclusive Annuity dated May 1, 2004

ElitePRO LTD and ElitePRO Classic dated May 1, 2003

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

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

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

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

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

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

**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/policy. Effective May 1, 2017, the name of the investment option(s) are updated as indicated below:

CURRENT NAME	UPDATED NAME
Mutual Fund and Variable Insurance Trust – Catalyst Insider Buying VA Fund	Mutual Fund and Variable Insurance Trust – Rational Insider Buying VA Fund

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

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

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

Nationwide Income Architect Annuity dated May 1, 2013

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

- (1) The following investment option(s) are only available to contracts/policies for which good order applications were received prior to May 1, 2017:
  - Fidelity Variable Insurance Products Fund - VIP Mid Cap Portfolio: Initial Class
  
- (2) The prospectus offers the following underlying mutual fund(s) as investment option(s) under the contract/policy. Effective May 1, 2017, the name of the investment option(s) are updated as indicated below:

CURRENT NAME	UPDATED NAME
The Universal Institutional Funds, Inc. - Core Plus Fixed Income Portfolio: Class II	Morgan Stanley Variable Insurance Fund, Inc. - Core Plus Fixed Income Portfolio: Class II
Nationwide Variable Insurance Trust - NVIT Money Market Fund: Class I	Nationwide Variable Insurance Trust - NVIT Government Money Market Fund: Class I
Ivy Funds Variable Insurance Portfolios - Mid Cap Growth	Ivy Variable Insurance Portfolios - Mid Cap Growth
Ivy Funds Variable Insurance Portfolios - Pathfinder Conservative	Ivy Variable Insurance Portfolios - Pathfinder Conservative
Ivy Funds Variable Insurance Portfolios - Pathfinder Moderate	Ivy Variable Insurance Portfolios - Pathfinder Moderate
Ivy Funds Variable Insurance Portfolios - Pathfinder Moderately Aggressive	Ivy Variable Insurance Portfolios - Pathfinder Moderately Aggressive
Ivy Funds Variable Insurance Portfolios - Pathfinder Moderately Conservative	Ivy Variable Insurance Portfolios - Pathfinder Moderately Conservative

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

## **Legal Proceedings**

### **Nationwide Life Insurance Company**

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

The Company is subject to legal and regulatory proceedings in the ordinary course of its business. These proceedings include proceedings specific to the Company and proceedings generally applicable to business practices in the industries in which the Company operates. The outcomes of these proceedings cannot be predicted due to their complexity, scope, and many uncertainties. Regulatory proceedings may also affect the outcome of one or more of the Company's litigation matters. Furthermore, it is often not possible with any degree of certainty to determine the likely ultimate outcomes of the

pending regulatory and legal proceedings or to provide reasonable ranges of potential losses. Some matters are in very preliminary stages, and the Company does not have sufficient information to make an assessment of the claims for liability or damages. In some of the legal proceedings which are seeking to be certified as class actions, the court has not yet decided whether a class will be certified or (in the event of certification) the size of the class and class period. In many of legal proceedings, the plaintiffs are seeking undefined amounts of damages or other relief, including punitive damages and equitable remedies, which are difficult to quantify and cannot be defined based on the information currently available. The Company believes, however, that based on currently known information, the ultimate outcome of all pending legal and regulatory proceedings is not likely to have a material adverse effect on the Company's condensed consolidated financial position. Nonetheless, it is possible that such outcomes could materially affect the Company's condensed consolidated financial position or results of operations in a particular quarter or annual period given the large or indeterminate amounts sought in certain of these legal proceedings and the inherent unpredictability of litigation. The Company maintains Professional Liability Insurance and Director and Officer Liability insurance policies that may cover losses for certain legal and regulatory proceedings. The Company recognizes an asset for insurance recoveries, not to exceed cumulative accrued losses, when recovery under such policies is probable and reasonably estimable.

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

## **Nationwide Investment Services Corporation**

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



**Prospectus supplement dated March 14, 2017**

**to the following prospectus(es):**

BOA IV, BOA America's Vision Annuity, BOA America's Future Annuity II, Nationwide Destination Architect 2.0, BOA Achiever Annuity, America's Horizon Annuity, BOA Future Venue Annuity, Nationwide Heritage Annuity, BOA Elite Venue Annuity, Nationwide Destination All American Gold, Compass All American Gold, Key All American Gold, M&T All American Gold, Wells Fargo Gold Variable Annuity, Nationwide Destination All American Gold 2.0, Nationwide Destination All American Gold NY 2.0, Nationwide Destination B, Nationwide Destination B 2.0, Nationwide Destination B NY 2.0, Nationwide Destination C, Nationwide Destination EV 2.0, Nationwide Destination EV NY 2.0, Nationwide Destination L, Nationwide Destination L 2.0, Nationwide Destination L NY 2.0, Nationwide Destination Navigator 2.0, Nationwide Destination Navigator NY 2.0, America's marketFLEX Advisor Annuity, America's marketFLEX II Annuity, America's marketFLEX Edge Annuity, Nationwide Destination Freedom+, BOA All American Annuity, Sun Trust All American, M&T All American, Compass All American, BOA America's Future Annuity, Key Future, NEA Valuebuilder Future, America's Future Horizon Annuity, The BB&T Future Annuity, BOA V, NEA Valuebuilder Select, NEA Valuebuilder, BOA FPVUL, BOA Next Generation FPVUL, BOA ChoiceLife FPVUL, BOA CVUL Future (NWL), BAE Future Corporate FPVUL, Next Generation Corporate Variable Universal Life, Future Executive VUL, BOA Next Generation II FPVUL, Nationwide YourLife Protection VUL - New York, Nationwide YourLife Accumulation VUL - New York, Nationwide YourLife Survivorship VUL - New York, NLIC Options Plus, NLIC Options Premier, Nationwide YourLife Protection VUL - NLAIC, Marathon Performance VUL, Nationwide YourLife Accumulation VUL - NLAIC, Nationwide YourLife Survivorship VUL, America's marketFLEX Annuity, and BOA America's Exclusive Annuity II prospectus dated May 1, 2016

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

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

Schwab Income Choice Variable Annuity prospectus dated May 1, 2012

Schwab Custom Solutions Variable Annuity prospectus dated May 1, 2010

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

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

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

ElitePRO LTD and ElitePRO Classic prospectus dated May 1, 2003

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

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

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

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

**Prospectus supplement dated December 20, 2016**

**to the following prospectus(es):**

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

BOA IV, BOA America's Vision Annuity, BOA America's Future Annuity II, BOA Achiever Annuity, America's Horizon Annuity, BOA Future Venue Annuity, Nationwide Heritage Annuity, BOA Elite Venue Annuity, Nationwide Destination All American Gold, Compass All American Gold, Key All American Gold, M&T All American Gold, Wells Fargo Gold Variable Annuity, Nationwide Destination B, Nationwide Destination L, BOA America's Future Annuity, Key Future, NEA Valuebuilder Future, America's Future Horizon Annuity, The BB&T Future Annuity, BOA America's Exclusive Annuity II, BOA V, NEA Valuebuilder Select, BOA FPVUL, BOA Next Generation FPVUL, BOA ChoiceLife FPVUL, BOA Next Generation II FPVUL, NLIC Options Plus, NLIC Options Premier, and NLIC Options prospectus dated May 1, 2015

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

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

Schwab Income Choice Variable Annuity prospectus dated May 1, 2012

Schwab Custom Solutions Variable Annuity prospectus dated May 1, 2010

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

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

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

ElitePRO LTD and ElitePRO Classic prospectus dated May 1, 2003

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

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

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

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

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

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

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

Nationwide Destination B and Nationwide Destination L prospectuses dated May 1, 2016  
Nationwide Income Architect Annuity, Nationwide Destination EV, Nationwide Destination Navigator, Nationwide Destination Navigator (New York) prospectuses dated May 1, 2013  
Schwab Income Choice Variable Annuity prospectus dated May 1, 2012

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

**The following changes are made to the prospectus:**

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

MF: The underlying mutual fund operates as a "feeder fund", which means it invests all of its investment assets in another mutual fund, the "master fund". Investors in this underlying mutual fund will bear the fees and expenses of both this underlying mutual fund and the "master fund" in which it invests. Therefore, this may result in higher expenses than those of other underlying mutual funds that invest directly in individual securities. Refer to the prospectus for this underlying mutual fund for more information.

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

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

Investment Advisor: Capital Research and Management Company  
Investment Objective: The fund seeks to provide high total return (including income and capital gains) consistent with preservation of capital over the long term.

Designation: MF

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

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

Designation: MF

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

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

Designation: MF

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

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

Designation: MF

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

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

Designation: MF

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

- Nationwide Variable Insurance Trust – NVIT Multi-Manager Mid Cap Growth Fund
- Nationwide Variable Insurance Trust – Neuberger Berman NVIT Multi Cap Opportunities Fund

- Neuberger Berman Advisers Management Trust – Short Duration Bond Portfolio
- Nationwide Variable Insurance Trust – NVIT Core Bond Fund
- Nationwide Variable Insurance Trust – Neuberger Berman NVIT Socially Responsible Fund

**Prospectus supplement dated May 1, 2016**

**to the following prospectus(es):**

Nationwide Income Architect Annuity prospectus dated May 1, 2013

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

The following disclosure changes are made to the prospectus:

**1) The *Treatment of Unclaimed Property* section in the prospectus is deleted and replaced in its entirety with the following:**

**Treatment of Unclaimed Property**

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

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

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

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

**Effective May 1, 2016, the following underlying mutual funds are available investment options to all contracts/policies:**

- Nationwide Variable Insurance Trust – Neuberger Berman NVIT Multi Cap Opportunities Fund: Class II

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

- Dreyfus Variable Investment Fund – Appreciation Portfolio: Service Shares

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

CURRENT NAME	UPDATED NAME
Huntington VA Funds – VA Situs Fund	Mutual Fund and Variable Insurance Trust – Catalyst Insider Buying VA Fund



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

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

## Legal Proceedings

### Nationwide Life Insurance Company and Nationwide Life and Annuity Insurance Company

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

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

The various businesses conducted by the Company are subject to oversight by numerous federal and state regulatory entities, including but not limited to the Securities and Exchange Commission, the Financial Industry Regulatory Authority, the Department of Labor, the Internal Revenue Service, the Federal Reserve Bank and state insurance authorities. Such regulatory entities may, in the normal course, be engaged in general or targeted inquiries, examinations and investigations of the Company and/or its affiliates. The financial services industry has been the subject of increasing scrutiny in connection with a broad spectrum of regulatory issues; with respect to all such scrutiny directed at the Company and/or its affiliates, the Company is cooperating with regulators. The Company will cooperate with Nationwide Mutual Insurance Company (NMIC) insofar as any inquiry, examination or investigation encompasses NMIC’s operations.

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

certification and remanded the case back to the District Court for further consideration. On September 6, 2013, the District Court granted the plaintiffs motion for class certification. On December 11, 2014, the plaintiffs filed a 7th Amended Complaint adding another sub class of defendants that held trust platform products. On December 11, 2014, plaintiff filed a motion for preliminary approval of settlement. On January 5, 2015, the Court signed the Order Preliminarily Approving Settlement and Approving Form and Manner of Notice. On March 31, 2015, the Court held a Fairness Hearing. On April 9, 2015, the Court entered the Final Order and Consent Judgment. The Company has paid the loss amount. In November 2015, the settlement administrator mailed settlement checks to class members.

### **Nationwide Investment Services Corporation**

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

**Prospectus supplement dated February 11, 2016  
to the following prospectus(es):**

BOA America's Future Annuity II, BOA Achiever Annuity, BOA Future Venue Annuity, Nationwide Heritage Annuity, BOA Elite Venue Annuity, Nationwide Destination All American Gold, Compass All American Gold, Key All American Gold, M&T All American Gold, Wells Fargo Gold Variable Annuity, Nationwide Destination 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, and Nationwide Destination Navigator NY 2.0 prospectus dated May 1, 2015

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

Schwab Income Choice Variable Annuity prospectus dated May 1, 2012

Schwab Custom Solutions Variable Annuity prospectus dated May 1, 2010

<p><b>This supplement updates certain information contained in your prospectus. Please read it and keep it with your prospectus for future reference.</b></p>
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In December, 2015, the Board of Trustees (the "Board") of the Nationwide Variable Insurance Trust (the "Trust"), on behalf of the Nationwide Variable Insurance Trust – NVIT Growth Fund: Class II ("Target Fund") and the Nationwide Variable Insurance Trust – NVIT Large Cap Growth Fund: Class II ("Acquiring Fund"), approved the Plan of Reorganization whereby all of the Target Fund's assets will be transferred to the Acquiring Fund (the "Transaction"). The Transaction will result in Class II shares of the Target Fund being exchanged for Class II shares of the Acquiring Fund equal in value to (but having a different price per share than) shares of the Target Fund.

The proposed Transaction is subject to approval by the shareholders of the Target Fund at a shareholders' meeting expected to be held on or about March 29, 2016. If approved, the Transaction is expected to occur at the close of business on April 22, 2016. Therefore, effective on or about April 23, 2016, any allocations to the Target Fund are transferred to the Acquiring Fund.

**Prospectus supplement dated December 28, 2015  
to the following prospectus(es):**

Nationwide Income Architect Annuity prospectus dated May 1, 2013

Multi-Flex FPVUL prospectus dated May 1, 2002

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

- Effectively immediately, the American Century NVIT Growth Fund is renamed "NVIT Growth Fund." All references in the prospectus to the American Century NVIT Growth Fund are updated accordingly.
- On December 9, 2015, the Board of Trustees of the Trust approved the termination of American Century Investment Management, Inc. ("American Century") as subadviser to the NVIT Growth Fund (the "Fund"), and approved the appointment of Boston Advisors, LLC ("Boston Advisors") to subadvise the Fund. This change is anticipated to take effect on or before December 31, 2015 (the "Effective Date").
- On December 9, 2015, the Board of Trustees of Nationwide Variable Insurance Trust (the "Trust") approved the termination of The Boston Company Asset Management, LLC ("The Boston Company") as subadviser to the NVIT Large Cap Growth Fund (the "Fund"), and approved the appointment of Boston Advisors, LLC ("Boston Advisors") to subadvise the Fund. This change is anticipated to take effect on or before December 31, 2015 (the "Effective Date").
- At a meeting of the Board of Trustees (the "Board") of Nationwide Variable Insurance Trust (the "Trust") held on December 9, 2015, the Board approved the termination of Pyramis Global Advisors, LLC ("Pyramis") as subadviser to the NVIT Multi-Manager Large Cap Growth Fund (the "Fund"), and approved the appointment of Smith Asset Management Group L.P. ("Smith Group") as a new subadviser to the Fund. This change is anticipated to take effect on or before December 31, 2015 (the "Effective Date").
- At a meeting of the Board of Trustees (the "Board") of Nationwide Variable Insurance Trust (the "Trust") held on December 9, 2015, the Board approved the termination of Neuberger Berman Management LLC ("Neuberger Berman") as subadviser to the NVIT Multi-Manager Small Company Fund (the "Fund"), and approved the appointment of Jacobs Levy Equity Management, Inc. ("Jacobs Levy") as a new subadviser to the Fund. This change is anticipated to take effect on or before December 31, 2015 (the "Effective Date").

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

Soloist, Nationwide Destination Architect 2.0, 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 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 Annuity, America's marketFLEX Advisor Annuity, America's marketFLEX II Annuity, America's marketFlex Edge Annuity, Nationwide Destination Freedom+, BOA All American Annuity, M&T All American, Key Future, NEA Valuebuilder Future, America's Future Horizon Annuity, NEA Valuebuilder Select, The One Investor Annuity, Next Generation Corporate Variable Universal Life, Future Executive VUL, Nationwide YourLife Protection VUL - New York, Nationwide YourLife Accumulation VUL - New York, Nationwide YourLife Survivorship VUL - New York, NLIC Options, Nationwide YourLife Protection VUL - NLAIC, Marathon Performance VUL, Nationwide YourLife Accumulation VUL - NLAIC, and Nationwide YourLife Survivorship VUL prospectus dated May 1, 2015

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

Schwab Income Choice Variable Annuity prospectus dated May 1, 2012

Successor, Evergreen Ultra Advantage Plus, Market Street VIP/2 Annuity (NLAIC), America's marketFLEX VUL, and INVESCO PCVUL prospectus dated May 1, 2008

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

Evergreen Ultra Advantage prospectus dated November 25, 2003

ElitePRO LTD and ElitePRO Classic prospectus dated May 1, 2003

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

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

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

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

<p><b>This supplement updates certain information contained in your prospectus. Please read it and keep it with your prospectus for future reference.</b></p>
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Effective July 1, 2015, Wells Capital Management (WellsCap), along with the rest of the Asset Management Division of Wells Fargo, rebranded under one name and logo: Wells Fargo Asset Management. This change was made strictly to unify and utilize the recognizable brand identity of Wells Fargo. No other changes are made, materially or otherwise, to WellsCap or to the underlying subaccounts in the product to which WellsCap is a subadvisor.

## Prospectus supplement dated May 1, 2015

### to the following prospectus(es):

Nationwide Income Architect Annuity prospectus dated May 1, 2013

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

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

#### **Cybersecurity**

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

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

#### **Currency**

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

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

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

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

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

**2) The following investment option(s) are only available to contracts for which good order applications were received prior to May 1, 2015:**

- Huntington VA Funds - VA Situs Fund



- Invesco - Invesco V.I. Mid Cap Core Equity: Series II Shares

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

CURRENT NAME	UPDATED NAME
AllianceBernstein Variable Products Series Fund, Inc. - Alliance Bernstein VPS Balanced Wealth Strategy Portfolio: Class B	AllianceBernstein Variable Products Series Fund, Inc. - AB VPS Balanced Wealth Strategy Portfolio: Class B
AllianceBernstein Variable Products Series Fund, Inc. - AllianceBernstein Small/Mid Cap Value Portfolio: Class B	AllianceBernstein Variable Products Series Fund, Inc. - AB VPS Small/Mid Cap Value Portfolio: Class B

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

Effective April 30, 2015 (the "Effectiveness Date"), Fidelity Variable Insurance Products Fund - VIP Overseas Portfolio: Service Class 2 (the "Target Fund") is added as an investment option in all contracts/policies. On the Effectiveness Date, any account value allocated to Fidelity Variable Insurance Products Fund - VIP Overseas Portfolio: Service Class 2R will transfer to the Target Fund. Following the merger, the Target Fund will remain available as an investment option in all contracts/policies and the following disclosure is added to *Appendix A: Underlying Mutual Funds*.

