

SECURITIES AND EXCHANGE COMMISSION

FORM 485APOS

Post-effective amendments [Rule 485(a)]

Filing Date: **2005-05-02**
SEC Accession No. **0001190903-05-000465**

([HTML Version](#) on [secdatabase.com](#))

FILER

NATIONWIDE VARIABLE ACCOUNT 9

CIK: **1040376** | IRS No.: **000000000** | Fiscal Year End: **1231**
Type: **485APOS** | Act: **33** | File No.: **333-79327** | Film No.: **05790145**

Mailing Address
*NATIONWIDE LIFE
INSURANCE CO
ONE NATIONWIDE PLAZA
COLUMBUS OH 43215*

Business Address
*NATIONWIDE LIFE
INSURANCE CO
ONE NATIONWIDE PLAZA
COLUMBUS OH 43215
614-249-7111*

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM N-4

REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933 File No. 333-79327

Pre-Effective Amendment No. |

Post-Effective Amendment No. 15 |

(Check appropriate box or boxes.)

NATIONWIDE VARIABLE ACCOUNT - 9

(Exact Name of Registrant)

NATIONWIDE LIFE INSURANCE COMPANY

(Name of Depositor)

ONE NATIONWIDE PLAZA, COLUMBUS, OHIO 43215

(Address of Depositor's Principal Executive Offices) (Zip Code)

Depositor's Telephone Number, including Area Code (614) 249-7111

PATRICIA R. HATLER, SECRETARY, ONE NATIONWIDE PLAZA, COLUMBUS, OHIO 43215

(Name and Address of Agent for Service)

Approximate Date of Proposed Public Offering JULY 1, 2005

It is proposed that this filing will become effective (check appropriate box)

immediately upon filing pursuant to paragraph (b)

on (date) pursuant to paragraph (b)

60 days after filing pursuant to paragraph (a)(1)

on July 1, 2005 pursuant to paragraph (a)(1)

If appropriate, check the following box:

this post-effective amendment designates a new effective date for a
previously filed post-effective amendment.

Title of Securities Being Registered INDIVIDUAL SINGLE PREMIUM IMMEDIATE
FIXED AND VARIABLE ANNUITY CONTRACT

NATIONWIDE LIFE INSURANCE COMPANY

Individual Single Premium Immediate Fixed and Variable Annuity Contracts

Issued by Nationwide Life Insurance Company through its Nationwide Variable
Account-9

The date of this prospectus is July 1, 2005.

This prospectus contains basic information you should understand about the
contracts before investing - the annuity contract is the legally binding
instrument governing the relationship between you and Nationwide should you

choose to invest. Please read this prospectus carefully and keep it for future reference.

The Statement of Additional Information (dated July 1, 2005), which contains additional information about the contracts and the variable account, is filed with the Securities and Exchange Commission ("SEC") and is incorporated herein by reference. The table of contents for the Statement of Additional Information is on page 27. For general information or to obtain free copies of the Statement of Additional Information, call 1-800-243-6295 (TDD 1-800-238-3035) or write:

Nationwide Life Insurance Company
One Nationwide Plaza, RR1-04-F4
Columbus, Ohio 43215

The Statement of Additional Information and other material incorporated by reference can be found on the SEC website at: WWW.SEC.GOV. Information about this and other Best of America products can be found at: WWW.NATIONWIDEFINANCIAL.COM.

BEFORE INVESTING, UNDERSTAND THAT ANNUITIES AND/OR LIFE INSURANCE PRODUCTS ARE NOT INSURED BY THE FDIC, NCUSIF, OR ANY OTHER FEDERAL GOVERNMENT AGENCY, AND ARE NOT DEPOSITS OR OBLIGATIONS OF, GUARANTEED BY, OR INSURED BY THE DEPOSITORY INSTITUTION WHERE OFFERED OR ANY OF ITS AFFILIATES. ANNUITIES THAT INVOLVE INVESTMENT RISK 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 following is a list of the investment options available under the contract. The information pertaining to the investment options only applies to the portion of your contract designated to provide for variable annuity payments. Any portion of your contract designated to provide for fixed annuity payments may not be reallocated to a variable investment option under the contract. Please refer to your prospectus.

AIM VARIABLE INSURANCE FUNDS

- o AIM V.I. Basic Value Fund: Series II Shares
- o AIM V.I. Capital Appreciation Fund: Series II Shares
- o AIM V.I. Capital Development Fund: Series II Shares

AMERICAN CENTURY VARIABLE PORTFOLIOS, INC.

- o American Century VP Mid Cap Value Fund: Class II
 - o American Century VP Ultra Fund: Class I
 - o American Century VP Value Fund: Class I*
 - o American Century VP Vista Fund: Class II
- #### AMERICAN CENTURY VARIABLE PORTFOLIOS II, INC.
- o American Century VP Inflation Protection Fund: Class II

DREYFUS

- o Dreyfus Investment Portfolios - Small Cap Stock Index Portfolio: Service Shares
- o Dreyfus Stock Index Fund, Inc.: Initial Shares
- o Dreyfus Variable Investment Fund - Appreciation Portfolio: Initial Shares

FEDERATED INSURANCE SERIES

- o Federated Quality Bond Fund II: Primary Shares

FIDELITY VARIABLE INSURANCE PRODUCTS FUND

- o VIP Equity-Income Portfolio: Service Class*
- o VIP Growth Portfolio: Service Class
- o VIP Overseas Portfolio: Service Class R+

FIDELITY VARIABLE INSURANCE PRODUCTS FUND II

- o VIP Contrafund(R) Portfolio: Service Class
- o VIP Investment Grade Bond Portfolio: Service Class*

FIDELITY VARIABLE INSURANCE PRODUCTS FUND III

- o VIP Mid Cap Portfolio: Service Class 2
- o VIP Value Strategies Portfolio: Service Class

FIDELITY VARIABLE INSURANCE PRODUCTS FUND IV

- o Fidelity VIP Freedom Fund 2010 Portfolio: Service Class 2
- o Fidelity VIP Freedom Fund 2020 Portfolio: Service Class 2
- o Fidelity VIP Freedom Fund 2030 Portfolio: Service Class 2
- o VIP Natural Resources Portfolio: Service Class 2+

FRANKLIN TEMPLETON VARIABLE INSURANCE PRODUCTS TRUST

- o Franklin Rising Dividends Securities Fund: Class 2
- o Franklin Small Cap Value Securities Fund: Class 2
- o Templeton Developing Markets Securities Fund: Class 3+
- o Templeton Foreign Securities Fund: Class 3+
- o Templeton Global Income Securities Fund: Class 3+

GARTMORE VARIABLE INSURANCE TRUST ("GVIT")

- o Dreyfus GVIT International Value Fund: Class VI+
- o Dreyfus GVIT Mid Cap Index Fund: Class I
- o Federated GVIT High Income Bond Fund: Class III*+
- o Gartmore GVIT Emerging Markets Fund: Class III+
- o Gartmore GVIT Global Health Sciences Fund: Class III+
- o Gartmore GVIT Global Technology and Communications Fund: Class III+
- o Gartmore GVIT Government Bond Fund: Class I

- o Gartmore GVIT Investor Destinations Funds: Class II
- >> Gartmore GVIT Investor Destinations Conservative Fund: Class II
- >> Gartmore GVIT Investor Destinations Moderately Conservative Fund: Class II
- >> Gartmore GVIT Investor Destinations Moderate Fund: Class II
- >> Gartmore GVIT Investor Destinations Moderately Aggressive Fund: Class II

1

- >> Gartmore GVIT Investor Destinations Aggressive Fund: Class II
 - o Gartmore GVIT Mid Cap Growth Fund: Class I
 - o Gartmore GVIT Money Market Fund: Class I
 - o Gartmore GVIT Nationwide(R) Fund: Class I
 - o Gartmore GVIT U.S. Growth Leaders Fund: Class I
 - o GVIT Small Cap Growth Fund: Class I
 - o GVIT Small Cap Value Fund: Class I
 - o GVIT Small Company Fund: Class I
 - o Van Kampen GVIT Comstock Value Fund: Class I* (formerly, Comstock GVIT Value Fund: Class I)
 - o Van Kampen GVIT Multi Sector Bond Fund: Class I*
- MFS(R) VARIABLE INSURANCE TRUST
- o MFS Investors Growth Stock Series: Service Class
 - o MFS Value Series: Service Class
- NEUBERGER BERMAN ADVISERS MANAGEMENT TRUST
- o AMT Fasciano Portfolio: Class S*
 - o AMT International Portfolio: Class S+
 - o AMT Limited Maturity Bond Portfolio: Class I*
 - o AMT Regency Portfolio: Class S
 - o AMT Socially Responsive Portfolio
- OPPENHEIMER VARIABLE ACCOUNT FUNDS
- o Oppenheimer Capital Appreciation Fund/VA: Non-Service Shares
 - o Oppenheimer Global Securities Fund/VA: Class 3+
 - o Oppenheimer High Income Fund/VA: Service Shares*
 - o Oppenheimer Main Street(R) Fund/VA: Non-Service Shares
 - o Oppenheimer Main Street(R) Small Cap Fund/VA: Service Shares
- T. ROWE PRICE EQUITY SERIES, INC.
- o T. Rowe Price Blue Chip Growth Portfolio: Class II
 - o T. Rowe Price Equity Income Portfolio: Class II
 - o T. Rowe Price Limited Term Bond Portfolio: Class II
- VAN KAMPEN
- THE UNIVERSAL INSTITUTIONAL FUNDS, INC.
- o Core Plus Fixed Income Portfolio: Class II*
 - o U.S. Real Estate Portfolio: Class I

THE FOLLOWING INVESTMENT OPTIONS ARE ONLY AVAILABLE IN CONTRACTS FOR WHICH GOOD ORDER APPLICATIONS WERE RECEIVED BEFORE MAY 1, 2004:

- ALLIANCEBERNSTEIN VARIABLE PRODUCTS SERIES FUND, INC.
- o AllianceBernstein Growth and Income Portfolio: Class B
 - o AllianceBernstein Small/Mid Cap Value Portfolio: Class B (formerly, AllianceBernstein Small Cap Value Portfolio: Class B)
- AMERICAN CENTURY VARIABLE PORTFOLIOS, INC.
- o American Century VP Income & Growth Fund: Class I
- DREYFUS
- o Dreyfus Variable Investment Fund - Developing Leaders Portfolio: Service Shares
- FEDERATED INSURANCE SERIES
- o Federated American Leaders Fund II: Service Shares
 - o Federated Capital Appreciation Fund II: Service Shares
- GARTMORE VARIABLE INSURANCE TRUST
- o Gartmore GVIT Global Financial Services Fund: Class III+
 - o Gartmore GVIT Global Utilities Fund: Class III+

- JANUS ASPEN SERIES
- o Balanced Portfolio: Service Shares
 - o Forty Portfolio: Service Shares (formerly, Capital Appreciation Portfolio: Service Shares)
 - o International Growth Portfolio: Service II Shares+
 - o Risk-Managed Core Portfolio: Service Shares
- NEUBERGER BERMAN ADVISERS MANAGEMENT TRUST
- o AMT Mid-Cap Growth Portfolio: Class I

THE FOLLOWING INVESTMENT OPTIONS ARE ONLY AVAILABLE IN CONTRACTS FOR WHICH GOOD ORDER APPLICATIONS WERE RECEIVED BEFORE MAY 1, 2005:

- AMERICAN CENTURY VARIABLE PORTFOLIOS, INC.
- o American Century VP International Fund: Class III+
- PUTNAM VARIABLE TRUST
- o Putnam VT Growth & Income Fund: Class IB
 - o Putnam VT Voyager Fund: Class IB

EFFECTIVE MAY 1, 2004, THE FOLLOWING INVESTMENT OPTIONS ARE NOT AVAILABLE TO RECEIVE TRANSFERS OR NEW PURCHASE PAYMENTS:

PUTNAM VARIABLE TRUST
o Putnam VT International Equity Fund: Class IB
VAN KAMPEN
THE UNIVERSAL INSTITUTIONAL FUNDS, INC.
o Emerging Markets Debt Portfolio: Class I

EFFECTIVE SEPTEMBER 20, 2004, THE FOLLOWING INVESTMENT OPTIONS ARE NOT AVAILABLE TO RECEIVE TRANSFERS OR NEW PURCHASE PAYMENTS:

AMERICAN CENTURY VARIABLE PORTFOLIOS, INC.
o American Century VP International Fund: Class I
CREDIT SUISSE TRUST
o Large Cap Value Portfolio
DREYFUS
o The Dreyfus Socially Responsible Growth Fund, Inc.: Initial Shares
FIDELITY VARIABLE INSURANCE PRODUCTS FUND
o VIP High Income Portfolio: Service Class
o VIP Overseas Portfolio: Service Class
FIDELITY VARIABLE INSURANCE PRODUCTS FUND III
o VIP Growth Opportunities Portfolio: Service Class
FRANKLIN TEMPLETON VARIABLE INSURANCE PRODUCTS TRUST
o Templeton Foreign Securities Fund: Class 2
GARTMORE VARIABLE INSURANCE TRUST
o Dreyfus GVIT International Value Fund: Class II
o Gartmore GVIT Emerging Markets Fund: Class I
o Gartmore GVIT Global Financial Services Fund: Class I
o Gartmore GVIT Global Health Sciences Fund: Class I
o Gartmore GVIT Global Technology and Communications Fund: Class I
o Gartmore GVIT Global Utilities Fund: Class I
o Gartmore GVIT Growth Fund: Class I
o Gartmore GVIT International Growth Fund: Class I
o Gartmore GVIT Nationwide(R) Leaders Fund: Class I
o Gartmore GVIT Worldwide Leaders Fund: Class I
o J.P. Morgan GVIT Balanced Fund: Class I
JANUS ASPEN SERIES
o Global Technology Portfolio: Service Shares
o International Growth Portfolio: Service Shares

2

NEUBERGER BERMAN ADVISERS MANAGEMENT TRUST
o AMT Guardian Portfolio
o AMT Partners Portfolio
OPPENHEIMER VARIABLE ACCOUNT FUNDS
o Oppenheimer Aggressive Growth Fund/VA: Non-Service Shares
o Oppenheimer Global Securities Fund/VA: Non-Service Shares
VAN ECK WORLDWIDE INSURANCE TRUST
o Worldwide Emerging Markets Fund: Initial Class
o Worldwide Hard Assets Fund: Initial Class
VAN KAMPEN
THE UNIVERSAL INSTITUTIONAL FUNDS, INC.
o Mid Cap Growth Portfolio: Class I
WELLS FARGO VARIABLE TRUST FUNDS
o Wells Fargo Advantage Opportunity Fund VT (formerly, Strong Opportunity Fund II, Inc.: Investor Class)

EFFECTIVE MAY 1, 2005, THE FOLLOWING INVESTMENT OPTION IS NOT AVAILABLE TO RECEIVE TRANSFERS OR NEW PURCHASE PAYMENTS:

GARTMORE VARIABLE INSURANCE TRUST
o Federated GVIT High Income Bond Fund: Class I*

*These investment options may invest in lower quality debt securities commonly referred to as junk bonds.

+These investment options assess a short-term trading fee (see "Short-Term Trading Fees").

Purchase payments not invested in the investment options of the Nationwide Variable Account-9 ("variable account") may be allocated for the purchase of fixed annuity payments (see "Appendix B").

3

GLOSSARY OF SPECIAL TERMS

ACCUMULATION UNIT- An accounting unit of measure used to calculate the variable account value prior to the income start date.

ANNUAL BENEFIT LEVELING- The adjustment to variable annuity payments to make payments made during the following 12 months equal in amount.

ANNUITY INCOME UNIT- An accounting unit of measure used to calculate the variable annuity payments after the first payment.

ASSUMED INVESTMENT RETURN- The net investment return required to maintain level variable annuity payments. The selected assumed investment return is used in calculating the initial variable annuity payment.

ASSUMED INVESTMENT RETURN FACTOR- The assumed investment return factor adjusts the annuity income unit value based on the assumed investment return chosen by the contract owner and permitted under the contract.

COMMUTATION VALUE- The value of future annuity payments that are converted (commuted) into a lump sum. The commutation value may be available for withdrawal under certain income options and may be available to beneficiaries when an annuitant dies before all term certain payments have been made.

CONTRACT VALUE- The total value of any amount allocated to the variable account (plus or minus any investment experience) plus any amount designated for the purchase of fixed annuity payments, less any distributions previously made.

FIXED ANNUITY PAYMENT(S)- Annuity payments that are guaranteed by Nationwide as to dollar amount.

GENERAL ACCOUNT- All assets of Nationwide other than those of the variable account or in other separate accounts that have been or may be established by Nationwide.

INCOME OPTION- The type of annuity payments chosen by the contract owner.

INCOME START DATE- The date annuity payments actually commence.

INDIVIDUAL RETIREMENT ANNUITY- An annuity described in Section 408(b) of the Internal Revenue Code (not including Roth IRAs).

INVESTMENT OPTION(S)- The underlying mutual funds which are purchased by the variable account and accounted for in separate sub-accounts of the variable account. The performance of selected investment options determines the value of variable annuity payments after the first payment.

NATIONWIDE- Nationwide Life Insurance Company.

NET ASSET VALUE- The value of one share of an investment option at the end of a market day or at the close of the New York Stock Exchange.

NON-QUALIFIED CONTRACT- A contract which does not qualify for favorable tax treatment as an Individual Retirement Annuity, Roth IRA, or Tax Sheltered Annuity.

ROTH IRA- An annuity described in Section 408A of the Internal Revenue Code.

SUB-ACCOUNTS- Separate and distinct divisions of the variable account. Each sub-account corresponds to a specific investment option upon which investment performance is based.

TAX SHELTERED ANNUITY- An annuity described in Section 403(b) of the Internal Revenue Code.

VALUATION DATE- Each day the New York Stock Exchange and Nationwide's home office are open for business, or any other day during which there is a sufficient degree of trading of investment option shares such the current net asset value of accumulation units or annuity income units might be materially affected.

VALUATION PERIOD- The period of time beginning at the close of a valuation date and ending at the close of business on the next valuation date.

VARIABLE ACCOUNT- Nationwide Variable Account-9, which is a separate account of Nationwide. The variable account is divided into sub-accounts, each of which invests in shares of a separate investment option.

VARIABLE ACCOUNT VALUE- The amount allocated to the variable account plus or minus investment experience minus any previous variable account distributions.

VARIABLE ANNUITY PAYMENT(S)- Annuity payments which are not guaranteed as to dollar amount and which vary with the investment experience of the investment options.

TABLE OF CONTENTS

GLOSSARY OF SPECIAL TERMS.....
CONTRACT EXPENSES.....
INVESTMENT OPTION ANNUAL EXPENSES.....
SYNOPSIS OF THE CONTRACTS.....
FINANCIAL STATEMENTS.....
CONDENSED FINANCIAL INFORMATION.....

NATIONWIDE LIFE INSURANCE COMPANY.....

NATIONWIDE INVESTMENT SERVICES CORPORATION.....

INVESTING IN THE CONTRACT.....

 The Variable Account and Investment Options

THE CONTRACT IN GENERAL.....

 Distribution, Promotional and Sales Expenses

 Investment Options

 Profitability

STANDARD CHARGES AND DEDUCTIONS.....

 Mortality and Expense Risk Charge

 Contingent Deferred Sales Charge

 Premium Taxes

 Short-Term Trading Fees

OPTIONAL CONTRACT BENEFITS, CHARGES AND DEDUCTIONS.....

 America's Income Annuity Income Foundation Rider

PARTIES WITH INTERESTS IN THE CONTRACT.....

 Contract Owner

 Joint Owner

 Annuitant and Joint Annuitant

 Payee

 Beneficiary and Contingent Beneficiary

OWNERSHIP RIGHTS.....

 Ownership Rights at the Time of Application

 Ownership Rights Between the Date of Issue and the Income Start Date

 Ownership Rights Between the Income Start Date and Prior to the Annuitant's Death

 Changes

OPERATION OF THE CONTRACT.....

 Purchase Payment

 Allocation of the Purchase Payment

 Pricing

 Transfers between Variable Annuity Payments and Fixed Annuity Payments

 Transfer Restrictions

 Sub-Account Transfers

RIGHT TO EXAMINE AND CANCEL.....

WITHDRAWALS (REDEMPTIONS).....

 Withdrawals Before the Income Start Date

 Withdrawals On or After the Income Start Date

 Partial Withdrawals (Partial Redemptions)

 Full Withdrawals (Full Redemptions)

 Restrictions on Withdrawals from a Tax Sheltered Annuity

ASSIGNMENT.....

ANNUITY PAYMENTS.....

 Income Start Date

 Frequency and Amount of Annuity Payments

 Form of Annuity Payment

 Fixed Annuity Payments

 Variable Annuity Payments

 Annual Benefit Leveling

 America's Income Annuity Income Foundation Rider

INCOME OPTIONS.....

 Single Life

 Single Life with Term Certain

 Single Life with Cash Refund

 Joint and Last Survivor

 Joint and 100% Last Survivor with Term Certain

 Joint and 100% Last Survivor with Cash Refund

 Joint and 50% Survivor

 Term Certain

 Term Certain with Enhanced Death Benefit

 Any Other Option

DEATH BEFORE THE INCOME START DATE.....

 Death of Contract Owner

 Death of Annuitant

DEATH ON OR AFTER THE INCOME START DATE.....

 Death of Contract Owner

 Death of Annuitant

STATEMENTS AND REPORTS.....

LEGAL PROCEEDINGS.....

ADVERTISING.....

 Money Market Yields

 Historical Performance of the Sub-Accounts

TABLE OF CONTENTS OF STATEMENT OF ADDITIONAL INFORMATION.....

APPENDIX A: INVESTMENT OPTIONS.....

APPENDIX B: FIXED ANNUITY PAYMENTS.....

APPENDIX C: ILLUSTRATION OF VARIABLE ANNUITY INCOME.....

APPENDIX D: CONDENSED FINANCIAL INFORMATION.....

CONTRACT EXPENSES

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

The first table describes the fees and expenses a contract owner will pay at the time the contract is purchased, surrendered, or when cash value is transferred between investment options. State premium taxes may also be deducted.

<TABLE>
<CAPTION>
<S>

	<C>	<C>
----- CONTRACT OWNER TRANSACTION EXPENSES -----		
MAXIMUM CONTINGENT DEFERRED SALES CHARGE ("CDSC") (as a percentage of purchase payments withdrawn).....	6%	1
MAXIMUM VARIABLE TO FIXED TRANSFER PROCESSING FEE (per variable to fixed transfer).....	lesser of \$25 or 2% of the amount transferred	2
MAXIMUM PREMIUM TAX CHARGE (as a percentage of purchase payments).....	5%	3
MAXIMUM SHORT-TERM TRADING FEE (as a percentage of transaction amount).....	1%	

The next table describes the fees and expenses that a contract owner will pay periodically during the life of the contract (not including investment option fees and expenses).

RECURRING CONTRACT EXPENSES

VARIABLE ACCOUNT ANNUAL EXPENSES (annualized rate of total variable account charges as a percentage of the daily net assets) ⁴		
MORTALITY AND EXPENSE RISK CHARGE.....	1.25%	
AMERICA'S INCOME ANNUITY INCOME FOUNDATIONSM RIDER.....	1.00%	5
Total Variable Account Charges (including this option).....	2.25%	

</TABLE>

INVESTMENT OPTION ANNUAL EXPENSES

The next table shows the minimum and maximum total operating expenses, as of December 31, 2004, charged by the investment options periodically during the life of the contract. The table does not reflect Short-Term Trading Fees. More detail concerning each investment option's fees and expenses is contained in the prospectus for each investment option.

<TABLE>
<CAPTION>
<S>

	<C>	<C>
Total Annual Investment Option Operating Expenses	Minimum	Maximum
(expenses that are deducted from investment option assets, including management fees, distribution (12b-1) fees, and other expenses, as a percentage of average investment option assets)	0.26%	2.75%

</TABLE>

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

1 Range of CDSC over time:
<TABLE>
<CAPTION>
<S>

	<C>						
NUMBER OF COMPLETED YEARS FROM DATE OF ISSUE	0	1	2	3	4	5	6 Thereafter

CDSC PERCENTAGE	6%	6%	5%	5%	4%	3%	2%	0%
-----------------	----	----	----	----	----	----	----	----

</TABLE>

(For contracts issued on or after May 1, 2003 and before May 1, 2004, no CDSC will be assessed for withdrawals taken during the first contract year.) A CDSC will only be assessed if a withdrawal (other than an annuity payment) is taken as permitted under certain income options. Income options permitting withdrawals are: Single Life with Term Certain, Joint and 100% Last Survivor with Term Certain, Term Certain, and Term Certain with Enhanced Death Benefit (only available for contracts issued prior to May 1, 2002).

The Internal Revenue Code may impose restrictions on withdrawals from contracts issued as Tax Sheltered Annuities.