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

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

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

**Nationwide Life Insurance Company and Nationwide Life and Annuity Insurance Company**

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

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



The various businesses conducted by the Company are subject to oversight by numerous federal and state regulatory entities, including but not limited to the Securities and Exchange Commission, the Financial Industry Regulatory Authority, the Department of Labor, the Internal Revenue Service, the Federal Reserve Bank and state insurance authorities. Such regulatory entities may, in the normal course, be engaged in general or targeted inquiries, examinations and investigations of the Company and/or its affiliates. The financial services industry has been the subject of increasing scrutiny in connection with a broad spectrum of regulatory issues; with respect to all such scrutiny directed at the Company and/or its affiliates, the Company is cooperating with regulators. The Company will cooperate with Nationwide Mutual Insurance Company (NMIC) insofar as any inquiry, examination or investigation encompasses NMIC's operations.

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

#### **Nationwide Investment Services Corporation**

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

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

America's Horizon Annuity (1st Tennessee Ach) prospectus dated May 1, 2014  
Nationwide Income Architect Annuity and BOA Choice Venue Annuity prospectus dated May 1,  
2013

<p><b>This supplement updates certain information contained in your prospectus. Please read it and keep it with your prospectus for future reference.</b></p>
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1) The prospectus offers the following underlying mutual funds as investment options under the contract. The prospectus has been corrected to reflect updated information for these investment options as indicated below:

UNDERLYING MUTUAL FUND	UPDATED INFORMATION
Nationwide Variable Insurance Trust - NVIT Large Cap Growth Fund	Sub-advisor: The Boston Company Asset Management, LLC
Nationwide Variable Insurance Trust - NVIT Multi-Manager International Value Fund	Sub-advisor: Dimensional Fund Advisors LP; JPMorgan Investment Management Inc.
Nationwide Variable Insurance Trust - NVIT Multi-Manager Large Cap Growth Fund	Sub-advisor: Massachusetts Financial Services Company; Pyramis Global Advisors LLC; and Winslow Capital Management, LLC
Nationwide Variable Insurance Trust - NVIT Multi-Manager Large Cap Value Fund	Sub-advisor: Massachusetts Financial Services Company; Wellington Management Company, LLP; The Boston Company Asset Management, LLC
Nationwide Variable Insurance Trust - NVIT Multi-Manager Small Cap Value Fund	Sub-advisor: Epoch Investment Partners, Inc.; JPMorgan Investment Management Inc.
Nationwide Variable Insurance Trust - NVIT Multi-Manager Small Company Fund	Sub-advisor: Morgan Stanley Investment Management Inc.; Neuberger Berman Management LLC; OppenheimerFunds, Inc.; Putnam Investment Management, LLC

**Prospectus supplement dated May 1, 2014  
to the following prospectus(es):**

Nationwide Income Architect Annuity prospectus dated May 1, 2013

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

**1) The following investment option(s) are only available to contracts issued prior to May 1, 2014:**

- Huntington VA Funds - VA International Equity Fund
- Janus Aspen Series - Forty Portfolio: Service Shares

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

CURRENT NAME	UPDATED NAME
Franklin Templeton Variable Insurance Products Trust - Franklin Small Cap Value Securities Fund: Class 2	Franklin Templeton Variable Insurance Products Trust - Franklin Small Cap Value VIP Fund: Class 2
Franklin Templeton Variable Insurance Products Trust - Templeton Foreign Securities Fund: Class 2	Franklin Templeton Variable Insurance Products Trust - Templeton Foreign VIP Fund: Class 2
Nationwide Variable Insurance Trust - NVIT International Equity Fund: Class VI	Nationwide Variable Insurance Trust - NVIT International Equity Fund: Class II
Nationwide Variable Insurance Trust - NVIT Multi-Manager International Growth Fund: Class VI	Nationwide Variable Insurance Trust - NVIT Multi-Manager International Growth Fund: Class II
Nationwide Variable Insurance Trust - Templeton NVIT International Value Fund: Class III	Nationwide Variable Insurance Trust - Templeton NVIT International Value Fund: Class I

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

Effective April 25, 2014, American Century Variable Portfolios, Inc. - American Century VP Vista(R) Fund: Class II is removed from the contract/policy.

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

## Legal Proceedings

### Nationwide Life Insurance Company

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

The Company is subject to legal and regulatory proceedings in the ordinary course of its business. The Company's legal and regulatory matters include proceedings specific to the Company and other proceedings generally applicable to business practices in the industries in which the Company operates. These matters are subject to many uncertainties, and given their complexity and scope, their outcomes cannot be predicted. Regulatory proceedings could also affect the outcome of one or more of the Company's litigation matters. Furthermore, it is often not possible to determine the ultimate outcomes of the pending regulatory investigations and legal proceedings or to provide reasonable ranges of potential

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

The various businesses conducted by the Company are subject to oversight by numerous federal and state regulatory entities, including but not limited to the Securities and Exchange Commission, the Financial Industry Regulatory Authority, the Department of Labor, the Internal Revenue Service, and state insurance authorities. Such regulatory entities may, in the normal course, be engaged in general or targeted inquiries, examinations and investigations of the Company and/or its affiliates. The financial services industry has been the subject of increasing scrutiny in connection with a broad spectrum of regulatory issues; with respect to all such scrutiny directed at the Company and/or its affiliates, the Company is cooperating with regulators. The Company will cooperate with Nationwide Mutual Insurance Company (NMIC) insofar as any inquiry, examination or investigation encompasses NMIC's operations.

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

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

*Lehman Brothers Holdings, Inc. (Debtors) and Giddens, James v NLIC and NMIC, et al.* In 2012 the Plaintiff, Debtor in Possession Lehman Brothers Special Financing, Inc., filed a class action in the United States Bankruptcy Court for the Southern District of New York seeking the recovery of nearly \$3.0 billion in assets from all the named defendants including NLIC and NMIC. This litigation arises from two collateralized debt obligation transactions, 801 Grand and Alta, which resulted in payments to NLIC and NMIC after the Plaintiff and its parent company, Lehman Brothers Holding, Inc.

filed for bankruptcy in 2008. This triggered an early termination of the above transactions. The Plaintiff seeks to have sums returned to the bankruptcy estate in addition to prejudgment interest and costs. The case is currently stayed. In 2013, Plaintiff sent correspondence to all defendants inviting settlement discussions and has served NMIC and NLIC with a "SPV Derivatives ADR Notice," formally starting the Alternative Dispute Resolution process. NMIC and NLIC have responded, and are currently taking part in the ADR process. Mediation was scheduled for and proceeded on December 13, 2013, but the parties reached an impasse. The mediator is continuing to work with the parties and is expected to issue a final recommendation shortly. On January 10, 2014, Lehman filed another motion to extend the stay for a final four month period. After a hearing, the court extended the stay to the later of (a) May 20, 2014 or (b) 30 days after the court enters a scheduling order governing the Distributed Action. The parties have been negotiating the proposed scheduling order for the conduct of the Distributed Action litigation, and Lehman filed a revised proposed scheduling order on March 24, 2014. On April 14, 2014, Nationwide and 77 other defendants filed a joint response to the proposed scheduling order, and a hearing on the proposed scheduling order has been scheduled for May 14, 2014.

### **Nationwide Investment Services Corporation**

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

**Prospectus supplement dated March 31, 2014**

**to the following prospectus(es):**

Nationwide Income Architect Annuity prospectus dated May 1, 2013

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

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

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

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

<i>Redemption Fee Fund</i>	<i>Non-redemption Fee Fund</i>
NVIT - NVIT Multi-Manager International Growth Fund: Class VI	NVIT - NVIT Multi-Manager International Growth Fund: Class II*
NVIT - NVIT Multi-Manager International Value Fund: Class VI	NVIT - NVIT Multi-Manager International Value Fund: Class II*

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

**Prospectus supplement dated December 12, 2013**

**to the following prospectus(es):**

BOA IV, BOA America's VISION Annuity, BOA America's FUTURE Annuity II, Nationwide Destination All American Gold, Compass All American Gold, Key All American Gold, M&T All American Gold, Wells Fargo Gold Variable Annuity, BOA Achiever Annuity, America's Horizon Annuity, BOA Future Venue Annuity, Nationwide Heritage Annuity, Nationwide Destination C, BOA Elite Venue Annuity, BOA Choice Venue Annuity II, Nationwide Income Architect Annuity, Nationwide Destination EV, Nationwide Destination EV (2.0), Nationwide Destination EV NY (2.0), Nationwide Destination B, Nationwide Destination B (2.0), Nationwide Destination B NY (2.0), Nationwide Destination L, Nationwide Destination L (2.0), Nationwide Destination L NY (2.0), Nationwide Destination Navigator, Nationwide Destination Navigator (New York), Nationwide Destination Navigator (2.0), Nationwide Destination Navigator NY (2.0), Nationwide Destination All American Gold (2.0), Nationwide Destination All American Gold NY (2.0), Nationwide Destination Architect 2.0, America's marketFLEX Annuity, America's marketFLEX II Annuity, America's marketFLEX Advisor Annuity, BOA All American Annuity, M&T All American, BOA America's Future Annuity, Key Future, NEA Valuebuilder Future, America's Future Horizon Annuity, BOA America's Exclusive Annuity II, BOA V, NEA Valuebuilder Select, BOA Choice Annuity, Key Choice, Paine Webber Choice Annuity, BOA America's Income Annuity, BOA Advisor Variable Annuity, NEA Valuebuilder, 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 prospectus dated May 1, 2013

Schwab Income Choice Variable Annuity prospectus dated May 1, 2012

Schwab Custom Solutions Variable Annuity prospectus dated May 1, 2010

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

Nationwide Enterprise The Best of America Annuity, Market Street VIP/2 Annuity (NLAIC), BOA MSPVL, BOA MSPVL II, BOA Protection FPVUL, BOA ChoiceLife Protection FPVUL, Nationwide Options Select (AO and NY), Survivor Options Premier (NLIC and NLAIC), Survivor Options Elite (NLIC), and Options Premier (NLAIC) prospectus dated May 1, 2008

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

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

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

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

Effective by the end of December, 2013, Columbia Management Investment Advisers, LLC will no longer be a sub-adviser for the NVIT Multi-Manager Mid Cap Value Fund and will be replaced by WEDGE Capital Management L.L.P. American Century Investment Management, Inc. and Thompson, Siegel & Walmsley LLC will continue to be sub-advisers to the Fund.



**Prospectus supplement dated October 3, 2013  
to the following prospectus(es):**

Soloist, Nationwide Destination Income Annuity, BOA IV, BOA America's VISION Annuity, BOA America's FUTURE Annuity II, Nationwide Destination All American Gold, Compass All American Gold, Key All American Gold, M&T All American Gold, Wells Fargo Gold Variable Annuity, BOA Achiever Annuity, America's Horizon Annuity, BOA Future Venue Annuity, Nationwide Heritage Annuity, Nationwide Destination C, BOA Elite Venue Annuity, BOA Choice Venue Annuity II, Nationwide Destination L, Nationwide Income Architect Annuity, Nationwide Destination B, Nationwide Destination EV, Nationwide Destination EV 2.0, Nationwide Destination EV New York 2.0, Nationwide Destination B 2.0, Nationwide Destination B New York 2.0, Nationwide Destination L 2.0, Nationwide Destination L New York 2.0, Nationwide Destination Navigator, Nationwide Destination Navigator 2.0, Nationwide Destination Navigator New York 2.0, Nationwide Destination All American Gold 2.0, Nationwide Destination All American Gold New York 2.0, Nationwide Destination Navigator New York, Nationwide Destination Architect 2.0, America's marketFLEX Annuity, America's marketFLEX II Annuity, America's marketFLEX Advisor Annuity, BOA All American Annuity, Sun Trust All American, M&T All American, Compass All American, BOA America's Future Annuity, Key Future, NEA Valuebuilder Future, Waddell & Reed Advisors Select Plus Annuity, America's Future Horizon Annuity, BB&T Future Annuity, BOA America's Exclusive Annuity II, Waddell & Reed Advisors Select Reserve Annuity, BOA V, NEA Valuebuilder Select, BOA Choice Venue Annuity, BOA Choice Annuity, Key Choice, Paine Webber Choice Annuity, BOA America's Income Annuity, Waddell & Reed Advisors Select Income Annuity, Waddell & Reed Advisors Select Preferred, Waddell & Reed Advisors Select Preferred 2.0, Waddell & Reed Advisors Select Preferred New York 2.0, BOA Advisor Variable Annuity, NEA Valuebuilder and The One Investor Annuity prospectus dated May 1, 2013

Schwab Income Choice Variable Annuity prospectus dated May 1, 2012

Schwab Custom Solutions Variable Annuity prospectus dated May 1, 2010

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

Effective immediately, the *Same-Sex Marriages, Domestic Partnership, and Other Similar Relationships* section under *Federal Tax Considerations* in *Appendix C: Contract Types and Tax Information* is deleted and replaced with the following:

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

In *U.S. v. Windsor*, the United States Supreme Court declared Section 3 of the Defense of Marriage Act to be unconstitutional and concluded that same sex marriages, in states that recognize them, are to be accorded the same federal benefits, rights and obligations as other marriages recognized by that state.

Revenue Ruling 2013-17 declared that the terms "spouse," "husband and wife," "husband" and "wife" do not include individuals (whether of the opposite sex or the same sex) who have entered into a registered domestic partnership, civil union, or other similar formal relationship recognized under state law that is not denominated as a marriage under the laws of that state. Therefore, the favorable income-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 a domestic partnership, civil union or other similar formal relationship recognized under state law that is not denominated as a marriage under the laws of that state.

**Prospectus supplement dated October 1, 2013**

**to the following prospectus(es):**

America's Future Horizon Annuity, America's Horizon Annuity, America's marketFLEX II Annuity, America's marketFLEX Advisor Annuity, America's marketFLEX Annuity, BOA Achiever Annuity, BOA Advisor Variable Annuity, BOA All American Annuity, BOA America's Exclusive Annuity II, BOA America's Future Annuity, BOA America's FUTURE Annuity II, BOA America's VISION Annuity, BOA Choice Annuity, BOA Choice Venue Annuity, BOA Choice Venue Annuity II, BOA Elite Venue Annuity, BOA Future Venue Annuity, BOA IV, BOA V, Compass All American, Compass All American Gold, Key All American Gold, Key Choice, Key Future, M&T All American, M&T All American Gold, Nationwide Destination All American Gold, Nationwide Destination All American Gold 2.0, Nationwide Destination All American Gold New York 2.0, Nationwide Destination Architect 2.0, Nationwide Destination B, Nationwide Destination B 2.0, Nationwide Destination B New York 2.0, Nationwide Destination C, Nationwide Destination EV, Nationwide Destination EV 2.0, Nationwide Destination EV New York 2.0, Nationwide Destination Income Annuity, Nationwide Destination L, Nationwide Destination L 2.0, Nationwide Destination L New York 2.0, Nationwide Destination Navigator, Nationwide Destination Navigator 2.0, Nationwide Destination Navigator New York, Nationwide Destination Navigator New York 2.0, Nationwide Heritage Annuity, Nationwide Income Architect Annuity, NEA Valuebuilder, NEA Valuebuilder Future, NEA Valuebuilder Select, Paine Webber Choice Annuity, Soloist, Sun Trust All American, The BB&T Future Annuity, The One Investor Annuity, Wells Fargo Gold Variable Annuity, Waddell & Reed Advisors Select Plus Annuity, Waddell & Reed Advisors Select Preferred, Waddell & Reed Advisors Select Preferred 2.0, Waddell & Reed Advisors Select Preferred New York 2.0, and Waddell & Reed Advisors Select Reserve Annuity prospectus dated May 1, 2013

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

Effective October 1, 2013, Nationwide will permit withdrawal requests to be submitted by telephone to the Service Center subject to dollar amount limitations and payment restrictions. Nationwide reserves the right to restrict or remove the ability to submit requests by telephone upon written notice. As a result, the following change applies to the prospectus:

**(1) The first paragraph of the "Surrender/Withdrawal Prior to Annuitization" section is deleted in its entirety and replaced with the following:**

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 restrictions to prevent fraud. Nationwide reserves the right to restrict or 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.

**Prospectus supplement dated June 14, 2013**

**to the following prospectus(es):**

BOA America's VISION Annuity, BOA America's FUTURE Annuity II, Nationwide Destination All American Gold, Compass All American Gold, Key All American Gold, M&T All American Gold, Wells Fargo Gold Variable Annuity, BOA Achiever Annuity, America's Horizon Annuity, BOA Future Venue Annuity, Nationwide Heritage Annuity, BOA Elite Venue Annuity, BOA Choice Venue Annuity II, Nationwide Destination L, Nationwide Income Architect Annuity, Nationwide Destination B, Nationwide Destination EV, Nationwide Destination Navigator, Nationwide Destination Navigator New York, BOA All American Annuity, M&T All American, BOA America's Future Annuity, Key Future, NEA Valuebuilder Future, America's Future Horizon Annuity, BOA America's Exclusive Annuity II, BOA V, NEA Valuebuilder Select, BOA Choice Annuity, Key Choice, BOA America's Income Annuity, BOA IV, BOA FPVUL, BOA Next Generation FPVUL, BOA ChoiceLife FPVUL, BOA CVUL Future (NWL), BAE Future Corporate FPVUL, Next Generation Corporate Variable Universal Life, Marathon Corporate VUL, Future Executive VUL, BOA Next Generation II FPVUL, Nationwide YourLife Protection VUL - New York, Nationwide YourLife Accumulation VUL - New York, Nationwide YourLife Survivorship VUL - New York, NLIC Options Plus, NLIC Options Premier, Nationwide YourLife Protection VUL - NLAIC, Marathon Performance VUL, Nationwide YourLife Accumulation VUL - NLAIC, and Nationwide YourLife Survivorship VUL prospectus dated May 1, 2013

Schwab Income Choice Variable Annuity prospectus dated May 1, 2012

Schwab Custom Solutions Variable Annuity prospectus dated May 1, 2010

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

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

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

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

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

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

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

# Nationwide Income Architect® Annuity

## Individual Flexible Premium Deferred Variable Annuity Contracts

Issued by

## Nationwide Life Insurance Company

through its

## Nationwide Variable Account-II

The date of this prospectus is May 1, 2013.

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

Variable annuities are complex investment products with unique benefits and advantages that may be particularly useful in meeting long-term savings and retirement needs. There are costs and charges associated with these benefits and advantages - costs and charges that are different, or do not exist at all, within other investment products. With help from financial consultants and advisors, investors are encouraged to compare and contrast the costs and benefits of the variable annuity described in this prospectus against those of other investment products, especially other variable annuity and variable life insurance products offered by Nationwide and its affiliates. Nationwide offers a wide array of such products, many with different charges, benefit features, and underlying 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, 2013), 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 40. 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](http://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 available under this contract invest in underlying mutual funds of the portfolio companies listed below.

### Nationwide Variable Insurance Trust ("NVIT")

- NVIT Cardinal<sup>SM</sup> Moderately Conservative Fund: Class II
- NVIT Cardinal<sup>SM</sup> Balanced Fund: Class II
- NVIT Cardinal<sup>SM</sup> Moderate Fund: Class II
- NVIT Cardinal<sup>SM</sup> Capital Appreciation Fund: Class II
- NVIT Investor Destinations Funds:
  - NVIT Investor Destinations Moderately Conservative Fund: Class II

- NVIT Investor Destinations Balanced Fund: Class II
- NVIT Investor Destinations Moderate Fund: Class II
- NVIT Investor Destinations Capital Appreciation Fund: Class II

**The following underlying mutual funds are only available in contracts for which good order applications were received before December 1, 2009:**

### Nationwide Variable Insurance Trust ("NVIT")

- NVIT Cardinal<sup>SM</sup> Moderately Aggressive Fund: Class II
- NVIT Investor Destinations Funds:

- NVIT Investor Destinations Moderately Aggressive Fund: Class II

**The following Static Asset Allocation Models are only available in contracts for which good order applications were received before May 1, 2010:**

- Balanced Option (50% NVIT – NVIT Investor Destinations Moderate Fund: Class II and 50% NVIT – NVIT Investor Destinations Moderately Conservative Fund: Class II)
- Capital Appreciation Option (50% NVIT – NVIT Investor Destinations Moderate Fund: Class II and 50% NVIT – NVIT Investor Destinations Moderately Aggressive Fund: Class II)

**The following underlying mutual funds are available if and when the Custom Portfolio Asset Rebalancing Service is elected:**

#### **AllianceBernstein Variable Products Series Fund, Inc.**

- AllianceBernstein Small/Mid Cap Value Portfolio: Class B
- AllianceBernstein VPS Balanced Wealth Strategy Portfolio: Class B

#### **American Century Variable Portfolios II, Inc.**

- American Century VP Inflation Protection Fund: Class II

#### **American Century Variable Portfolios, Inc.**

- American Century VP Mid Cap Value Fund: Class II

#### **Delaware Variable Insurance Product Trust**

- Delaware VIP Small Cap Value Series: Service Class

#### **Dreyfus**

- Dreyfus Variable Investment Fund – Appreciation Portfolio: Service Shares

#### **Fidelity Variable Insurance Products Fund**

- VIP Equity-Income Portfolio: Service Class 2
- VIP Growth Portfolio: Service Class 2
- VIP Investment Grade Bond Portfolio: Service Class 2
- VIP Mid Cap Portfolio: Service Class 2
- VIP Overseas Portfolio: Service Class 2R

#### **Huntington VA Funds**

- Huntington VA International Equity Fund
- Huntington VA Situs Fund

#### **Invesco**

- Invesco V.I. Mid Cap Core Equity Fund: Series II

#### **Ivy Funds Variable Insurance Portfolios, Inc.**

- Mid Cap Growth
- Pathfinder Conservative
- Pathfinder Moderate
- Pathfinder Moderately Aggressive
- Pathfinder Moderately Conservative

#### **Janus Aspen Series**

- Forty Portfolio: Services Shares

#### **MFS® Variable Insurance Trust**

- MFS New Discovery Series: Service Class
- MFS Value Series: Service Class

#### **MFS® Variable Insurance Trust II**

- MFS International Value Portfolio: Service Class

#### **Nationwide Variable Insurance Trust**

- American Century NVIT Growth Fund: Class II
- American Century NVIT Multi Cap Value Fund: Class II
- American Funds NVIT Asset Allocation Fund: Class II
- American Funds NVIT Bond Fund: Class II
- American Funds NVIT Global Growth Fund: Class II
- American Funds NVIT Growth Fund: Class II
- American Funds NVIT Growth-Income Fund: Class II
- Invesco NVIT Comstock Value Fund: Class II (formerly, Van Kampen NVIT Comstock Value Fund: Class II)
- Neuberger Berman NVIT Socially Responsible Fund: Class II
- NVIT Core Bond Fund: Class II
- NVIT Core Plus Bond Fund: Class II
- NVIT Government Bond Fund: Class I
- NVIT International Equity Fund: Class VI
- NVIT International Index Fund: Class VIII
- NVIT Large Cap Growth Fund: Class II
- NVIT Mid Cap Index Fund: Class I
- NVIT Money Market Fund: Class I
- NVIT Multi Sector Bond Fund: Class I
- NVIT Multi-Manager International Growth Fund: Class VI
- NVIT Multi-Manager International Value Fund: Class VI
- NVIT Multi-Manager Large Cap Growth Fund: Class II
- NVIT Multi-Manager Large Cap Value Fund: Class II
- NVIT Multi-Manager Mid Cap Growth Fund: Class II
- NVIT Multi-Manager Mid Cap Value Fund: Class II
- NVIT Multi-Manager Small Cap Growth Fund: Class II
- NVIT Multi-Manager Small Cap Value Fund: Class II
- NVIT Multi-Manager Small Company Fund: Class II
- NVIT Nationwide Fund: Class II
- NVIT S&P 500 Index Fund: Class II
- NVIT Short Term Bond Fund: Class II
- NVIT Small Cap Index Fund: Class II



- Templeton NVIT International Value Fund: Class III

#### **Oppenheimer Variable Account Funds**

- Oppenheimer Main Street Fund®/VA: Service Shares
- Oppenheimer Main Street Small Cap Fund®/VA: Service Shares (formerly, Oppenheimer Main Street Small- & Mid-Cap Fund®/VA: Service Shares)

#### **PIMCO Variable Insurance Trust**

- Low Duration Portfolio: Advisor Class
- Total Return Portfolio: Advisor Class

#### **Wells Fargo Advantage Variable Trust**

- Wells Fargo Advantage VT Small Cap Growth Fund: Class 2

**The following underlying mutual funds are only available in contracts for which good order applications were received before May 1, 2009:**

#### **Franklin Templeton Variable Insurance Products Trust**

- Templeton Foreign Securities Fund: Class 3

#### **The Universal Institutional Funds, Inc.**

- Core Plus Fixed Income Portfolio: Class II

**The following underlying mutual funds are only available in contracts for which good order applications were received before May 1, 2012:**

For a complete list of the available Sub-Accounts, refer to *Appendix A: Underlying Mutual Funds*. For more information on the underlying mutual funds, refer to the prospectus for the mutual fund.

#### **Invesco**

- Invesco V.I. Mid Cap Growth Fund: Series II (formerly, Invesco Van Kampen V.I. Mid Cap Growth Fund: Series II)

#### **Neuberger Berman Advisers Management Trust**

- AMT Short Duration Bond Portfolio: I Class

**The following underlying mutual funds are only available in contracts for which good order applications were received before May 1, 2013:**

#### **Dreyfus**

- Dreyfus Investment Portfolios – Small Cap Stock Index Portfolio: Service Shares
- Dreyfus Stock Index Fund, Inc.: Service Shares

#### **Franklin Templeton Variable Insurance Products Trust**

- Franklin Small Cap Value Securities Fund: Class 2

#### **Nationwide Variable Insurance Trust**

- Neuberger Berman NVIT Multi Cap Opportunities Fund: Class II

## Glossary of Special Terms

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**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.

---

**Attained Age** – The person's age when he/she requests a lump sum settlement option.

---

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

---

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

---

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

---

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

---

**Contract Value** – The value of all Accumulation Units in a contract.

---

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

---

**Current Guaranteed Lifetime Withdrawal Base** – For purposes of Guaranteed Lifetime Withdrawals, the amount that is multiplied by the lifetime withdrawal percentage to arrive at the Guaranteed Lifetime Withdrawal Amount for any given year.

---

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

---

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

---

**Guaranteed Lifetime Withdrawal Amount** – The guaranteed amount that a Contract Owner can withdraw from the contract before the next Contract Anniversary without reducing the Guaranteed Lifetime Withdrawal Base. This amount is non-cumulative, meaning that it cannot be carried over from one year to the next.

---

**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.

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**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.

---

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

---

**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.

---

**Original Guaranteed Lifetime Withdrawal Base** – For purposes of Guaranteed Lifetime Withdrawals, the initial benefit base calculated on the date the contract is issued, which is equal to the Contract Value.

---

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

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

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**SEC** – Securities and Exchange Commission.

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

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**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.

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

---

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

---

**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 of underlying mutual fund shares such that their current Net Asset Value might be materially affected. Values of the Variable Account are determined as of the close of the New York Stock Exchange, which generally closes at 4:00 p.m. EST.

---

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

---

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

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## Contract Expenses

The following tables describe the fees and expenses that you will pay when buying, owning, or withdrawing Contract Value from the contract.

The first table describes the fees and expenses you will pay at the time the contract is purchased, when Contract Value is withdrawn from the contract, or when cash value is transferred between investment options.

<b>Contract Owner Transaction Expenses</b>	
<b>Maximum Premium Tax Fee</b> (as a percentage of purchase payments) . . . . .	5% <sup>1</sup>
<b>Maximum Short-Term Trading Fee</b> (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).

<b>Recurring Contract Expenses</b>	
<b>Variable Account Annual Expenses</b> (annualized rate of total Variable Account fees as a percentage of the Daily Net Assets):	
<b>Mortality and Expense Risk Fee</b> . . . . .	0.20%
<b>Administrative Fee</b> . . . . .	0.20%
<b>Variable Account Annual Expenses (with fees assessed annually, as a percentage of the Guaranteed Lifetime Withdrawal Base)<sup>2</sup>:</b>	
<b>Guaranteed Lifetime Withdrawal Fee</b> . . . . .	0.60%
<b>Optional Rider (with fees assessed annually, as a percentage of the Guaranteed Lifetime Withdrawal Base)<sup>2</sup>:</b> . . .	
<b>Spousal Continuation Option Fee</b> . . . . .	0.10%

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

<b>Summary of Maximum Contract Expenses</b> (annualized rate, as a percentage of the Daily Net Assets)	
Mortality and Expense Risk Fee . . . . .	0.20%
Administrative Fee . . . . .	0.20%
Guaranteed Lifetime Withdrawal Fee . . . . .	0.60% <sup>3</sup>
Spousal Continuation Option Fee . . . . .	0.10% <sup>3</sup>
<b>Maximum Possible Total Variable Account Fees</b> . . . . .	<b>1.10%</b>

- <sup>1</sup> Nationwide will charge between 0% and 5% of purchase payments for premium taxes levied by state or government entities. The amount assessed to the contract will equal the amount assessed by the state or government entity.
- <sup>2</sup> For information about how the Guaranteed Lifetime Withdrawal Base is calculated, see *Guaranteed Lifetime Withdrawals and Spousal Continuation*.
- <sup>3</sup> This charge is a percentage of the Guaranteed Lifetime Withdrawal Base. For purposes of this table, Nationwide assumes the Current Guaranteed Lifetime Withdrawal Base is equal to the Daily Net Assets.

## Underlying Mutual Fund Annual Expenses

The next table provides the minimum and maximum total operating expenses, as of December 31, 2012, 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.

<b>Total Annual Underlying Mutual Fund Operating Expenses</b>		
	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)	0.41%	1.47%

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

The 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;<sup>1</sup>
- a 5% return each year;
- the maximum and the minimum fees and expenses of any of the underlying mutual funds; and
- the total Variable Account fees associated with the contract (1.10%).<sup>2</sup>

For those contracts that do not elect the Spousal Continuation Option, the expenses would be lower.

	If you surrender your contract at the end of the applicable time period				If you annuitize your contract at the end of the applicable time period				If you do not surrender your contract			
	1 Yr.	3 Yrs.	5 Yrs.	10 Yrs.	1 Yr.	3 Yrs.	5 Yrs.	10 Yrs.	1 Yr.	3 Yrs.	5 Yrs.	10 Yrs.
Maximum Total Underlying Mutual Fund Operating Expenses (1.47%)	\$270	\$828	\$1,413	\$2,996	*	\$828	\$1,413	\$2,996	\$270	\$828	\$1,413	\$2,996
Minimum Total Underlying Mutual Fund Operating Expenses (0.41%)	\$159	\$492	\$ 849	\$1,853	*	\$492	\$ 849	\$1,853	\$159	\$492	\$ 849	\$1,853

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

<sup>1</sup> The minimum initial purchase payment is \$25,000.

<sup>2</sup> The total Variable Account fees associated with the most expensive allowable combination of optional benefits may be higher or lower depending on whether the Current Guaranteed Lifetime Withdrawal Base is higher or lower than the Daily Net Assets. For purposes of these tables, Nationwide assumes the Current Guaranteed Lifetime Withdrawal Base is equal to the Daily Net Assets.

## Synopsis of the Contracts

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

The contracts can be categorized as:

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

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

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

### Surrenders/Withdrawals

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

## Minimum Initial and Subsequent Purchase Payments

The minimum initial purchase payment is \$25,000. The minimum subsequent purchase payment is \$500. However, for subsequent purchase payments sent via electronic deposit, the minimum subsequent purchase payment is \$50.

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

**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.

## Dollar Limit Restrictions

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

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

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

*Subsequent Purchase Payments.* Subsequent purchase payments may be limited to an aggregate total of \$50,000 per calendar year.

## Mortality and Expense Risk Fee

Nationwide deducts a Mortality and Expense Risk Fee equal to an annualized rate of 0.20% of the Daily Net Assets. The Mortality and Expense Risk Fee 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 Fee compensates Nationwide for guaranteeing that charges will not increase regardless of actual expenses. Nationwide may realize a profit from this fee.

## Administrative Fee

Nationwide deducts an Administrative Fee equal to an annualized rate of 0.20% of the Daily Net Assets. The Administrative Fee 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 fee.

## Guaranteed Lifetime Withdrawal Fee

Nationwide deducts an annual fee of 0.60% of the Guaranteed Lifetime Withdrawal Base. The fee is deducted on each Contract Anniversary and is taken from the Sub-Accounts proportionally based on allocations at the time the fee is deducted by redeeming Accumulation Units. A prorated fee will be deducted upon full surrender of the contract.

The Guaranteed Lifetime Withdrawal Fee compensates Nationwide for investment and longevity risk associated with paying for Guaranteed Lifetime Withdrawals over the life of the Contract Owner regardless of Contract Value. Nationwide may realize a profit from this fee. The Guaranteed Lifetime Withdrawal Fee is only assessed prior to annuitization.

## **Spousal Continuation Option Fee**

The Spousal Continuation Option is available under the contract at the time of application and both spouses cannot be older than 85 years old at that time. If the applicant elects the Spousal Continuation Option, Nationwide will deduct an additional fee equal to 0.10% of the Guaranteed Lifetime Withdrawal Base. The fee is deducted at the same time and in the same manner as the Guaranteed Lifetime Withdrawal Fee. The Spousal Continuation Option Fee is only assessed prior to annuitization.

## **Underlying Mutual Fund Annual Expenses**

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

## **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 they exceed investment in the contract. Nationwide will charge against the contract any premium taxes levied by any governmental authority. Premium tax rates currently range from 0% to 5% (see *Premium Taxes and Appendix C: Contract Types and Tax Information*).

## **Death Benefit**

The contract contains a standard death benefit (the greater of (i) Contract Value or (ii) net purchase payments) at no additional charge.

## **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.

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 fees. 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, and Puerto Rico.

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

## Nationwide Investment Services Corporation

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

## Investing in the Contract

### The Variable Account and Underlying Mutual Funds

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

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

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

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

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

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

The particular underlying mutual funds available under the contract may change from time to time. Specifically, underlying mutual funds or underlying mutual fund share classes that are currently available may be removed or closed off to future investment. New underlying mutual funds or new share classes of currently available underlying mutual funds may be added. Contract Owners will receive notice of any such changes that affect their contract.

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

### **Voting Rights**

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

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

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

### ***Material Conflicts***

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

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

### ***Substitution of Securities***

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

- (1) shares of a current underlying mutual fund are no longer available for investment; or
- (2) further investment in an underlying mutual fund is inappropriate.

No substitution of shares may take place without the prior approval of the SEC. All affected Contract Owners will be notified in the event there is a substitution, elimination, or combination of shares.

### ***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.

## **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](http://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.

Nationwide may be required to provide information about one or more contracts to government regulators. If mandated under applicable law, Nationwide may be required to reject a purchase payment and to refuse to process transaction requests for transfers, withdrawals, loans, and/or death benefits until instructed otherwise by the appropriate regulator.

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.

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, premium tax assessment, age issuance limitations, free look rights, annuity payment options, ownership and interests in the contract, assignment, and death benefit calculations. This prospectus describes all the material features of the contract. To review a copy of the contract and any endorsements, contact the Service Center.

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

Nationwide will not contest the contract.

The contracts are sold by investment advisors to their clients, and these investment advisors may assess a fee for managing their clients' assets. The investment advisors are not endorsed or affiliated with Nationwide and Nationwide makes no representation as to their qualifications. The investment advisory fees are specified in the respective account agreements and are separate from and in addition to the contract fees and expenses described in this prospectus. Nationwide may make these contracts available to employees and their family members through a Nationwide affiliated broker dealer and they will not be subject to investment advisory fees for asset management.

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 fees are assessed in order to compensate Nationwide for administrative services, distribution and operational expenses, and assumed actuarial risks associated with the contract.

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 7.00% of purchase payments. **Note:** The individual registered representatives typically receive only a portion of this amount; the remainder is retained by the firm. Nationwide may also, instead of a premium-based commission, pay an asset-based commission (sometimes referred to as "trails" or "residuals"), or a combination of the two.

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

## **Underlying Mutual Fund 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 may be used by Nationwide for any corporate purpose, which include reducing the prices of the contracts, paying expenses that Nationwide or its affiliates incur in promoting, marketing, and administering the contracts and the underlying mutual funds, and achieving a profit.

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. Thus, Nationwide may receive more revenue with respect to affiliated underlying mutual funds than unaffiliated underlying mutual funds.

Nationwide took into consideration the anticipated 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 payments, Nationwide would have imposed higher charges under the contract.

### ***Amount of Payments Nationwide Receives***

For the year ended December 31, 2012, the underlying mutual fund 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 this 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).

## **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, investment performance, risk characteristics, investment capabilities, experience and resources, investment consistency, and fund expenses. Another factor Nationwide considers during the identification process is whether the underlying mutual fund's adviser or subadviser is a Nationwide affiliate or whether the underlying mutual fund, its adviser, its subadviser(s), or an affiliate will make payments to Nationwide or its affiliates.

There may be underlying mutual funds with lower fees, as well as other variable contracts that offer underlying mutual funds with lower fees. 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 charges 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, 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.

# **Fees and Deductions**

## **Mortality and Expense Risk Fee**

Nationwide deducts a Mortality and Expense Risk Fee equal to an annualized rate of 0.20% of the Daily Net Assets. The Mortality and Expense Risk Fee 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 Fee compensates Nationwide for guaranteeing that charges will not increase regardless of actual expenses. Nationwide may realize a profit from this fee.

## **Administrative Fee**

Nationwide deducts an Administrative Fee equal to an annualized rate of 0.20% of the Daily Net Assets. The Administrative Fee 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 fee.

## **Sales Fees**

There are no sales fees assessed upon purchase payments or withdrawals from the contract.



## Guaranteed Lifetime Withdrawal Fee

Nationwide deducts an annual fee of 0.60% of the Guaranteed Lifetime Withdrawal Base. The fee is deducted on each Contract Anniversary and is taken from the Sub-Accounts proportionally based on allocations at the time the fee is deducted by redeeming Accumulation Units. A prorated fee will be deducted upon full surrender of the contract.