- 2 Currently, Nationwide does not assess a Variable to Fixed Transfer Processing Fee. If assessed, the fee will be deducted from the amount transferred.
- 3 Nationwide will charge between 0% and 5% of purchase payments for premium taxes levied by state or other government entities.
- 4 These charges apply only to sub-account allocations. They are charged on a daily basis at the annualized rate noted above.
- 5 The America's Income Annuity Income Foundation Rider is a guaranteed variable annuity payment option that may only be elected at application. Election of the option is irrevocable. It is not available in conjunction with fixed annuity payments or Term Certain options of less than ten years. If elected, Nationwide reserves the right to assess the Variable to Fixed Transfer Processing Fee described above.

6

The following investment options 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 that sub-account (see "Short-Term Trading Fees"):

- o American Century Variable Portfolios, Inc. - American Century VP International Fund: Class III
- o Fidelity Variable Insurance Products Fund - VIP Overseas Portfolio: Service Class R
- o Fidelity Variable Insurance Products Fund IV - VIP Natural Resources Portfolio: Service Class 2
- o Franklin Templeton Variable Insurance Products Trust - Templeton Developing Markets Securities Fund: Class 3
- o Franklin Templeton Variable Insurance Products Trust - Templeton Foreign Securities Fund: Class 3
- o Franklin Templeton Variable Insurance Products Trust - Templeton Global Income Securities Fund: Class 3
- o GVIT - Dreyfus GVIT International Value Fund: Class VI
- o GVIT - Federated GVIT High Income Bond Fund: Class III
- o GVIT - Gartmore GVIT Emerging Markets Fund: Class III
- o GVIT - Gartmore GVIT Global Financial Services Fund: Class III
- o GVIT - Gartmore GVIT Global Health Sciences Fund: Class III
- o GVIT - Gartmore GVIT Global Technology and Communications Fund: Class III
- o GVIT - Gartmore GVIT Global Utilities Fund: Class III
- o Janus Aspen Series - International Growth Portfolio: Service II Shares
- o Neuberger Berman Advisers Management Trust - AMT International Portfolio: Class S
- o Oppenheimer Variable Account Funds - Oppenheimer Global Securities Fund/VA: Class 3

SYNOPSIS OF THE CONTRACTS

The contracts described in this prospectus are individual single premium immediate fixed and variable annuity contracts.

The contracts can be categorized as:

- o Individual Retirement Annuities ("IRAs");
- o Non-Qualified Contracts;
- o Roth IRAs; or
- o Tax Sheltered Annuities.

For more detailed information with regard to the differences in contract types, please see "Types of Contracts" in Appendix E.

PURCHASE PAYMENTS

The minimum single purchase payment is \$35,000. No additional purchase payments will be accepted or permitted.

CHARGES AND EXPENSES

Nationwide deducts a Mortality and Expense Risk Charge equal to an annualized rate of 1.25% of the daily net assets of the variable account. Nationwide assesses this charge in return for bearing certain mortality and expense risks, as well as for administrative expenses.

Nationwide does not deduct a sales charge from purchase payments upon deposit into the contract. However, if the income option elected permits withdrawals other than annuity payments, Nationwide may deduct a Contingent Deferred Sales Charge ("CDSC") upon such withdrawal. This CDSC reimburses Nationwide for sales expenses. The amount of the CDSC will not exceed 6% of purchase payments withdrawn (see "Contingent Deferred Sales Charge").

If the contract owner elected the America's Income Annuity Income Foundation Rider, Nationwide will deduct an additional amount equal to an annualized rate of 1.00% of the daily net assets of the variable account. This charge reimburses Nationwide for the increased market risk assumed in order to provide the benefit of guaranteed payments associated with this optional benefit.

ANNUITY PAYMENTS

Annuity payments begin on the income start date and will be based on the income option chosen at the time of application (see "Income Options"). Annuity payments will generally be received within 7 to 10 days after each annuity payment date.

TAXATION

The tax treatment of the contracts depends on the type of contract issued and the purpose for which the contract is purchased. Nationwide will charge against the contract any premium taxes levied by any governmental authority (see "Federal Tax Considerations" in Appendix E and "Premium Taxes").

TEN-DAY FREE LOOK

Contract owners may return the contract for any reason within ten days of receipt and Nationwide will refund the contract value or other amounts as required by law (see "Right to Examine and Cancel").

FINANCIAL STATEMENTS

Financial statements for the variable account and the consolidated financial statements of Nationwide Life Insurance Company are located in the Statement of Additional Information. A current Statement of Additional Information may be obtained, without charge, by contacting Nationwide's home office at the telephone number listed on page 1 of this prospectus.

CONDENSED FINANCIAL INFORMATION

The value of an annuity income unit is determined on the basis of changes in the per share value of an investment option and the assessment of variable account charges which may vary from contract to contract (for more information on the calculation of annuity income unit values, see "Value of an Annuity Income Unit"). Please refer to Appendix D for information regarding each class of annuity income units.

NATIONWIDE LIFE INSURANCE COMPANY

Nationwide 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.

It is admitted to do business in all states, the District of Columbia, Puerto Rico, and the Virgin Islands.

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 contracts described in this prospectus are combination fixed and variable immediate annuity contracts. The following provisions discuss those interests under the contracts that relate to the portion of the purchase payment allocated to variable annuity payments. For a discussion of the interests allocated to fixed annuity payments, see Appendix B.

THE VARIABLE ACCOUNT AND INVESTMENT OPTIONS

Nationwide Variable Account-9 is a variable account that invests in the investment options listed in Appendix A. Nationwide established the variable account on May 22, 1997, 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 other assets and are not chargeable with liabilities incurred in any other business of Nationwide.

The variable account is divided into sub-accounts, each corresponding to a single investment option. Nationwide uses the assets of each sub-account to buy shares of the investment options based on contract owner instructions. Each investment option's prospectus contains more detailed information about that investment option. Prospectuses for the investment options should be read in conjunction with this prospectus.

Investment options 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 investment options may manage publicly traded mutual funds with similar names and investment objectives. However, the investment options 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 investment options participating in the variable account. The performance of the investment options could differ substantially from that of any publicly traded funds.

The particular investment options available under the contract may change from time to time. Specifically, investment options or investment option share classes that are currently available may be removed or closed off to future investment. New investment options or new share classes of currently available investment options may be added. Contract owners will receive notice of any such changes that affect their contract. Additionally, not all of the investment options listed below are available in every state.

In the future, additional investment options managed by certain financial institutions or brokerage firms (or their affiliates) may be added to the variable account. These additional investment options 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 who have allocated assets to the investment options 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 investment option will be notified of issues requiring a 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.

The number of shares which a contract owner may vote will be determined as of a date to be chosen by Nationwide not more than 60 days prior to the shareholder meeting.

Material Conflicts

The investment options 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 investment options 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

8

participation in the investment option(s) involved in the conflict.

Substitution of Securities

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

- 1) shares of a current investment option are no longer available for investment; or
- 2) further investment in an investment option becomes inappropriate in the judgement of Nationwide management.

No substitution, elimination, or combination of shares may take place without the prior approval of the SEC.

THE CONTRACT IN GENERAL

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 advisers, 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 your investment objectives, risk tolerance, investment time horizon, marital status, tax situation and other personal characteristics and needs. Not all benefits, programs, features and investment options described in this prospectus are available or approved for use in every state.

The annuity described in this prospectus is intended to provide benefits to a single individual and his/her beneficiaries. It is not intended to be used:

- o by institutional investors;
- o in connection with other Nationwide contracts that have the same annuitant; or
- o in connection with other Nationwide contracts that have different annuitants, but the same contract owner.

By providing these annuity benefits, Nationwide assumes certain risks. If Nationwide determines that the risks it intended to assume in issuing the contract have been altered by misusing the contract as described above, Nationwide reserves the right to take any action it deems necessary to reduce or eliminate the altered risk, including, but not limited to, rescinding the contract and returning the contract value (less any applicable Contingent Deferred Sales Charge and/or market value adjustment). Nationwide also reserves the right to take any action it deems necessary to reduce or eliminate altered risk resulting from materially false, misleading, incomplete or otherwise deficient information provided by the contract owner.

These contracts are offered to customers of various financial institutions and brokerage firms. No financial institution or brokerage firm is responsible for the guarantees under the contracts. Guarantees under the contracts are the sole responsibility of Nationwide.

In general, variable annuities are long-term investments; they are not intended as short-term investments. 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 contract owners understand all the costs associated with owning a contract, and if and how those costs change during the lifetime of the contract. Contract charges may not be the same in later contract years as they are in early contract years. The various contract charges are assessed in order to compensate Nationwide for administrative services, distribution and operational expenses, and assumed actuarial risks associated with the contract.

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 6.5% of purchase payments. Note that 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, please consult your registered representative.

INVESTMENT OPTIONS

The investment options incur expense each time they sell, administer, or redeem their shares. The variable account (established and administered by Nationwide) aggregates all contract owner purchase, redemption, and transfer requests and submits one net purchase/redemption request to the investment option each day. Thus, from the investment option's standpoint, the variable account is a single shareholder. When the variable account aggregates transactions, the investment option is relieved of incurring the expense of processing individual transactions. The expense is incurred by Nationwide.

Nationwide also pays the costs of selling the contract (as discussed above), which benefits the investment options by

9

providing contract owners with access to the sub-accounts that correspond to the investment options.

The investment options understand and acknowledge the value of these services provided by Nationwide. Accordingly, the investment options pay Nationwide (or Nationwide affiliates) a fee for some of the distribution and operational services that Nationwide provides (and related costs incurred). These payments may be made pursuant to an investment option's 12b-1 plan, in which case they are deducted from investment option assets. Alternatively, such payments may be made pursuant to service/administration agreements between Nationwide (or a Nationwide affiliate) and the investment option's adviser (or its affiliates), in which case payments are typically derived from assets outside of the investment option assets. In some cases, however, payments received may derive from sub-transfer agent fees or fees taken pursuant to administrative service plans adopted by the investment option.

Nationwide took into consideration the anticipated payments from investment options when it determined the charges that would be assessed under the contract. Without these payments, contract charges would be higher. Only those investment options that agree to pay Nationwide a fee will be offered in the contract.

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.

STANDARD CHARGES AND DEDUCTIONS

MORTALITY AND EXPENSE RISK CHARGE

Nationwide deducts a Mortality and Expense Risk Charge from the variable account. This amount is computed on a daily basis, and is equal to an annualized rate of 1.25% of the daily net assets of the variable account.

The Mortality Risk Charge compensates Nationwide for guaranteeing the annuity purchase rates of the contracts. This guarantee ensures that the annuity purchase rates will not change regardless of the death rates of annuity payees or the general population. The Mortality Risk Charge also compensates Nationwide for risks assumed in connection with the standard death benefit, but only partially compensates Nationwide in connection with the Enhanced Death Benefit, for which there is a separate charge.

The Expense Risk Charge compensates Nationwide for guaranteeing that administration charges will not increase regardless of actual expenses.

If the Mortality and Expense Risk Charge is insufficient to cover actual expenses, the loss is borne by Nationwide. Nationwide may realize a profit from this charge.

CONTINGENT DEFERRED SALES CHARGE

No sales charge deduction is made from the purchase payment upon deposit into the contract. However, if the income option elected permits withdrawals other than regular annuity payments, Nationwide will deduct a CDSC upon such withdrawal. The CDSC will not exceed 6% of the amount withdrawn.

The CDSC is calculated by multiplying the applicable CDSC percentage (noted below) by the amount that is withdrawn. The applicable CDSC will not be applied to any amount in excess of the single purchase payment.

The CDSC applies as follows:

NUMBER OF COMPLETED YEARS FROM DATE OF ISSUE	CDSC PERCENTAGE
0	6%*
1	6%
2	5%
3	5%
4	4%
5	3%
6	2%
Thereafter	0%

*For contracts issued on or after May 1, 2003 and before May 1, 2004, no CDSC will be assessed for withdrawals taken during the first contract year.

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

Contract owners taking withdrawals (other than substantially equal periodic payments for life) before age 59 1/2 may be subject to a 10% tax penalty. In addition, all or a portion of the withdrawal may be subject to federal income taxes (see "Federal Income Taxes" in Appendix E).

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%. This range is subject to change. The method used to assess premium tax will be determined by Nationwide at its sole discretion in compliance with state law.

If applicable, Nationwide will deduct premium taxes from the contract either at:

- 1) the time the contract is issued;
- 2) the time the contract is surrendered;

- 3) annuitization; or
- 4) such earlier date as Nationwide becomes subject to premium taxes.

10

SHORT-TERM TRADING FEES

Some investment options 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 investment option (and contract owners with interests allocated in the investment option) 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 investment option 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 investment options that charge such fees (see the investment option prospectus). Any short-term trading fees paid are retained by the investment option, not by Nationwide, and are part of the investment option's assets. Contract owners are responsible for monitoring the length of time allocations are held in any particular investment option. Nationwide will not provide advance notice of the assessment of any applicable short-term trading fee.

For a complete list of the investment options offered under the contract that assess (or reserve the right to assess) a short-term trading fee, please see "Investment Option Annual Expenses" earlier in this prospectus.

If a short-term trading fee is assessed, the investment option 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 investment option; 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. Transactions that are not subject to short-term trading fees include:

- o the redemption of annuity income units to make annuity payments;
- o the redemption of annuity income units to pay death benefits, if applicable;
- o withdrawals from the contract (as permitted under the income option selected); or
- o variable to fixed transfers, as discussed in the "Transfers between Variable Annuity Payments and Fixed Annuity Payments" provision.

New share classes of certain currently available investment options may be added to the contracts. These new share classes may require the assessment of short-term trading or redemption fees. When these new share classes are added, sub-account transfers to the investment options in question may be limited to the new share class.

OPTIONAL CONTRACT BENEFITS, CHARGES AND DEDUCTIONS

AMERICA'S INCOME ANNUITY INCOME FOUNDATIONSM RIDER (AIA INCOME FOUNDATION RIDER)

If the contract owner elected the AIA Income Foundation Rider, Nationwide will deduct an additional amount equal to an annualized rate of 1.00% of the daily net assets of the variable account. This charge is in addition to the variable account charges of 1.25% assessed against every contract. This charge reimburses Nationwide for the increased risk assumed in guaranteeing variable annuity payments with this optional benefit. If the charge is insufficient to cover actual expenses, the loss will be borne by Nationwide. Nationwide could also profit from this charge.

PARTIES WITH INTERESTS IN THE CONTRACT

CONTRACT OWNER

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.

JOINT OWNER

Joint owners each own an undivided interest in the contract. Joint owners must be spouses at the time joint ownership is requested unless state law requires Nationwide to allow non-spousal joint owners. A joint owner may only be named in Non-Qualified Contracts.

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 a contract owner who IS NOT the annuitant dies before the income start date and there is a surviving joint owner, the joint owner will become the contract owner.

If the contract owner who IS the annuitant dies before the income start date and there is a surviving joint owner, the contract will terminate and Nationwide will pay the contract value to the joint owner.

11

ANNUITANT AND JOINT ANNUITANT

The annuitant (and joint annuitant, if applicable) must be age 85 or younger at the time of contract issuance, unless Nationwide approves a request for an annuitant or joint annuitant of greater age. Once designated, the annuitant and joint annuitant, if applicable, cannot be changed. Joint annuitants can be named only if permitted under the elected income option.

PAYEE

The payee is the person designated, at the time of application, by the contract owner to receive annuity payments. If no payee is designated at the time of application, the payee will be the annuitant.

BENEFICIARY AND CONTINGENT BENEFICIARY

The beneficiary is the person who may receive benefits under the contract if the annuitant (and joint annuitant, if any) dies after the income start date. The contract owner can name more than one beneficiary. The beneficiaries will share the benefits equally, unless otherwise specified.

If no beneficiary survives the annuitant (and the joint annuitant, if any), the beneficiary's rights will vest in the contingent beneficiary. Contingent beneficiaries will share the benefits equally, unless otherwise specified.

If no beneficiary or contingent beneficiary survives the annuitant (and the joint annuitant, if any), all beneficiary rights will vest with the contract owner or the last surviving contract owner's estate.

If the annuitant (and joint annuitant, if any) dies before the income start date, and there is no surviving contract owner or joint owner, Nationwide will pay the contract proceeds to the beneficiary.

OWNERSHIP RIGHTS

OWNERSHIP RIGHTS AT THE TIME OF APPLICATION

At the time of application, the contract owner designates/elects:

- 1) an annuitant, and if applicable, a joint annuitant;
- 2) a payee to whom annuity payments will be made;
- 3) the frequency of payments, income option, assumed investment return (if applicable), and income start date;
- 4) a beneficiary, and if applicable, a contingent beneficiary;
- 5) the portion of the purchase payment used to purchase fixed annuity payments and/or variable annuity payments;
- 6) the allocation among investment options, if applicable; and

- 7) any optional benefits that may be provided under the elected income option.

Once elected, the income option cannot be changed.

OWNERSHIP RIGHTS BETWEEN THE DATE OF ISSUE AND THE INCOME START DATE

Between the date of issue and the income start date, the contract owner has the right to:

- 1) cancel the contract during the free look period;
- 2) change the beneficiary and/or the contingent beneficiary;
- 3) change allocations among investment options;
- 4) request a "variable to fixed transfer" whereby a portion of the purchase payment that was originally designated to provide variable annuity payments is transferred in order to provide fixed annuity payments. Variable to fixed transfers are irrevocable and subject to the terms and conditions described in the "Transfers between Variable Annuity Payments and Fixed Annuity Payments" provision;
- 5) elect to take a partial or full withdrawal, if permitted under the income option selected and subject to any restrictions described in this prospectus; and
- 6) elect or revoke a prior election of Annual Benefit Leveling (see "Annual Benefit Leveling").

OWNERSHIP RIGHTS BETWEEN THE INCOME START DATE AND PRIOR TO THE ANNUITANT'S DEATH

After the income start date and prior to the annuitant's death, the contract owner has the right to:

- 1) change the beneficiary and/or the contingent beneficiary;
- 2) change allocations among investment options;
- 3) request a "variable to fixed transfer" whereby a portion of the purchase payment that was originally designated to provide variable annuity payments is transferred in order to provide fixed annuity payments. Variable to fixed transfers are irrevocable and subject to the terms and conditions described in the "Transfers between Variable Annuity Payments and Fixed Annuity Payments" provision;
- 4) elect to take a partial or full withdrawal, depending on the income option selected and subject to any restrictions described in this prospectus; and
- 5) elect or discontinue Annual Benefit Leveling.

CHANGES

All changes, except those to Annual Benefit Leveling, will take effect as of the time such changes are recorded by Nationwide, whether or not the contract owner or annuitant is living at the time of the recording. Nationwide will not be liable for any payments made or actions taken by Nationwide before recording the change. Changes to Annual Benefit Leveling will take effect on the next anniversary of the income start date.

Nationwide may require that all changes be submitted in writing or in another form Nationwide deems acceptable. Nationwide may require that signatures be guaranteed by a member firm of a major stock exchange or other depository institution qualified to give such a guarantee.

OPERATION OF THE CONTRACT

PURCHASE PAYMENT

The minimum single purchase payment must be at least \$35,000. No additional purchase payments will be accepted or permitted. However, if the contract is being funded from multiple sources, Nationwide, at its sole discretion, may permit multiple deposits into the contract prior to the income start date.

12

The cumulative total of all purchase payments under contracts issued by Nationwide on the life of any one annuitant cannot exceed \$2,000,000 for single life income options or term certain income options, and \$3,000,000 for joint life income options without Nationwide's prior consent.

ALLOCATION OF THE PURCHASE PAYMENT

For any particular income option, the single purchase payment may be allocated to provide variable annuity payments, fixed annuity payments, or a combination

of both. Changes to this allocation are permitted as described in the "Transfers between Variable Annuity Payments and Fixed Annuity Payments" provision.

Nationwide allocates that portion of the purchase payment intended for variable annuity payments to investment options as instructed by the contract owner. Shares of the investment options are purchased by the variable account at net asset value and temporarily maintained as accumulation units until being converted into annuity income units on the income start date. Contract owners can change allocations or make exchanges among the sub-accounts subject to conditions imposed by the investment options and those set forth in the contract.

If the AIA Income Foundation Rider was elected, additional restrictions apply to allocations of purchase payment and subsequent exchanges of variable account value, see "AIA Income Foundation Rider" later in this prospectus.

PRICING

The portion of the single purchase payment designated for variable annuity payments will be allocated to sub-accounts and will be priced at the unit value determined no later than 2 business days after receipt of an order to purchase if the application and all necessary information are complete. If the application is not complete, Nationwide may retain the purchase payment for up to 5 business days while attempting to complete it. If the application is not completed within 5 business days, the prospective purchaser will be informed of the reason for the delay. The purchase payment will be returned unless the prospective purchaser specifically allows Nationwide to hold the purchase payment until the application is completed.

The purchase payment will not be priced when the New York Stock Exchange is closed or on the following nationally recognized holidays:

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

Nationwide also will not price the purchase payment 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, account value may be affected since the contract owner will not have access to their account.

TRANSFERS BETWEEN VARIABLE ANNUITY PAYMENTS AND FIXED ANNUITY PAYMENTS

Any portion of the single purchase payment that is allocated to provide fixed annuity payments may not be transferred to provide variable annuity payments.

Subject to certain terms and conditions, all or a portion of the single purchase payment that is allocated to provide variable annuity payments may be transferred to provide fixed annuity payments. This type of transfer, referred to as a "variable to fixed transfer," is irrevocable. Once a variable to fixed transfer is complete, the transferred amount must remain allocated to provide fixed annuity payments for the duration of the contract. The amount transferred cannot be transferred back to provide variable annuity payments.

Variable to fixed transfers are only available after the later of July 1, 2004 or the date state insurance authorities approve applicable contract modifications.

Currently, Nationwide does not assess a fee for variable to fixed transfers on any contracts. However, Nationwide reserves the right to assess a variable to fixed transfer processing fee, which will equal the lesser of \$25 or 2% of the amount transferred. The fee will be deducted from the amount transferred. Nationwide reserves the right to assess this fee on contracts that have elected the AIA Income Foundation Rider while not assessing it against contracts that have not elected the AIA Income Foundation Rider.

Each variable to fixed transfer request is subject to the following terms and conditions:

- o variable to fixed transfers are not permitted prior to the end of the free look period;
- o the annuitant and joint annuitant, if applicable, must be younger than age 91 at the time the variable to fixed transfer is requested;
- o the minimum variable to fixed transfer amount is the lesser of \$10,000 or the total variable account value;
- o after the variable to fixed transfer, the variable account value must be at least \$2,000 (as of the date of the transfer). If a requested transfer would result in a variable account value of less than \$2,000, Nationwide will attempt to contact the contract owner to obtain revised instructions relating to the transfer. The contract owner may elect to:
 - >> cancel the transaction;
 - >> decrease the amount of the variable to fixed transfer so that the variable account value will be \$2,000 or more; or
 - >> transfer all variable account value to provide for fixed annuity payments.

13

- o variable to fixed transfers are not permitted if:
 - >> the contract owner elected a Term Certain with Enhanced Death Benefit (only available for contracts issued prior to May 1, 2002) income option; or
 - >> the contract owner elected a Term Certain income option there are fewer than 5 years remaining in the term certain period;
- o Nationwide reserves the right to limit the number of variable to fixed transfers to 1 per calendar quarter and 20 over the life of the contract;
- o Nationwide reserves the right to prohibit variable to fixed transfers during the remaining term certain period if:
 - >> the contract owner elected a Single Life with Term Certain income option or a Joint and 100% Last Survivor with Term Certain income option; and
 - >> the contract owner has taken a withdrawal from the contract, as permitted by the income option elected;
- o annuity payments resulting from variable to fixed transfers will be of the same frequency as existing fixed annuity payments; and
- o variable to fixed transfer requests must be submitted in writing and must be signed by the contract owner(s).

Variable to fixed transfers will be taken proportionately from each sub-account based on current allocations. Variable to fixed transfers do not count as a transfer event.

If a contract owner elected the AIA Income Foundation Rider, the following additional terms and conditions apply to variable to fixed transfer requests:

- o the guaranteed floor payment in effect at the time of the variable to fixed transfer request will be reduced by the ratio of the amount transferred to the variable account value; and
- o amounts available for variable to fixed transfers will not reflect the guaranteed floor amount effective at the time of the transfer request.

Each variable to fixed transfer will constitute a new fixed annuity segment (a series of fixed annuity payments), which will be calculated as of the date of the transfer. Fixed annuity segments resulting from variable to fixed transfers will be of the same frequency and will be applied to the same income option that was elected at the time of application. The only factor that will differ among fixed annuity segments is the purchase rate, which is based on current market conditions at the time the fixed annuity segment is determined. Due to the varying market conditions, the purchase rates may be more or less favorable at the time each fixed annuity segment is determined.

When multiple transactions are effected on a contract on the same day that a variable to fixed transfer is requested (for example, a sub-account transfer or a withdrawal), the variable to fixed transfer will be processed last. This could have an effect on whether or not the variable to fixed transfer request meets the terms and conditions described above.