The Guaranteed Lifetime Withdrawal Fee compensates Nationwide for investment and longevity risk associated with paying for Guaranteed Lifetime Withdrawals over the life of the Contract Owner regardless of Contract Value. Nationwide may realize a profit from this fee. The Guaranteed Lifetime Withdrawal Fee is only assessed prior to annuitization.

## Spousal Continuation Option Fee

The Spousal Continuation Option is available under the contract at the time of application and both spouses cannot be older than 85 years old at that time. If the applicant elects the Spousal Continuation Option, Nationwide will deduct an additional fee equal to 0.10% of the Guaranteed Lifetime Withdrawal Base. The fee is deducted at the same time and in the same manner as the Guaranteed Lifetime Withdrawal Fee. The Spousal Continuation Option Fee is only assessed prior to annuitization.

## 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 Funds*.

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;
- withdrawals of Annuity Units to make annuity payments;
- 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.

## Guaranteed Lifetime Withdrawals and Spousal Continuation Option

### Guaranteed Lifetime Withdrawals

Guaranteed Lifetime Withdrawals are designed exclusively as a withdrawal benefit. Nationwide determines a Guaranteed Lifetime Withdrawal Base that it uses to calculate how much the Contract Owner can withdraw each year after the Contract Owner reaches age 59½ (or if the Spousal Continuation Option is elected, both spouses reach age 59½) (the "Withdrawal Start Date") without reducing the Guaranteed Lifetime Withdrawal Base. This amount is referred to as the "Guaranteed Lifetime Withdrawal Amount."

Once the Contract Owner reaches the Withdrawal Start Date, the Guaranteed Lifetime Withdrawals provide for lifetime withdrawals of the Guaranteed Lifetime Withdrawal Amount, even after the Contract Value is \$0, subject to the conditions discussed in this prospectus. The age of the person upon which the Guaranteed Lifetime Withdrawals depends (the "determining life") must be younger than 85 years old at the time of application. For most contracts, the determining life is that of the primary Contract Owner. For those contracts where the Contract Owner is a non-natural person, for purposes of this option, the determining life is that of the primary Annuitant, and all references in this option to "Contract Owner" shall mean primary Annuitant. The determining life may not be changed.

While the tax treatment of withdrawals under withdrawal benefits such as Guaranteed Lifetime Withdrawals is not clear under federal tax law, Nationwide currently treats these withdrawals as taxable to the extent that the cash value of the contract exceeds the Contract Owner's investment at the time of the withdrawal. Consult a qualified tax advisor.

In exchange for Guaranteed Lifetime Withdrawals, Nationwide will assess an annual fee not to exceed 0.60% of the Guaranteed Lifetime Withdrawal Base. The current fee for Guaranteed Lifetime Withdrawals is 0.60% of the Guaranteed Lifetime Withdrawal Base. The fee will be assessed on each Contract Anniversary and will be deducted via redemption of Accumulation Units. A prorated fee will also be deducted upon full surrender of the contract. Accumulation Units will be redeemed proportionally from each Sub-Account in which the Contract Owner is invested at the time the fee is taken. Amounts redeemed as the Guaranteed Lifetime Withdrawal Fee will not negatively impact calculations associated with other benefits available under the contract.

### ***Determination of the Guaranteed Lifetime Withdrawal Base Prior to the First Guaranteed Lifetime Withdrawal***

Upon contract issuance, the Original Guaranteed Lifetime Withdrawal Base is equal to the Contract Value. Each time the benefit base is recalculated, as described below, the resulting benefit base is the Current Guaranteed Lifetime Withdrawal Base. There are several ways that the Guaranteed Lifetime Withdrawal Base can change prior to the first guaranteed lifetime withdrawal:

1. The Annual Benefit Base Review. The Guaranteed Lifetime Withdrawal Benefit contains an anniversary step-up feature (the "Annual Benefit Base Review") where if, on any Contract Anniversary, the Contract Value exceeds the Guaranteed Lifetime Withdrawal Base, Nationwide will automatically increase the Guaranteed Lifetime Withdrawal Base to equal that Contract Value.

**Note:** Since the Guaranteed Lifetime Withdrawal Fee is calculated based on the Guaranteed Lifetime Withdrawal Base, increases to the Guaranteed Lifetime Withdrawal Base will result in higher contract fees. Under the Annual Benefit Base Review feature, the Contract Owner agrees to pay the larger fee.

The Contract Owner can cancel the automatic Annual Benefit Base Review by notifying Nationwide. Nationwide reserves the right to change or terminate the automatic Annual Benefit Base Review at any time upon written notice to Contract Owners.

2. Additional Purchase Payments to the Contract. The contract permits additional purchase payments to be made to the contract, subject to certain limitations. Specifically, Nationwide reserves the right to refuse purchase payments in excess of \$1,000,000. Additional purchase payments will result in an immediate increase to the Guaranteed Lifetime Withdrawal Base equal to the dollar amount of the additional purchase payment(s).
3. Early Withdrawals from the Contract. An early withdrawal is any withdrawal taken from the contract prior to the Withdrawal Start Date. Early withdrawals will result in a decrease to the Guaranteed Lifetime Withdrawal Base. The amount of that decrease will be the greater of (a) or (b), where:



- (a) = the dollar amount of the early withdrawal; and
- (b) = a "proportional amount" derived from the following calculation:  $(A \div B) \times C$ , where:
  - A = the dollar amount of the early withdrawal;
  - B = the Contract Value on the date of the early withdrawal; and
  - C = the Guaranteed Lifetime Withdrawal Base on the date of the early withdrawal.

**Note:** When an early withdrawal occurs at a time when the Contract Value exceeds the Guaranteed Lifetime Withdrawal Base, an early withdrawal will result in a dollar for dollar reduction in the Guaranteed Lifetime Withdrawal Base. When an early withdrawal occurs at a time when the Contract Value is less than the Guaranteed Lifetime Withdrawal Base, an early withdrawal will result in a proportional reduction to the Guaranteed Lifetime Withdrawal Base. Furthermore, the greater the difference between the Contract Value and the Guaranteed Lifetime Withdrawal Base, the greater impact that the proportional reduction will have on the remaining Guaranteed Lifetime Withdrawal Base.

Example of early withdrawal calculations

In this example, the Contract Value is greater than the Guaranteed Lifetime Withdrawal Base.

At the time of the early withdrawal:

Contract Value=\$500,000  
 Guaranteed Lifetime Withdrawal Base=\$450,000  
 Withdrawal Amount=\$15,000

Guaranteed Lifetime Withdrawal Base reduction calculations:

Dollar amount=\$15,000  
 Proportional amount  $(\$15,000 \div \$500,000) \times \$450,000 = \$13,500$

After the early withdrawal:

Contract Value  $(\$500,000 - \$15,000) = \$485,000$   
 Guaranteed Lifetime Withdrawal Base  $(\$450,000 - \$15,000) = \$435,000$

In this example, the Contract Value is less than the Guaranteed Lifetime Withdrawal Base:

At the time of the early withdrawal:

Contract Value=\$400,000  
 Guaranteed Lifetime Withdrawal Base=\$450,000  
 Withdrawal Amount=\$15,000

Guaranteed Lifetime Withdrawal Base reduction calculations:

Dollar amount=\$15,000  
 Proportional amount  $(\$15,000 \div \$400,000) \times \$450,000 = \$16,875$

After the early withdrawal:

Contract Value  $(\$400,000 - \$15,000) = \$385,000$   
 Guaranteed Lifetime Withdrawal Base  $(\$450,000 - \$16,875) = \$433,125$

**Guaranteed Lifetime Withdrawals**

At any time after the Withdrawal Start Date, the Contract Owner may begin taking Guaranteed Lifetime Withdrawals by taking a withdrawal from the contract. The first withdrawal after the Withdrawal Start Date constitutes the first guaranteed lifetime withdrawal, even if such withdrawal is taken to meet minimum distribution requirements under the Internal Revenue Code. Nationwide will withdraw Accumulation Units proportionally from the Sub-Accounts as of the date of the withdrawal request. As with any withdrawal, Guaranteed Lifetime Withdrawals reduce the Contract Value and consequently, the amount available for annuitization.

At the time of the first withdrawal after the Withdrawal Start Date, the Current Guaranteed Lifetime Withdrawal Base is locked in and will only change if one of the events in the *Determination of the Guaranteed Lifetime Withdrawal Base After the First Guaranteed Lifetime Withdrawal* provision occurs. Simultaneously, the lifetime withdrawal percentage is determined based on the age of the contract as indicated in the following table:

<u>Contract Years*</u>	<u>Lifetime Withdrawal Percentage for contracts issued before December 1, 2009</u>	<u>Lifetime Withdrawal Percentage for contracts issued on or after the later of December 1, 2009 or state approval<sup>1, 2</sup></u>	<u>Lifetime Withdrawal Percentage for contracts issued on or after the later of May 1, 2010 or state approval<sup>1, 2</sup></u>
1 – 5.....	5%	4%	4.5%
6 – 10.....	5.5%	4.5%	5.0%
11 + .....	6%	5%	5.5%

\* As of the date of the first withdrawal taken after the Withdrawal Start Date.

<sup>1</sup> For information on state approval, a prospective purchaser may contact their broker or refer to the contract.

<sup>2</sup> The contract issue date is the date the initial purchase payment is applied to the contract.

A Contract Owner will receive the maximum applicable lifetime withdrawal percentage only if he or she does not take a withdrawal from the contract during the first 10 Contract Years. Note: The Internal Revenue Code requires that IRAs, SEP IRAs, and Simple IRAs begin distributions no later than April 1 of the calendar year following the calendar year in which the Contract Owner reaches age 70½. Thus, if the contract is subject to these minimum distribution rules, the Contract Owner may be required to take withdrawals during the first 10 Contract Years, resulting in a lifetime withdrawal percentage less than the maximum shown in the table above.

At the time of the first withdrawal and on each Contract Anniversary thereafter, the lifetime withdrawal percentage is multiplied by the Guaranteed Lifetime Withdrawal Base to determine the benefit amount (the "Guaranteed Lifetime Withdrawal Amount") for that year. The Guaranteed Lifetime Withdrawal Amount is the maximum amount that can be withdrawn from the contract before the next Contract Anniversary without reducing the Guaranteed Lifetime Withdrawal Base. The ability to withdraw the Guaranteed Lifetime Withdrawal Amount each year will continue until the earlier of the Annuitant's death or annuitization.

Although withdrawals up to the Guaranteed Lifetime Withdrawal Amount do not reduce the Guaranteed Lifetime Withdrawal Base, they do reduce the Contract Value and the death benefit.

#### Determination of the Guaranteed Lifetime Withdrawal Base After the First Guaranteed Lifetime Withdrawal

As indicated previously, at the time of the first withdrawal after the Withdrawal Start Date, the Current Guaranteed Lifetime Withdrawal Base is locked in. However, there are several ways that the Guaranteed Lifetime Withdrawal Base can change after the first guaranteed lifetime withdrawal:

1. **The Annual Benefit Base Review.** The Annual Benefit Base Review continues to apply after the first guaranteed lifetime withdrawal. The feature works exactly the same after the first guaranteed lifetime withdrawal as prior to the first guaranteed lifetime withdrawal (see *Annual Benefit Base Review*).
2. **Additional Purchase Payments to the Contract.** Additional purchase payments can continue to be made to the contract after the first guaranteed lifetime withdrawal. They impact the Guaranteed Lifetime Withdrawal Base exactly the same after the first guaranteed lifetime withdrawal as prior to the first guaranteed lifetime withdrawal (see *Additional Purchase Payments to the Contract*).
3. **Excess Withdrawals from the Contract.** Excess withdrawals are any withdrawals taken after the Withdrawal Start Date that, during any Contract Year, exceed the Guaranteed Lifetime Withdrawal Amount. Excess withdrawals will result in a decrease to the Guaranteed Lifetime Withdrawal Base. The amount of that decrease will be the greater of (a) or (b), where:
  - (a) = the dollar amount of the excess withdrawal (the amount withdrawn during any Contract Year in excess of the Guaranteed Lifetime Withdrawal Amount); and
  - (b) = a "proportional amount" derived from the following calculation:  $(A \div B) \times C$ , where:
    - A = the dollar amount of the excess withdrawal;
    - B = the Contract Value (which will be reduced by any Guaranteed Lifetime Withdrawal Amount) on the date of the excess withdrawal; and
    - C = the Guaranteed Lifetime Withdrawal Base on the date of the excess withdrawal.

**Note:** When an excess withdrawal occurs at a time when the Contract Value exceeds the Guaranteed Lifetime Withdrawal Base, an excess withdrawal will result in a dollar for dollar reduction in the Guaranteed Lifetime Withdrawal Base. When an excess withdrawal occurs at a time when the Contract Value is less than the Guaranteed Lifetime Withdrawal Base, an excess withdrawal will result in a proportional reduction to the Guaranteed Lifetime Withdrawal Base. Furthermore, the greater the difference between the Contract Value and the Guaranteed Lifetime Withdrawal Base, the greater impact that the proportional reduction will have on the remaining Guaranteed Lifetime Withdrawal Base.

Example of excess withdrawal calculations:

In this example, the Contract Value is greater than the Guaranteed Lifetime Withdrawal Base:

At the time of the excess withdrawal:

Contract Value=\$500,000

Guaranteed Lifetime Withdrawal Base=\$450,000

Guaranteed Lifetime Withdrawal Amount=\$22,500

Withdrawal Amount=\$30,000

Excess Withdrawal Amount (\$30,000 - \$22,500)=\$7,500

Guaranteed Lifetime Withdrawal Base reduction calculations:

Dollar amount=\$7,500

Proportional amount ( $\$7,500 \div \$477,500$ ) x \$450,000=\$7,068

After the excess withdrawal:

Contract Value (\$500,000 - \$30,000)=\$470,000

Guaranteed Lifetime Withdrawal Base (\$450,000 - \$7,500)=\$442,500

In this example, the Contract Value is less than the Guaranteed Lifetime Withdrawal Base:

At the time of the excess withdrawal:

Contract Value=\$400,000

Guaranteed Lifetime Withdrawal Base=\$450,000

Guaranteed Lifetime Withdrawal Amount=\$22,500

Withdrawal Amount=\$30,000

Excess Withdrawal Amount (\$30,000 - \$22,500)=\$7,500

Guaranteed Lifetime Withdrawal Base reduction calculations:

Dollar amount=\$7,500

Proportional amount ( $\$7,500 \div \$377,500$ ) x \$450,000=\$8,940

After the excess withdrawal:

Contract Value (\$400,000 - \$30,000)=\$370,000

Guaranteed Lifetime Withdrawal Base (\$450,000 - \$8,940)=\$441,060

Currently, Nationwide allows for an "RMD privilege" whereby Nationwide permits a Contract Owner to withdraw Contract Value in excess of the Guaranteed Lifetime Withdrawal Amount without reducing the Guaranteed Lifetime Withdrawal Base if such excess withdrawal is for the sole purpose of meeting Internal Revenue Code required minimum distributions for this contract. This RMD privilege is not available for contracts issued as IRAs that are taken over, upon a Contract Owner's death, by a non-spouse. In order to qualify for the RMD privilege, the Contract Owner must:

- (1) be at least 70½ years old as of the date of the request;
- (2) own the contract as an IRA, SEP IRA, Simple IRA, or Investment-Only Contract; and
- (3) submit a completed administrative form in advance of the withdrawal to the Service Center (forms are available via the Service Center).

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

If the Contract Value falls to zero after the Withdrawal Start Date, the Contract Owner is no longer permitted to submit additional purchase payments and there is no Contract Value to annuitize. If, after the Withdrawal Start Date, the Contract Value is zero, but the Guaranteed Lifetime Withdrawal Base is greater than zero, the Contract Owner is permitted to continue to take withdrawals of no more than the Guaranteed Lifetime Withdrawal Amount. If, after the Withdrawal Start Date, both the Contract Value and the Guaranteed Lifetime Withdrawal Base are zero, the contract terminates.

### ***Difference between Early Withdrawals and Excess Withdrawals***

Early withdrawals and excess withdrawals vary in their impact on the Guaranteed Lifetime Withdrawal Base.

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

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

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

Therefore, in terms of negatively impacting the Guaranteed Lifetime Withdrawal Base, it would be beneficial to Contract Owners to take excess withdrawals over early withdrawals.

### ***Settlement Options***

If, after beginning Guaranteed Lifetime Withdrawals, a Contract Owner's Contract Value falls to \$0 (thus, there is nothing to annuitize) and there is still a positive Guaranteed Lifetime Withdrawal Base, Nationwide will provide the Contract Owner with one or more settlement options (in addition to the option of continuing to take or receive annual Guaranteed Lifetime Withdrawals). Specifically, Nationwide will provide a notification to the Contract Owner describing the following three options, along with instructions on how to submit the election to Nationwide:

- (1) The Contract Owner can continue to take annual withdrawals of no more than the Guaranteed Lifetime Withdrawal Amount until the death of the Annuitant;
- (2) The Contract Owner can elect the Age Based Lump Sum Settlement Option, as described below; or
- (3) If the Contract Owner qualifies after a medical examination, the Contract Owner can elect the Underwritten Lump Sum Settlement Option, as described below.

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

The Contract Owner will have 60 days from the date of Nationwide's notification letter to make an election. Once the Contract Owner makes an election, the election is irrevocable. If the Contract Owner does not make an election within 60 days of the date of the notification letter, Nationwide will assume that the Contract Owner intends to continue to take withdrawals of the Guaranteed Lifetime Withdrawal Amount.

### *Age Based Lump Sum Settlement Option*

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

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

For contracts that have elected the Spousal Continuation Option, if both spouses are living on the date the Age Based Lump Sum Settlement Option is elected, Nationwide will use the age of the younger Contract Owner minus three years to determine the Annual Benefit Multiplier. If only one spouse is living on the date the Age Based Lump Sum Settlement Option is elected, Nationwide will use the age of the living spouse to determine the Annual Benefit Multiplier.

### *Underwritten Lump Sum Settlement Option*

Under the Underwritten Lump Sum Settlement Option, in lieu of taking withdrawals of the Guaranteed Lifetime Withdrawal Amount, for those who qualify based on a medical exam, Nationwide will pay the Contract Owner a lump sum based upon the Attained Age, sex, and health of the Contract Owner and joint owner, if applicable. Once Nationwide receives the Contract Owner's election to take the Underwritten Lump Sum Settlement Option, Nationwide will provide the Contract Owner with a medical examination form, which must be completed by a certified physician chosen by the Contract Owner and returned to the Service Center within 30 days. Upon completion of underwriting by Nationwide, the lump sum settlement amount is issued to the Contract Owner. If Nationwide does not receive the completed form within the 30-day period, Nationwide will pay the Contract Owner the amount that would be payable under the Age Based Lump Sum Settlement Option. Such information must be submitted by the Contract Owner to the Service Center on a Nationwide form that is attested to by a certified physician chosen by the Contract Owner.

### **Termination of Guaranteed Lifetime Withdrawals**

Upon annuitization of the contract, the Guaranteed Lifetime Withdrawal Fee will no longer be assessed and all benefits associated with Guaranteed Lifetime Withdrawals will terminate. Additionally, upon the Annuitant's death the benefits associated with the option terminate (unless the Spousal Continuation Option was also elected). Upon electing annuitization, additional purchase payments are no longer permitted.

### **Spousal Continuation Option**

The Spousal Continuation Option allows a surviving spouse to continue to receive, for the duration of his/her lifetime, the benefit associated with the Guaranteed Lifetime Withdrawals. This feature is beneficial in that it provides the security of ensuring that both spouses have access to the Guaranteed Lifetime Withdrawals for the duration of both their lives.

For an additional fee of 0.10% of the Current Guaranteed Lifetime Withdrawal Base, the Contract Owner can elect to add a Spousal Continuation Option (not available for contracts issued as Charitable Remainder Trusts). The fee is assessed annually in the same manner as the Guaranteed Lifetime Withdrawal Fee. Upon annuitization of the contract, the Spousal Continuation Option Fee will no longer be assessed.

The Spousal Continuation Option is available, provided that the following conditions are satisfied:

- (1) The Spousal Continuation Option must be elected at the time of application, and both spouses cannot be older than 85 at that time.
- (2) Once the Spousal Continuation Option is elected, it may not be removed from the contract, except as provided below.
- (3) One or both spouses (or a revocable trust of which either or both of the spouses is/are grantor(s)) must be named as the Contract Owner. For contracts issued as IRAs, Roth IRAs, SEP IRAs and Simple IRAs, only the person for whom the IRA or Roth IRA was established may be named as the Contract Owner.
- (4) Both spouses must be named as beneficiaries. For contracts with non-natural owners, both spouses must be named as Annuitants.



(5) No person other than the spouse may be named as Contract Owner, Annuitant or primary beneficiary, except for IRAs owned by a custodian.

(6) Both spouses must be 59½ before either spouse is eligible to receive Guaranteed Lifetime Withdrawals.

Note: If the contract is annuitized, Guaranteed Lifetime Withdrawals and the Spousal Continuation Option terminate.

The Contract Owner's spouse must be named as the Contingent Annuitant. This will affect the timing and payment of the death benefit. No death benefit will be paid until the death of the Contract Owner and his/her spouse.

If, prior to taking any Guaranteed Lifetime Withdrawals from the contract, the marriage of the Co-Annuitants terminates due to divorce, dissolution, or annulment, the Contract Owner may remove the Spousal Continuation Option from the contract. Nationwide will remove the option and the associated fee upon the Contract Owner's written request and evidence of the marriage termination satisfactory to Nationwide. Once the Spousal Continuation Option is removed from the contract, the option may not be re-elected or added to cover a subsequent spouse.

### ***Risks Associated with the Spousal Continuation Option***

There are situations where a Contract Owner who elects the Spousal Continuation Option will not receive the benefits associated with the option. This will occur if:

- (1) the spouse (the Contingent Annuitant) dies before you;
- (2) the contract is annuitized; or
- (3) withdrawals are taken after the Withdrawal Start Date and the marriage terminates due to divorce, dissolution, or annulment.

Additionally, in the situations described in (1) and (3) above, not only will the Contract Owner not receive the benefits associated with the Spousal Continuation Option, but he/she must continue to pay for the option until annuitization.

## **Ownership and Interests in the Contract**

### **Contract Owner**

Prior to the Annuitization Date, the Contract Owner has all rights under the contract, unless a joint owner is named. If a joint owner is named, each joint owner has all rights under the contract. *Purchasers who name someone other than themselves as the Contract Owner will have no rights under the contract.*

On the Annuitization Date, the Annuitant becomes the Contract Owner, unless the Contract Owner is a Charitable Remainder Trust. If the Contract Owner is a Charitable Remainder Trust, the Charitable Remainder Trust continues to be the Contract Owner after annuitization.

Contract Owners of Non-Qualified Contracts may name a new Contract Owner at any time before the Annuitization Date. Any change of Contract Owner automatically revokes any prior Contract Owner designation. Changes in contract ownership may result in federal income taxation and may be subject to state and federal gift taxes.

### **Joint Owner**

Joint owners each own an undivided interest in the contract.

Non-Qualified Contract Owners can name a joint owner at any time before annuitization. However, joint owners must be spouses at the time joint ownership is requested, unless state law requires Nationwide to allow non-spousal joint owners. Joint ownership is not permitted on contracts owned by a non-natural Contract Owner.

Generally, the exercise of any ownership rights under the contract must be in writing and signed by both joint owners. However, if a written election, signed by both Contract Owners, authorizing Nationwide to allow the exercise of ownership rights independently by either joint owner is submitted, Nationwide will permit joint owners to act independently. If such an authorization is submitted, Nationwide will not be liable for any loss, liability, cost, or expense for acting in accordance with the instructions of either joint owner.

If either joint owner dies before the Annuitization Date, the contract continues with the surviving joint owner as the remaining Contract Owner.

### **Annuitant**

The Annuitant is the person who will receive annuity payments and upon whose continuation of life any annuity payment involving life contingencies depends. This person must be age 85 or younger at the time of contract issuance, unless Nationwide approves a request for an Annuitant of greater age.

Only Non-Qualified Contract Owners may name someone other than himself/herself as the Annuitant. The Contract Owner may not name a new Annuitant without Nationwide's consent.

## **Contingent Annuitant**

If the Annuitant dies before the Annuitization Date, the contingent annuitant becomes the Annuitant. The contingent annuitant must be age 85 or younger at the time of contract issuance, unless Nationwide approves a request for a contingent annuitant of greater age.

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

## **Joint Annuitant**

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

## **Beneficiary and Contingent Beneficiary**

The beneficiary is the person who is entitled to the death benefit if the Annuitant (and contingent annuitant, if applicable) dies before the Annuitization Date and there is no Contingent Annuitant. The Contract Owner can name more than one beneficiary. Multiple beneficiaries will share the death benefit equally, unless otherwise specified.

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

## **Changes to the Parties to the Contract**

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

- Contract Owner (non-naturally owned contracts only);
- joint owner (must be the Contract Owner's spouse);
- beneficiary; or
- contingent beneficiary.

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

Any request to change the Contract Owner must be signed by the existing Contract Owner and the person designated as the new Contract Owner. Nationwide may require a signature guarantee.

If the Contract Owner is not a natural person and there is a change of the Annuitant, distributions will be made as if the Contract Owner died at the time of the change, regardless of whether the Contract Owner named a contingent annuitant.

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

# **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.

### ***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.

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

### ***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. If fees are assessed against the whole Contract Value, Nationwide will deduct a proportionate amount from each Sub-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 fees, which is equal to 0.40% of the Daily Net Assets.

**Note:** The Variable Account fees shown above reflect only those Variable Account charges that are assessed daily as part of the daily Accumulation Unit calculation. It does not reflect the cost of other benefits that assess charges via the redemption of Accumulation Units.

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

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.

## 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.

**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: <ol style="list-style-type: none"> <li>(1) they have been identified as engaging in harmful trading practices; and</li> <li>(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.</li> </ol>
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 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 that is 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 must be submitted in writing to the Service Center and Nationwide may require additional information. When taking a full surrender, the contract must accompany the written 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.

### **Partial Withdrawals**

If a Contract Owner requests a partial withdrawal, Nationwide will redeem Accumulation Units from the Sub-Accounts. 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 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. 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 these fees are subject to the provisions of the contract (may reduce the Guaranteed Lifetime Withdrawal Base) and may be subject to income tax and/or tax penalties. Note: The first withdrawal taken from the contract after the Withdrawal Start Date will lock in the Guaranteed Lifetime Withdrawal Base (see *Guaranteed Lifetime Withdrawals and Spousal Continuation Option*) even if it is taken to pay investment advisory fees.

### **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 fees
- underlying mutual fund fees
- the investment performance of the underlying mutual funds

## **Surrender/Withdrawal After Annuitization**

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



## Assignment

Contracts other than Non-Qualified Contracts may not be assigned, pledged or otherwise transferred except where allowed by law.

A Non-Qualified Contract Owner may assign some or all rights under the contract while the Annuitant is alive, subject to Nationwide's consent. Nationwide is not responsible for the validity or tax consequences of any assignment and Nationwide is not liable for any payment or settlement made before the assignment is recorded. Assignments will not be recorded until Nationwide receives sufficient direction from the Contract Owner and the assignee regarding the proper allocation of contract rights.

Amounts pledged or assigned will be treated as distributions and will be included in gross income to the extent that the cash value exceeds the investment in the contract for the taxable year in which it was pledged or assigned. Amounts assigned may be subject to a tax penalty equal to 10% of the amount included in gross income.

Assignment of the entire Contract Value may cause the portion of the Contract Value exceeding the total investment in the contract and previously taxed amounts to be included in gross income for federal income tax purposes each year that the assignment is in effect.

## Contract Owner Services

### Asset Rebalancing

Asset Rebalancing is the automatic reallocation of Contract Values to the Sub-Accounts on a predetermined percentage basis. 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.

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.

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.

Asset Rebalancing may not be elected if the Contract Owner is using a Static Asset Allocation Model.

### 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 writing to the Service Center.

The withdrawals will be taken from the Sub-Accounts 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.

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

### Custom Portfolio Asset Rebalancing Service

Nationwide makes available the Custom Portfolio Asset Rebalancing Service ("Custom Portfolio") at no extra charge. Custom Portfolio is an asset allocation program that Contract Owners can use to build their own customized portfolio of investments, subject to certain limitations. Asset allocation is the process of investing in different asset classes (such as equity funds, fixed income funds, and money market funds) and may reduce the risk and volatility of investing. There are no guarantees that Custom Portfolio will result in a profit or protect against loss in a declining market.

Each model is comprised of different percentages of standardized asset categories designed to meet different investment goals, risk tolerances, and investment time horizons. The Contract Owner selects their model, then selects the specific Sub-Accounts (also classified according to standardized asset categories) and investment percentages within the model's parameters, enabling the Contract Owner to create their own unique "Custom Portfolio." Only one Custom Portfolio may be created and in effect at a time and the entire Variable Account Contract Value must participate in the model.

**Note:** Contract Owners should consult with a qualified investment advisor regarding the use of Custom Portfolio and to determine which model is appropriate for them.

Once the Contract Owner creates their Custom Portfolio, that Contract Owner's model is static. This means that the percentage allocated to each Sub-Account will not change over time, except for quarterly rebalancing, as described below.

**Note:** Allocation percentages within a particular model may subsequently change, but any such changes will not apply to existing model participants; the changes will only apply to participants that elect the model after the change implementation date.

To participate in Custom Portfolio, eligible Contract Owners must submit the proper administrative form to the Service Center. While Custom Portfolio is elected, Contract Owners cannot participate in Asset Rebalancing.

***Asset Allocation Models Available with Custom Portfolio***

The following models are available with Custom Portfolio:

Conservative:	Designed for Contract Owners that are willing to accept very little risk but still want to see a small amount of growth.
Moderately Conservative:	Designed for Contract Owners that are willing to accept some market volatility in exchange for greater potential income and growth.
Balanced:	Designed for Contract Owners that are willing to accept some market volatility in exchange for potential long-term returns.
Moderate:	Designed for Contract Owners that are willing to accept some short-term price fluctuations in exchange for potential long-term returns.
Capital Appreciation:	Designed for Contract Owners that are willing to accept more short-term price fluctuations in exchange for potential long-term returns.
Moderately Aggressive:	Designed for Contract Owners willing to accept sharp, short-term price fluctuations in exchange for potential long-term returns.

Effective May 1, 2010, the Moderately Aggressive model is no longer available to new investors. Contract Owners invested in this model prior to May 1, 2010, are permitted to make subsequent purchase payments as long there are assets invested in that model. If a Contract Owner transfers out of this model completely, the model will no longer be available for investment going forward.

The specific Sub-Accounts available to comprise the equity and fixed income components of the models are contained in the election form, which is provided to Contract Owners at the time Custom Portfolio is elected. At that time, Contract Owners elect their model and the specific Sub-Accounts and percentages that will comprise their Custom Portfolio. The availability of some models may be restricted (see *Income Benefit Investment Options*).

***Quarterly Rebalancing***

At the end of each calendar quarter, Nationwide will reallocate the Sub-Account allocations so that the percentages allocated to each Sub-Account match the most recently provided percentages provided by the Contract Owner. If the end of a calendar quarter is a Saturday, Sunday, recognized holiday, or any other day that the New York Stock Exchange is closed, the quarterly rebalancing will occur on the next business day. Rebalancing will be priced using the unit value determined on the last Valuation Date of the calendar quarter. Each quarterly rebalancing is considered a transfer event. However, quarterly rebalancing transfers are not subject to short-term trading fees.

***Changing Models or Underlying Mutual Fund Allocations***

Contract Owners may change the underlying mutual fund allocations within their elected model, percentages within their elected model, and/or may change models and create a new Custom Portfolio within that new model. To implement one of these changes, Contract Owners must submit new allocation instructions to the Service Center in writing on Nationwide's administrative form. Any model and percentage changes will be subject to Short-Term Trading Fees and will count as a transfer event, as described in the *Transfer Restrictions* provision.

Nationwide reserves the right to limit the number of model changes a Contract Owner can make each year.



### ***Terminating Participation in Custom Portfolio***

Contract Owners can terminate participation in Custom Portfolio by submitting a written request to the Service Center. In order for the termination to be effective, the termination request must contain valid reallocation instructions. Termination is effective on the date the termination request is received at the Service Center in good order.

### **Static Asset Allocation Models**

For contracts issued before May 1, 2010, the following Static Asset Allocation Models are available: Balanced Option (50% NVIT – NVIT Investor Destinations Moderate Fund: Class II and 50% NVIT – NVIT Investor Destinations Moderately Conservative Fund: Class II) and Capital Appreciation Option (50% NVIT – NVIT Investor Destinations Moderate Fund: Class II and 50% NVIT – NVIT Investor Destinations Moderately Aggressive Fund: Class II). Asset Rebalancing may not be elected if the Contract Owner is using a Static Asset Allocation Model.

A Static Asset Allocation Model is an allocation strategy comprised of two or more underlying mutual funds that together provide a unique allocation mix not available as a single underlying mutual fund. Contract Owners that elect a Static Asset Allocation Model directly own Sub-Account units of the underlying mutual funds that comprise the particular model. In other words, a Static Asset Allocation Model is not a portfolio of underlying mutual funds with one Accumulation Unit value, but rather, direct investment in a certain allocation of Sub-Accounts. There is no additional charge associated with investing in a Static Asset Allocation Model.

A Static Asset Allocation Model is just that: static. The allocations or "split" between one or more Sub-Accounts is not monitored and adjusted to reflect changing market conditions. However, a Contract Owner's investment in a Static Asset Allocation Model is rebalanced quarterly to ensure that the assets are allocated to the percentages in the same proportion that they were allocated at the time of election. The entire Contract Value must be allocated to the elected model.

With respect to transferring into and out of a Static Asset Allocation Model, the model is treated like a Sub-Account and is subject to the *Transfers Prior to Annuitization* provision. The Contract Owner may request to transfer from a model to a permitted Sub-Account. Each transfer into or out of a Static Asset Allocation Model is considered one transfer event.

For additional information about the underlying mutual funds that comprise a Static Asset Allocation Model, see *Appendix A: Underlying Mutual Funds*.

## **Death Benefit**

### **Death of Contract Owner**

If a Contract Owner (including a joint owner) who is not the Annuitant dies before the Annuitization Date, no death benefit is payable and the surviving joint owner becomes the Contract Owner. If there is no surviving joint owner, the beneficiary becomes the Contract Owner. If there is no surviving beneficiary, the last surviving Contract Owner's estate becomes the Contract Owner.

Distributions will be made as described in *Appendix C: Contract Types and Tax Information*.

### **Death of Annuitant**

If the Annuitant who is not a Contract Owner dies before the Annuitization Date, the Contingent Annuitant becomes the Annuitant and no death benefit is payable. If no Contingent Annuitant is named, a death benefit is payable to the beneficiary. Multiple beneficiaries will share the death benefit equally unless otherwise specified. If no beneficiaries survive the Annuitant, the contingent beneficiary receives the death benefit. Multiple contingent beneficiaries will share the death benefit equally unless otherwise specified. If no beneficiaries or contingent beneficiaries survive the Annuitant, the Contract Owner or the last surviving Contract Owner's estate will receive the death benefit.

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

If the Contract Owner is a Charitable Remainder Trust and the Annuitant dies before the Annuitization Date, the death benefit will accrue to the Charitable Remainder Trust. Any designation in conflict with the Charitable Remainder Trust's right to the death benefit will be void.

### **Death of Contract Owner/Annuitant**

If a Contract Owner (including a Joint Owner) who is also the Annuitant dies before the Annuitization Date, a death benefit is payable to the surviving Joint Owner. If there is no surviving Joint Owner, the death benefit is payable to the beneficiary. Multiple beneficiaries will share the death benefit equally unless otherwise specified. If no beneficiaries survive the

Contract Owner/Annuitant, the contingent beneficiary receives the death benefit. Multiple contingent beneficiaries will share the death benefit equally unless otherwise specified. If no contingent beneficiaries survive the Contract Owner/Annuitant, the last surviving Contract Owner's estate will receive the death benefit.

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

## Death Benefit Payment

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

- (1) in a lump sum;
- (2) as an annuity (see *Annuity Payment Options*); or
- (3) in any other manner permitted by law and approved by Nationwide.

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

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

## Death and Spousal Continuation Option

If the Spousal Continuation Option is elected, no death benefit is payable until both spouses die. After the death of the first spouse, the surviving spouse will continue to receive Guaranteed Lifetime Withdrawals until their death or annuitization.

## Death Benefit Calculations

The value of each component of the applicable death benefit calculation will be determined as of the date of the Annuitant's death, except for the Contract Value component, which will be determined as of the date described in the applicable death benefit calculation.

**Nationwide reserves the right to refuse any purchase payment that would result in the cumulative total for all contracts issued by Nationwide on the life of any one Annuitant or owned by any one Contract Owner to exceed \$1,000,000.** If a Contract Owner does not submit purchase payments in excess of \$1,000,000, or if Nationwide has refused to accept purchase payments in excess of \$1,000,000, the references in this provision to purchase payments in excess of \$1,000,000 will not apply.

### ***Return of Premium Death Benefit***

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

- (1) the Contract Value; or
- (2) the total of all purchase payments, less an adjustment for amounts withdrawn.

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

If the Annuitant dies prior to the Annuitization Date and the total of all purchase payments made to the contract is greater than \$3,000,000, the death benefit will be determined using the following formula:

$(A \times F) + B(1 - F)$ , where

A = the greater of:

- (1) the Contract Value; or
- (2) the total of all purchase payments, less an adjustment for amounts withdrawn.