The fixed annuity payment purchased by the variable to fixed transfer will be reflected in the next annuity payment calculated, unless the contract owner has elected Annual Benefit Leveling. If Annual Benefit Leveling is in effect, the fixed annuity payment purchased by the variable to fixed transfer will be reflected in the first annuity payment on the next income start date anniversary.

Some state jurisdictions do not permit contract owners to take withdrawals from the fixed annuity payment portion of the contract. In these state jurisdictions, if the contract owner elected an income option that permits withdrawals, a variable to fixed transfer will effectively reduce the amount of commutation value that the contract owner can withdraw.

TRANSFER RESTRICTIONS

Neither the contracts described in this prospectus nor the investment options 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 options 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:

- o the dilution of the value of the investors' interests in the investment option;
- o investment option managers taking actions that negatively impact performance (keeping a larger portion of the investment option assets in cash or liquidating investments prematurely in order to support redemption requests); and/or
- o 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 assurance that all the risks associated with short-term trading will be completely eliminated by these processes and/or restrictions.

Redemption Fees

Some investment options may assess (against the variable account) 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 investment option. Redemption fees compensate the investment option for any negative impact on fund performance resulting from short-term trading. For more information on short-term trading fees, please see the "Short-Term Trading Fees" provision.

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.

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
-----	-----
6 or more transfer events in one calendar quarter	Nationwide will mail a letter to the contract owner notifying them that: (1) they have been identified as engaging in harmful trading practices; and (2) if their transfer events exceed 11 in 2 consecutive calendar quarters or 20 in

one calendar year, the contract owner will be limited to submitting transfer requests via U.S. mail.

More than 11 transfer events in 2 consecutive calendar quarters
OR
More than 20 transfer events in one calendar year

Nationwide will automatically limit the contract owner to submitting transfer requests via U.S. mail.

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

Managers of Multiple Contracts

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

Other Restrictions

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.

SUB-ACCOUNT TRANSFERS

A contract owner may request to transfer allocations among the sub-accounts at any time, subject to terms and conditions imposed by the contract and the investment options.

A contract owner is permitted 20 "transfer events" each calendar year without restriction. A "transfer event" is any valuation date on which allocations are moved between investment options, regardless of the quantity of reallocations. For example, if a contract owner moves variable account value between 20 sub-accounts in one day, the entire reallocation only counts as one transfer event.

If, in any calendar year, a contract owner exceeds the 20 transfer event limit, the contract owner will be required to submit any additional transfer requests via U.S. mail. Nationwide will reset the transfer limit each January 1st. The number of transfer events permitted each year is not cumulative; transfer events not used in a given calendar year may not be carried over into subsequent calendar years.

Amounts transferred between the sub-accounts will receive the annuity income unit value that is next computed immediately following receipt of the transfer request.

Sub-Account Transfer Requests

Nationwide will accept sub-account transfer requests in writing or over the telephone. 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 withdraw the telephone exchange privilege at any time upon written notice to contract owners.

RIGHT TO EXAMINE AND CANCEL

Contract owners have a ten day "free look" to examine the contract. The contract may be returned to Nationwide's home office for any reason within ten days of receipt and Nationwide will refund the contract value or another amount required by law. The refunded contract value will reflect the deduction of any contract charges, unless otherwise required by law. All IRA and Roth IRA refunds will be a return of the purchase payment. State and/or federal law may provide additional free look privileges.

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.

WITHDRAWALS (REDEMPTIONS)

The contract owner may take a withdrawal after the end of the free look period if the contract owner elected one of the following income options at the time of application: Single Life with Term Certain; Joint and 100% Last Survivor with Term Certain; Term Certain; or Term Certain with Enhanced Death Benefit. If the contract owner did not elect one of the income options listed above, the contract owner may not withdraw value from the contract. Withdrawals may not be permitted in all states.

15

Withdrawal requests must be in writing or in a form otherwise acceptable to Nationwide. Nationwide reserves the right to require that the signature(s) be guaranteed by a member firm of a major stock exchange or other depository institution qualified to give such a guarantee.

Nationwide will pay any amounts withdrawn from the sub-accounts to the contract owner within 7 days of receipt of a proper request and instructions satisfactory to Nationwide.

Nationwide reserves the right to delay payment of a withdrawal from the fixed annuity payment portion of the contract for up to 6 months from the date of the withdrawal request.

WITHDRAWALS BEFORE THE INCOME START DATE

If the income option elected so permits, a contract owner may take a withdrawal after the free look period and before the income start date. The variable account value on the date of withdrawal will reflect the investment performance of the sub-accounts chosen by the contract owner. A CDSC will apply.

If the contract owner elected the AIA Income Foundation Rider, the initial guaranteed floor payment amount determined at contract issuance will be reduced to reflect the withdrawal.

WITHDRAWALS ON OR AFTER THE INCOME START DATE

If the income option elected so permits, a contract owner may take a withdrawal on or after the income start date. The amount available for withdrawal on or after the income start date will be based on the commutation value and will reflect the investment performance of the sub-accounts chosen by the contract owner. A CDSC may apply.

After the income start date, distributions other than regular annuity payments are generally required to be included in income for federal income tax purposes. However, this general rule does not apply to a complete withdrawal or redemption of a contract - a portion of the amount received in a complete withdrawal or redemption may be treated for federal income tax purposes as the tax-free return of investment in the contract. Partial withdrawals or redemptions other than regular annuity payments are generally required to be included in income. The Internal Revenue Code, Treasury Regulations, and other informational releases by the IRS contain complex rules regarding the taxation of distributions from annuity contracts. The contract owner should review these tax documents and consult with a tax adviser prior to requesting a distribution.

Commutation Value of Variable Annuity Payments

The commutation value of variable annuity payments is equal to the present value of the variable annuity payments remaining in the term certain period. This present value is calculated using the assumed investment return for the contract and the annuity income unit values determined at the next unit value calculation after Nationwide receives the withdrawal request.

If a contract owner who has elected Annual Benefit Leveling takes a full withdrawal, the withdrawn amount will be made up of two components:

- 1) the commutation values, which do not include amounts allocated to Annual Benefit Leveling; and
- 2) the present value of the leveled variable annuity payments scheduled to be paid after Nationwide receives complete instructions, but before the next income start date anniversary.

The present value of these payments will be calculated using the Annual Benefit Leveling interest rate that was assumed when the leveled payment amount was determined.

If a contract owner who has elected Annual Benefit Leveling takes a partial withdrawal, no portion of the present value of the leveled variable annuity payments scheduled to be paid before the next income start date anniversary may be withdrawn. Only the commutation value of amounts remaining in the investment options or of the fixed annuity payments may be withdrawn.

If a contract owner elected the AIA Income Foundation Rider, the commutation value of amounts available for withdrawal will not reflect the value of guaranteed floor payments. There is no guaranteed commutation value associated with the AIA Income Foundation Rider.

Commutation Value of Fixed Annuity Payments

The commutation value of fixed annuity payments is defined in Appendix B.

PARTIAL WITHDRAWALS (PARTIAL REDEMPTIONS)

If a partial withdrawal is allowed under the income option and elected, the contract owner must specify the percentage of the withdrawal to be taken from fixed annuity payments and/or variable annuity payments.

A partial withdrawal will result in the reduction of the remaining term certain period payments. If the contract owner elects a partial withdrawal of fixed annuity payments, Nationwide will proportionally reduce the remaining payments in the term certain period by the ratio of the withdrawal amount received from fixed annuity payments, plus any CDSC, to the total commutation value available from fixed annuity payments. If the contract owner elects a partial withdrawal of variable annuity payments, for the remainder of the term certain period, Nationwide will reduce the number of annuity income units provided by each sub-account on a pro-rata basis.

If the contract owner who elected the AIA Income Foundation Rider takes a partial withdrawal as permitted by the income option elected, Nationwide will reduce the amount of the current guaranteed floor payment to reflect the partial withdrawal (during the term certain period), see "Income Options."

If Annual Benefit Leveling is in effect, no portion of the contract designated to make variable annuity payments for the remainder of the contract year may be withdrawn.

The minimum partial withdrawal amount is \$2,000. Other minimum amounts may apply in some states. In addition, each remaining annuity payment after the partial withdrawal must equal \$100 or more.

A CDSC may apply. The CDSC deducted is a percentage of the amount requested by the contract owner. Amounts

16

deducted for CDSC are not subject to subsequent CDSC. The contract owner may take the CDSC from either:

- a) the amount requested; or
- b) the commutation value remaining after the contract owner has received the requested amount.

If the contract owner does not make a specific election, any applicable CDSC will be taken from the commutation value remaining after the contract owner has received the requested amount.

Nationwide reserves the right to prohibit variable to fixed transfers for the duration of the term certain period if a contract owner who has elected a Single Life with Term Certain income option or a Joint and 100% Last Survivor with Term Certain income option takes a partial withdrawal from the contract.

FULL WITHDRAWALS (FULL REDEMPTIONS)

A full withdrawal is only permitted under the following income options: Term Certain and Term Certain with Enhanced Death Benefit. The commutation value upon full withdrawal may be more or less than the purchase payment made to the contract. The commutation value will reflect variable account charges, investment option charges, the investment performance of the investment options, prior redemptions, and annuity payments. A CDSC may apply. Upon full withdrawal, the contract is terminated.

If a contract owner who elected the AIA Income Foundation Rider takes a full withdrawal, the commutation value will not reflect the value of guaranteed floor payments. There is no guaranteed commutation value associated with the AIA Income Foundation Rider.

RESTRICTIONS ON WITHDRAWALS FROM A TAX SHELTERED ANNUITY

The withdrawal of interest in the contract attributable to contributions made pursuant to a salary reduction agreement (within the meaning of Internal Revenue Code Section 402(g)(3)(C)), or transfers from a custodial account (as described

in Internal Revenue Code Section 403(b)(7)), may be executed only if otherwise permitted by the contract and:

- 1) when the contract owner attains age 59 1/2, separates from service, dies, or becomes disabled (within the meaning of Internal Revenue Code Section 72(m)(7)); or
- 2) in the case of hardship (as defined for purposes of Internal Revenue Code Section 401(k)), provided that any withdrawal in the case of hardship may not include any income attributable to salary reduction contributions.

These withdrawal limitations apply to the withdrawal of interest in the contract attributable to the following:

- 1) salary reduction contributions to Tax Sheltered Annuities made for plan years beginning after December 31, 1988;
- 2) earnings credited to such contracts after the last plan year beginning before January 1, 1989, on amounts attributable to salary reduction contributions; and
- 3) all amounts transferred from custodial accounts described in Internal Revenue Code Section 403(b)(7) (except that employer contributions and earnings in such accounts as of December 31, 1988, may be withdrawn in the case of hardship).

These provisions explain Nationwide's understanding of current withdrawal restrictions. These restrictions may change.

Distributions pursuant to Qualified Domestic Relations Orders will not violate the restrictions stated above, but may be subject to restrictions found in the employer's plan or the Internal Revenue Code.

ASSIGNMENT

Contract rights are personal to the contract owner and may not be assigned.

ANNUITY PAYMENTS

INCOME START DATE

The income start date is the date chosen by the contract owner as the date for annuity payments to begin. The income start date must be no earlier than the day after the end of the free look period and no later than one year after the date of issue. In connection with the income start date, the contract owner also elects the frequency of annuity payment dates.

FREQUENCY AND AMOUNT OF ANNUITY PAYMENTS

Payments are made based on the income option and frequency selected. Payment frequencies available are: monthly, quarterly, semi-annually, or annually. In no event will Nationwide make payments less frequently than annually.

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.

Annuity payments will generally be received within 7 to 10 days after each annuity payment date.

FORM OF ANNUITY PAYMENT

The contract owner may elect to receive annuity payments by electronic funds transfer or by check. If the contract owner makes no election as to the payment method, Nationwide will make annuity payments via electronic funds transfer. The contract owner may change the form of payment at any time by notifying Nationwide in writing.

For contracts issued on or after May 1, 2004, Nationwide reserves the right to assess a fee, not to exceed \$15, for each annuity payment made by check. No such charge will be assessed to contracts issued prior to May 1, 2004. The check fee compensates Nationwide for expenses related to processing and mailing checks. The fee will be deducted from each annuity payment check issued.

FIXED ANNUITY PAYMENTS

Fixed annuity payments provide for level annuity payments. The fixed annuity payments will remain level unless the income option calls for a reduction in the annuity income upon withdrawal or death of the annuitant (or joint annuitant). See Appendix B.

VARIABLE ANNUITY PAYMENTS

Variable annuity payments will vary depending on the performance of the investment options selected.

Assumed Investment Return

An assumed investment return is the net investment return required to maintain level variable annuity payments. That is, if the net investment performance of each sub-account in which the contract owner invests exactly equals the assumed investment return for every payment period, then each payment will be the same amount. To the extent that investment performance is not equal to the assumed investment return 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 the assumed investment return during that time. Conversely, payments will decrease from one payment to the next if the annualized net rate of return is less than the assumed investment return during that time.

At the time of application, the contract owner elects one of three available assumed investment return percentages: 3.5%, 5.0%, or 6.0%. This percentage cannot be changed after contract issuance. Refer to Appendix C for more information on selecting an assumed investment return percentage. One or more of the above assumed investment return percentages might not be available in all states. Please refer to your contract for specific information.

If the AIA Income Foundation Rider is elected, the assumed investment return percentage will be 3.0%

Nationwide uses this percentage rate of return to determine the amount of the first variable annuity payment.

First Variable Annuity Payment

The following factors determine the amount of the first variable annuity payment:

- o the portion of the purchase payment allocated to provide variable annuity payments;
- o the variable account value on the income start date;
- o the age and sex of the annuitant (and joint annuitant, if any);
- o the income option elected;
- o the frequency of annuity payments elected;
- o the income start date;
- o the selected assumed investment return (the net investment return required to maintain level variable annuity payments);
- o the deduction of applicable premium taxes; and
- o the date the contract was issued.

Subsequent Variable Annuity Payments

Variable annuity payments will vary with the performance of the investment options 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 income unit value for that sub-account as of the income start date. This establishes the number of annuity income units provided by each sub-account for each variable annuity payment after the first.

The number of annuity income units for each sub-account will remain constant, subject to the following exceptions:

- 1) if a reduction applies after the first death when the contract owner elected a joint and survivor income option;
- 2) if the contract owner takes a withdrawal, as permitted under the income option elected;
- 3) if the contract owner transfers value from one investment option to another;
- 4) if the contract owner incurs a redemption fee; or
- 5) if the contract owner makes a variable to fixed transfer.

The number of annuity income units for each sub-account is multiplied by the annuity income unit value for that sub-account for the valuation date 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 investment options is greater or lesser than the assumed investment return.

Value of an Annuity Income Unit

Annuity income unit values for sub-accounts are determined by:

- 1) multiplying the annuity income 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 an interest factor to neutralize the assumed investment return factor year built into the purchase rate basis for variable payment annuities. The assumed investment return factor corresponds with the assumed investment return chosen by the contract owner.

Net Investment Factor

The net investment factor 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 investment option as of the end of the current valuation period; and
- 2) the per share amount of any dividend or income distributions made by the investment option (if the date of the dividend or income distribution occurs during the current valuation period).

(b) is the net asset value of the investment option determined as of the end of the preceding valuation period.

18

(c) is a factor representing the daily variable account charges. The factor is equal to an annualized rate of 1.25% (1.45% if the income option with an Enhanced Death Benefit has been chosen) of the daily net assets of the variable account.

Changes in the net investment factor may not be directly proportional to changes in the net asset value of the investment option shares because of the deduction of variable account charges.

Though the number of annuity income units will not change as a result of investment experience, the value of an annuity income unit may increase or decrease from valuation period to valuation period.

ANNUAL BENEFIT LEVELING

If the contract owner elects Annual Benefit Leveling, variable annuity payments will be adjusted to reflect the performance of the investment options once every 12 months, instead of with every payment.

On the income start date (or the income start date anniversary on which Annual Benefit Leveling begins), the number of annuity income units necessary to make the payments for the following year will be calculated. These annuity income units will be redeemed from the sub-accounts and the redemption proceeds are immediately transferred to Nationwide's general account. The Annual Benefit Leveling interest rate in effect on the income start date or income start date anniversary will be used to calculate the guaranteed amount of level payments for the following year.

The level payment calculated on each subsequent income start date anniversary could be higher or lower than the level payment for the previous year.

An election to start or discontinue Annual Benefit Leveling will take effect only on the income start date or anniversary thereof. In order for such an election to take effect on the next income start date anniversary, Nationwide must receive the election at least 5 days prior to the income start date anniversary. If a contract owner elects Annual Benefit Leveling, the process of calculating leveled variable annuity payments will take place on each subsequent income start date anniversary until the contract owner instructs Nationwide otherwise.

Nationwide reserves the right to discontinue Annual Benefit Leveling. If Nationwide does discontinue this program, any contract owner receiving leveled variable annuity payments will continue to do so until the next income start date anniversary.

AMERICA'S INCOME ANNUITY INCOME FOUNDATIONSM RIDER

The AIA Income Foundation Rider can only be elected at the time of application. If elected, Nationwide will deduct an additional 1.00% of the daily net assets of the variable account. This charge is in addition to the variable account charges of 1.25% assessed against every contract. This charge will be assessed for the life of the contract. The charge associated with the AIA Income Foundation Rider is not assessed against the fixed annuity portion of the contract. Election of the Rider is irrevocable.

The AIA Income Foundation Rider provides the contract owner with a choice between two guaranteed variable annuity payment options ("GVAP options"): an 85% Level Floor, or a 75% Step-Up Floor. Once the GVAP option is chosen, it cannot be changed.

Nationwide calculates and pays variable annuity payments under the contract according to the income option and frequency selected by the contract. Calculated variable annuity payments will vary with the performance of the investment options chosen by the contract owner. Contract owners who elect the AIA Income Foundation Rider receive a guarantee that when market declines cause their calculated variable annuity payment amount to fall below the guaranteed floor amount, Nationwide will make up the difference such that the contract owner will receive a guaranteed payment, regardless of poor market performance.

Nationwide determines the first guaranteed floor payment at contract issuance. If the 85% Level Floor is elected, the guaranteed floor payment amount determined at contract issuance will not change for the life of the contract, subject to the terms of the contract. (See, "Reductions in the Guaranteed Floor Payment"). If the 75% Step-Up Floor is elected, Nationwide will recalculate the guaranteed floor payment on each Income Start Date Anniversary. The guaranteed floor payment under this option will not be reduced, and may even increase, subject to the terms of the contract. (See "Reduction in the Guaranteed Floor Payment" and "75% Step-Up Floor").

The AIA Income Foundation Rider will also protect payments for contracts that have elected Annual Benefit Leveling. (See, "Guaranteed Floor Payment and Annual Benefit Leveling").

DETERMINING THE GUARANTEED FLOOR PAYMENT

At contract issuance, Nationwide will determine the amount of the initial guaranteed floor payment. Nationwide will use a projected first variable annuity payment and apply the chosen GVAP option to determine the amount of the initial guaranteed floor payment. Nationwide considers the following factors when calculating the projected first variable annuity payment:

- o the amount of the purchase payment allocated to variable annuity payments;
- o any applicable contract charges;
- o an Assumed Investment Return of 3.0%; and
- o the annuity purchase rate guaranteed at the time of contract issuance.

Annuity purchase rates may vary by income option, annuitant age, sex, time of issue, annuity type (fixed vs. variable), and Assumed Investment Return.

The guaranteed floor payment under the 85% Level Floor option will be 85% of the first projected variable annuity payment described above. This guaranteed floor payment will remain in effect for the life of the contract, subject to the contract's terms (see "Reductions in the Guaranteed Floor Payment"). If at any time during the life of the contract the contract owner's calculated variable annuity payments fall below the guaranteed floor payment established at contract

19

issuance, Nationwide will pay the contract owner the guaranteed floor payment.

The guaranteed floor payment under the 75% Step-Up Floor option will be 75% of the first projected variable annuity payment described above. This initial guaranteed floor payment will remain in effect until the first Income Start Date anniversary, subject to the contract's terms (see "Reductions in the Guaranteed Floor Payment"). Upon the first, and every subsequent Income Start Date anniversary, Nationwide will recalculate the guaranteed floor payment (see, "75% Step-Up Floor"). If at any time during the life of the contract the contract owner's calculated variable annuity payments fall below the guaranteed floor payment currently in effect, Nationwide will pay the current guaranteed floor payment.

The first variable annuity payment due to the contract owner will be calculated on the Income Start Date. Nationwide uses the Assumed Investment Return to determine the amount of the first variable annuity payment. For contracts that have elected the AIA Income Foundation Rider, the Assumed Investment Return will be 3.0%. Please refer to "Variable Annuity Payment" for more information on how the first and subsequent variable annuity payments are calculated.

The first variable annuity payment made to the contract owner is protected by the GVAP option selected. Thus, the first payment received by the contract owner could be the guaranteed floor payment if the first calculated variable annuity payment is less than the guaranteed floor payment.

75% Step-Up Floor

On each one-year anniversary of the Income Start Date, Nationwide will recalculate the guaranteed floor payment under this option. The new guaranteed floor payment amount on each Income Start Date anniversary will be the greater of:

1. the previous year's guaranteed floor payment; or
2. 75% of the variable annuity payment calculated on the Income Start Date anniversary (without regard to Annual Benefit Leveling, if elected).

The guaranteed floor payment will be recalculated each Income Start Date Anniversary until the contract is terminated. There is no maximum guaranteed amount. The guaranteed floor payment amount is subject to reduction in accordance with the terms of the contract (see "Reductions in the Guaranteed Floor Payment").

GUARANTEED FLOOR PAYMENT AND ANNUAL BENEFIT LEVELING

If the contract owner has elected to receive level payments under Annual Benefit Leveling, Nationwide will compare the payment due under Annual Benefit Leveling with the guaranteed floor payment calculated on the Income Start Date (and each subsequent Income Start Date anniversary). The payment actually received, if Annual Benefit Leveling is in effect, will be the higher of the two calculations. Nationwide will make this comparison on each Income Start Date anniversary for as long as the contract owner continues Annual Benefit Leveling, see "Annual Benefit Leveling" earlier in this prospectus.

REDUCTIONS IN THE GUARANTEED FLOOR PAYMENT

The guaranteed floor payment will be reduced:

- o if the contract owner incurs a redemption fee;
- o if the contract owner makes a variable to fixed transfer;
- o if the contract owner takes a withdrawal (as permitted under the income option elected);
- o in the same ratio as the calculated variable annuity payment is reduced when a reduction applies after the first death for joint and survivor income options (see "Income Options"); or
- o to reflect distributions to multiple beneficiaries where any beneficiary elects to continue payments under the contract following the death of the annuitant (see "Death of Annuitant").

Redemption fees will reduce the guaranteed floor payment by the ratio of amount transferred to variable account value.

If the contract owner makes a variable to fixed transfer, the guaranteed floor payment will be reduced by the ratio of the amount transferred to variable account value. If the entire value of the contract is transferred to make fixed payments, the benefit associated with the Rider will terminate and the charge associated with the Rider will no longer be assessed.

Withdrawals taken according to any term certain income option will reduce the guaranteed floor payment by the same ratio as the calculated variable annuity payment is reduced (during the term certain period), see "Income Options."

CONDITIONS ASSOCIATED WITH THE AIA INCOME FOUNDATION RIDER

The AIA Income Foundation Rider must be elected at application and the election is irrevocable. The applicant must choose one of the GVAP options: either the 85% Level Floor or the 75% Step-Up Floor. Once the GVAP option is chosen, it cannot be changed. The following conditions apply when the AIA Income Foundation Rider is elected:

- o Term-Certain payment options with periods of less than 10 years cannot be elected.

- o Nationwide reserves the right to assess a fee on any variable to fixed transfer of contract value when the Rider is elected. The fee will be the lesser of \$25 or 2% of the amount transferred. This transfer fee may not apply to contracts that do not elect the Rider see "Contract Expenses" earlier in this prospectus.
- o If only fixed annuity payments are elected, the Rider is unavailable.
- o The list of available investment options in the contract is restricted.
- o Allocations (including exchanges) to the variable investment options are subject to certain allocation restrictions.

There is no guaranteed commutation value associated with the election of a GVAP option. Accordingly, amounts paid by Nationwide due to withdrawal or lump sum death benefit distribution will not reflect the future value of any guaranteed

floor payments. Additionally, amounts available for variable to fixed transfer will not reflect the value of the guaranteed floor payment in effect at the time of the transfer request.

AVAILABLE INVESTMENT OPTIONS

Nationwide makes only certain investment options available when a contract owner elects the AIA Income Foundation Rider. Nationwide selected the available options on the basis of certain risk factors associated with the investment option's investment objective. Investment options not made available in conjunction with the AIA Income Foundation Rider were excluded on the basis of similar risk considerations.

Nationwide will limit the amount of variable account value that can be allocated to certain investment options when the AIA Income Foundation Rider is elected.