B = the Contract Value; and

F = the ratio of \$3,000,000 to the total of all purchase payments made to the contract.

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

The practical effect of this formula is that, in down markets, the beneficiary recovers a lesser percentage of purchase payments in excess of \$3,000,000 than for purchase payments up to \$3,000,000. In up markets, the formula is less likely to have a negative effect. In no event will the beneficiary receive less than the Contract Value.

## **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 change the Annuity Commencement Date before annuitization. This change must be submitted in writing to the Service Center and approved by Nationwide. The Annuity Commencement Date may not be later than the first day of the first calendar month after the Annuitant's 90th birthday (or the 90th birthday of the oldest Annuitant if there are joint annuitants) unless 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.

An election to begin annuity payments will terminate all benefits, conditions, guarantees, and fees associated with Guaranteed Lifetime Withdrawals.

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

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

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

On the Annuitization Date, the Annuitant becomes the Contract Owner unless the Contract Owner is a Charitable Remainder Trust.

### **Annuitization**

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

- (1) an annuity payment option; and
- (2) either a fixed payment annuity, variable payment annuity, or an available combination.

Actual purchase rates used to determine annuity payments will be those in effect on the Annuitization Date.

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

The Custom Portfolio Asset Rebalancing Service and the Static Asset Allocation Models are not available during 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 Funds*.

### ***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 fees, which is equal to 0.40% of the Daily Net Assets.

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

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

## Frequency and Amount of Annuity Payments

Annuity payments are based on the annuity payment option elected.

If the net amount to be annuitized is less than \$2,000, Nationwide reserves the right to pay this amount in a lump sum instead of periodic annuity payments.

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

## Annuity Payment Options

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

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

**Nationwide reserves the right to refuse any purchase payment that would result in the cumulative total for all contracts issued by Nationwide on the life of any one Annuitant or owned by any one Contract Owner to exceed \$1,000,000.** If a Contract Owner does not submit purchase payments in excess of \$1,000,000, or if Nationwide has refused to accept purchase payments in excess of \$1,000,000, the references in this provision to purchase payments in excess of \$1,000,000 will not apply. If the Contract Owner is permitted to submit purchase payments in excess of \$1,000,000, additional restrictions apply, as follows.

## Annuity Payment Options for Contracts with Total Purchase Payments and Contract Value Annuitized Less Than or Equal to \$2,000,000

If, at the Annuitization Date, the total of all purchase payments made to the contract and the Contract Value annuitized is less than or equal to \$2,000,000, the annuity payment options available are:

- Single Life; 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. 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.



### **Single Life with a 10 or 20 Year Term Certain**

The Single Life with a 10 or 20 Year Term Certain annuity payment option provides that monthly annuity payments will be paid during the Annuitant's lifetime or for the term selected, whichever is longer. The term may be either 10 or 20 years. If the Annuitant dies before the end of the 10 or 20 year term, payments will be paid to the beneficiary for the remainder of the term. No withdrawals other than the scheduled annuity payments are permitted.

### **Any Other Option**

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

### **Annuity Payment Options for Contracts with Total Purchase Payments and/or Contract Value Annuitized Greater Than \$2,000,000**

If, at the Annuitization Date, the total of all purchase payments made to the contract and/or the Contract Value to be annuitized is greater than \$2,000,000, Nationwide may limit the annuity payment option to the longer of:

- (1) a Fixed Life Annuity with a 20 Year Term Certain; or
- (2) a Fixed Life Annuity with a Term Certain to Age 95.

### **Annuitization of Amounts Greater than \$5,000,000**

Additionally, Nationwide may limit the amount that may be annuitized on a single life to \$5,000,000. If the total amount to be annuitized is greater than \$5,000,000 under this contract and/or for all Nationwide issued annuity contracts with the same Annuitant, the Contract Owner must:

- (1) reduce the amount to be annuitized to \$5,000,000 or less by taking a partial withdrawal from the contract;
- (2) reduce the amount to be annuitized to \$5,000,000 or less by exchanging the portion of the Contract Value in excess of \$5,000,000 to another annuity contract; or
- (3) annuitize the portion of the Contract Value in excess of \$5,000,000 under an annuity payment option with a term certain, if available.

## **Statements and Reports**

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

These mailings will contain:

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

Contract Owners can receive information from Nationwide faster and reduce the amount of mail received by signing up for Nationwide's eDelivery program. Nationwide will notify Contract Owners by email when important documents (statements, prospectuses, and other documents) are ready for a Contract Owner to view, print, or download from Nationwide's secure server. To choose this option, go to: [www.nationwide.com/login](http://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. The Company's legal and regulatory matters include proceedings specific to the Company and other proceedings generally applicable to business practices in the industries in which the Company operates. The Company's litigation and regulatory matters are subject to many uncertainties, and given their complexity and scope, their outcomes cannot be predicted. Regulatory proceedings also could affect the outcome of one or more of the Company's litigation matters. Furthermore, it is often not possible to determine the ultimate outcomes of the pending regulatory investigations and legal proceedings or to provide reasonable ranges of potential losses with any degree of certainty. Some matters, including certain of those referred to below, are in very preliminary stages, and the Company does not have sufficient information to make an assessment of the plaintiffs' claims for liability or damages. In some of the cases seeking to be certified as class actions, the court has not yet decided whether a class will be certified or (in the event of certification) the size of the class and class period. In many of the cases, the plaintiffs are seeking undefined amounts of damages or other relief, including punitive damages and equitable remedies, which are difficult to quantify and cannot be defined based on the information currently available. The Company believes, however, that based on currently known information, the ultimate outcome of all pending legal and regulatory matters is not likely to have a material adverse effect on the Company's consolidated financial position. Nonetheless, given the large or indeterminate amounts sought in certain of these matters and the inherent unpredictability of litigation, it is possible that such outcomes could materially affect the Company's consolidated financial position or results of operations in a particular quarter or annual period.

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

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

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



the Coker (Gwin) class action, and dismissed NLIC. The Company has resolved the indemnification claims of ASEA. On February 13, 2013, the Court issued its Order determining the amount of fees due to PEBCO on its indemnification claim. On March 28, 2013, the Company filed a notice of appeal to the Alabama Supreme Court. NRS continues to defend this case vigorously.

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

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

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

## **Nationwide Investment Services Corporation**

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

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## Appendix A: Underlying Mutual Funds

This appendix contains information about the underlying mutual funds in which the Sub-Accounts invest. The underlying mutual funds in which the Sub-Accounts invest are designed primarily as investments for variable annuity contracts and variable life insurance policies issued by insurance companies. There is no guarantee that the investment objectives will be met. Refer to the prospectus for each underlying mutual fund for more detailed information.

### Designations Key:

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.

### AllianceBernstein Variable Products Series Fund, Inc. - AllianceBernstein Small/Mid Cap Value Portfolio: Class B

Investment Advisor: AllianceBernstein L.P.  
Investment Objective: Long-term growth of capital.

### AllianceBernstein Variable Products Series Fund, Inc. - AllianceBernstein VPS Balanced Wealth Strategy Portfolio: Class B

Investment Advisor: AllianceBernstein L.P.  
Investment Objective: The fund seeks to maximize total return consistent with the Adviser's determination of reasonable risk.

### American Century Variable Portfolios II, Inc. - American Century VP Inflation Protection Fund: Class II

Investment Advisor: American Century Investment Management, Inc.  
Investment Objective: Long-term total return using a strategy that seeks to protect against U.S. inflation.

### American Century Variable Portfolios, Inc. - American Century VP Mid Cap Value Fund: Class II

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

### Delaware VIP Trust - Delaware VIP Small Cap Value Series: Service Class

Investment Advisor: Delaware Management Company, Inc.  
Investment Objective: The fund seeks capital appreciation.

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

*This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2013*

Investment Advisor: The Dreyfus Corporation  
Investment Objective: To match performance of the S&P SmallCap 600 Index®.

### Dreyfus Stock Index Fund, Inc.: Service Shares

*This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2013*

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

### Dreyfus Variable Investment Fund - Appreciation Portfolio: Service Shares

Investment Advisor: The Dreyfus Corporation  
Sub-advisor: Fayez Sarofim & Co.  
Investment Objective: Long-term capital growth consistent with the preservation of capital.

### Fidelity Variable Insurance Products Fund - VIP Equity-Income Portfolio: Service Class 2

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

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

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

**Fidelity Variable Insurance Products Fund - VIP Investment Grade Bond Portfolio: Service Class 2**

Investment Advisor: Fidelity Management & Research Company  
Sub-advisor: Fidelity Investments Money Management, Inc., Fidelity Research & Analysis Company, Fidelity International Investment Advisors, Fidelity International Investment Advisors (U.K.) Limited  
Investment Objective: High level of current income.

**Fidelity Variable Insurance Products Fund - VIP Mid Cap Portfolio: Service Class 2**

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

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

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.  
Designation: STTF

**Franklin Templeton Variable Insurance Products Trust - Franklin Small Cap Value Securities Fund: Class 2**

*This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2013*

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

**Franklin Templeton Variable Insurance Products Trust - Templeton Foreign Securities Fund: Class 3**

*This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2009*

Investment Advisor: Templeton Investment Counsel, LLC  
Investment Objective: Long-term capital growth.  
Designation: STTF

**Huntington VA Funds - Huntington VA International Equity Fund**

Investment Advisor: Huntington Asset Advisors, Inc.  
Investment Objective: Seeks total return on its assets.

**Huntington VA Funds - Huntington VA Situs Fund**

Investment Advisor: Huntington Asset Advisors, Inc.  
Investment Objective: Seeks long-term capital appreciation.

**Invesco - Invesco V.I. Mid Cap Core Equity Fund: Series II**

Investment Advisor: Invesco Advisers, Inc.  
Investment Objective: Long-term growth of capital.

**Invesco - Invesco V.I. Mid Cap Growth Fund: Series II Shares (formerly, Invesco - Invesco Van Kampen V.I. Mid Cap Growth Fund: Series II)**

*This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2012*

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

**Ivy Funds Variable Insurance Portfolios - Mid Cap Growth**

Investment Advisor: Waddell & Reed Investment Management Company  
Investment Objective: Seeks to provide growth of investment.

**Ivy Funds Variable Insurance Portfolios - Pathfinder Conservative**

Investment Advisor: Waddell & Reed Investment Management Company  
Investment Objective: Seeks a high level of total return consistent with a conservative level of risk.  
Designation: FF

**Ivy Funds Variable Insurance Portfolios - Pathfinder Moderate**

Investment Advisor: Waddell & Reed Investment Management Company  
Investment Objective: The fund seeks a high level of total return consistent with a moderate level of risk.  
Designation: FF

**Ivy Funds Variable Insurance Portfolios - Pathfinder Moderately Aggressive**

Investment Advisor: Waddell & Reed Investment Management Company  
Investment Objective: The fund seeks growth of capital, but also seeks income consistent with a moderately aggressive level of risk.  
Designation: FF

**Ivy Funds Variable Insurance Portfolios - Pathfinder Moderately Conservative**

Investment Advisor: Waddell & Reed Investment Management Company  
Investment Objective: The fund seeks a high level of total return consistent with a moderately conservative level of risk.  
Designation: FF

**Janus Aspen Series - Forty Portfolio: Service Shares**

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

**MFS® Variable Insurance Trust - MFS New Discovery Series: Service Class**

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

**MFS® Variable Insurance Trust - MFS Value Series: Service Class**

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

**MFS® Variable Insurance Trust II - MFS International Value Portfolio: Service Class**

Investment Advisor: Massachusetts Financial Services Company  
Investment Objective: The fund's investment objective is to seek capital appreciation. MFS normally invests the fund's assets primarily in foreign equity securities, including emerging market equity securities.

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

Investment Advisor: Nationwide Fund Advisors  
Sub-advisor: American Century Investment Management, Inc.  
Investment Objective: Seeks long-term capital appreciation.

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

Investment Advisor: Nationwide Fund Advisors  
Sub-advisor: American Century Investment Management, Inc.  
Investment Objective: The Fund seeks capital appreciation, and secondarily current income.

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

Investment Advisor: Capital Research and Management Company  
Investment Objective: The fund seeks to provide high total return (including income and capital gains) consistent with the preservation of capital over the long term.

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

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

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

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

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

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

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

Investment Advisor: Capital Research and Management Company  
Investment Objective: The fund seeks returns from both capital gains as well as income generated by dividends paid by stock issuers.

**Nationwide Variable Insurance Trust - Invesco NVIT Comstock Value Fund: Class II (formerly, Nationwide Variable Insurance Trust - Van Kampen NVIT Comstock Value Fund: Class II)**

Investment Advisor: Nationwide Fund Advisors  
Sub-advisor: Invesco Advisers, Inc.  
Investment Objective: The Fund's investment objective is to seek capital growth and income through investments in equity securities, including common stocks, preferred stocks, and convertible securities.

**Nationwide Variable Insurance Trust - Neuberger Berman NVIT Multi Cap Opportunities Fund: Class II**

*This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2013*

Investment Advisor: Nationwide Fund Advisors  
Sub-advisor: Neuberger Berman Management LLC  
Investment Objective: The fund seeks long-term capital growth.

**Nationwide Variable Insurance Trust - Neuberger Berman NVIT Socially Responsible Fund: Class II**

Investment Advisor: Nationwide Fund Advisors  
Sub-advisor: Neuberger Berman Management LLC  
Investment Objective: The Fund seeks long-term total return by investing primarily in securities of companies that meet the fund's financial criteria and social policy.

**Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Balanced Fund: Class II**

Investment Advisor: Nationwide Fund Advisors  
Investment Objective: The Fund seeks a high level of total return through investment in both equity and fixed income securities.

Designation: FF

**Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Capital Appreciation Fund: Class II**

Investment Advisor: Nationwide Fund Advisors  
Investment Objective: The Fund seeks growth of capital, but also seeks income consistent with a less aggressive level of risk as compared to other Cardinal Funds.

Designation: FF

**Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Moderate Fund: Class II**

Investment Advisor: Nationwide Fund Advisors  
Investment Objective: The Fund seeks a high level of total return consistent with a moderate level of risk as compared to other Cardinal Funds.

Designation: FF

**Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Moderately Aggressive Fund: Class II**

*This underlying mutual fund is only available in contracts for which good order applications were received before December 1, 2009*

Investment Advisor: Nationwide Fund Advisors  
Investment Objective: The Fund seeks growth of capital, but also seeks income consistent with a moderately aggressive level of risk as compared to other Cardinal Funds.

Designation: FF

**Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Moderately Conservative Fund: Class II**

Investment Advisor: Nationwide Fund Advisors  
Investment Objective: The fund seeks a high level of total return consistent with a moderately conservative level of risk.

Designation: FF

**Nationwide Variable Insurance Trust - NVIT Core Bond Fund: Class II**

Investment Advisor: Nationwide Fund Advisors  
Sub-advisor: Nationwide Asset Management, LLC  
Investment Objective: The Fund seeks a high level of current income consistent with preserving capital.

**Nationwide Variable Insurance Trust - NVIT Core Plus Bond Fund: Class II**

Investment Advisor: Nationwide Fund Advisors  
Sub-advisor: Neuberger Berman Fixed Income LLC  
Investment Objective: The Fund seeks long-term total return consistent with reasonable risk.

**Nationwide Variable Insurance Trust - NVIT Government Bond Fund: Class I**

Investment Advisor: Nationwide Fund Advisors  
Sub-advisor: Nationwide Asset Management, LLC  
Investment Objective: The fund seeks as high level of income as is consistent with the preserving of capital.



**Nationwide Variable Insurance Trust - NVIT International Equity Fund: Class VI**

Investment Advisor: Nationwide Fund Advisors  
Sub-advisor: Invesco Advisers, Inc.  
Investment Objective: The Fund seeks long-term capital growth by investing primarily in equity securities of companies in Europe, Australasia, the Far East and other regions, including developing countries.

Designation: STTF

**Nationwide Variable Insurance Trust - NVIT International Index Fund: Class VIII**

Investment Advisor: Nationwide Fund Advisors  
Sub-advisor: BlackRock Investment Management, LLC  
Investment Objective: The Fund seeks to match the performance of the MSCI, Inc. Europe, Australasia and Far East Index ("MSCI EAFE»Index") as closely as possible before the deduction of Fund expenses.

Designation: STTF

**Nationwide Variable Insurance Trust - NVIT Investor Destinations Balanced Fund: Class II**

Investment Advisor: Nationwide Fund Advisors  
Investment Objective: The NVIT Investor Destinations Balanced Fund seeks a high level of total return through investment in both equity and fixed-income securities.

Designation: FF

**Nationwide Variable Insurance Trust - NVIT Investor Destinations Capital Appreciation Fund: Class II**

Investment Advisor: Nationwide Fund Advisors  
Investment Objective: The NVIT Investor Destinations Capital Appreciation Fund seeks growth of capital, but also seeks income consistent with a less aggressive level of risk as compared to other NVIT Investor Destinations Funds.

Designation: FF

**Nationwide Variable Insurance Trust - NVIT Investor Destinations 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**

*This underlying mutual fund is only available in contracts for which good order applications were received before December 1, 2009*

Investment Advisor: Nationwide Fund Advisors  
Investment Objective: The NVIT Investor Destinations Moderately Aggressive Fund seeks growth of capital, but also seeks income consistent with a moderately aggressive level of risk as compared to other Investor Destinations Funds.

Designation: FF

**Nationwide Variable Insurance Trust - NVIT Investor Destinations Moderately Conservative Fund: Class II**

Investment Advisor: Nationwide Fund Advisors  
Investment Objective: The NVIT Investor Destinations Moderately Conservative Fund seeks a high level of total return consistent with a moderately conservative level of risk.

Designation: FF

**Nationwide Variable Insurance Trust - NVIT Large Cap Growth Fund: Class II**

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

**Nationwide Variable Insurance Trust - NVIT Mid Cap Index Fund: Class I**

Investment Advisor: Nationwide Fund Advisors  
Sub-advisor: BlackRock Investment Management, LLC  
Investment Objective: The Fund seeks capital appreciation.

**Nationwide Variable Insurance Trust - NVIT Money Market Fund: Class I**

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



**Nationwide Variable Insurance Trust - NVIT Multi Sector Bond Fund: Class I**

Investment Advisor: Nationwide Fund Advisors  
Sub-advisor: Logan Circle Partners, L.P.  
Investment Objective: The Fund seeks to provide above average total return over a market cycle of three to five years.

**Nationwide Variable Insurance Trust - NVIT Multi-Manager International Growth Fund: Class VI**

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.  
Designation: STTF

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

Investment Advisor: Nationwide Fund Advisors  
Sub-advisor: AllianceBernstein L.P.; JPMorgan Investment Management, Inc.  
Investment Objective: The Fund seeks long-term capital appreciation.  
Designation: STTF

**Nationwide Variable Insurance Trust - NVIT Multi-Manager Large Cap Growth Fund: Class II**

Investment Advisor: Nationwide Fund Advisors  
Sub-advisor: Winslow Capital Management, Inc.; Neuberger Berman Management Inc. and Wells Capital Management, Inc.;  
Investment Objective: The fund seeks long-term capital growth.

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

Investment Advisor: Nationwide Fund Advisors  
Sub-advisor: Goldman Sachs Asset Management, L.P.; Wellington Management Company, LLP; The Boston Company Asset Management, LLC  
Investment Objective: The fund seeks long-term capital growth.

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

Investment Advisor: Nationwide Fund Advisors  
Sub-advisor: Neuberger Berman Management LLC; Wells Capital Management, Inc.  
Investment Objective: The fund seeks long-term capital growth.

**Nationwide Variable Insurance Trust - NVIT Multi-Manager Mid Cap Value Fund: Class II**

Investment Advisor: Nationwide Fund Advisors  
Sub-advisor: American Century Investment Management, Inc.; Columbia Management Investment Advisers, LLC; Thompson, Siegel & Walmsley LLC  
Investment Objective: The fund seeks long-term capital appreciation.

**Nationwide Variable Insurance Trust - NVIT Multi-Manager Small Cap Growth Fund: Class II**

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

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

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

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

Investment Advisor: Nationwide Fund Advisors  
Sub-advisor: Aberdeen Asset Management, Inc.; Morgan Stanley Investment Management; Neuberger Berman Management, Inc.; Putnam Investment Management, LLC; and Waddell & Reed Investment Management Company  
Investment Objective: The Fund seeks capital appreciation.

**Nationwide Variable Insurance Trust - NVIT Nationwide Fund: Class II**

Investment Advisor: Nationwide Fund Advisors  
Sub-advisor: Aberdeen Asset Management, Inc. and Diamond Hill Capital Management, Inc.  
Investment Objective: The Fund seeks total return through a flexible combination of capital appreciation and current income.

**Nationwide Variable Insurance Trust - NVIT S&P 500® Index Fund: Class II**

Investment Advisor: Nationwide Fund Advisors  
Sub-advisor: BlackRock Investment Management, LLC  
Investment Objective: Long-term capital appreciation.

**Nationwide Variable Insurance Trust - NVIT Short Term Bond Fund: Class II**

Investment Advisor: Nationwide Fund Advisors  
Sub-advisor: Nationwide Asset Management, LLC  
Investment Objective: The Fund seeks to provide a high level of current income while preserving capital and minimizing fluctuations in share value.

**Nationwide Variable Insurance Trust - NVIT Small Cap Index Fund: Class II**

Investment Advisor: Nationwide Fund Advisors  
Sub-advisor: BlackRock Investment Management, LLC  
Investment Objective: The Fund seeks to match the performance of the Russell 2000® Index.

**Nationwide Variable Insurance Trust - Templeton NVIT International Value Fund: Class III**

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.

Designation: STTF

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

*This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2012*

Investment Advisor: Neuberger Berman Management LLC  
Sub-advisor: Neuberger Berman Fixed Income LLC  
Investment Objective: Highest available current income consistent with liquidity and low risk to principal; total return is a secondary goal.

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

Investment Advisor: OppenheimerFunds, Inc.  
Investment Objective: High total return which includes growth in the value of its shares as well as current income from equity and debt securities.

**Oppenheimer Variable Account Funds - Oppenheimer Main Street Small Cap Fund®/VA: Service Shares (formerly, Oppenheimer Variable Account Funds - Oppenheimer Main Street Small- & Mid-Cap Fund®/VA: Service Shares)**

Investment Advisor: OppenheimerFunds, Inc.  
Investment Objective: Capital appreciation.

**PIMCO Variable Insurance Trust - Low Duration Portfolio: Advisor Class**

Investment Advisor: Pacific Investment Management Company LLC  
Investment Objective: Seeks maximum total return, consistent with preservation of capital and prudent investment management.

**PIMCO Variable Insurance Trust - Total Return Portfolio: Advisor Class**

Investment Advisor: Pacific Investment Management Company LLC  
Investment Objective: The fund seeks maximum total return, consistent with preservation of capital and prudent investment management.

**The Universal Institutional Funds, Inc. - Core Plus Fixed Income Portfolio: Class II**

*This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2009*

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

**Wells Fargo Advantage Variable Trust - Wells Fargo Advantage VT Small Cap Growth Fund: Class 2**

Investment Advisor: Wells Fargo Funds Management, LLC  
Sub-advisor: Wells Capital Management Inc.  
Investment Objective: 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, 2012. 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.

The following Sub-Accounts were added to the Variable Account after December 31, 2012; therefore, no Condensed Financial Information is available:

- Delaware Variable Insurance Product Trust - Delaware VIP Small Cap Value Series: Service Class
- Nationwide Variable Insurance Trust - NVIT S&P 500 Index Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Small Cap Index Fund: Class II

### Variable account charges of the daily net assets of the variable account - 0.40%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
<b>AllianceBernstein Variable Products Series Fund, Inc. - AllianceBernstein Small/Mid Cap Value Portfolio: Class B - Q/NQ</b>				
2012.....	10.684339	12.606896	17.99%	4,572
2011.....	11.739254	10.684339	-8.99%	839
2010.....	9.310765	11.739254	26.08%	13
2009.....	6.552848	9.310765	42.09%	15
<b>AllianceBernstein Variable Products Series Fund, Inc. - AllianceBernstein VPS Balanced Wealth Strategy Portfolio: Class B - Q/NQ</b>				
2012.....	9.138633	10.319435	12.92%	18,205
2011*.....	10.000000	9.138633	-8.61%	4,833
<b>American Century Variable Portfolios II, Inc. - American Century VP Inflation Protection Fund: Class II - Q/NQ</b>				
2012.....	12.538201	13.410263	6.96%	16,900
2011.....	11.265352	12.538201	11.30%	8,313
2010.....	10.759790	11.265352	4.70%	2,635
2009.....	9.801769	10.759790	9.77%	18
<b>American Century Variable Portfolios, Inc. - American Century VP Mid Cap Value Fund: Class II - Q/NQ</b>				
2012.....	11.871927	13.743112	15.76%	11,281
2011.....	12.020820	11.871927	-1.24%	1,904
2010.....	10.144105	12.020820	18.50%	0
2009.....	7.846445	10.144105	29.28%	0
<b>Dreyfus Investment Portfolios - Small Cap Stock Index Portfolio: Service Shares - Q/NQ</b>				
2012.....	11.375489	13.113371	15.28%	7,667
2011.....	11.357152	11.375489	0.16%	2,628
2010.....	9.062261	11.357152	25.32%	434
2009.....	7.277357	9.062261	24.53%	5
<b>Dreyfus Stock Index Fund, Inc.: Service Shares - Q/NQ</b>				
2012.....	9.412062	10.824929	15.01%	9,179
2011.....	9.299115	9.412062	1.21%	7,561
2010.....	8.151512	9.299115	14.08%	2,751
2009.....	6.493125	8.151512	25.54%	0
<b>Dreyfus Variable Investment Fund - Appreciation Portfolio: Service Shares - Q/NQ</b>				
2012.....	10.915839	11.974230	9.70%	13,399
2011.....	10.078812	10.915839	8.30%	5,177
2010.....	8.795994	10.078812	14.58%	0
2009.....	7.225235	8.795994	21.74%	0

Variable account charges of the daily net assets of the variable account - 0.40%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
<b>Fidelity Variable Insurance Products Fund - VIP Equity-Income Portfolio: Service Class 2 - Q/NQ</b>				
2012.....	8.822366	10.285608	16.59%	20,418
2011.....	8.800081	8.822366	0.25%	3,606
2010.....	7.688515	8.800081	14.46%	0
2009.....	5.943289	7.688515	29.36%	0
<b>Fidelity Variable Insurance Products Fund - VIP Growth Portfolio: Service Class 2 - Q/NQ</b>				
2012.....	8.547780	9.739650	13.94%	23,465
2011.....	8.584832	8.547780	-0.43%	2,022
2010.....	6.958825	8.584832	23.37%	0
2009.....	5.459903	6.958825	27.45%	0
<b>Fidelity Variable Insurance Products Fund - VIP Investment Grade Bond Portfolio: Service Class 2 - Q/NQ</b>				
2012.....	12.518699	13.167219	5.18%	10,854
2011.....	11.742751	12.518699	6.61%	8,071
2010.....	10.962495	11.742751	7.12%	0
2009.....	9.532040	10.962495	15.01%	0
<b>Fidelity Variable Insurance Products Fund - VIP Mid Cap Portfolio: Service Class 2 - Q/NQ</b>				
2012.....	9.806764	11.189834	14.10%	22,665
2011.....	11.044671	9.806764	-11.21%	5,550
2010.....	8.624820	11.044671	28.06%	0
2009.....	6.196323	8.624820	39.19%	0
<b>Fidelity Variable Insurance Products Fund - VIP Overseas Portfolio: Service Class 2R - Q/NQ</b>				
2012.....	6.695625	8.032533	19.97%	9,798
2011.....	8.137473	6.695625	-17.72%	2,558
2010.....	7.241418	8.137473	12.37%	0
2009.....	5.761077	7.241418	25.70%	0
<b>Franklin Templeton Variable Insurance Products Trust - Franklin Small Cap Value Securities Fund: Class 2 - Q/NQ</b>				
2012.....	11.200965	13.207399	17.91%	4,773
2011.....	11.685225	11.200965	-4.14%	1,203
2010.....	9.149870	11.685225	27.71%	0
2009.....	7.112748	9.149870	28.64%	0
<b>Franklin Templeton Variable Insurance Products Trust - Templeton Foreign Securities Fund: Class 3 - Q/NQ</b>				
2012.....	7.987212	9.411242	17.83%	0
2011.....	8.977918	7.987212	-11.03%	0
2010.....	8.314968	8.977918	7.97%	0
2009.....	6.084940	8.314968	36.65%	0
<b>Huntington VA Funds - Huntington VA International Equity Fund - Q/NQ</b>				
2012.....	9.099445	10.334981	13.58%	1,688
2011.....	10.329144	9.099445	-11.91%	1,407
2010*.....	10.000000	10.329144	3.29%	0
<b>Huntington VA Funds - Huntington VA Situs Fund - Q/NQ</b>				
2012.....	11.158064	13.627873	22.13%	1,066
2011.....	11.305776	11.158064	-1.31%	0
2010*.....	10.000000	11.305776	13.06%	0

**Variable account charges of the daily net assets of the variable account - 0.40%**

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
<b>Invesco - Invesco V.I. Mid Cap Core Equity Fund: Series II - Q/NQ</b>				
2012*.....	10.000000	10.019157	0.19%	2,389
<b>Invesco - Invesco V.I. Mid Cap Growth Fund: Series II Shares - Q/NQ</b>				
2012*.....	10.000000	9.800500	-2.00%	0
<b>Ivy Funds Variable Insurance Portfolios - Mid Cap Growth - Q/NQ</b>				
2012*.....	10.000000	10.129163	1.29%	7,727
<b>Ivy Funds Variable Insurance Portfolios - Pathfinder Conservative - Q/NQ</b>				
2012.....	10.902839	11.613831	6.52%	199,019
2011.....	10.864999	10.902839	0.35%	92,333
2010.....	9.973397	10.864999	8.94%	0
2009*.....	10.000000	9.973397	-0.27%	0
<b>Ivy Funds Variable Insurance Portfolios - Pathfinder Moderate - Q/NQ</b>				
2012.....	11.025125	12.027520	9.09%	1,406,121
2011.....	11.233256	11.025125	-1.85%	424,157
2010.....	10.013710	11.233256	12.18%	2,491
2009*.....	10.000000	10.013710	0.14%	0
<b>Ivy Funds Variable Insurance Portfolios - Pathfinder Moderately Aggressive - Q/NQ</b>				
2012.....	11.057272	12.204008	10.37%	2,235,029
2011.....	11.446933	11.057272	-3.40%	1,230,558
2010.....	10.040771	11.446933	14.00%	0
2009*.....	10.000000	10.040771	0.41%	0
<b>Ivy Funds Variable Insurance Portfolios - Pathfinder Moderately Conservative - Q/NQ</b>				
2012.....	10.995460	11.872487	7.98%	449,607
2011.....	11.039709	10.995460	-0.40%	148,360
2010.....	9.988365	11.039709	10.53%	0
2009*.....	10.000000	9.988365	-0.12%	0
<b>Janus Aspen Series - Forty Portfolio: Service Shares - Q/NQ</b>				
2012.....	8.244985	10.171128	23.36%	16,567
2011.....	8.895518	8.244985	-7.31%	8,925
2010.....	8.387774	8.895518	6.05%	1,968
2009.....	5.767532	8.387774	45.43%	18
<b>MFS® Variable Insurance Trust - MFS New Discovery Series: Service Class - Q/NQ</b>				
2012*.....	10.000000	10.290103	2.90%	1,897
<b>MFS® Variable Insurance Trust - MFS Value Series: Service Class - Q/NQ</b>				
2012.....	9.279110	10.709736	15.42%	41,848
2011.....	9.359951	9.279110	-0.86%	6,080
2010.....	8.449800	9.359951	10.77%	0
2009.....	6.928269	8.449800	21.96%	0

**Variable account charges of the daily net assets of the variable account - 0.40%**

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
<b>MFS® Variable Insurance Trust II - MFS International Value Portfolio: Service Class - Q/NQ</b>				
2012.....	10.579968	12.216316	15.47%	26,929
2011.....	10.814541	10.579968	-2.17%	4,077
2010*.....	10.000000	10.814541	8.15%	0
<b>Nationwide Variable Insurance Trust - American Century NVIT Growth Fund: Class II - Q/NQ</b>				
2012.....	9.134840	10.351966	13.32%	7,920
2011*.....	10.000000	9.134840	-8.65%	151
<b>Nationwide Variable Insurance Trust - American Century NVIT Multi Cap Value Fund: Class II - Q/NQ</b>				
2012.....	14.119676	16.094570	13.99%	7,101
2011.....	14.107615	14.119676	0.09%	1,027
2010.....	12.517986	14.107615	12.70%	0
2009*.....	10.000000	12.517986	25.18%	0
<b>Nationwide Variable Insurance Trust - American Funds NVIT Asset Allocation Fund: Class II - Q/NQ</b>				
2012.....	13.544432	15.610287	15.25%	127,541
2011.....	13.473541	13.544432	0.53%	0
<b>Nationwide Variable Insurance Trust - American Funds NVIT Bond Fund: Class II - Q/NQ</b>				
2012.....	11.107303	11.612227	4.55%	4,632
2011.....	10.548071	11.107303	5.30%	0
2010.....	9.991912	10.548071	5.57%	0
2009.....	8.945252	9.991912	11.70%	0
<b>Nationwide Variable Insurance Trust - American Funds NVIT Global Growth Fund: Class II - Q/NQ</b>				
2012.....	8.821183	10.726280	21.60%	19,509
2011.....	9.765620	8.821183	-9.67%	2,440
2010.....	8.809355	9.765620	10.86%	648
2009.....	6.246141	8.809355	41.04%	0
<b>Nationwide Variable Insurance Trust - American Funds NVIT Growth Fund: Class II - Q/NQ</b>				
2012.....	8.854693	10.353861	16.93%	10,646
2011.....	9.327462	8.854693	-5.07%	2,372
2010.....	7.923399	9.327462	17.72%	0
2009.....	5.732172	7.923399	38.23%	0
<b>Nationwide Variable Insurance Trust - American Funds NVIT Growth-Income Fund: Class II - Q/NQ</b>				
2012.....	8.965915	10.453661	16.59%	7,694
2011.....	9.207694	8.965915	-2.63%	4,124
2010.....	8.330404	9.207694	10.53%	0
2009.....	6.399756	8.330404	30.17%	0
<b>Nationwide Variable Insurance Trust - Invesco NVIT Comstock Value Fund: Class II - Q/NQ</b>				
2012.....	9.272380	10.913311	17.70%	0
2011.....	9.553056	9.272380	-2.94%	0
2010.....	8.308183	9.553056	14.98%	0
2009.....	6.503205	8.308183	27.76%	0



Variable account charges of the daily net assets of the variable account - 0.40%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
<b>Nationwide Variable Insurance Trust - Neuberger Berman NVIT Multi Cap Opportunities Fund: Class II - Q/NQ</b>				
2012.....	7.843282	9.126973	16.37%	6,318
2011.....	8.913637	7.843282	-12.01%	434
2010.....	7.756104	8.913637	14.92%	0
2009.....	5.090945	7.756104	52.35%	0
<b>Nationwide Variable Insurance Trust - Neuberger Berman NVIT Socially Responsible Fund: Class II - Q/NQ</b>				
2012.....	10.023641	11.119915	10.94%	1,248
2011.....	10.403539	10.023641	-3.65%	1,335
2010.....	8.453559	10.403539	23.07%	0
2009.....	6.465673	8.453559	30.75%	0
<b>Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Balanced Fund: Class II - Q/NQ</b>				
2012.....	10.813816	11.961763	10.62%	6,032
2011.....	11.005193	10.813816	-1.74%	958
2010.....	10.007994	11.005193	9.96%	23,290
2009.....	8.386012	10.007994	19.34%	0
<b>Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Capital Appreciation Fund: Class II - Q/NQ</b>				
2012.....	10.369177	11.736560	13.19%	53,221
2011.....	10.782478	10.369177	-3.83%	26,642
2010.....	9.632434	10.782478	11.94%	0
2009.....	7.789006	9.632434	23.67%	0
<b>Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Moderate Fund: Class II - Q/NQ</b>				
2012.....	10.589634	11.851853	11.92%	92,513
2011.....	10.886013	10.589634	-2.72%	59,701
2010.....	9.813855	10.886013	10.92%	0
2009.....	8.079953	9.813855	21.46%	0
<b>Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Moderately Aggressive Fund: Class II - Q/NQ</b>				
2012.....	10.111601	11.540010	14.13%	0
2011.....	10.649614	10.111601	-5.05%	0
2010.....	9.436332	10.649614	12.86%	0
2009.....	7.484873	9.436332	26.07%	0
<b>Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Moderately Conservative Fund: Class II - Q/NQ</b>				
2012.....	10.995396	12.051242	9.60%	25,193
2011.....	11.069415	10.995396	-0.67%	2,658
2010.....	10.193088	11.069415	8.60%	0
2009.....	8.696480	10.193088	17.21%	0
<b>Nationwide Variable Insurance Trust - NVIT Core Bond Fund: Class II - Q/NQ</b>				
2012.....	12.235834	13.098691	7.05%	2,396
2011.....	11.563523	12.235834	5.81%	2,118
2010.....	10.873001	11.563523	6.35%	18
2009.....	10.053037	10.873001	8.16%	17