Specifically, if a contract owner allocates any portion of the initial purchase payment to any Category II Investment Options, then Nationwide may require up to 30% of the purchase payment be allocated among the Category I Investment Options.

An allocation to the Category I Investment Options is only required if variable account value is also allocated to Category II Investment Options. In other words, if no allocation is made to the Category II Investment Options, then there is no minimum required allocation to Category I Investment Options.

Subsequent exchange requests may be rejected if their execution would result in final allocations that do not meet the current allocation requirements. Currently, Nationwide requires that 20% of variable account value be allocated among Category I Investment Options if any portion of variable account value is allocated among the Category II Investment Options.

These allocation restrictions apply to the initial purchase payment as well as any subsequent transfers among the investment options. Nationwide will notify the contract owner if a requested allocation of initial purchase payment or subsequent exchange cannot be completed.

Below is a list of available investment options when the AIA Income Foundation Rider is elected.

 CATEGORY I INVESTMENT OPTIONS

- AMERICAN CENTURY VARIABLE PORTFOLIOS, INC.
 - o American Century VP Inflation Protection Fund: Class II
- FEDERATED INSURANCE SERIES
 - o Federated Quality Bond Fund II: Primary Shares
- FIDELITY VARIABLE INSURANCE PRODUCTS FUND II
 - o VIP Investment Grade Bond Portfolio: Service Class
- GARTMORE VARIABLE INSURANCE TRUST
 - o Gartmore GVIT Government Bond Fund: Class I
 - o Gartmore GVIT Money Market Fund: Class I
- NEUBERGER BERMAN ADVISORS MANAGEMENT TRUST
 - o AMT Limited Maturity Bond Portfolio: Class I
- T. ROWE PRICE EQUITY SERIES, INC.
 - o T. Rowe Price Limited Term Bond: Class II
- VAN KAMPEN
 - o THE UNIVERSAL INSTITUTIONAL FUNDS
 - o Core Plus Fixed Income Portfolio: Class II

 CATEGORY II INVESTMENT OPTIONS

AIM VARIABLE INSURANCE FUNDS, INC.

- o AIM V.I. Basic Value Fund: Series II Shares
- o AIM V.I. Capital Appreciation Fund: Series II Shares
- o AIM V.I. Capital Development Fund: Series II Shares

AMERICAN CENTURY VARIABLE PORTFOLIOS, INC.

- o American Century VP Ultra Fund: Class I
- o American Century VP Value Fund: Class I
- o American Century VP Vista Fund: Class II
- o American Century VP Mid Cap Value Fund: Class II

DREYFUS

- o Dreyfus Stock Index Fund, Inc.: Initial Shares
- o Dreyfus Variable Investment Fund - Appreciation Portfolio: Initial Shares

FIDELITY VARIABLE INSURANCE PRODUCTS FUND

- o VIP Equity-Income Portfolio: Service Class
- o VIP Growth Portfolio: Service Class

FIDELITY VARIABLE INSURANCE PRODUCTS FUND II

- o VIP Contrafund(R) Portfolio: Service Class

FIDELITY VARIABLE INSURANCE PRODUCTS FUND III

- o VIP Mid Cap Portfolio: Service Class 2
- o VIP Value Strategies Portfolio: Service Class

FRANKLIN TEMPLETON VARIABLE INSURANCE PRODUCTS TRUST

- o Franklin Rising Dividends Securities Fund: Class 2

GARTMORE VARIABLE INSURANCE TRUST

- o Dreyfus GVIT Mid Cap Index Fund: Class I
- o Gartmore GVIT Investor Destinations Aggressive Fund: Class II
- o Gartmore GVIT Mid Cap Growth Fund: Class I
- o Gartmore GVIT Nationwide(R) Fund: Class I
- o Gartmore GVIT U.S. Growth Leaders Fund: Class I
- o Van Kampen GVIT Comstock Value Fund: Class I

MFS(R) VARIABLE INSURANCE TRUST

- o MFS Investors Growth Stock Series: Service Class
- o MFS Value Series: Service Class

NEUBERGER BERMAN ADVISERS MANAGEMENT TRUST

- o AMT Regency Portfolio: Class S
- o AMT Socially Responsive Portfolio

OPPENHEIMER VARIABLE ACCOUNT FUNDS

- o Oppenheimer Capital Appreciation Fund/VA: Non-Service Shares

T. ROWE PRICE EQUITY SERIES, INC.

- o T. Rowe Price Blue Chip Growth Portfolio: Class II
- o T. Rowe Price Equity Income Portfolio: Class II

CATEGORY III INVESTMENT OPTIONS

FIDELITY VARIABLE INSURANCE PRODUCTS FUND IV

- o Fidelity VIP Freedom Fund 2010 Portfolio: Service Class 2
- o Fidelity VIP Freedom Fund 2020 Portfolio: Service Class 2
- o Fidelity VIP Freedom Fund 2030 Portfolio: Service Class 2

GARTMORE GVIT INVESTOR DESTINATIONS FUNDS: CLASS II

- o Gartmore GVIT Investor Destinations Conservative Fund: Class II
- o Gartmore GVIT Investor Destinations Moderately Conservative Fund: Class II

21

- o Gartmore GVIT Investor Destinations Moderate Fund: Class II
- o Gartmore GVIT Investor Destinations Moderately Aggressive Fund: Class II

INCOME OPTIONS

Contract owners must elect an income option. This election is made at the time of application and is irrevocable.

The income options available are:

- o Single Life;
- o Single Life with Term Certain;
- o Single Life with Cash Refund;
- o Joint and Last Survivor;
- o Joint and 100% Last Survivor with Term Certain;
- o Joint and 100% Last Survivor with Cash Refund;
- o Joint and 50% Survivor;
- o Term Certain; and
- o Term Certain with Enhanced Death Benefit (only available for contracts issued prior to May 1, 2002).

Each of the income options is discussed more thoroughly below.

SINGLE LIFE

The Single Life income 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. Any contract value not paid as of the date of the annuitant's death will be forfeited. No death benefit will be paid.

No withdrawals other than the scheduled annuity payments are permitted.

SINGLE LIFE WITH TERM CERTAIN

The Single Life with Term Certain income option provides that annuity payments will be paid during the annuitant's lifetime or for the term certain period selected by the contract owner on the application, whichever is longer.

During the term certain period, the owner may elect at any time prior to the death of the annuitant to withdraw all or a part of the value of the remaining term certain period payments. If the owner elects to take such a withdrawal, the annuity payments for the remaining term certain period will be reduced as described in the "Partial Withdrawals (Partial Redemptions)" provision. If, at the end of the term certain period, the annuitant is still alive, annuity payments will be calculated as if no withdrawal had been taken. However, the actual dollar amount of annuity payments may be more or less than the last payment prior to the withdrawal, since the dollar amount of annuity payments depends on the investment performance of the investment options elected by the contract owner. Withdrawals may be subject to a CDSC.

If the annuitant dies during this term certain period, the beneficiary will have the option to receive the commutation value of the remaining payments of the term certain period either periodically over the remainder of the term certain period, or in a single lump sum payment.

SINGLE LIFE WITH CASH REFUND

The Single Life with Cash Refund income option provides that annuity payments will be made during the lifetime of the annuitant.

If the annuitant dies before aggregate annuity payments actually received by the annuitant are at least equal to the purchase payment, less any premium tax, the difference between the aggregate annuity payments actually received by the annuitant and the purchase payment, less any premium tax, will be paid to the beneficiary in a single lump sum.

No withdrawals other than the death benefit or scheduled annuity payments are permitted.

JOINT AND LAST SURVIVOR

The Joint and Last Survivor income option provides for annuity payments to continue during the joint lifetimes of the annuitant and joint annuitant. After the death of either the annuitant or joint annuitant, payments will continue for the life of the survivor. Payments to the survivor will be 50%, 75%, or 100% of the amount that would have been paid if both annuitants were living, depending on which continuation percentage was selected by the contract owner on the application.

Payments will cease with the last payment due prior to the death of the last survivor of the annuitant and joint annuitant. Any contract value not paid as of the date of the last surviving annuitant's death will be forfeited. No death benefit will be paid.

No withdrawals other than the scheduled annuity payments are permitted.

JOINT AND 100% LAST SURVIVOR WITH TERM CERTAIN

The Joint and 100% Last Survivor with Term Certain income option provides for annuity payments to be made during the joint lifetimes of the annuitant and joint annuitant or for the term certain period selected by the contract owner on the application, whichever is longer. After the death of either the annuitant or joint annuitant, if the term certain period has not expired, payments will continue at the same level for the remainder of the term certain period. If either annuitant survives the expiration of the term certain period, payments will continue at the same level for the life of the survivor.

During the term certain period, the owner may elect at any time prior to the second death of the annuitant and joint annuitant to withdraw all or part of the value of the remaining term certain period payments. If the owner elects to take such a withdrawal, the annuity payments for the remaining term certain period will be reduced as described in the "Partial Withdrawals (Partial Redemptions)" provision. If, at the end of the term certain period, one (or both) of the annuitants is still alive, annuity payments will be calculated as if no withdrawal had been taken. However, the actual dollar amount of annuity payments may be more or less than the last payment prior to the withdrawal, since the

dollar amount of annuity payments depends on the investment performance of

the investment options elected by the contract owner. Withdrawals may be subject to a CDSC.

If the annuitant and joint annuitant die during the term certain period, the beneficiary will have the option to receive the commutation value of the remaining payments of the term certain period either periodically over the remainder of the term certain period, or in a single lump sum payment.

JOINT AND 100% LAST SURVIVOR WITH CASH REFUND

The Joint and 100% Last Survivor with Cash Refund income option provides for annuity payments to be made during the joint lifetimes of the annuitant and joint annuitant.

After the death of either the annuitant or joint annuitant, payments will continue at the same level for the life of the survivor.

If the survivor dies after the income start date, but before aggregate annuity payments actually received by the annuitant are at least equal to the single purchase payment, less any premium tax, the difference between the aggregate annuity payments actually received by the annuitant and the single purchase payment, less any premium tax, will be paid to the beneficiary in a single lump sum.

No withdrawals other than the death benefit and scheduled annuity payments are permitted.

JOINT AND 50% SURVIVOR

The Joint and 50% Survivor income option provides for annuity payments to be made during the joint lifetimes of the annuitant and joint annuitant.

After the death of the annuitant, payments of 50% of the amount that would have been paid if the annuitant were living will be made for the life of the joint annuitant. If the joint annuitant dies before the annuitant, the 50% reduction does not apply.

Payments will cease with the last payment due before the death of the last survivor of the annuitant and joint annuitant. Any contract value not paid as of the date of the last surviving annuitant's death will be forfeited. No death benefit will be paid.

No withdrawals other than the scheduled annuity payments are permitted.

TERM CERTAIN

The Term Certain income option provides for annuity payments to be made for the term certain selected by the contract owner on the application. Nationwide reserves the right to limit the availability of some term certain durations.

The contract owner may elect at any time prior to the annuitant's death to withdraw all or part of the value of the contract as set forth in the "Withdrawals (Redemptions)" provision. Withdrawals may be subject to a CDSC.

If the annuitant dies during the term certain period, the beneficiary will have the option to continue payments for the remainder of the period or to receive the commutation value of the remaining payments in a single lump sum payment.

TERM CERTAIN WITH ENHANCED DEATH BENEFIT (ONLY AVAILABLE FOR CONTRACTS ISSUED PRIOR TO MAY 1, 2002)

The Term Certain with Enhanced Death Benefit income option provides for annuity payments to be made for the term certain selected by the contract owner on the application.

The contract owner may elect at any time prior to the annuitant's death to withdraw all or part of the value of the contract. Withdrawals may be subject to a CDSC.

If the annuitant dies during the term certain period, the beneficiary will have the option to continue payments for the remainder of the period or to receive the death benefit in a single lump sum payment as described in the Lump Sum Death Benefit Option and Continuation of Payments Death Benefit Option below.

The Term Certain with Enhanced Death Benefit income option may not be available in all states.

Lump Sum Death Benefit Option

If the beneficiary elects to receive the death benefit in one lump sum, Nationwide will calculate the death benefit (after receipt of proper proof of death and complete instructions) as described below.

The beneficiary will receive the present value of any fixed annuity payments remaining in the term certain period.

Additionally, the beneficiary will receive the present value of any variable annuity payments remaining in the term certain period. This amount will be the greater of (1) or (2) where:

- (1) is the commutation value of the variable annuity payments remaining in the term certain period; and
- (2) is the commutation value of the variable annuity payments remaining in the term certain period, calculated as if each remaining payment would be equal to the highest variable annuity payment the annuitant received under the contract prior to the annuitant's attaining age 80 (or, if the annuitant died prior to attaining age 80, the date of the annuitant's death).

The commutation values will be calculated using the assumed investment return elected for the contract and will be proportionally adjusted for any partial withdrawals that have been taken.

If Annual Benefit Leveling is in effect, the present value of remaining variable annuity payments will be comprised of two components:

- (a) The non-leveled variable annuity payment component, which will equal the commutation value of the variable annuity payments remaining in the term certain period after the next income start date anniversary (which do not include leveled payments); and
- (b) The leveled variable annuity payment component, which will equal the commutation value of the remaining leveled variable annuity payments scheduled to be paid until the next income start date anniversary. The present value of these payments will be calculated using the Annual Benefit Leveling interest rate that was assumed when the leveled payment amount was determined.

23

Continuation of Payments Death Benefit Option

If the beneficiary elects to receive the death benefit in the form of annuity payments for the remainder of the term certain period, Nationwide will calculate the annuity payments (after receipt of proper proof of death and complete instructions) as described below.

The beneficiary will receive fixed annuity payments at the same level as prior to the annuitant's death for the remainder of the term certain period.

Additionally, the beneficiary will receive variable annuity payments for the remainder of the term certain period, based on a the number of annuity income units that correlates to the greater of (1) or (2) where:

- (1) is the dollar amount of the most recent variable annuity payment; and
- (2) is the dollar amount of the highest variable annuity payment the annuitant received under the contract prior to the annuitant's attaining age 80 (or, if the annuitant died prior to attaining age 80, the date of the annuitant's death).

Nationwide will proportionately adjust the number of annuity income units to equal the number of annuity income units in the greater of (1) or (2) above. The beneficiary is able to submit transfer requests to reallocate the contract value to other sub-accounts. Each remaining variable annuity payment will reflect the adjusted number of annuity income units and the performance of the sub-accounts in which they are invested.

Note, however, that if Annual Benefit Leveling is in effect at the time of the annuitant's death, the leveled variable annuity payments will continue at the same level until the next income start date anniversary and will not be included in the adjusted variable annuity payments described above.

The beneficiary may withdraw part or all of the remaining death benefit at any time. The amount withdrawn will be the commutation value, which is calculated as described in the "Withdrawals On or After the Income Start Date" provision, using the assumed investment return elected by the contract owner.

ANY OTHER OPTION

Income options not set forth in this provision may be available. Both Nationwide and the contract owner must approve any income option not set forth in this provision.

DEATH BEFORE THE INCOME START DATE

DEATH OF CONTRACT OWNER

If a contract owner (including a joint owner) who is not the annuitant dies before the income start date, no death benefit is payable and ownership rights will vest in the surviving joint owner. If there is no surviving joint owner, ownership rights will vest in the annuitant. Subject to the "Required Distributions" provisions in Appendix E, the annuitant will be entitled to receive scheduled annuity payments.

If the contract owner who is also the annuitant dies before the income start date, the terms of the "Death of Annuitant" provision apply.

DEATH OF ANNUITANT

If the annuitant dies before the income start date, the contract will terminate and Nationwide will pay the contract value to the surviving owner(s). If there is no surviving owner, the beneficiary will be entitled to elect a lump sum distribution or to receive annuity benefits in accordance with the "Required Distributions" provisions.

DEATH ON OR AFTER THE INCOME START DATE

DEATH OF CONTRACT OWNER

If a contract owner (including a joint owner) dies on or after the income start date, annuity payments will continue under the elected income option and ownership rights will vest in any surviving joint owner. If there is no surviving joint owner, ownership rights will vest in the annuitant.

DEATH OF ANNUITANT

If the annuitant dies on or after the income start date, the terms of the income option elected by the contract owner will apply.

Once Nationwide is notified of the annuitant's (and joint annuitant's, if applicable) death, any remaining term certain fixed or variable annuity payments will be suspended until Nationwide has received proper proof of death and complete instructions to either continue payments or pay the death benefit in a single lump sum. The availability of any withdrawals allowed by the selected income option will also be suspended for this period. In addition, the commutation value of any remaining term certain variable annuity payments will be transferred to the money market investment option no later than the valuation date following receipt by Nationwide of notification of death.

Once Nationwide receives proper proof of death and complete instructions, Nationwide will make any payments that were suspended. The amount of each suspended variable annuity payment will be determined using the annuity income unit values for the money market investment option on the date the variable annuity payment was originally scheduled to be made. No interest will be paid on any payments that were suspended. Once any remaining term certain fixed or variable annuity payments have resumed, the beneficiary shall have the right to make any transfers to other investment options allowed by the contract.

Instructions regarding payment of any death benefit provided by the income option selected must be in writing or in a form otherwise acceptable to Nationwide. Nationwide reserves the right to require that the signature(s) be guaranteed by a member firm of a major stock exchange or other depository institution qualified to give such a guarantee.

If a lump sum death benefit is available and has been elected, it will be paid to the beneficiary within seven days of receipt of proper proof of death and instructions satisfactory to Nationwide.

24

STATEMENTS AND REPORTS

Nationwide will mail to contract owners all statements and reports. Therefore, contract owners should promptly notify Nationwide of any address change.

These mailings will contain:

- o statements showing the contract's quarterly activity;
- o confirmation statements showing transactions that affect the contract's value; and
- o semi-annual and annual reports of allocated underlying mutual funds.

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 HOLDER DOCUMENTS

When multiple copies of the same disclosure document(s), such as prospectuses, supplements, proxy statements and semi-annual and annual reports are required to be mailed to multiple 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. Please call 1-866-223-0303 to resume regular delivery. Please allow 30 days for regular delivery to resume.

LEGAL PROCEEDINGS

Nationwide is a party to litigation and arbitration proceedings in the ordinary course of its business. It is not possible to determine the ultimate outcome of the pending investigations and legal proceedings or to provide reasonable ranges of potential losses. Some of the matters referred to below are in very preliminary stages, and Nationwide does not have sufficient information to make an assessment of 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, plaintiffs are seeking undefined amounts of damages or other relief, including punitive damages and equitable remedies, that are difficult to quantify and cannot be defined based on the information currently available. Nationwide does not believe, based on information currently known by Nationwide's management, that the outcomes of such pending investigations and legal proceedings are likely to have a material adverse effect on Nationwide's consolidated financial position. However, given the large and/or indeterminate amounts sought in certain of these matters and inherent unpredictability of litigation, it is possible that an adverse outcome in certain matters could have a material adverse effect on Nationwide's consolidated financial results in a particular quarterly or annual period.

In recent years, life insurance companies have been named as defendants in lawsuits, including class action lawsuits relating to life insurance and annuity pricing and sales practices. A number of these lawsuits have resulted in substantial jury awards or settlements.

The financial services industry, including mutual fund, variable annuity, life insurance and distribution companies, has also been the subject of increasing scrutiny by regulators, legislators and the media over the past two years. Numerous regulatory agencies, including the SEC, the NASD and the New York State Attorney General, have commenced industry-wide investigations regarding late trading and market timing in connection with mutual funds and variable insurance contracts, and have commenced enforcement actions against some mutual fund and life insurance companies on those issues. Nationwide has been contacted by the SEC and the New York State Attorney General, who are investigating market timing in certain mutual funds offered in insurance products sponsored by Nationwide. Nationwide is cooperating with this investigation and is responding to information requests.

In addition, state and federal regulators have commenced investigations or other proceedings relating to compensation and bidding arrangements and possible anti-competitive activities between insurance producers and brokers and issuers of insurance products, and unsuitable sales by producers on behalf of either the issuer or the purchaser. Also under investigation are compensation arrangements between the issuers of variable insurance contracts and mutual funds or their affiliates. Related investigations and proceedings may be commenced in the future. Nationwide has been contacted by regulatory agencies and state attorneys general for information relating to these investigations into compensation and bidding arrangements, anti-competitive activities and unsuitable sales practices. Nationwide is cooperating with regulators in connection with these inquiries. Nationwide Mutual Insurance Company ("NMIC"), Nationwide's ultimate parent, has been contacted by certain regulators for information on these issues with respect to its operations and the operations of its subsidiaries, including Nationwide. Nationwide will cooperate with NMIC in responding to these inquiries to the extent that any inquiries encompass its operations.

These proceedings are expected to continue in the future, and could result in legal precedents and new industry-wide legislation, rules and regulations that could significantly affect the financial services industry, including life insurance and annuity companies. These proceedings could also affect the outcome of one or more of Nationwide's litigation matters.

On April 13, 2004, Nationwide was named in a class action lawsuit filed in Circuit Court, Third Judicial Circuit, Madison County, Illinois, entitled Woodbury v. Nationwide Life Insurance Company. The plaintiff purports to represent a class of persons in the United States who, through their ownership of a Nationwide annuity or insurance product, held units of any Nationwide sub-account invested in mutual funds which included foreign securities in their

portfolios and which allegedly experienced market timing trading activity. The complaint contains allegations of negligence, reckless indifference and breach of fiduciary duty. The plaintiff seeks to recover compensatory and punitive damages in an amount not to exceed \$75,000 per plaintiff or class member. Nationwide removed this case to the United States District

25

Court for the Southern District of Illinois on June 1, 2004. The plaintiffs moved to remand on June 28, 2004. On July 12, 2004, Nationwide filed a memorandum opposing remand and requesting a stay pending the resolution of an unrelated case covering similar issues, which is an appeal from a decision of the same District Court remanding a removed market timing case to an Illinois state court. On July 30, 2004, the U.S. District Court granted Nationwide's request for a stay pending a decision by the Seventh Circuit on the unrelated case mentioned above. On December 27, 2004, the case was transferred to the United States District Court for the District of Maryland and included in the multi-district proceeding there entitled *In Re Mutual Funds Investment Litigation*. This lawsuit is in a preliminary stage, and Nationwide intends to defend it vigorously.

On January 21, 2004, Nationwide was named in a lawsuit filed in the United States District Court for the Northern District of Mississippi entitled *United Investors Life Insurance Company v. Nationwide Life Insurance Company and/or Nationwide Life Insurance Company of America and/or Nationwide Life and Annuity Insurance Company and/or Nationwide Life and Annuity Company of America and/or Nationwide Financial Services, Inc. and/or Nationwide Financial Corporation, and John Does A-Z*. In its complaint, plaintiff United Investors alleges that Nationwide and/or its affiliated life insurance companies caused the replacement of variable insurance policies and other financial products issued by United Investors with policies issued by the Nationwide defendants. The plaintiff raises claims for (1) violations of the Federal Lanham Act, and common law unfair competition and defamation, (2) tortious interference with the plaintiff's contractual relationship with Waddell & Reed, Inc. and/or its affiliates, Waddell & Reed Financial, Inc., Waddell & Reed Financial Services, Inc. and W&R Insurance Agency, Inc., or with the plaintiff's contractual relationships with its variable policyholders, (3) civil conspiracy, and (4) breach of fiduciary duty. The complaint seeks compensatory damages, punitive damages, pre- and post-judgment interest, a full accounting, a constructive trust, and costs and disbursements, including attorneys' fees. Nationwide filed a motion to dismiss the complaint on June 1, 2004. On February 8, 2005 the court denied the motion to dismiss. Nationwide intends to defend this lawsuit vigorously.

On October 31, 2003, Nationwide was named in a lawsuit seeking class action status filed in the United States District Court for the District of Arizona entitled *Robert Helman et al v. Nationwide Life Insurance Company et al*. The suit challenges the sale of deferred annuity products for use as investments in tax-deferred contributory retirement plans. On April 8, 2004, the plaintiff filed an amended class action complaint on behalf of all persons who purchased an individual variable deferred annuity contract or a certificate to a group variable annuity contract issued by Nationwide or Nationwide Life and Annuity Insurance Company which were allegedly used to fund certain tax-deferred retirement plans. The amended class action complaint seeks unspecified compensatory damages. Nationwide filed a motion to dismiss the complaint on May 24, 2004. On July 27, 2004, the court granted Nationwide's motion to dismiss. The plaintiff has appealed that dismissal to the United States Court of Appeals for the Ninth Circuit. Nationwide intends to defend this lawsuit vigorously.