Variable account charges of the daily net assets of the variable account - 0.40%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
<b>Nationwide Variable Insurance Trust - NVIT Core Plus Bond Fund: Class II - Q/NQ</b>				
2012.....	13.334350	14.226213	6.69%	702
2011.....	12.624343	13.334350	5.62%	211
2010.....	11.723797	12.624343	7.68%	0
2009.....	10.109325	11.723797	15.97%	0
<b>Nationwide Variable Insurance Trust - NVIT Government Bond Fund: Class I - Q/NQ</b>				
2012.....	12.150645	12.471873	2.64%	3,054
2011.....	11.374148	12.150645	6.83%	2,215
2010.....	10.898688	11.374148	4.36%	1,294
2009.....	10.656005	10.898688	2.28%	0
<b>Nationwide Variable Insurance Trust - NVIT International Equity Fund: Class VI - Q/NQ</b>				
2012.....	7.419518	8.514946	14.76%	3,800
2011.....	8.276891	7.419518	-10.36%	1,888
2010.....	7.353938	8.276891	12.55%	7
2009.....	5.703663	7.353938	28.93%	8
<b>Nationwide Variable Insurance Trust - NVIT International Index Fund: Class VIII - Q/NQ</b>				
2012.....	6.939299	8.170185	17.74%	0
2011.....	7.994262	6.939299	-13.20%	0
2010.....	7.473464	7.994262	6.97%	0
2009.....	5.834288	7.473464	28.10%	0
<b>Nationwide Variable Insurance Trust - NVIT Investor Destinations Balanced Fund: Class II - Q/NQ</b>				
2012.....	12.758707	13.900300	8.95%	58,891
2011.....	12.697534	12.758707	0.48%	1,974
2010.....	11.609182	12.697534	9.37%	0
2009*.....	10.000000	11.609182	16.09%	0
<b>Nationwide Variable Insurance Trust - NVIT Investor Destinations Capital Appreciation Fund: Class II - Q/NQ</b>				
2012.....	13.400882	14.982175	11.80%	59,212
2011.....	13.581673	13.400882	-1.33%	1,087
2010.....	12.171900	13.581673	11.58%	0
2009*.....	10.000000	12.171900	21.72%	0
<b>Nationwide Variable Insurance Trust - NVIT Investor Destinations Moderate Fund: Class II - Q/NQ</b>				
2012.....	10.141950	11.193433	10.37%	82,597
2011.....	10.186718	10.141950	-0.44%	52,854
2010.....	9.221268	10.186718	10.47%	116,386
2009.....	7.771245	9.221268	18.66%	0
<b>Nationwide Variable Insurance Trust - NVIT Investor Destinations Moderately Aggressive Fund: Class II - Q/NQ</b>				
2012.....	9.453585	10.711286	13.30%	0
2011.....	9.697699	9.453585	-2.52%	0
2010.....	8.629178	9.697699	12.38%	0
2009.....	6.964921	8.629178	23.89%	0

Variable account charges of the daily net assets of the variable account - 0.40%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
<b>Nationwide Variable Insurance Trust - NVIT Investor Destinations Moderately Conservative Fund: Class II - Q/NQ</b>				
2012.....	10.745392	11.562766	7.61%	66,841
2011.....	10.570479	10.745392	1.65%	59,821
2010.....	9.780032	10.570479	8.08%	3,116
2009.....	8.571229	9.780032	14.10%	0
<b>Nationwide Variable Insurance Trust - NVIT Large Cap Growth Fund: Class II - Q/NQ</b>				
2012.....	13.648765	16.098275	17.95%	504
2011.....	14.054117	13.648765	-2.88%	0
2010.....	13.003118	14.054117	8.08%	0
2009*.....	10.000000	13.003118	30.03%	0
<b>Nationwide Variable Insurance Trust - NVIT Mid Cap Index Fund: Class I - Q/NQ</b>				
2012.....	11.041177	12.918390	17.00%	7,830
2011.....	11.374806	11.041177	-2.93%	5,119
2010.....	9.049413	11.374806	25.70%	1,414
2009.....	6.643785	9.049413	36.21%	0
<b>Nationwide Variable Insurance Trust - NVIT Money Market Fund: Class I - Q/NQ</b>				
2012.....	10.047396	10.007060	-0.40%	33,955
2011.....	10.087635	10.047396	-0.40%	6,942
2010.....	10.128138	10.087635	-0.40%	1,200
2009.....	10.164548	10.128138	-0.36%	10
<b>Nationwide Variable Insurance Trust - NVIT Multi Sector Bond Fund: Class I - Q/NQ</b>				
2012.....	11.722046	13.105196	11.80%	15,791
2011.....	11.150442	11.722046	5.13%	4,208
2010.....	10.123423	11.150442	10.14%	0
2009.....	8.171848	10.123423	23.88%	0
<b>Nationwide Variable Insurance Trust - NVIT Multi-Manager International Growth Fund: Class VI - Q/NQ</b>				
2012.....	8.986329	10.339388	15.06%	1,459
2011.....	9.983008	8.986329	-9.98%	0
2010.....	8.807258	9.983008	13.35%	0
2009.....	6.496811	8.807258	35.56%	0
<b>Nationwide Variable Insurance Trust - NVIT Multi-Manager International Value Fund: Class VI - Q/NQ</b>				
2012.....	6.254787	7.285427	16.48%	8,167
2011.....	7.511676	6.254787	-16.73%	1,508
2010.....	7.125014	7.511676	5.43%	1,277
2009.....	5.524365	7.125014	28.97%	11
<b>Nationwide Variable Insurance Trust - NVIT Multi-Manager Large Cap Growth Fund: Class II - Q/NQ</b>				
2012.....	9.124117	10.554257	15.67%	3,592
2011.....	9.466694	9.124117	-3.62%	1,335
2010.....	8.239316	9.466694	14.90%	0
2009.....	6.395253	8.239316	28.83%	0

Variable account charges of the daily net assets of the variable account - 0.40%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
<b>Nationwide Variable Insurance Trust - NVIT Multi-Manager Large Cap Value Fund: Class II - Q/NQ</b>				
2012.....	8.964859	10.499650	17.12%	3,447
2011.....	9.584708	8.964859	-6.47%	28
2010.....	8.535320	9.584708	12.29%	25
2009.....	6.725887	8.535320	26.90%	26
<b>Nationwide Variable Insurance Trust - NVIT Multi-Manager Mid Cap Growth Fund: Class II - Q/NQ</b>				
2012.....	9.271440	10.586583	14.18%	1,077
2011.....	9.742208	9.271440	-4.83%	183
2010.....	7.734250	9.742208	25.96%	0
2009.....	6.128545	7.734250	26.20%	0
<b>Nationwide Variable Insurance Trust - NVIT Multi-Manager Mid Cap Value Fund: Class II - Q/NQ</b>				
2012.....	10.414303	12.068024	15.88%	977
2011.....	10.704512	10.414303	-2.71%	169
2010.....	8.983782	10.704512	19.15%	0
2009.....	6.913390	8.983782	29.95%	0
<b>Nationwide Variable Insurance Trust - NVIT Multi-Manager Small Cap Growth Fund: Class II - NQ</b>				
2012.....	8.284666	9.331798	12.64%	0
2011.....	8.390101	8.284666	-1.26%	0
2010.....	6.733422	8.390101	24.60%	0
2009.....	5.315393	6.733422	26.68%	0
<b>Nationwide Variable Insurance Trust - NVIT Multi-Manager Small Cap Growth Fund: Class II - Q</b>				
2012.....	8.738175	9.842637	12.64%	245
2011.....	8.849391	8.738175	-1.26%	0
2010.....	7.102021	8.849391	24.60%	0
2009.....	5.606363	7.102021	26.68%	0
<b>Nationwide Variable Insurance Trust - NVIT Multi-Manager Small Cap Value Fund: Class II - Q/NQ</b>				
2012.....	10.649364	12.760304	19.82%	889
2011.....	11.308693	10.649364	-5.83%	1,042
2010.....	8.977413	11.308693	25.97%	0
2009.....	7.161459	8.977413	25.36%	0
<b>Nationwide Variable Insurance Trust - NVIT Multi-Manager Small Company Fund: Class II - Q/NQ</b>				
2012.....	10.091168	11.581099	14.76%	640
2011.....	10.755749	10.091168	-6.18%	0
2010.....	8.640598	10.755749	24.48%	0
2009.....	6.453408	8.640598	33.89%	0
<b>Nationwide Variable Insurance Trust - NVIT Nationwide Fund: Class II - Q/NQ</b>				
2012.....	8.533898	9.676651	13.39%	0
2011.....	8.535815	8.533898	-0.02%	0
2010.....	7.569202	8.535815	12.77%	0
2009.....	6.052728	7.569202	25.05%	0

Variable account charges of the daily net assets of the variable account - 0.40%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
<b>Nationwide Variable Insurance Trust - NVIT Short Term Bond Fund: Class II - Q/NQ</b>				
2012.....	10.916253	11.255601	3.11%	5,245
2011.....	10.819541	10.916253	0.89%	2,562
2010.....	10.606337	10.819541	2.01%	0
2009.....	9.942120	10.606337	6.68%	0
<b>Nationwide Variable Insurance Trust - Templeton NVIT International Value Fund: Class III - Q/NQ</b>				
2012.....	12.010108	14.302222	19.08%	9,556
2011.....	13.769207	12.010108	-12.78%	3,884
2010.....	12.999559	13.769207	5.92%	0
2009*.....	10.000000	12.999559	30.00%	0
<b>Neuberger Berman Advisers Management Trust - AMT Short Duration Bond Portfolio: I Class - Q/NQ</b>				
2012.....	10.163687	10.589110	4.19%	1,555
2011.....	10.175005	10.163687	-0.11%	893
2010.....	9.703067	10.175005	4.86%	16
2009.....	8.596421	9.703067	12.87%	16
<b>Oppenheimer Variable Account Funds - Oppenheimer Main Street Fund®/VA: Service Shares - Q/NQ</b>				
2012.....	9.326939	10.832442	16.14%	5,425
2011.....	9.393870	9.326939	-0.71%	673
2010.....	8.142933	9.393870	15.36%	0
2009.....	6.387490	8.142933	27.48%	0
<b>Oppenheimer Variable Account Funds - Oppenheimer Main Street Small Cap Fund®/VA: Service Shares - Q/NQ</b>				
2012.....	10.684303	12.521809	17.20%	3,015
2011.....	10.988969	10.684303	-2.77%	84
2010.....	8.965927	10.988969	22.56%	0
2009.....	6.576351	8.965927	36.34%	0
<b>PIMCO Variable Insurance Trust - Low Duration Portfolio: Advisor Class - Q/NQ</b>				
2012.....	11.611767	12.230224	5.33%	45,324
2011.....	11.541952	11.611767	0.60%	7,518
2010.....	11.016988	11.541952	4.77%	1,555
2009*.....	10.000000	11.016988	10.17%	0
<b>PIMCO Variable Insurance Trust - Total Return Portfolio: Advisor Class - Q/NQ</b>				
2012.....	10.064421	10.976422	9.06%	78,437
2011*.....	10.000000	10.064421	0.64%	780
<b>The Universal Institutional Funds, Inc. - Core Plus Fixed Income Portfolio: Class II - Q/NQ</b>				
2012.....	10.763026	11.705354	8.76%	0
2011.....	10.252192	10.763026	4.98%	0
2010.....	9.632720	10.252192	6.43%	0
2009.....	8.842006	9.632720	8.94%	0

Variable account charges of the daily net assets of the variable account - 0.40%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
<b>Wells Fargo Advantage Variable Trust - Wells Fargo Advantage VT Small Cap Growth Fund: Class 2 - Q/NQ</b>				
2012.....	15.797161	16.972302	7.44%	1,428
2011.....	16.624620	15.797161	-4.98%	339
2010.....	13.166424	16.624620	26.27%	0
2009*.....	10.000000	13.166424	31.66%	0



## 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, 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 two respects:

- (1) 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.
- (2) 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, 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.

### ***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.

There are income limitations on eligibility to participate in a Roth IRA.

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

### ***Simplified Employee Pension IRAs (SEP IRA)***

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

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

A SEP IRA plan must satisfy:

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

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

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

### ***Simple IRAs***

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

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

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

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

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

### ***Investment Only (Qualified Plans)***

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

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

## **Federal Tax Considerations**

### ***Federal Income Taxes***

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

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

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

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, that indicates 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 not 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.

If the contract is purchased as an investment of certain retirement plans (such as qualified retirement plans, Individual Retirement Accounts, and custodial accounts as described in Sections 401 and 408(a) of the Code), tax advantages enjoyed by the contract owner and/or annuitant may relate to participation in the plan rather than ownership of the annuity contract. Such plans are permitted to purchase investments other than annuities and retain tax-deferred status.

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 satisfies 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 generally is satisfied if the distribution is not made within the five-year period beginning with the first taxable year in which a contribution is made to any Roth IRA established for the owner.

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

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

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

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

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

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

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

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

Distributions before the annuitization date are taxable to the contract owner to the extent that the cash value of the contract exceeds the contract owner's investment in the contract at the time of the distribution. In general, the investment in the contract is equal to the purchase payments made with after-tax dollars reduced by any nontaxable distribution. Distributions, for this purpose, include full and partial surrenders, any portion of the contract that is assigned or pledged, 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 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, 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 property in addition to another annuity contract, such as cash, special rules may cause a portion of the transaction to be taxable to the extent of the value of the property, other than the annuity contract received in the exchange.

### *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 within the 180-day period will be determined using general tax principles to determine the substance of those payments. For example, they could be treated as taxable "boot" in an otherwise tax-free exchange, or as a distribution from the new contract. Rev. Proc. 2011-38 also removed numerous exceptions to the 180-day waiting period that Rev. Proc. 2008-11 provided for in its 12-month waiting period. Please discuss any tax consequences concerning any contemplated or completed transactions with a professional tax advisor.

### **Taxation of Lifetime Withdrawals Under the Guaranteed Lifetime Withdrawal feature**

While the tax treatment for withdrawals for benefits such as Guaranteed Lifetime Withdrawal feature is not clear under federal tax law, Nationwide intends to treat withdrawals under these options as taxable to the extent that the cash value of the contract exceeds the contract owner's investment at the time of the withdrawal. Specifically, Nationwide intends to treat the following amount of each withdrawal as a taxable distribution:

The greater of:

- (1) A–C; or
- (2) B–C,

Where:

- A = the contract value immediately before the withdrawal;
- B = the guaranteed annual benefit amount immediately before the withdrawal; and
- C = the remaining investment in the contract.

In certain circumstances, this treatment could result in the contract value being less than the investment in the contract after such a withdrawal. If the Contract Owner subsequently withdraws the contract under such circumstances, the Contract Owner would have a loss that may be deductible. If the Contract Owner purchases one of these options in an IRA, withdrawals in excess of the annual benefit amount may be required to satisfy the minimum distribution requirements under the Code. Consult a qualified tax adviser.

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

Pursuant to Section 3 of the federal Defense of Marriage Act ("DOMA"), same-sex marriages currently are not recognized for purposes of federal law. Therefore, the favorable income-deferral options afforded by federal tax law to an opposite-sex spouse under Code Sections 72(s) and 401(a)(9) are currently NOT available to a same-sex spouse. Same-sex spouses who own or are considering the purchase of annuity products that provide benefits based upon status as a spouse should consult a tax advisor. To the extent that an annuity contract or certificate accords to spouses other rights or benefits that are not affected by DOMA, same-sex spouses remain entitled to such rights or benefits to the same extent as any annuity holder's spouse.

### **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. 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 reirement plan; or
- the distribution satisfies the minimum distribution requirements imposed by the Code.
- In addition, 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.

### ***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 for the non-resident alien to provide 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.

### ***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.

## **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) will be distributed within five years of the contract owner's death, provided however:

- (a) any interest payable to or for the benefit of a designated beneficiary may be distributed over the life of the designated beneficiary or over a period not longer than the life expectancy of the designated beneficiary. Payments must begin within one year of the contract owner's death unless otherwise permitted by federal income tax regulations; and
- (b) if the designated beneficiary is the surviving spouse of the deceased contract owner, the spouse can choose to become the contract owner instead of receiving a death benefit. Any distributions required under these distribution rules will be made upon that spouse's death.

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

- (a) the death of the annuitant will be treated as the death of a contract owner;
- (b) any change of annuitant will be treated as the death of a contract owner; and
- (c) in either case, the appropriate distribution will be made upon the death or change, as the case may be.

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

***Required Distributions for IRAs SEP IRAs, Simple IRAs, and Roth IRAs***

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

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

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

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

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

If the contract owner dies before the required beginning date (in the case of IRA, SEP IRA, or Simple IRA) or before the entire contract value is distributed (in the case of a Roth IRA), any remaining interest in the contract must be distributed over a period not exceeding the applicable distribution period, which is determined as follows:

- (a) if the designated beneficiary is the contract owner's spouse, the applicable distribution period is the surviving spouse's remaining life expectancy using the surviving spouse's birthday for each distribution calendar year after the calendar year of the contract owner's death. For calendar years after the death of the contract owner's surviving spouse, the applicable distribution period is the spouse's remaining life expectancy using the spouse's age in the calendar year of the spouse's death, reduced by one for each calendar year that elapsed since the calendar year immediately following the calendar year of the spouse's death;
- (b) if the designated beneficiary is not the contract owner's surviving spouse, the applicable distribution period is the designated beneficiary's remaining life expectancy using the designated beneficiary's birthday in the calendar year immediately following the calendar year of the contract owner's death, reduced by one for each calendar year that elapsed thereafter; and
- (c) if there is no designated beneficiary, the entire balance of the contract must be distributed by December 31 of the fifth year following the contract owner's death.

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

- (a) if the designated beneficiary is the contract owner's spouse, the applicable distribution period is the surviving spouse's remaining life expectancy using the surviving spouse's birthday for each distribution calendar year after the calendar year of the contract owner's death. For calendar years after the death of the contract owner's surviving spouse, the applicable distribution period is the greater of (a) the contract owner's remaining life expectancy using the contract owner's birthday in the calendar year of the contract owner's death, reduced by one for each year thereafter; or (b) the spouse's remaining life expectancy using the spouse's age in the calendar year of the spouse's death, reduced by one for each calendar year that elapsed since the calendar year immediately following the calendar year of the spouse's death;
- (b) if the designated beneficiary is not the contract owner's surviving spouse, the applicable distribution period is the greater of (a) the contract owner's remaining life expectancy using the contract owner's birthday in the calendar year of the contract owner's death, reduced by one for each year thereafter; or (b) the designated beneficiary's remaining life expectancy using the designated beneficiary's birthday in the calendar year immediately following the calendar year of the contract owner's death, reduced by one for each calendar year that elapsed thereafter; and
- (c) if there is no designated beneficiary, the applicable distribution period is the contract owner's remaining life expectancy using the contract owner's birthday in the calendar year of the contract owner's death, reduced by one for each year thereafter.

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

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

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

## **Tax Changes**

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

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

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

In 2006, the Pension Protection Act of 2006 made permanent the EGTRRA provisions noted above that increase the amounts that may be contributed to various retirement plans and that increase 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.

## **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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