On May 1, 2003, Nationwide was named in a class action lawsuit filed in the United States District Court for the Eastern District of Louisiana entitled *Edward Miller, Individually, and on behalf of all others similarly situated, v. Nationwide Life Insurance Company*. The complaint alleges that in 2001, plaintiff Edward Miller purchased three group modified single premium variable annuities issued by Nationwide. The plaintiff alleges that Nationwide represented in its prospectus and promised in its annuity contracts that contract holders could transfer assets without charge among the various funds available through the contracts, that the transfer rights of contract holders could not be modified and that Nationwide's expense charges under the contracts were fixed. The plaintiff claims that Nationwide has breached the contracts and violated federal securities laws by imposing trading fees on transfers that were supposed to have been without charge. The plaintiff seeks compensatory damages and rescission on behalf of himself and a class of persons who purchased this type of annuity or similar contracts issued by Nationwide between May 1, 2001 and April 30, 2002 inclusive and were allegedly damaged by paying transfer fees. Nationwide's motion to dismiss the complaint was granted by the District Court on October 28, 2003. The plaintiff appealed that dismissal to the United States Court of Appeals for the Fifth Circuit. On November 22, 2004, the Fifth Circuit Court of Appeals affirmed the judgment of the District Court dismissing the complaint. The time for further appeal by the plaintiff has expired.

On August 15, 2001, Nationwide was 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*. The

plaintiffs first amended their complaint on September 5, 2001 to include class action allegations and have subsequently amended their complaint three times. As amended, in the current complaint the plaintiffs seek to represent a class of ERISA qualified retirement plans that purchased variable annuities from Nationwide. The plaintiffs allege that they invested ERISA plan assets in their variable annuity contracts and that Nationwide 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 Nationwide, other unspecified relief for restitution, declaratory and injunctive relief, and attorneys' fees. On December 13, 2001, the plaintiffs filed a motion for class certification. The plaintiffs filed a supplement to that motion on September 19, 2003. Nationwide opposed that motion on December 24, 2003. On July 6, 2004, Nationwide filed a Revised Memorandum in Support of Summary Judgment. The plaintiffs have opposed that motion. Nationwide intends to defend this lawsuit vigorously.

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

ADVERTISING

MONEY MARKET YIELDS

Nationwide may advertise the "yield" and "effective yield" for the money market sub-account. Yield and effective yield are annualized, which means that it is assumed that the investment option generates the same level of net income throughout a year.

Yield is a measure of the net dividend and interest income earned over a specific seven-day period (which period will be stated in the advertisement) expressed as a percentage of the offering price of the investment option's units. The effective yield is calculated similarly, but reflects assumed compounding, calculated under rules prescribed by the SEC. Thus, effective yield will be slightly higher than yield, due to the compounding.

HISTORICAL PERFORMANCE OF THE SUB-ACCOUNTS

Nationwide will advertise historical performance of the sub-accounts in accordance with SEC prescribed calculations. Performance information is annualized. However, if a sub-account has been available in the variable account for less than one year, the performance information for that sub-account is not annualized. Performance information is based on historical earnings and is not intended to predict or project future results.

Standardized performance will reflect the maximum variable account charges possible under the contract and the CDSC schedule. Non-standardized performance, which will be accompanied by standardized performance, will reflect other expense structures contemplated under the contract. The expense assumptions will be stated in the advertisement.

TABLE OF CONTENTS OF STATEMENT OF ADDITIONAL INFORMATION

PAGE

General Information and History.....	1
Services.....	1
Purchase of Securities Being Offered.....	2
Underwriters.....	2
Annuity Payments.....	2
Financial Statements.....	___

APPENDIX A: INVESTMENT OPTIONS

The investment options listed below are designed primarily as investments for variable annuity contracts and variable life insurance policies issued by insurance companies. There is no guarantee that the investment objectives will be met.

Please refer to the prospectus for each investment option for more detailed information.

<TABLE>

<CAPTION>

<S>

<C>

AIM VARIABLE INSURANCE FUNDS - AIM V.I. BASIC VALUE FUND: SERIES II SHARES

Investment Adviser: AIM Advisors, Inc.

Investment Objective: Long-term growth of capital.

AIM VARIABLE INSURANCE FUNDS - AIM V.I. CAPITAL APPRECIATION FUND: SERIES II SHARES

Investment Adviser: AIM Advisors, Inc.

Investment Objective: Growth of capital.

AIM VARIABLE INSURANCE FUNDS - AIM V.I. CAPITAL DEVELOPMENT FUND: SERIES II SHARES

Investment Adviser: AIM Advisors, Inc.

Investment Objective: Long-term capital growth.

ALLIANCEBERNSTEIN VARIABLE PRODUCTS SERIES FUND, INC. - ALLIANCEBERNSTEIN GROWTH AND INCOME PORTFOLIO: CLASS B
This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2004.

Investment Adviser: Alliance Capital Management, L.P.

Investment Objective: Reasonable current income and reasonable opportunity for appreciation through investments primarily in dividend-paying common stocks of good quality.

ALLIANCEBERNSTEIN VARIABLE PRODUCTS SERIES FUND, INC. - ALLIANCEBERNSTEIN SMALL/MID CAP VALUE PORTFOLIO: CLASS B
This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2004.

Investment Adviser: Alliance Capital Management, L.P.

Investment Objective: Long-term growth of capital.

AMERICAN CENTURY VARIABLE PORTFOLIOS, INC. - AMERICAN CENTURY VP INCOME & GROWTH FUND: CLASS I
This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2004.

Investment Adviser: American Century Investment Management, Inc.

Investment Objective: Capital growth.

AMERICAN CENTURY VARIABLE PORTFOLIOS, INC. - AMERICAN CENTURY VP INTERNATIONAL FUND: CLASS I
This underlying mutual fund is no longer available to receive transfers or new purchase payments effective September 20, 2004.

Investment Adviser: American Century Investment Management, Inc.

Investment Objective: Capital growth.

AMERICAN CENTURY VARIABLE PORTFOLIOS, INC. - AMERICAN CENTURY VP INTERNATIONAL FUND: CLASS III
This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2005.

Investment Adviser: American Century Investment Management, Inc.

Investment Objective: Capital growth.

This underlying mutual fund assesses a short-term trading fee (please see "Short-Term Trading Fees" earlier in this prospectus).

AMERICAN CENTURY VARIABLE PORTFOLIOS, INC. - AMERICAN CENTURY VP MID CAP VALUE FUND: CLASS II

Investment Adviser: American Century Investment Management, Inc.

Investment Objective: Long-term capital growth.

AMERICAN CENTURY VARIABLE PORTFOLIOS, INC. - AMERICAN CENTURY VP ULTRA FUND: CLASS I

Investment Adviser: American Century Investment Management, Inc.

Investment Objective: Long-term capital growth.

AMERICAN CENTURY VARIABLE PORTFOLIOS, INC. - AMERICAN CENTURY VP VALUE FUND: CLASS I

Investment Adviser: American Century Investment Management, Inc.

Investment Objective: Long-term capital growth.

</TABLE>

<TABLE>
<CAPTION>
<S> <C>
AMERICAN CENTURY VARIABLE PORTFOLIOS, INC. - AMERICAN CENTURY VP VISTA FUND: CLASS II

Investment Adviser: American Century Investment Management, Inc.

Investment Objective: Long-term capital growth.

AMERICAN CENTURY VARIABLE PORTFOLIOS II, INC. - AMERICAN CENTURY VP INFLATION PROTECTION FUND: CLASS II

Investment Adviser: American Century Investment Management, Inc.

Investment Objective: Long-term total return using a strategy that seeks to protect against U.S. inflation.

CREDIT SUISSE TRUST - LARGE CAP VALUE PORTFOLIO
This underlying mutual fund is no longer available to receive transfers or new purchase payments effective September 20, 2004.

Investment Adviser: Credit Suisse Asset Management, LLC

Investment Objective: Total return.

DREYFUS INVESTMENT PORTFOLIOS - SMALL CAP STOCK INDEX PORTFOLIO: SERVICE SHARES

Investment Adviser: The Dreyfus Corporation

Investment Objective: To match performance of the S&P SmallCap 600 Index(R).

DREYFUS SOCIALLY RESPONSIBLE GROWTH FUND, INC.: INITIAL SHARES
This underlying mutual fund is no longer available to receive transfers or new purchase payments effective September 20, 2004.

Investment Adviser: The Dreyfus Corporation

Investment Objective: Capital growth with current income as a secondary goal.

DREYFUS STOCK INDEX FUND, INC.: INITIAL SHARES

Investment Adviser: The Dreyfus Corporation

Investment Objective: To match total return of S&P 500 Composite Stock Price Index.

DREYFUS VARIABLE INVESTMENT FUND - APPRECIATION PORTFOLIO: INITIAL SHARES

Investment Adviser: The Dreyfus Corporation

Investment Objective: Long-term capital growth.

DREYFUS VARIABLE INVESTMENT FUND - DEVELOPING LEADERS PORTFOLIO: SERVICE SHARES
This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2004.

Investment Adviser: The Dreyfus Corporation

Investment Objective: Capital growth.

FEDERATED INSURANCE SERIES - FEDERATED QUALITY BOND FUND II: PRIMARY SHARES

Investment Adviser: Federated Investment Management Company

Investment Objective: Current income.

FEDERATED INSURANCE SERIES - FEDERATED AMERICAN LEADERS FUND II: SERVICE SHARES
This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2004.

Investment Adviser: Federated Investment Management Company

Investment Objective: Long-term capital growth.

FEDERATED INSURANCE SERIES - FEDERATED CAPITAL APPRECIATION FUND II: SERVICE SHARES
This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2004.

Investment Adviser: Federated Investment Management Company

Investment Objective: Capital appreciation.

FIDELITY VARIABLE INSURANCE PRODUCTS FUND - VIP EQUITY-INCOME PORTFOLIO: SERVICE CLASS

Investment Adviser: Fidelity Management & Research Company

Investment Objective: Reasonable income.

FIDELITY VARIABLE INSURANCE PRODUCTS FUND - VIP GROWTH PORTFOLIO: SERVICE CLASS

Investment Adviser: Fidelity Management & Research Company

Investment Objective: Capital appreciation.

</TABLE>

29

<TABLE>

<CAPTION>

<S>

<C>

FIDELITY VARIABLE INSURANCE PRODUCTS FUND - VIP HIGH INCOME PORTFOLIO: SERVICE CLASS

This underlying mutual fund is no longer available to receive transfers or new purchase payments effective September 20, 2004.

Investment Adviser: Fidelity Management & Research Company

Investment Objective: High level of current income.

FIDELITY VARIABLE INSURANCE PRODUCTS FUND - VIP OVERSEAS PORTFOLIO: SERVICE CLASS

This underlying mutual fund is no longer available to receive transfers or new purchase payments effective September 20, 2004.

Investment Adviser: Fidelity Management and Research Company

Investment Objective: Long-term capital growth.

FIDELITY VARIABLE INSURANCE PRODUCTS FUND - VIP OVERSEAS PORTFOLIO: SERVICE CLASS R

Investment Adviser: Fidelity Management & Research Company

Investment Objective: Long-term capital growth.

This underlying mutual fund assesses a short-term trading fee (please see "Short-Term Trading Fees" earlier in this prospectus).

FIDELITY VARIABLE INSURANCE PRODUCTS FUND II - VIP CONTRAFUND(R) PORTFOLIO: SERVICE CLASS

Investment Adviser: Fidelity Management & Research Company

Investment Objective: Long-term capital appreciation.

FIDELITY VARIABLE INSURANCE PRODUCTS FUND II - VIP INVESTMENT GRADE BOND PORTFOLIO: SERVICE CLASS

Investment Adviser: Fidelity Management & Research Company

Investment Objective: High level of current income.

FIDELITY VARIABLE INSURANCE PRODUCTS FUND III - VIP GROWTH OPPORTUNITIES PORTFOLIO: SERVICE CLASS

This underlying mutual fund is no longer available to receive transfers or new purchase payments effective September 20, 2004.

Investment Adviser: Fidelity Management & Research Company

Investment Objective: Capital growth.

FIDELITY VARIABLE INSURANCE PRODUCTS FUND III - VIP MID CAP PORTFOLIO: SERVICE CLASS 2

Investment Adviser: Fidelity Management & Research Company

Investment Objective: Long-term growth of capital.

FIDELITY VARIABLE INSURANCE PRODUCTS FUND III - VIP VALUE STRATEGIES PORTFOLIO: SERVICE CLASS

Investment Adviser: Fidelity Management & Research Company

Investment Objective: Capital appreciation.

FIDELITY VARIABLE INSURANCE PRODUCTS FUND IV - FIDELITY VIP FREEDOM FUND 2010 PORTFOLIO: SERVICE CLASS 2

Investment Adviser: Fidelity Management & Research Company

Investment Objective: High total return with a secondary objective of principal preservation as the fund approaches its target date and beyond.

The assets of each Fidelity VIP Freedom Fund are invested in a combination of other Fidelity VIP funds: domestic and international equity funds, investment-grade and high yield fixed-income funds, and money market/short-term funds (underlying Fidelity funds). Each Fidelity VIP Freedom Fund, as a shareholder in an underlying Fidelity fund, will indirectly bear its pro rata share of the fees and expenses incurred by the underlying Fidelity fund. Please refer to the prospectus for the Fidelity VIP Freedom Funds for more information.

FIDELITY VARIABLE INSURANCE PRODUCTS FUND IV - FIDELITY VIP FREEDOM FUND 2020 PORTFOLIO: SERVICE CLASS 2

Investment Adviser: Fidelity Management & Research Company

Investment Objective: High total return with a secondary objective of principal preservation as the fund approaches its target date and beyond.

</TABLE>

The assets of each Fidelity VIP Freedom Fund are invested in a combination of other Fidelity VIP funds: domestic and international equity funds, investment-grade and high yield fixed-income funds, and money market/short-term funds (underlying Fidelity funds). Each Fidelity VIP Freedom Fund, as a shareholder in an underlying Fidelity fund, will indirectly bear its pro rata share of the fees and expenses incurred by the underlying Fidelity fund. Please refer to the prospectus for the Fidelity VIP Freedom Funds for more information.

<TABLE>

<CAPTION>

<S>

<C>

FIDELITY VARIABLE INSURANCE PRODUCTS FUND IV - FIDELITY VIP FREEDOM FUND 2030 PORTFOLIO: SERVICE CLASS 2

Investment Adviser: Fidelity Management & Research Company

Investment Objective: High total return with a secondary objective of principal preservation as the fund approaches its target date and beyond.

The assets of each Fidelity VIP Freedom Fund are invested in a combination of other Fidelity VIP funds: domestic and international equity funds, investment-grade and high yield fixed-income funds, and money market/short-term funds (underlying Fidelity funds). Each Fidelity VIP Freedom Fund, as a shareholder in an underlying Fidelity fund, will indirectly bear its pro rata share of the fees and expenses incurred by the underlying Fidelity fund. Please refer to the prospectus for the Fidelity VIP Freedom Funds for more information.

FIDELITY VARIABLE INSURANCE PRODUCTS FUND IV - VIP NATURAL RESOURCES PORTFOLIO: SERVICE CLASS 2

Investment Adviser: Fidelity Management & Research Company

Investment Objective: Capital appreciation.

This underlying mutual fund assesses a short-term trading fee (please see "Short-Term Trading Fees" earlier in this prospectus).

FRANKLIN TEMPLETON VARIABLE INSURANCE PRODUCTS TRUST - FRANKLIN RISING DIVIDENDS SECURITIES FUND: CLASS 2

Investment Adviser: Franklin Advisory Services, LLC

Investment Objective: Long-term capital appreciation.

FRANKLIN TEMPLETON VARIABLE INSURANCE PRODUCTS TRUST - FRANKLIN SMALL CAP VALUE SECURITIES FUND: CLASS 2

Investment Adviser: Franklin Advisory Services, LLC

Investment Objective: Long-term total return.

FRANKLIN TEMPLETON VARIABLE INSURANCE PRODUCTS TRUST - TEMPLETON DEVELOPING MARKETS SECURITIES FUND: CLASS 3

Investment Adviser: Templeton Asset Management, Ltd.

Investment Objective: Long-term capital appreciation.

This underlying mutual fund assesses a short-term trading fee (please see "Short-Term Trading Fees" earlier in this prospectus).

FRANKLIN TEMPLETON VARIABLE INSURANCE PRODUCTS TRUST - TEMPLETON FOREIGN SECURITIES FUND: CLASS 2

This underlying mutual fund is no longer available to receive transfers or new purchase payments effective September 20, 2004.

Investment Adviser: Templeton Investment Counsel, LLC

Investment Objective: Long-term capital growth.

FRANKLIN TEMPLETON VARIABLE INSURANCE PRODUCTS TRUST - TEMPLETON FOREIGN SECURITIES FUND: CLASS 3

Investment Adviser: Templeton Investment Counsel, LLC

Investment Objective: Long-term capital growth.

This underlying mutual fund assesses a short-term trading fee (please see "Short-Term Trading Fees" earlier in this prospectus).

FRANKLIN TEMPLETON VARIABLE INSURANCE PRODUCTS TRUST - TEMPLETON GLOBAL INCOME SECURITIES FUND: CLASS 3

Investment Adviser: Franklin Advisors, Inc.

Investment Objective: High current income, with preservation of capital

This underlying mutual fund assesses a short-term trading fee (please see "Short-Term Trading Fees" earlier in this prospectus).

GARTMORE VARIABLE INSURANCE TRUST - DREYFUS GVIT INTERNATIONAL VALUE FUND: CLASS II

This underlying mutual fund is no longer available to receive transfers or new purchase payments effective September 20, 2004.

Investment Adviser: Gartmore Mutual Fund Capital Trust, an affiliate of Nationwide Financial Services, Inc.

Sub-adviser: The Dreyfus Corporation

Investment Objective: Long-term capital appreciation.

GARTMORE VARIABLE INSURANCE TRUST - DREYFUS GVIT INTERNATIONAL VALUE FUND: CLASS VI

Investment Adviser: Gartmore Mutual Fund Capital Trust, an affiliate of Nationwide Financial Services, Inc.

Sub-adviser: The Dreyfus Corporation

Investment Objective: Long-term capital appreciation.

</TABLE>

This underlying mutual fund assesses a short-term trading fee (please see "Short-Term Trading Fees" earlier in this prospectus).

<TABLE> <CAPTION> <S>	<C>
GARTMORE VARIABLE INSURANCE TRUST - DREYFUS GVIT	MID CAP INDEX FUND: CLASS I
Investment Adviser:	Gartmore Mutual Fund Capital Trust, an affiliate of Nationwide Financial Services, Inc.
Sub-adviser:	The Dreyfus Corporation
Investment Objective:	Capital appreciation.
GARTMORE VARIABLE INSURANCE TRUST - FEDERATED GVIT HIGH INCOME BOND FUND: CLASS I	This underlying mutual fund is no longer available to receive transfers or new purchase payments effective May 1, 2005.
Investment Adviser:	Gartmore Mutual Fund Capital Trust, an affiliate of Nationwide Financial Services, Inc.
Sub-adviser:	Federated Investment Management Company
Investment Objective:	High current income.
GARTMORE VARIABLE INSURANCE TRUST - FEDERATED GVIT HIGH INCOME BOND FUND: CLASS III	
Investment Adviser:	Gartmore Mutual Fund Capital Trust, an affiliate of Nationwide Financial Services, Inc.
Sub-adviser:	Federated Investment Management Company
Investment Objective:	High current income.
This underlying mutual fund assesses a short-term trading fee (please see "Short-Term Trading Fees" earlier in this prospectus).	
GARTMORE VARIABLE INSURANCE TRUST - GARTMORE GVIT EMERGING MARKETS FUND: CLASS I	This underlying mutual fund is no longer available to receive transfers or new purchase payments effective September 20, 2004.
Investment Adviser:	Gartmore Global Asset Management Trust, an indirect subsidiary of Nationwide Financial Services, Inc.
Sub-adviser:	Gartmore Global Partners, an indirect subsidiary of Nationwide Mutual Insurance Company
Investment Objective:	Long-term capital growth by investing primarily in equity securities of companies located in emerging market countries..
GARTMORE VARIABLE INSURANCE TRUST - GARTMORE GVIT EMERGING MARKETS FUND: CLASS III	
Investment Adviser:	Gartmore Global Asset Management Trust, an indirect subsidiary of Nationwide Financial Services, Inc.
Sub-adviser:	Gartmore Global Partners, an indirect subsidiary of Nationwide Mutual Insurance Company
Investment Objective:	Long-term capital growth by investing primarily in equity securities of companies located in emerging market countries..
This underlying mutual fund assesses a short-term trading fee (please see "Short-Term Trading Fees" earlier in this prospectus).	
GARTMORE VARIABLE INSURANCE TRUST - GARTMORE GVIT GLOBAL FINANCIAL SERVICES FUND: CLASS I	This underlying mutual fund is no longer available to receive transfers or new purchase payments effective September 20, 2004.
Investment Adviser:	Gartmore Global Asset Management Trust, an indirect subsidiary of Nationwide Financial Services, Inc.
Sub-adviser:	Gartmore Global Partners, an indirect subsidiary of Nationwide Mutual Insurance Company

Investment Objective: Long-term capital growth.

GARTMORE VARIABLE INSURANCE TRUST - GARTMORE GVIT GLOBAL FINANCIAL SERVICES FUND: CLASS III
This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2004.

Investment Adviser: Gartmore Global Asset Management Trust, an indirect subsidiary of Nationwide Financial Services, Inc.

Sub-adviser: Gartmore Global Partners, an indirect subsidiary of Nationwide Mutual Insurance Company

Investment Objective: Long-term capital growth.

This underlying mutual fund assesses a short-term trading fee (please see "Short-Term Trading Fees" earlier in this prospectus).

GARTMORE VARIABLE INSURANCE TRUST - GARTMORE GVIT GLOBAL HEALTH SCIENCES FUND: CLASS I
This underlying mutual fund is no longer available to receive transfers or new purchase payments effective September 20, 2004.

Investment Adviser: Gartmore Mutual Fund Capital Trust, an affiliate of Nationwide Financial Services, Inc.

Investment Objective: Long-term capital appreciation.

</TABLE>

32

<TABLE>

<CAPTION>

<S>

<C>

GARTMORE VARIABLE INSURANCE TRUST - GARTMORE GVIT GLOBAL HEALTH SCIENCES FUND: CLASS III

Investment Adviser: Gartmore Mutual Fund Capital Trust, an affiliate of Nationwide Financial Services, Inc.

Investment Objective: Long-term capital appreciation.

This underlying mutual fund assesses a short-term trading fee (please see "Short-Term Trading Fees" earlier in this prospectus).

GARTMORE VARIABLE INSURANCE TRUST - GARTMORE GVIT GLOBAL TECHNOLOGY AND COMMUNICATIONS FUND: CLASS I
This underlying mutual fund is no longer available to receive transfers or new purchase payments effective September 20, 2004.

Investment Adviser: Gartmore Mutual Fund Capital Trust, an affiliate of Nationwide Financial Services, Inc.

Investment Objective: Long-term capital appreciation.

GARTMORE VARIABLE INSURANCE TRUST - GARTMORE GVIT GLOBAL TECHNOLOGY AND COMMUNICATIONS FUND: CLASS III

Investment Adviser: Gartmore Mutual Fund Capital Trust, an affiliate of Nationwide Financial Services, Inc.

Investment Objective: Long-term capital appreciation.

This underlying mutual fund assesses a short-term trading fee (please see "Short-Term Trading Fees" earlier in this prospectus).

GARTMORE VARIABLE INSURANCE TRUST - GARTMORE GVIT GLOBAL UTILITIES FUND: CLASS I
This underlying mutual fund is no longer available to receive transfers or new purchase payments effective September 20, 2004.

Investment Adviser: Gartmore Global Asset Management Trust, an indirect subsidiary of Nationwide Financial Services, Inc.

Sub-adviser: Gartmore Global Partners, an indirect subsidiary of Nationwide Mutual Insurance Company

Investment Objective: Long-term capital growth.

GARTMORE VARIABLE INSURANCE TRUST - GARTMORE GVIT GLOBAL UTILITIES FUND: CLASS III
This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2004.

Investment Adviser:	Gartmore Global Asset Management Trust, an indirect subsidiary of Nationwide Financial Services, Inc.
Sub-adviser:	Gartmore Global Partners, an indirect subsidiary of Nationwide Mutual Insurance Company
Investment Objective:	Long-term capital growth.
This underlying mutual fund assesses a short-term trading fee (please see "Short-Term Trading Fees" earlier in this prospectus).	
GARTMORE VARIABLE INSURANCE TRUST - GARTMORE GVIT GOVERNMENT BOND FUND: CLASS I	
Investment Adviser:	Gartmore Mutual Fund Capital Trust, an affiliate of Nationwide Financial Services, Inc.
Investment Objective:	To provide as high level of income as is consistent with the preservation of capital.
GARTMORE VARIABLE INSURANCE TRUST - GARTMORE GVIT GROWTH FUND: CLASS I	
This underlying mutual fund is no longer available to receive transfers or new purchase payments effective September 20, 2004.	
Investment Adviser:	Gartmore Mutual Fund Capital Trust, an affiliate of Nationwide Financial Services, Inc.
Investment Objective:	Long-term capital appreciation.
GARTMORE VARIABLE INSURANCE TRUST - GARTMORE GVIT INTERNATIONAL GROWTH FUND: CLASS I	
This underlying mutual fund is no longer available to receive transfers or new purchase payments effective September 20, 2004.	
Investment Adviser:	Gartmore Global Asset Management Trust, an indirect subsidiary of Nationwide Financial Services, Inc.
Sub-adviser:	Gartmore Global Partners, an indirect subsidiary of Nationwide Mutual Insurance Company
Investment Objective:	Long-term capital growth by investing primarily in equity securities of companies in Europe, Australasia, the Far East and other regions, including developing countries.

</TABLE>

<TABLE>		
<CAPTION>		
<S>	<C>	<C>
GARTMORE VARIABLE INSURANCE TRUST - GARTMORE GVIT INVESTOR DESTINATIONS FUNDS: CLASS II		
Investment Adviser:	Gartmore Mutual Fund Capital Trust, an affiliate of Nationwide Financial Services, Inc.	
GARTMORE GVIT INVESTOR DESTINATIONS CONSERVATIVE FUND: CLASS II	Investment Objective:	To maximize total investment return by seeking income and, secondarily, long term growth of capital.
GARTMORE GVIT INVESTOR DESTINATIONS MODERATELY CONSERVATIVE FUND: CLASS II	Investment Objective:	To maximize total investment return by seeking income and, secondarily, long term growth of capital.
GARTMORE GVIT INVESTOR DESTINATIONS MODERATE FUND: CLASS II	Investment Objective:	To maximize total investment return primarily by seeking growth of capital and income.
GARTMORE GVIT INVESTOR DESTINATIONS MODERATELY AGGRESSIVE FUND: CLASS II	Investment Objective:	To maximize total investment return primarily by seeking growth of capital, but also income.
GARTMORE GVIT INVESTOR DESTINATIONS AGGRESSIVE FUND: CLASS II	Investment Objective:	To maximize total investment return primarily by seeking growth of capital.

The Gartmore GVIT Investor Destinations Funds are designed to provide diversification and asset allocation across several types of investments and asset classes, primarily by investing in underlying funds. Therefore, in addition to the expenses of the Gartmore GVIT Investor Destinations Funds, contract owners who select these funds will indirectly pay a proportionate share of the applicable fees and expenses of the underlying funds. Please refer to the prospectus for the Gartmore GVIT Investor Destinations Funds for more information.

<CAPTION>
<S> <C>
GARTMORE VARIABLE INSURANCE TRUST - GARTMORE GVIT MID CAP GROWTH FUND - CLASS I

Investment Adviser: Gartmore Mutual Fund Capital Trust, an affiliate of Nationwide Financial Services, Inc.

Investment Objective: High level of long-term capital appreciation.

GARTMORE VARIABLE INSURANCE TRUST - GARTMORE GVIT MONEY MARKET FUND: CLASS I

Investment Adviser: Gartmore Mutual Fund Capital Trust, an affiliate of Nationwide Financial Services, Inc.

Investment Objective: High level of current income as is consistent with the preservation of capital and maintenance of liquidity.

GARTMORE VARIABLE INSURANCE TRUST - GARTMORE GVIT NATIONWIDE(R) FUND: CLASS I

Investment Adviser: Gartmore Mutual Fund Capital Trust, an affiliate of Nationwide Financial Services, Inc.

Investment Objective: Total return through a flexible combination of capital appreciation and current income.

GARTMORE VARIABLE INSURANCE TRUST - GARTMORE GVIT NATIONWIDE(R) LEADERS FUND: CLASS I

This underlying mutual fund is no longer available to receive transfers or new purchase payments effective September 20, 2004.

Investment Adviser: Gartmore Mutual Fund Capital Trust, an affiliate of Nationwide Financial Services, Inc.

Investment Objective: High total return from a concentrated portfolio of U.S. securities.

The underlying mutual fund operates under an expense cap of 1.19%. The expense cap is guaranteed to remain in effect until April 30, 2006.

GARTMORE VARIABLE INSURANCE TRUST - GARTMORE GVIT U.S. GROWTH LEADERS FUND: CLASS I

Investment Adviser: Gartmore Mutual Fund Capital Trust, an affiliate of Nationwide Financial Services, Inc.

Investment Objective: Long-term growth of capital.

</TABLE>

34

<TABLE>
<CAPTION>
<S> <C>

GARTMORE VARIABLE INSURANCE TRUST - GARTMORE GVIT WORLDWIDE LEADERS FUND: CLASS I

This underlying mutual fund is no longer available to receive transfers or new purchase payments effective September 20, 2004.

Investment Adviser: Gartmore Mutual Fund Capital Trust, an affiliate of Nationwide Financial Services, Inc.

Sub-adviser: Gartmore Global Partners, an indirect subsidiary of Nationwide Mutual Insurance Company

Investment Objective: Long-term capital growth.

GARTMORE VARIABLE INSURANCE TRUST - GVIT SMALL CAP GROWTH FUND: CLASS I

Investment Adviser: Gartmore Mutual Fund Capital Trust, an affiliate of Nationwide Financial Services, Inc.

Sub-advisers: Oberweis Asset Management, Inc.; Waddell & Reed Investment Management Company

Investment Objective: Capital growth.

GARTMORE VARIABLE INSURANCE TRUST - GVIT SMALL CAP VALUE FUND: CLASS I

Investment Adviser: Gartmore Mutual Fund Capital Trust, an affiliate of Nationwide Financial Services, Inc.

Sub-adviser: The Dreyfus Corporation; J.P. Morgan Investment Management Inc.

Investment Objective: Capital appreciation.

GARTMORE VARIABLE INSURANCE TRUST - GVIT SMALL COMPANY FUND: CLASS I

Investment Adviser: Gartmore Mutual Fund Capital Trust, an affiliate of Nationwide Financial Services, Inc.

Sub-advisers: American Century Investment Management Inc.; The Dreyfus Corporation; Gartmore Global Partners, an indirect subsidiary of Nationwide Mutual Insurance Company; Morgan Stanley Investment Management Inc.; Neuberger Berman, LLC; Waddell & Reed Investment Management Company

Investment Objective: Long-term growth of capital.

GARTMORE VARIABLE INSURANCE TRUST - J.P. MORGAN GVIT BALANCED FUND: CLASS I

This underlying mutual fund is no longer available to receive transfers or new purchase payments effective September 20, 2004.

Investment Adviser: Gartmore Mutual Fund Capital Trust, an affiliate of Nationwide Financial Services, Inc.

Sub-adviser: J.P. Morgan Investment Management Inc.

Investment Objective: High total return from a diversified portfolio of equity and fixed income securities.

GARTMORE VARIABLE INSURANCE TRUST - VAN KAMPEN GVIT COMSTOCK VALUE FUND: CLASS I

Investment Adviser: Gartmore Mutual Fund Capital Trust, an affiliate of Nationwide Financial Services, Inc.

Sub-adviser: Van Kampen Asset Management, Inc.

Investment Objective: Seeks capital growth and income through investments in equity securities, including common stocks and securities convertibles into common stocks.

GARTMORE VARIABLE INSURANCE TRUST - VAN KAMPEN GVIT MULTI SECTOR BOND FUND: CLASS I

Investment Adviser: Gartmore Mutual Fund Capital Trust, an affiliate of Nationwide Financial Services, Inc.

Sub-adviser: Morgan Stanley Investment Management Inc.

Investment Objective: Above average total return over a market cycle of three to five years.

JANUS ASPEN SERIES - BALANCED PORTFOLIO: SERVICE SHARES

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

Investment Adviser: Janus Capital Management LLC

Investment Objective: Long-term growth of capital.

JANUS ASPEN SERIES - FORTY PORTFOLIO: SERVICE SHARES

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

Investment Adviser: Janus Capital Management LLC

Investment Objective: Long-term growth of capital.

</TABLE>

35

<TABLE>
<CAPTION>
<S> <C>
JANUS ASPEN SERIES - GLOBAL TECHNOLOGY PORTFOLIO: SERVICE SHARES
This underlying mutual fund is no longer available to receive transfers or new purchase payments effective September 20, 2004.

Investment Adviser: Janus Capital Management, LLC

Investment Objective: Long-term capital growth.

JANUS ASPEN SERIES - INTERNATIONAL GROWTH PORTFOLIO: SERVICE SHARES
This underlying mutual fund is no longer available to receive transfers or new purchase payments effective September 20, 2004.

Investment Adviser: Janus Capital Management, LLC

Investment Objective: Long-term capital growth.

JANUS ASPEN SERIES - INTERNATIONAL GROWTH PORTFOLIO: SERVICE II SHARES
This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2004.

Investment Adviser: Janus Capital Management, LLC

Investment Objective: Long-term capital growth.

This underlying mutual fund assesses a short-term trading fee (please see "Short-Term Trading Fees" earlier in this prospectus).

JANUS ASPEN SERIES - RISK-MANAGED CORE PORTFOLIO: SERVICE SHARES
This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2004.

Investment Adviser: Janus Capital Management, LLC

Sub-adviser: Enhanced Investment Technologies, LLC

Investment Objective: Long-term growth of capital.

MFS(R) VARIABLE INSURANCE TRUST - MFS INVESTORS GROWTH STOCK SERIES: SERVICE CLASS

Investment Adviser: Massachusetts Financial Services Company

Investment Objective: Long-term capital growth and future income.

MFS(R) VARIABLE INSURANCE TRUST - MFS VALUE SERIES: SERVICE CLASS

Investment Adviser: Massachusetts Financial Services Company

Investment Objective: Capital appreciation and reasonable income.

NEUBERGER BERMAN ADVISERS MANAGEMENT TRUST - AMT FASCIANO PORTFOLIO: CLASS S

Investment Adviser: Neuberger Berman Management, Inc.

Investment Objective: Long-term capital growth.

NEUBERGER BERMAN ADVISERS MANAGEMENT TRUST - AMT GUARDIAN PORTFOLIO
This underlying mutual fund is no longer available to receive transfers or new purchase payments effective September 20, 2004.

Investment Adviser: Neuberger Berman Management, Inc.

Investment Objective:	Long-term capital growth.

NEUBERGER BERMAN ADVISERS MANAGEMENT TRUST - AMT	INTERNATIONAL PORTFOLIO: CLASS S
Investment Adviser:	Neuberger Berman Management, Inc.

Investment Objective:	Long-term growth of capital by investing primarily in common stocks of foreign companies.

This underlying mutual fund assesses a short-term trading fee (please see "Short-Term Trading Fees" earlier in this prospectus).	

NEUBERGER BERMAN ADVISERS MANAGEMENT TRUST - AMT	LIMITED MATURITY BOND PORTFOLIO: CLASS I
Investment Adviser:	Neuberger Berman Management, Inc.

Investment Objective:	Highest available current income.

NEUBERGER BERMAN ADVISERS MANAGEMENT TRUST - AMT	MID-CAP GROWTH PORTFOLIO: CLASS I
This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2004.	
Investment Adviser:	Neuberger Berman Management, Inc.

Investment Objective:	Capital growth.

NEUBERGER BERMAN ADVISERS MANAGEMENT TRUST - AMT	PARTNERS PORTFOLIO
This underlying mutual fund is no longer available to receive transfers or new purchase payments effective September 20, 2004.	
Investment Adviser:	Neuberger Berman Management, Inc.

Investment Objective:	Capital growth.

</TABLE>

<TABLE>	
<CAPTION>	
<S>	
NEUBERGER BERMAN ADVISERS MANAGEMENT TRUST - AMT	REGENCY PORTFOLIO: CLASS S
Investment Adviser:	Neuberger Berman Management, Inc.

Investment Objective:	Growth of capital.

NEUBERGER BERMAN ADVISERS MANAGEMENT TRUST - AMT	SOCIALLY RESPONSIVE PORTFOLIO
Investment Adviser:	Neuberger Berman Management, Inc.

Investment Objective:	Long-term capital growth.

OPPENHEIMER VARIABLE ACCOUNT FUNDS - OPPENHEIMER	AGGRESSIVE GROWTH FUND/VA: NON-SERVICE SHARES
This underlying mutual fund is no longer available to receive transfers or new purchase payments effective September 20, 2004.	
Investment Adviser:	OppenheimerFunds, Inc.

Investment Objective:	Capital appreciation.

OPPENHEIMER VARIABLE ACCOUNT FUNDS - OPPENHEIMER	CAPITAL APPRECIATION FUND/VA: NON-SERVICE SHARES
Investment Adviser:	OppenheimerFunds Inc.

Investment Objective:	Capital appreciation and current income.

OPPENHEIMER VARIABLE ACCOUNT FUNDS - OPPENHEIMER	GLOBAL SECURITIES FUND/VA: CLASS 3
Investment Adviser:	OppenheimerFunds, Inc.

Investment Objective:	Long-term capital appreciation.

This underlying mutual fund assesses a short-term trading fee (please see "Short-Term Trading Fees" earlier in this prospectus).

OPPENHEIMER VARIABLE ACCOUNT FUNDS - OPPENHEIMER GLOBAL SECURITIES FUND/VA: NON-SERVICE SHARES
This underlying mutual fund is no longer available to receive transfers or new purchase payments effective September 20, 2004.

Investment Adviser: OppenheimerFunds, Inc.

Investment Objective: Long-term capital appreciation.

OPPENHEIMER VARIABLE ACCOUNT FUNDS - OPPENHEIMER HIGH INCOME FUND/VA: SERVICE SHARES

Investment Adviser: OppenheimerFunds, Inc.

Investment Objective: High level of current income.

OPPENHEIMER VARIABLE ACCOUNT FUNDS - OPPENHEIMER MAIN STREET(R) FUND/VA: NON-SERVICE SHARES

Investment Adviser: OppenheimerFunds, Inc.

Investment Objective: High total return.

OPPENHEIMER VARIABLE ACCOUNT FUNDS - OPPENHEIMER MAIN STREET(R) SMALL CAP FUND/VA: SERVICE SHARES

Investment Adviser: OppenheimerFunds, Inc.

Investment Objective: Capital appreciation.

PUTNAM VARIABLE TRUST - PUTNAM VT GROWTH & INCOME FUND: CLASS IB

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2005.

Investment Adviser: Putnam Investment Management, LLC

Investment Objective: Capital growth and current income.

PUTNAM VARIABLE TRUST - PUTNAM VT INTERNATIONAL EQUITY FUND: CLASS IB

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

Investment Adviser: Putnam Investment Management, LLC

Investment Objective: Capital appreciation.

PUTNAM VARIABLE TRUST - PUTNAM VT VOYAGER FUND: CLASS IB

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2005.

Investment Adviser: Putnam Investment Management, LLC

Investment Objective: Capital appreciation.

T. ROWE PRICE EQUITY SERIES, INC. - T. ROWE PRICE BLUE CHIP GROWTH PORTFOLIO: CLASS II

Investment Adviser: T. Rowe Price Investment Services

Investment Objective: Long-term capital growth.

</TABLE>

<TABLE>

<CAPTION>

<S>

<C>

T. ROWE PRICE EQUITY SERIES, INC. - T. ROWE PRICE EQUITY INCOME PORTFOLIO: CLASS II

Investment Adviser: T. Rowe Price Investment Services

Investment Objective: Substantial dividend income as well as long-term growth of capital through investments in the common stocks of established companies.

T. ROWE PRICE EQUITY SERIES, INC. - T. ROWE PRICE LIMITED TERM BOND PORTFOLIO: CLASS II

Investment Adviser: T. Rowe Price Investment Services

Investment Objective: High level of income.

VAN ECK WORLDWIDE INSURANCE TRUST - WORLDWIDE EMERGING MARKETS FUND: INITIAL CLASS

This underlying mutual fund is no longer available to receive transfers or new purchase payments effective September 20, 2004.

Investment Adviser: Van Eck Associates Corporation

Investment Objective: Long-term capital appreciation by investing primarily in equity securities in emerging markets around the world.

VAN ECK WORLDWIDE INSURANCE TRUST - WORLDWIDE HARD ASSETS FUND: INITIAL CLASS

This underlying mutual fund is no longer available to receive transfers or new purchase payments effective September 20, 2004.

Investment Adviser: Van Eck Associates Corporation

Investment Objective: Long-term capital appreciation by investing primarily in hard asset securities. Income is a secondary consideration.

THE UNIVERSAL INSTITUTIONAL FUNDS, INC. - CORE PLUS FIXED INCOME PORTFOLIO: CLASS II

Investment Adviser: Morgan Stanley Investment Management, Inc.

Investment Objective: Above-average total return.

THE UNIVERSAL INSTITUTIONAL FUNDS, INC. - EMERGING MARKETS DEBT PORTFOLIO: CLASS I

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

Investment Adviser: Morgan Stanley Investment Management, Inc.

Investment Objective: High total return.

THE UNIVERSAL INSTITUTIONAL FUNDS, INC. - MID CAP GROWTH PORTFOLIO: CLASS I

This underlying mutual fund is no longer available to receive transfers or new purchase payments effective September 20, 2004.

Investment Adviser: Morgan Stanley Investment Management, Inc.

Investment Objective: Long-term capital growth

THE UNIVERSAL INSTITUTIONAL FUNDS, INC. - U.S. REAL ESTATE PORTFOLIO: CLASS I

Investment Adviser: Morgan Stanley Investment Management, Inc.

Investment Objective: Above average current income and long-term capital appreciation.

WELLS FARGO VARIABLE TRUST FUNDS - WELLS FARGO ADVANTAGE OPPORTUNITY FUND VT

This underlying mutual fund is no longer available to receive transfers or new purchase payments effective September 20, 2004.

Investment Adviser: Wells Fargo Funds Management, LLC

Sub-adviser: Wells Capital Management, Inc.

Investment Objective: Long-term capital appreciation.

</TABLE>

APPENDIX B: FIXED ANNUITY PAYMENTS

The contracts described in this prospectus are combination fixed and variable immediate annuity contracts. This appendix discusses those interests under the contracts that relate to fixed annuity payments.

Interests in fixed annuity payments purchased under the contracts are supported by Nationwide's general account. In reliance on certain exemptions provided for under the Securities Act of 1933, such interests have not been registered with the SEC, and the SEC has not reviewed the following disclosures.

FIXED ANNUITY PAYMENT ALLOCATIONS UNDER THE CONTRACT

Contract owners not allocating all of their single purchase payment to the variable account for the purchase of variable annuity payments may allocate their single purchase payment to Nationwide's general account for the purchase of fixed annuity payments. Alternatively, contract owners may allocate their single purchase payment to the general account and the variable account for the purchase of a combination of fixed and variable annuity payments.

Amounts originally allocated for the purchase of fixed annuity payments may not be reallocated to the variable account to purchase variable annuity payments. However, subject to certain terms and conditions, contract owners may execute a variable to fixed transfer, as described in the "Transfers between Variable Annuity Payments and Fixed Annuity Payments" provision. The amount originally allocated to provide fixed annuity payments, and each amount subsequent amount allocated to provide fixed annuity payments as a result of one or more variable to fixed transfers, constitute an independent series of fixed annuity payments or "fixed annuity segments."

DETERMINATION OF FIXED ANNUITY PAYMENTS

Fixed annuity payments are level, meaning that each payment received will be the same, unless certain transactions are affected on the contract. Fixed annuity payments will be reduced if:

- o non-annuity payment withdrawals are taken, as permitted under some income options;
- o required under the terms of the income option elected. For example, under the joint and last survivor income option, annuity payments continuing to a survivor after the death of either the annuitant or joint annuitant may be reduced if the contract owner selected a continuation percentage of less than 100%. Other income options may provide for similar reductions in fixed annuity payments.

Fixed annuity payments will be increased if the contract owner makes one or more variable to fixed transfers.

When the contract owner allocates all or part of the single purchase payment for the purchase of fixed annuity payments, or if the contract owner makes one or more variable to fixed transfers, the amount of each fixed annuity segment will be determined by Nationwide, based on the following factors:

- o the amount allocated for the purchase of fixed annuity payments, or, in the case of a variable to fixed transfer, the amount transferred from the variable account to purchase fixed annuity payments;
- o the age of the annuitant (and joint annuitant, if any) at the time of contract issuance and at the time of each variable to fixed transfer;
- o the sex of the annuitant (and joint annuitant, if any) at the time of contract issuance;
- o the income option elected;
- o the frequency of annuity payments elected (monthly, quarterly, etc.);
- o the income start date or the date fixed annuity payments begin that are the result of one or more variable to fixed transfers;
- o the deduction of applicable premium taxes; and
- o the date the contract was issued.

These factors will allow Nationwide to determine the level of fixed annuity payments it is able to guarantee on the basis of its expense, mortality, and normal profit assumptions.

Assets transferred to purchase fixed annuity payments pursuant to a variable to fixed transfer will receive the purchase rate that is current as of the date of the transfer. This could result in different purchase rates for different fixed annuity payment allocations.

FIXED ANNUITY PAYMENTS AND THE ANNUITY INCOME OPTIONS

Fixed annuity payments may be purchased in conjunction with any of the income options available under the contract.

COMMUTATION VALUE OF FIXED ANNUITY PAYMENTS

Under certain circumstances, it may be necessary to "commute" the value of fixed annuity payments. The commutation value of fixed annuity payments is the value of future guaranteed fixed annuity payments that are converted mathematically into a lump sum. This is commonly referred to as a "present value" calculation. There are two basic purposes for which it may be necessary to calculate the commutation value of fixed annuity payments.

First, under term certain income options, the contract owner has the right to make withdrawals from the contract that are in addition to regularly scheduled annuity payments. In order to know what can be withdrawn from allocations for fixed annuity payments, it is necessary to know the commutation value of fixed annuity payments at the time the withdrawal is taken. (It is important to understand that partial withdrawals of this nature will reduce on-going fixed annuity payments subsequent to the withdrawal, and a CDSC may apply as well - see the following section.)

Second, for those income options that provide a death benefit based on commutation values, the commutation value of remaining fixed annuity payments will equal the lump sum death benefit to which a beneficiary is entitled, insofar as fixed annuity payments are concerned.

39

It may also be necessary to calculate the commutation value of fixed annuity payments when a contract owner and/or annuitant die prior to the income start date.

The Adjusted Contract Rate

For purposes of calculating the commutation value of guaranteed fixed annuity payments, Nationwide calculates the present value of such payments, using the adjusted contract rate.

The adjusted contract rate is equal to the commutation value interest rate (which is a rate of interest established on the date the contract is issued and on the date of each variable to fixed transfer), plus the interest rate adjustment.

The interest rate adjustment is equal to;

$CMT(c) - CMT(i)$; where

$CMT(c)$ = the 10-year Constant Maturity Treasury (CMT) rate in effect on the date the request for withdrawal is received (or on the date of a death benefit calculation); and

$CMT(i)$ = the 10-year Constant Maturity Treasury (CMT) rate in effect on the date the contract is issued (for fixed annuity segments purchased at the time the contract is issued) and/or the 10-year CMT rate in effect when any fixed annuity segments are created as a result of a variable to fixed transfer.

The CMT rates are interest rate quotations for various maturity durations published by the Federal Reserve Board on a regular basis. These rates represent a readily available and consistently reliable interest rate benchmark in financial markets.

If the Federal Reserve Board halts publication of CMT rates, or if for any reason the CMT rates become unavailable, Nationwide will use appropriate rates based on Treasury bond yields.

CONTINGENT DEFERRED SALES CHARGES (CDSC)

Under term certain income options (including the term certain with enhanced death benefit option) withdrawals in addition to regularly scheduled annuity payments may be taken. Nationwide may assess a CDSC if such withdrawals are taken.

The CDSC is calculated by multiplying the applicable CDSC percentage by the amount that is withdrawn. The applicable CDSC will not be applied to any amount in excess of the single purchase payment.

CDSC may be assessed based on amounts withdrawn from variable annuity payment allocations as well as fixed annuity payment allocations.

CDSC PERCENTAGES

NUMBER OF COMPLETED YEARS FROM DATE OF ISSUE	CDSC PERCENTAGE
0	6%*

1	6%
2	5%
3	5%
4	4%
5	3%
6	2%
Thereafter	0%

*For contracts issued on or after May 1, 2003 and before May 1, 2004, no CDSC will be assessed for withdrawals taken during the first contract year.

APPENDIX C: ILLUSTRATION OF VARIABLE ANNUITY INCOME

The following charts demonstrate how the assumed investment return (AIR) selected, and how different levels of investment performance, would affect variable annuity income over time. Variable income will increase from one income start date anniversary to the next if the annualized net rate of return during that time is greater than the AIR chosen. Variable income will decrease if the annualized net rate of return is less than the AIR. The first variable annuity payment will be lower if the contract owner selected a 3.5% AIR than if the contract owner selected a 5.0% AIR. However, subsequent variable annuity payments will increase more rapidly (or decrease more slowly) with a 3.5% AIR than with a 5.0% AIR.

Each of the three charts below shows the variable annuity income amounts for a contract with a 3.5% AIR, a contract with a 5.0% AIR, and a contract with a 6.0% AIR. The 6.0% AIR may not be available in all states. (Check with your registered representative regarding availability.) The first chart is based on a 0% constant investment return before expenses, the second is based on a 6% return, and the third is based on a 12% return. These are hypothetical rates of return. Nationwide does not guarantee that the contract will earn these returns. The charts are for illustrative purposes only. They do not represent past or future investment returns.

A contract owner's variable annuity income will differ from the income shown if the actual returns of the investment options selected are different than those shown below. Since it is very likely that investment returns will fluctuate over time, the amount of variable annuity income actually received will also fluctuate. The total amount of variable annuity income actually received will depend on the cumulative investment returns of the investment options chosen, the contract owner's life span, and the income option chosen. The annuitant's age and sex will also affect the level of annuity payments.

The variable income amounts shown reflect the deduction of all fees and expenses. Actual investment option fees and expenses will vary from year to year and from investment option to investment option. Actual expenses may be higher or lower than the rate used in the illustrations. The illustration does not consider contracts that have elected the AIA Income Foundation Rider. The illustrations assume that each investment option will incur expenses at an average annualized rate of 0.95% of the average daily net assets of the investment option. The insurance charges are calculated at an annualized rate of 1.25% of the average daily net assets of the variable account. After taking these expenses and charges into consideration, the illustrated gross investment returns of 0%, 6%, and 12% are approximately equal to the net rates (which means after expenses have been deducted) of -2.19%, 3.68% and 9.55%, respectively.

ASSUMPTIONS:

- Annuitant: Male, Age 70
- Date of Birth: 01/01/30
- Annuity Purchase Amount: \$100,000
- Income Option: Single Life with a 10 Year Term Certain
- Income Start Date: 01/01/00
- Variable Annuity Percentage: 100%
- Payment Frequency: Monthly

[LINE GRAPH]

ILLUSTRATED GROSS RETURN 0.00%

<TABLE> <S>	<C>	<C>	<C>
Assumed Gross Return	0.00%	0.00%	0.00%
Assumed (avg) Fund Mgmt Fee	0.95%	0.95%	0.95%
Variable Account Charge	1.25%	1.25%	1.25%

Net Return
AIR

-2.19%
3.5%

-2.19%
5.0%

-2.19%
6.0%

</TABLE>

<TABLE>
<CAPTION>

	First Payment in Year	Monthly Payment Amount <C>	Monthly Payment Amount <C>	Monthly Payment Amount <C>
<S>	1	643	726	783
	2	608	676	723
	3	574	630	667
	4	543	587	615
	5	513	547	568
	6	485	509	524
	7	458	474	483
	8	433	442	446
	9	409	412	412
	10	387	383	380
	11	365	357	350
	12	345	333	323
	13	326	310	298
	14	308	289	275
	15	291	269	254
	16	275	251	234
	17	260	233	216
	18	246	217	200
	19	232	203	184
	20	220	189	170
	21	208	176	157
	22	196	164	145
	23	185	153	134
	24	175	142	123
	25	166	132	114

</TABLE>

41

[LINE GRAPH]

ILLUSTRATED GROSS RETURN 12.00%

	<C>	<C>	<C>
<TABLE> <S>			
Assumed Gross Return	12.00%	12.00%	12.00%
Assumed (avg) Fund Mgmt Fee	0.95%	0.95%	0.95%
Variable Account Charge	1.25%	1.25%	1.25%
Net Return	9.55%	9.55%	9.55%
AIR	3.5%	5.0%	6.0%

</TABLE>

<TABLE>
<CAPTION>

	First Payment in Year	Monthly Payment Amount <C>	Monthly Payment Amount <C>	Monthly Payment Amount <C>
<S>	1	643	726	783
	2	681	757	809
	3	720	790	836
	4	762	825	864
	5	807	860	893
	6	854	898	923
	7	904	936	954
	8	957	977	986
	9	1013	1019	1019
	10	1072	1063	1053
	11	1135	1110	1088
	12	1201	1158	1125
	13	1271	1208	1163
	14	1346	1260	1201
	15	1424	1315	1242
	16	1507	1372	1283
	17	1596	1431	1326
	18	1689	1493	1371
	19	1788	1558	1417
	20	1892	1625	1464
	21	2003	1696	1513
	22	2120	1769	1564
	23	2244	1846	1616
	24	2375	1926	1670
	25	2513	2009	1726

</TABLE>

ILLUSTRATED GROSS RETURN 6.00%

<TABLE> <S>	<C>	<C>	<C>
Assumed Gross Return	6.00%	6.00%	6.00%
Assumed (avg) Fund Mgmt Fee	0.95%	0.95%	0.95%
Variable Account Charge	1.25%	1.25%	1.25%
Net Return	3.68%	3.68%	3.68%
AIR	3.5%	5.0%	6.0%

</TABLE>

<TABLE> <CAPTION>	First Payment in Year	Monthly Payment Amount	Monthly Payment Amount	Monthly Payment Amount
<S>		<C>	<C>	<C>
	1	643	726	783
	2	644	717	766
	3	645	708	749
	4	646	699	733
	5	647	690	717
	6	649	682	701
	7	650	673	686
	8	651	664	671
	9	652	656	656
	10	653	648	642
	11	654	640	628
	12	655	632	614
	13	657	624	600
	14	658	616	587
	15	659	608	574
	16	660	601	562
	17	661	593	550
	18	662	586	538
	19	663	578	526
	20	665	571	514
	21	666	564	503
	22	667	557	492
	23	668	550	481
	24	669	543	471
	25	670	536	460

</TABLE>

APPENDIX D: CONDENSED FINANCIAL INFORMATION

The following tables reflect accumulation unit values for the units of the sub-accounts. As used in this appendix, 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.

On April 8, 2005, the Strong Opportunity Fund II, Inc.: Investor Class merged into the Wells Fargo Variable Trust Funds - Wells Fargo Advantage Opportunity Fund VT: Investor Class. The condensed financial information shown in this appendix is as of December 31, 2004, when the above-mentioned underlying mutual fund was still the Strong Opportunity Fund II, Inc.: Investor Class.

The American Century Variable Portfolios, Inc. - American Century VP Mid Cap Value Fund: Class II, The American Century Variable Portfolios, Inc. - American Century VP Vista Fund: Class II, Fidelity Variable Insurance Products Fund IV - Fidelity VIP Freedom Fund 2010 Portfolio: Service Class 2, Fidelity Variable Insurance Products Fund IV - Fidelity VIP Freedom Fund 2020 Portfolio: Service Class 2, Fidelity Variable Insurance Products Fund IV - Fidelity VIP Freedom Fund 2030 Portfolio: Service Class 2, Fidelity Variable Insurance Products Fund IV - VIP Natural Resources Portfolio: Service Class 2, Franklin Templeton Variable Insurance Products Trust - Templeton Developing Markets Securities Fund: Class 3, Franklin Templeton Variable Insurance Products Trust - Templeton Global Income Securities Fund: Class 3, Gartmore Variable Insurance Trust - Federated GVIT High Income Bond Fund: Class III, Neuberger Berman Advisers Management Trust - AMT International Portfolio: Class S, Neuberger Berman Advisers Management Trust - AMT Regency Portfolio: Class S, T. Rowe Price Equity Series, Inc. - T. Rowe Price Blue Chip Growth Portfolio: Class II, T. Rowe Price Equity Series, Inc. - T. Rowe Price Equity Income Portfolio: Class II, and T. Rowe Price Equity Series, Inc. - T. Rowe Price Limited Term Bond Portfolio: Class II were added to the variable account on May 1, 2005. Therefore, no Condensed Financial Information is available.

NO OPTIONAL BENEFIT ELECTED (TOTAL 1.25%)

(VARIABLE ACCOUNT CHARGES OF 1.25% OF THE DAILY NET ASSETS OF THE VARIABLE

<S>	<C>	<C>	<C>	<C>	<C>
SUB-ACCOUNT	ACCUMULATION UNIT VALUE AT BEGINNING OF PERIOD	ACCUMULATION UNIT VALUE AT END OF PERIOD	PERCENT CHANGE IN ACCUMULATION UNIT VALUE	NUMBER OF ACCUMULATION UNITS AT END OF PERIOD	PERIOD
AIM Variable Insurance Funds - AIM V.I. Basic Value Fund: Series II Shares - Q/NQ	10.663500	11.671570	9.45%	4	2004
	10.000000	10.663500	6.64%	0	2003*
AIM Variable Insurance Funds - AIM V.I. Capital Appreciation Fund: Series II Shares - Q/NQ	10.296349	10.811543	5.00%	0	2004
	10.000000	10.296349	2.96%	0	2003*
AIM Variable Insurance Funds - AIM V.I. Capital Development Fund: Series II Shares - Q/NQ	10.374012	11.808586	13.83%	0	2004
	10.000000	10.374012	3.74%	0	2003*
AllianceBernstein Variable Products Series Fund, Inc. - AllianceBernstein Growth and Income Portfolio: Class B - Q/NQ	10.660536	11.708653	9.83%	0	2004
	10.000000	10.660536	6.61%	0	2003*

</TABLE>

<S>	<C>	<C>	<C>	<C>	<C>
SUB-ACCOUNT	ACCUMULATION UNIT VALUE AT BEGINNING OF PERIOD	ACCUMULATION UNIT VALUE AT END OF PERIOD	PERCENT CHANGE IN ACCUMULATION UNIT VALUE	NUMBER OF ACCUMULATION UNITS AT END OF PERIOD	PERIOD
AllianceBernstein Variable Products Series Fund, Inc. - AllianceBernstein Small/Mid Cap Value Portfolio: Class B - Q/NQ	10.689767	12.569700	17.59%	0	2004
	10.000000	10.689767	6.90%	0	2003*
American Century Variable Portfolios, Inc. - American Century VP Income & Growth Fund: Class I - Q/NQ	11.768787	13.131678	11.58%	0	2004
	9.213262	11.768787	27.74%	96	2003
	11.571520	9.213262	-20.38%	3,485	2002
	12.787029	11.571520	-9.51%	2,356	2001
	14.485724	12.787029	-11.73%	1,110	2000

American Century Variable Portfolios, Inc. -	9.809129	11.132159	13.49%	0	2004
American Century VP International Fund: Class I - Q/NQ	7.977821	9.809129	22.95%	0	2003
	10.145818	7.977821	-21.37%	618	2002
	14.507647	10.145818	-30.07%	0	2001
	17.662250	14.507647	-17.86%	899	2000
American Century Variable Portfolios, Inc. - American Century VP International Fund: Class III - Q/NQ	10.000000	11.244214	12.44%	7	2004*
American Century Variable Portfolios, Inc. - American Century VP Ultra Fund: Class I - Q/NQ	9.831340	10.744913	9.29%	0	2004
	7.971013	9.831340	23.34%	109	2003
	10.000000	7.971013	-20.29%	0	2002*
American Century Variable Portfolios, Inc. - American Century VP Value Fund: Class I - Q/NQ	16.076066	18.150582	12.90%	156	2004
	12.623723	16.076066	27.35%	1,213	2003
	14.630021	12.623723	-13.71%	3,076	2002
	13.132406	14.630021	11.40%	3,876	2001
	11.255628	13.132406	16.67%	246	2000
American Century Variable Portfolios II, Inc. - American Century VP Inflation Protection Fund: Class II - Q/NQ	10.237378	10.696844	4.49%	856	2004
	10.000000	10.237378	2.37%	0	2003*
Credit Suisse Trust - Large Cap Value Portfolio - Q/NQ	12.338645	13.566563	9.95%	0	2004
	9.982657	12.338645	23.60%	0	2003
	13.145064	9.982657	-24.06%	0	2002
	13.187744	13.145064	-0.32%	0	2001
	12.261224	13.187744	7.56%	0	2000
Dreyfus Investment Portfolios - Small Cap Stock Index Portfolio: Service Shares - Q/NQ	10.355238	12.463747	20.36%	2,209	2004
	7.610820	10.355238	36.06%	743	2003
	10.000000	7.610820	-23.89%	17,848	2002*

</TABLE>

44

SUB-ACCOUNT	ACCUMULATION UNIT VALUE AT BEGINNING OF PERIOD	ACCUMULATION UNIT VALUE AT END OF PERIOD	PERCENT CHANGE IN ACCUMULATION UNIT VALUE	NUMBER OF ACCUMULATION UNITS AT END OF PERIOD	PERIOD

The Dreyfus Socially Responsible Growth Fund, Inc.: Initial Shares - Q/NQ	9.609681 7.722981 11.006915 14.397461 16.386683	10.078937 9.609681 7.722981 11.006915 14.397461	4.88% 24.43% -29.84% -23.55% -12.14%	0 0 261 0 0	2004 2003 2002 2001 2000
Dreyfus Stock Index Fund, Inc.: Initial Shares - Q/NQ	11.118412 8.771190 11.440825 13.193664 14.726559	12.147726 11.118412 8.771190 11.440825 13.193664	9.26% 26.76% -23.33% -13.29% -10.41%	7,442 1,456 41,029 7,028 2,351	2004 2003 2002 2001 2000
Dreyfus Variable Investment Fund -Appreciation Portfolio: Initial Shares - Q/NQ	11.615394 9.707308 11.803122 13.180436 13.433832	12.049000 11.615394 9.707308 11.803122 13.180436	3.73% 19.66% -17.76% -10.45% -1.89%	0 96 1,613 2,042 0	2004 2003 2002 2001 2000
Dreyfus Variable Investment Fund -Developing Leaders Portfolio: Service Shares - Q/NQ	10.336480 10.000000	11.334718 10.336480	9.66% 3.36%	0 0	2004 2003*
Federated Insurance Series - Federated American Leaders Fund II: Service Shares - Q/NQ	10.729148 10.000000	11.601684 10.729148	8.13% 7.29%	0 0	2004 2003*
Federated Insurance Series - Federated Capital Appreciation Fund II: Service Shares - Q/NQ	10.519530 10.000000	11.126609 10.519530	5.77% 5.20%	0 0	2004 2003*
Federated Insurance Series - Federated Quality Bond Fund II: Primary Shares - Q/NQ	12.700446 12.290233 11.386105 10.675429 9.787093	12.995693 12.700446 12.290233 11.386105 10.675429	2.32% 3.34% 7.94% 6.66% 9.08%	2,419 1,193 3,950 22,058 410	2004 2003 2002 2001 2000
Fidelity Variable Insurance Products Fund - VIP Equity-Income Portfolio: Service Class - Q/NQ	13.134952 10.214304 12.462000 13.297371 12.432231	14.447194 13.134952 10.214304 12.462000 13.297371	9.99% 28.59% -18.04% -6.28% 6.96%	300 0 8,231 4,899 5,641	2004 2003 2002 2001 2000
Fidelity Variable Insurance Products Fund - VIP Growth Portfolio: Service Class - Q/NQ	11.376316 8.676036 12.587267 15.494279 17.641868	11.600743 11.376316 8.676036 12.587267 15.494279	1.97% 31.12% -31.07% -18.76% -12.17%	4 0 2,849 6,608 21,563	2004 2003 2002 2001 2000

</TABLE>

<TABLE>
<CAPTION>
<S>

SUB-ACCOUNT	ACCUMULATION UNIT VALUE AT BEGINNING OF PERIOD	ACCUMULATION UNIT VALUE AT END OF PERIOD	PERCENT CHANGE IN ACCUMULATION UNIT VALUE	NUMBER OF ACCUMULATION UNITS AT END OF PERIOD	PERIOD
Fidelity Variable Insurance Products Fund - VIP High Income Portfolio: Service Class - Q/NQ	9.451656 7.538157 7.367024 8.468211 11.080460	10.217205 9.451656 7.538157 7.367024 8.468211	8.10% 25.38% 2.32% -13.00% -23.58%	0 384 653 230 1,540	2004 2003 2002 2001 2000
Fidelity Variable Insurance Products Fund - VIP Overseas Portfolio: Service Class - Q/NQ	10.971102 7.757996 9.862700 12.687275 15.890221	12.295261 10.971102 7.757996 9.862700 12.687275	12.07% 41.42% -21.34% -22.26% -20.16%	0 0 0 436 346	2004 2003 2002 2001 2000
Fidelity Variable Insurance Products Fund - VIP Overseas Portfolio: Service Class R - Q/NQ	10.000000	12.259263	22.59%	820	2004*
Fidelity Variable Insurance Products Fund II - VIP Contrafund(R) Portfolio: Service Class - Q/NQ	13.961332 11.014882 12.315058 14.231074 15.447579	15.901687 13.961332 11.014882 12.315058 14.231074	13.90% 26.75% -10.56% -13.46% -7.88%	917 298 2,705 3,466 16,651	2004 2003 2002 2001 2000
Fidelity Variable Insurance Products Fund II - VIP Investment Grade Bond Portfolio: Service Class - Q/NQ	10.132142 10.000000	10.437626 10.132142	3.01% 1.32%	184 0	2004 2003*
Fidelity Variable Insurance Products Fund III - VIP Growth Opportunities Portfolio: Service Class - Q/NQ	8.717183 6.808058 8.829438 10.450878 12.777351	9.215932 8.717183 6.808058 8.829438 10.450878	5.72% 28.04% -22.89% -15.51% -18.21%	0 0 0 0 0	2004 2003 2002 2001 2000
Fidelity Variable Insurance Products Fund III - VIP Mid Cap Portfolio: Service Class 2 - Q/NQ	10.698680 10.000000	13.169953 10.698680	23.10% 6.99%	144 0	2004 2003*

Fidelity Variable	11.603120	13.060805	12.56%	0	2004
Insurance Products Fund	7.446470	11.603120	55.82%	690	2003
III - VIP Value Strategies Portfolio: Service Class - Q/NQ	10.000000	7.446470	-25.54%	0	2002*

</TABLE>

46

<TABLE> <CAPTION> <S>					
<S>	<C>	<C>	<C>	<C>	<C>
SUB-ACCOUNT	ACCUMULATION UNIT VALUE AT BEGINNING OF PERIOD	ACCUMULATION UNIT VALUE AT END OF PERIOD	PERCENT CHANGE IN ACCUMULATION UNIT VALUE	NUMBER OF ACCUMULATION UNITS AT END OF PERIOD	PERIOD
Franklin Templeton Variable Insurance Products Trust - Franklin Rising Dividends Securities Fund: Class 2 - Q/NQ	10.247554	11.232480	9.61%	901	2004
	10.000000	10.247554	2.48%	0	2003*
Franklin Templeton Variable Insurance Products Trust - Franklin Small Cap Value Securities Fund: Class 2 - Q/NQ	10.679693	13.050590	22.20%	977	2004
	10.000000	10.679693	6.80%	0	2003*
Franklin Templeton Variable Insurance Products Trust - Templeton Foreign Securities Fund: Class 2 - Q/NQ	10.687308	12.509221	17.05%	0	2004
	10.000000	10.687308	6.87%	0	2003*
Franklin Templeton Variable Insurance Products Trust - Templeton Foreign Securities Fund: Class 3 - Q/NQ	10.000000	11.376180	13.76%	1,237	2004*
GVIT Dreyfus GVIT International Value Fund: Class II - Q/NQ	10.919858	12.921038	18.33%	0	2004
	10.000000	10.919858	9.20%	0	2003*
GVIT Dreyfus GVIT International Value Fund: Class VI - Q/NQ	10.000000	11.397535	13.98%	254	2004*

GVIT Dreyfus GVIT Mid Cap	18.045837	20.623786	14.29%	243	2004
Index Fund: Class I - Q/NQ	13.571367	18.045837	32.97%	0	2003
	16.226571	13.571367	-16.36%	3,391	2002
	16.650563	16.226571	-2.55%	2,951	2001
	14.634711	16.650563	13.77%	458	2000
GVIT Federated GVIT High	12.342012	13.418308	8.72%	209	2004
Income Bond Fund: Class I	10.221629	12.342012	20.74%	0	2003
- Q/NQ	10.027593	10.221629	1.94%	241	2002
	9.744373	10.027593	2.91%	7,295	2001
	10.757403	9.744373	-9.42%	1,338	2000
GVIT Gartmore GVIT	11.109704	13.246644	19.23%	0	2004
Emerging Markets Fund:	6.807349	11.109704	63.20%	0	2003
Class I - Q/NQ	8.132085	6.807349	-16.29%	0	2002
	8.685889	8.132085	-6.38%	1,504	2001
	10.000000	8.685889	-13.14%	0	2000*

</TABLE>

47

<TABLE>					
<CAPTION>					
<S>					
SUB-ACCOUNT	ACCUMULATION UNIT VALUE AT BEGINNING OF PERIOD	ACCUMULATION UNIT VALUE AT END OF PERIOD	PERCENT CHANGE IN ACCUMULATION UNIT VALUE	NUMBER OF ACCUMULATION UNITS AT END OF PERIOD	PERIOD
GVIT Gartmore GVIT Emerging Markets Fund: Class III - Q/NQ	10.000000	14.608663	46.09%	908	2004*
GVIT Gartmore GVIT Global Financial Services Fund: Class I - Q/NQ	12.000664	14.338558	19.48%	0	2004
	8.591229	12.000664	39.69%	0	2003
	10.000000	8.591229	-14.09%	0	2002*
GVIT Gartmore GVIT Global Financial Services Fund: Class III - Q/NQ	10.000000	14.731957	47.32%	0	2004*
GVIT Gartmore GVIT Global Health Sciences Fund: Class I - Q/NQ	11.163659	11.890573	6.51%	0	2004
	8.270129	11.163659	34.99%	580	2003
	10.000000	8.270129	-17.30%	0	2002*
GVIT Gartmore GVIT Global Health Sciences Fund: Class III - Q/NQ	10.000000	12.142666	21.43%	0	2004*

GVIT Gartmore GVTI Global Technology and Communications Fund: Class I - Q/NQ	2.938715 1.917037 3.392912 5.999315 10.000000	3.027146 2.938715 1.917037 3.392912 5.999315	3.01% 53.29% -43.50% -43.45% -40.01%	0 0 0 0 0	2004 2003 2002 2001 2000*
---	---	--	--	-----------------------	---------------------------------------

GVIT Gartmore GVTI Global Technology and Communications Fund: Class III - Q/NQ	10.000000	11.250482	12.50%	884	2004*
---	-----------	-----------	--------	-----	-------

GVIT Gartmore GVTI Global Utilities Fund: Class I - Q/NQ	10.548585 8.611019 10.000000	13.538495 10.548585 8.611019	28.34% 22.50% -13.89%	0 0 0	2004 2003 2002*
--	------------------------------------	------------------------------------	-----------------------------	-------------	-----------------------

GVIT Gartmore GVTI Global Utilities Fund: Class III - Q/NQ	10.000000	12.484648	24.85%	0	2004*
--	-----------	-----------	--------	---	-------

GVIT Gartmore GVTI Government Bond Fund: Class I - Q/NQ	12.745923 12.654152 11.546116 10.902126 9.809384	12.997203 12.745923 12.654152 11.546116 10.902126	1.97% 0.73% 9.60% 5.91% 11.14%	147 134 3,457 25,716 403	2004 2003 2002 2001 2000
---	--	---	--	--------------------------------------	--------------------------------------

GVIT Gartmore GVTI Growth Fund: Class I - Q/NQ	6.060807 4.623680 6.568981 9.257262 12.759401	6.473239 6.060807 4.623680 6.568981 9.257262	6.80% 31.08% -29.61% -29.04% -27.45%	0 0 0 0 0	2004 2003 2002 2001 2000
---	---	--	--	-----------------------	--------------------------------------

GVIT Gartmore GVTI International Growth Fund: Class I - Q/NQ	6.521138 4.869101 6.496891 9.221767 10.000000	7.353676 6.521138 4.869101 6.496891 9.221767	12.77% 33.93% -25.05% -29.55% -7.78%	0 0 1,209 0 0	2004 2003 2002 2001 2000*
--	---	--	--	---------------------------	---------------------------------------

</TABLE>

<TABLE>
<CAPTION>
<S>

SUB-ACCOUNT	ACCUMULATION UNIT VALUE AT BEGINNING OF PERIOD	ACCUMULATION UNIT VALUE AT END OF PERIOD	PERCENT CHANGE IN ACCUMULATION UNIT VALUE	NUMBER OF ACCUMULATION UNITS AT END OF PERIOD	PERIOD
GVIT Gartmore GVTI	10.584735	10.938716	3.34%	0	2004

Investor Destinations	9.933326	10.584735	6.56%	0	2003
Conservative Fund: Class II - Q/NQ	10.000000	9.933326	-0.67%	1,953	2002*

GVIT Gartmore GVIT	10.700165	11.322864	5.82%	3,109	2004
Investor Destinations	9.530058	10.700165	12.28%	0	2003
Moderately Conservative Fund: Class II - Q/NQ	10.000000	9.530058	-4.70%	35,027	2002*

GVIT Gartmore GVIT	10.709575	11.584213	8.17%	24,602	2004
Investor Destinations	9.033690	10.709575	18.55%	0	2003
Moderate Fund: Class II - Q/NQ	10.000000	9.033690	-9.66%	0	2002*

GVIT Gartmore GVIT	10.738253	11.886380	10.69%	8,590	2004
Investor Destinations	8.586354	10.738253	25.06%	26,123	2003
Moderately Aggressive Fund: Class II - Q/NQ	10.000000	8.586354	-14.14%	341	2002*

GVIT Gartmore GVIT	10.723013	12.074239	12.60%	0	2004
Investor Destinations	8.234496	10.723013	30.22%	0	2003
Aggressive Fund: Class II - Q/NQ	10.000000	8.234496	-17.66%	0	2002*

GVIT Gartmore GVIT Mid Cap Growth Fund: Class I - Q/NQ	11.253065	12.816839	13.90%	728	2004
	8.131671	11.253065	38.39%	127	2003
	13.074320	8.131671	-37.80%	0	2002
	18.999657	13.074320	-31.19%	63	2001
	22.735718	18.999657	-16.43%	0	2000

GVIT Gartmore GVIT Money Market Fund: Class I - Q/NQ	11.151696	11.101653	-0.45%	589	2004
	11.222643	11.151696	-0.63%	0	2003
	11.228670	11.222643	-0.05%	21,700	2002
	10.976083	11.228670	2.30%	15,295	2001
	10.482530	10.976083	4.71%	25,012	2000

GVIT Gartmore GVIT Nationwide Fund: Class I - Q/NQ	10.930890	11.846853	8.38%	0	2004
	8.680809	10.930890	25.92%	0	2003
	10.636664	8.680809	-18.39%	0	2002
	12.216049	10.636664	-12.93%	7,938	2001
	12.637807	12.216049	-3.34%	7,132	2000

GVIT Gartmore GVIT Nationwide Leaders Fund: Class I - Q/NQ	10.377980	12.174295	17.31%	0	2004
	8.381556	10.377980	23.82%	0	2003
	10.000000	8.381556	-16.18%	355	2002*

GVIT Gartmore GVIT U.S. Growth Leaders Fund: Class I - Q/NQ	12.255359	13.603959	11.00%	0	2004
	8.157293	12.255359	50.24%	575	2003
	10.000000	8.157293	-18.43%	0	2002*

</TABLE>

<TABLE>

<CAPTION>

<S>

<S>	<C>	<C>	<C>	<C>	<C>
SUB-ACCOUNT	ACCUMULATION UNIT VALUE AT BEGINNING OF PERIOD	ACCUMULATION UNIT VALUE AT END OF PERIOD	PERCENT CHANGE IN ACCUMULATION UNIT VALUE	NUMBER OF ACCUMULATION UNITS AT END OF PERIOD	PERIOD
GVIT Gartmore GVIT	9.797330	11.190533	14.22%	0	2004
Worldwide Leaders Fund:	7.291847	9.797330	34.36%	0	2003
Class I - Q/NQ	9.897097	7.291847	-26.32%	0	2002
	12.345376	9.897097	-19.83%	1,528	2001
	14.257588	12.345376	-13.41%	729	2000
GVIT GVIT Small Cap Growth Fund: Class I - Q/NQ	12.943374	14.496373	12.00%	345	2004
	9.762003	12.943374	32.59%	54	2003
	14.818626	9.762003	-34.12%	0	2002
	16.831886	14.818626	-11.96%	609	2001
	20.331712	16.831886	-17.21%	162	2000
GVIT GVIT Small Cap Value Fund: Class I - Q/NQ	24.618843	28.516666	15.83%	0	2004
	15.893715	24.618843	54.90%	15	2003
	22.097595	15.893715	-28.07%	831	2002
	17.445777	22.097595	26.66%	2,438	2001
	15.886176	17.445777	9.82%	912	2000
GVIT GVIT Small Company Fund: Class I - Q/NQ	19.244942	22.619557	17.54%	126	2004
	13.820149	19.244942	39.25%	0	2003
	16.928867	13.820149	-18.36%	918	2002
	18.376589	16.928867	-7.88%	3,101	2001
	17.087592	18.376589	7.54%	9,065	2000
GVIT J.P. Morgan GVIT Balanced Fund: Class I - Q/NQ	10.168075	10.893591	7.14%	0	2004
	8.695502	10.168075	16.93%	144	2003
	10.042076	8.695502	-13.41%	681	2002
	10.557899	10.042076	-4.89%	1,951	2001
	10.728485	10.557899	-1.59%	851	2000
GVIT Van Kampen GVIT Comstock Value Fund: Class I - Q/NQ	10.250526	11.893755	16.03%	651	2004
	7.897653	10.250526	29.79%	0	2003
	10.684106	7.897653	-26.08%	1,229	2002
	12.317063	10.684106	-13.26%	0	2001
	13.954430	12.317063	-11.73%	0	2000
GVIT Van Kampen GVIT Multi Sector Bond Fund: Class I - Q/NQ	13.215501	13.903003	5.20%	0	2004
	11.936481	13.215501	10.72%	0	2003
	11.274938	11.936481	5.87%	1,657	2002
	10.959378	11.274938	2.88%	14,572	2001

	10.503468	10.959378	4.34%	0	2000
Janus Aspen Series - Balanced Portfolio: Service Shares-Q/NQ	10.314462 10.000000	11.030242 10.314462	6.94% 3.14%	0 0	2004 2003*
Janus Aspen Series - Forty Portfolio: Service Shares-Q/NQ	6.194175 5.216955 6.283990 8.141323 10.000000	7.215824 6.194175 5.216955 6.283990 8.141323	16.49% 18.73% -16.98% -22.81% -18.59%	0 0 1,195 2,245 17,732	2004 2003 2002 2001 2000*
Janus Aspen Series - Global Technology Portfolio: Service Shares-Q/NQ	3.397584 2.348897 4.027049 6.506406 10.000000	3.374104 3.397584 2.348897 4.027049 6.506406	-0.69% 44.65% -41.67% -38.11% -34.94%	0 0 0 0 2,574	2004 2003 2002 2001 2000*

</TABLE>

50

<TABLE> <CAPTION> <S>					
SUB-ACCOUNT	<C> ACCUMULATION UNIT VALUE AT BEGINNING OF PERIOD	<C> ACCUMULATION UNIT VALUE AT END OF PERIOD	<C> PERCENT CHANGE IN ACCUMULATION UNIT VALUE	<C> NUMBER OF ACCUMULATION UNITS AT END OF PERIOD	<C> PERIOD
Janus Aspen Series - International Growth Portfolio: Service Shares-Q/NQ	6.022291 4.533041 6.183160 8.178071 10.000000	7.058336 6.022291 4.533041 6.183160 8.178071	17.20% 32.85% -26.69% -24.39% -18.22%	0 0 0 4,295 6,933	2004 2003 2002 2001 2000*
Janus Aspen Series - International Growth Portfolio: Service II Shares-Q/NQ	10.000000	12.060003	20.60%	0	2004*
Janus Aspen Series - Risk-Managed Core Portfolio: Service Shares-Q/NQ	12.199437 10.000000	14.150937 12.199437	16.00% 21.99%	0 0	2004 2003*
MFS Variable Insurance Trust - MFS Investors Growth Stock Series: Service Class - Q/NQ	10.157854 10.000000	10.932163 10.157854	7.62% 1.58%	975 0	2004 2003*

MFS Variable Insurance	10.751630	12.191297	13.39%	539	2004
Trust - MFS Value Series: Service Class - Q/NQ	10.000000	10.751630	7.52%	0	2003*
Neuberger Berman Advisers Management Trust - AMT Fasciano Portfolio: Class S - Q/NQ	10.487525 10.000000	11.286478 10.487525	7.62% 4.88%	969 0	2004 2003*
Neuberger Berman Advisers Management Trust - AMT Guardian Portfolio - Q/NQ	12.820605 9.853218 13.566133	14.662576 12.820605 9.853218	14.37% 30.12% -27.37%	0 0 0	2004 2003 2002
	13.949218 13.966839	13.566133 13.949218	-2.75% -0.13%	1,924 0	2001 2000
Neuberger Berman Advisers Management Trust - AMT Limited Maturity Bond Portfolio: Class I - Q/NQ	10.015684 10.000000	9.967544 10.015684	-0.48% 0.16%	0 105	2004 2003*
Neuberger Berman Advisers Management Trust - AMT Mid-Cap Growth Portfolio: Class I - Q/NQ	12.493396 9.878424 14.157405 19.027345 20.820318	14.349215 12.493396 9.878424 14.157405 19.027345	14.85% 26.47% -30.22% -25.59% -8.61%	0 0 1,662 2,860 3,860	2004 2003 2002 2001 2000
Neuberger Berman Advisers Management Trust - AMT Partners Portfolio - Q/NQ	11.949322 8.957418 11.957935 12.462618 12.531553	14.039079 11.949322 8.957418 11.957935 12.462618	17.49% 33.40% -25.09% -4.05% -0.55%	0 1,355 226 8,273 0	2004 2003 2002 2001 2000

</TABLE>

51

SUB-ACCOUNT	ACCUMULATION UNIT VALUE AT BEGINNING OF PERIOD	ACCUMULATION UNIT VALUE AT END OF PERIOD	PERCENT CHANGE IN ACCUMULATION UNIT VALUE	NUMBER OF ACCUMULATION UNITS AT END OF PERIOD	PERIOD
Neuberger Berman Advisers Management Trust - AMT Socially Responsive Portfolio - Q/NQ	10.552559 10.000000	11.804504 10.552559	11.86% 5.53%	0 0	2004 2003*
Oppenheimer Variable Account Funds -	12.361526 9.967175	14.621223 12.361526	18.28% 24.02%	0 0	2004 2003

Oppenheimer Aggressive	13.978216	9.967175	-28.69%	0	2002
Growth Fund/VA:	20.596567	13.978216	-32.13%	0	2001
Non-Service Shares - Q/NQ	23.496887	20.596567	-12.34%	4,147	2000

Oppenheimer Variable	14.168379	14.961776	5.60%	0	2004
Account Funds -	10.957031	14.168379	29.31%	0	2003
Oppenheimer Capital	15.170607	10.957031	-27.77%	278	2002
Appreciation Fund/VA:	17.574219	15.170607	-13.68%	13,935	2001
Non-Service Shares - Q/NQ	17.836627	17.574219	-1.47%	4,021	2000

Oppenheimer Variable	8.978200	10.565033	17.67%	0	2004
Account Funds -	6.356923	8.978200	41.23%	0	2003
Oppenheimer Global	8.267491	6.356923	-23.11%	4,395	2002
Securities Fund/VA:	9.518646	8.267491	-13.14%	15,697	2001
Non-Service Shares - Q/NQ	10.000000	9.518646	-4.81%	16,998	2000*

Oppenheimer Variable	10.000000	16.753552	67.54%	1,138	2004*
Account Funds -					
Oppenheimer Global					
Securities Fund/VA:					
Class 3 - Q/NQ					

Oppenheimer Variable	10.316723	11.077356	7.37%	803	2004
Account Funds -	10.000000	10.316723	3.17%	0	2003*
Oppenheimer High Income					
Fund/VA: Service Shares -					
Q/NQ					

Oppenheimer Variable	11.707682	12.654982	8.09%	0	2004
Account Funds -	9.355937	11.707682	25.14%	1,370	2003
Oppenheimer Main Street	11.667724	9.355937	-19.81%	6,111	2002
Fund/VA: Non-Service	13.152642	11.667724	-11.29%	2,341	2001
Shares - Q/NQ	14.599387	13.152642	-9.91%	10,114	2000

Oppenheimer Variable	10.302989	12.125632	17.69%	0	2004
Account Funds -	10.000000	10.302989	3.03%	0	2003*
Oppenheimer Main Street					
Small Cap Fund/VA: Service					
Shares - Q/NQ					

</TABLE>

<TABLE>					
<CAPTION>					
<S>					
SUB-ACCOUNT	ACCUMULATION UNIT VALUE AT BEGINNING OF PERIOD	ACCUMULATION UNIT VALUE AT END OF PERIOD	PERCENT CHANGE IN ACCUMULATION UNIT VALUE	NUMBER OF ACCUMULATION UNITS AT END OF PERIOD	PERIOD
Putnam Variable Trust -	10.658246	11.694543	9.72%	0	2004

Putnam VT Growth & Income Fund: Class IB - Q/NQ	10.000000	10.658246	6.58%	0	2003*

Putnam Variable Trust - Putnam VT International Equity Fund: Class IB - Q/NQ	10.914377 10.000000	12.523498 10.914377	14.74% 9.14%	0 0	2004 2003*

Putnam Variable Trust - Putnam VT Voyager Fund: Class IB - Q/NQ	10.156107 10.000000	10.533905 10.156107	3.72% 1.56%	0 0	2004 2003*

The Universal Institutional Funds, Inc. - Core Plus Fixed Income Portfolio: Class II - Q/NQ	10.129517 10.000000	10.410321 10.129517	2.77% 1.30%	0 0	2004 2003*

The Universal Institutional Funds, Inc. - Emerging Markets Debt Portfolio: Class I - Q/NQ	23.717411 18.783491 17.415214 16.018934 14.562396	25.777598 23.717411 18.783491 17.415214 16.018934	8.69% 26.27% 7.86% 8.72% 10.00%	0 31 358 432 0	2004 2003 2002 2001 2000

The Universal Institutional Funds, Inc. - Mid Cap Growth Portfolio: Class I - Q/NQ	5.723928 4.088676 6.014503 8.617166 10.000000	6.873124 5.723928 4.088676 6.014503 8.617166	20.08% 39.99% -32.02% -30.20% -13.83%	0 0 0 501 0	2004 2003 2002 2001 2000*

The Universal Institutional Funds, Inc. - U.S. Real Estate Portfolio: Class I - Q/NQ	18.699570 13.770483 14.055442 12.959009 12.466313	25.186652 18.699570 13.770483 14.055442 12.959009	34.69% 35.79% -2.03% 8.46% 3.95%	1,289 203 2,104 2,011 2,013	2004 2003 2002 2001 2000*

Van Eck Worldwide Insurance Trust - Worldwide Emerging Markets Fund: Initial Class - Q/NQ	19.447415 12.772187 13.320519 13.739047 23.931619	24.176597 19.447415 12.772187 13.320519 13.739047	24.32% 52.26% -4.12% -3.05% -42.59%	0 0 0 0 0	2004 2003 2002 2001 2000

Wells Fargo Variable Trust Funds - Wells Fargo Advantage Opportunity Fund VT - Q/NQ	9.106093 6.730519 9.313641 9.772739 10.000000	10.630738 9.106093 6.730519 9.313641 9.772739	16.74% 35.30% -27.73% -4.70% -2.27%	0 0 452 4,371 0	2004 2003 2002 2001 2000*

</TABLE>

SUB-ACCOUNT	ACCUMULATION UNIT VALUE AT BEGINNING OF PERIOD	ACCUMULATION UNIT VALUE AT END OF PERIOD	PERCENT CHANGE IN ACCUMULATION UNIT VALUE	NUMBER OF ACCUMULATION UNITS AT END OF PERIOD	PERIOD
Van Eck Worldwide Insurance Trust - Worldwide Hard Assets	16.905954	20.697822	22.43%	0	2004
Fund: Initial Class - Q/NQ	11.800336	16.905954	43.27%	0	2003
	12.298301	11.800336	-4.05%	0	2002
	13.907561	12.298301	-11.57%	353	2001
	12.641312	13.907561	10.02%	0	2000

APPENDIX E: CONTRACT TYPES AND TAX INFORMATION

The contracts described in this prospectus are classified according to the tax treatment to which they are subject under the Internal Revenue 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.

TYPES OF CONTRACTS

INDIVIDUAL RETIREMENT ANNUITIES ("IRAS")

Individual Retirement Annuities are contracts that satisfy the provisions of Section 408(b) of the Internal Revenue Code, including the following requirements:

- o the contract is not transferable by the owner;
- o the premiums are not fixed;
- o if the contract owner is younger than age 50, the annual premium cannot exceed \$4,000; if the contract owner is age 50 or older, the annual premium cannot exceed \$4,500 (although rollovers of greater amounts from qualified plans, Tax Sheltered Annuities and other IRAs can be received);
- o certain minimum distribution requirements must be satisfied after the owner attains the age of 70 1/2;
- o the entire interest of the owner in the contract is nonforfeitable; and
- o 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.

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.

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

When the owner of an Individual Retirement Contract attains the age of 70 1/2, the Internal Revenue Code requires that certain minimum distributions must be made. In addition, upon the death of the owner of an Individual Retirement Contract, mandatory distribution requirements are imposed by the Internal Revenue Code, to ensure distribution of the entire balance in the contract within a required statutory period.

For further details regarding IRAs, please refer to the disclosure statement provided when the IRA was established.

NON-QUALIFIED CONTRACTS

A Non-Qualified Contract is a contract that does not qualify for certain tax

benefits under the Internal Revenue Code, and which is not an IRA, Roth 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 statutory period.

Non-Qualified contracts that are owned by natural persons allow for the deferral of taxation on the income earned in the contract until it is distributed or deemed to be distributed.

ROTH IRAS

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

- o the contract is not transferable by the owner;
- o the premiums are not fixed;
- o if the contract owner is younger than age 50, the annual premium cannot exceed \$4,000; if the contract owner is age 50 or older, the annual premium cannot exceed \$4,500 (although rollovers of greater amounts from other Roth IRAs and IRAs can be received);
- o the entire interest of the owner in the contract is nonforfeitable; and
- o 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 IRA; however, the amount rolled over from the IRA 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 and additional income limitations for eligibility to roll over amounts from an IRA to a Roth IRA. For further details regarding Roth IRAs, please refer to the disclosure statement provided when the Roth IRA was established.

Upon the death of the owner of a Roth IRA, mandatory distribution requirements are imposed by the Internal Revenue Code to ensure distribution of the entire balance in the contract within a required statutory period.

TAX SHELTERED ANNUITIES

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

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

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

55

The owner's interest in the contract is nonforfeitable (except for failure to pay premiums) and cannot be transferred. Certain minimum distribution requirements must be satisfied after the owner attains the age of 70 1/2, and after the owner's death. Additional distribution requirements may be imposed to ensure distribution of the entire balance in the contract within the statutory period of time.

When the owner of a Tax Sheltered Annuity attains the age of 70 1/2, the Internal Revenue Code requires that certain minimum distributions must be made. In addition, upon the death of the owner of a Tax Sheltered Annuity, mandatory distribution requirements are imposed by the Internal Revenue Code, to ensure distribution of the entire balance in the contract within a required statutory period.

FEDERAL TAX CONSIDERATIONS

FEDERAL INCOME TAXES

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

- o the type of contract purchased;
- o the purposes for which the contract is purchased; and

- o 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 investment options available or the number of transfer opportunities available under a variable product may be relevant in determining whether the product qualifies for the desired tax treatment. In 2003, the Internal Revenue Service issued formal guidance, in Revenue Ruling 2003-91, that indicates that if the number of investment options available in a variable insurance product does not exceed 20, the number of investment options 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 investment options 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 investment options, transfers between investment options, exchanges of investment options or changes in investment objectives of investment options such that the contract would no longer qualify for tax deferred treatment under Section 72 of the Internal Revenue 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, 408(a), and 403(b)(7) of the Internal Revenue 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 contracts. In addition to the federal income tax, distributions from annuity contracts may be subject to state and local income taxes. The tax rules across all states and localities are not uniform and therefore will not be 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. Nothing in this prospectus should be considered to be tax advice. Contract owners and prospective contract owners should consult a financial consultant, tax advisor or legal counsel to discuss the taxation and use of the contracts.

INDIVIDUAL RETIREMENT ANNUITIES

Distributions from IRAs, are generally taxed as ordinary income when received. If any of the amount contributed to the IRA was nondeductible 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 59 1/2 years, the income is subject to regular income tax and an additional penalty tax of 10% is also generally applicable. The 10% penalty tax can be avoided if the distribution is:

- o made to a beneficiary on or after the death of the owner;
- o attributable to the owner becoming disabled (as defined in the Internal Revenue Code);
- o 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;
- o used for qualified higher education expenses; or
- o 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:

- o it is made on or after the date on which the contract owner attains age 59

1/2;

- o it is made to a beneficiary (or the contract owner's estate) on or after the death of the contract owner;
- o it is attributable to the contract owner's disability; or

56

- o 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 taxable 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 includable in gross income for federal income tax purposes.

A non-qualified distribution is not includible 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 will be included in the contract owner's gross income in the year that is distributed to the contract owner.

Special rules apply for Roth IRAs that have proceeds received from a traditional IRA prior to January 1, 1999 if the owner elected the special 4-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 59 1/2 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:

- o made to a beneficiary on or after the death of the owner;
- o attributable to the owner becoming disabled (as defined in the Internal Revenue Code);
- o 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;
- o for qualified higher education expenses; or
- o 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 may be included in the contract owner's gross estate for tax purposes.

TAX SHELTERED ANNUITIES

Distributions from Tax Sheltered Annuities are generally taxed when received. A portion of each distribution is excludable from income based on a formula established pursuant to the Internal Revenue Code. The formula excludes from income the amount invested in the contract divided by the number of anticipated payments until the full investment in the contract is recovered. Thereafter all distributions are fully taxable.

If a distribution of income is made from a Tax Sheltered Annuity prior to the date that the owner attains the age of 59 1/2 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:

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

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 Contract that is owned by a

natural person is not taxable until it is distributed from the contract.

Distributions before the income start date are taxable to the contract owner to the extent that the cash value of the contract exceeds the contract owner's investment at the time of the distribution. Distributions, for this purpose, include partial surrenders, any portion of the contract that is assigned or pledged; 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 income start date, a portion of each annuity payment is excludable from taxable income. The amount excludable is based on the ratio between the contract owner's investment in the contract and 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.

In determining the taxable amount of a distribution, 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 income start date are treated first as a 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 Internal Revenue Code imposes a penalty tax if a distribution is made before the contract owner reaches age 59 1/2. The amount of the penalty is 10% of the portion of any distribution that is includible in gross income. The penalty tax does not apply if the distribution is:

- o the result of a contract owner's death;

57

- o the result of a contract owner's disability, (as defined in the Internal Revenue Code);

- o 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;

- o allocable to an investment in the contract before August 14, 1982; or

- o from an immediate annuity.

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.

For purposes of the exception to the penalty tax, an immediate annuity is a single premium contract from which payments begin within one year of purchase, and which provides for substantially equal periodic payments. If the contract is issued as the result of a nontaxable exchange described in Section 1035 of the Internal Revenue Code, for purposes of determining whether the contract is an immediate annuity, it will generally be considered to have been purchased on the purchase date of the contract given up in the exchange. Consequently, if all or a portion of the purchase payment for this contract is the result of a Section 1035 exchange from a life insurance contract, an endowment contract, or a deferred annuity that was issued more than 1 year prior to the Income Start Date, then this contract would not qualify for the immediate annuity exception to the penalty tax.

NON-QUALIFIED CONTRACTS - NON-NATURAL PERSONS AS CONTRACT OWNERS

The previous discussion related to the taxation of Non-Qualified Contracts owned by individuals, including immediate annuity contracts that are owned by entities but which satisfy the immediate annuity exception to the penalty tax. Different rules (the so-called "non-natural persons" rules) apply if the contract owner is not a natural person and the contract does not satisfy the immediate annuity exception. If all or a portion of the purchase payment for this contract is the result of a Section 1035 exchange from a life insurance contract, an endowment contract, or a deferred annuity that was issued more than 1 year prior to the Income Start Date, then this contract would not qualify for the immediate annuity exception to the non-natural persons rules.

Generally, contracts owned by corporations, partnerships, trusts, and similar entities are not treated as annuity contracts under the Internal Revenue 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 that 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 rule that annuity contracts that are owned by non-natural persons are not treated as annuity contracts for tax purposes, 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 Internal Revenue 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:

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

WITHHOLDING

Pre-death distributions from the contracts are subject to federal income tax. Nationwide will 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:

- o the distribution is made directly to another Tax Sheltered Annuity or IRA; or
- o the distribution satisfies the minimum distribution requirements imposed by the Internal Revenue Code.

In addition, under some circumstances, the Internal Revenue Code will not permit contract owners to waive withholding. Such circumstances include:

- o if the payee does not provide Nationwide with a taxpayer identification number; or
- o 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 mandatory back-up withholding. The mandatory back-up withholding rate is established by Section 3406 of the Internal Revenue 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

58

order to obtain the benefits of such a treaty, the non-resident alien must:

- 1) provide Nationwide with proof of residency and citizenship (in accordance with Internal Revenue Service requirements); 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 way to avoid the 30% withholding 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; and

- 2) the distribution is not includable in the non-resident alien's gross income for United States federal income tax purposes.

Note that these distributions may be subject to back-up withholding, currently 30%, if a correct taxpayer identification number is not provided.

FEDERAL ESTATE, GIFT AND GENERATION SKIPPING TRANSFER TAXES

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

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

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

Section 2612 of the Internal Revenue 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 Internal Revenue Code (generally, trusts that have no beneficiaries who are not 2 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:

- o 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
- o who is required to report the transfer of the contract, death benefit, distribution, or other payment for federal gift tax purposes.

If a transfer is a direct skip, Nationwide will 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

Internal Revenue 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:

- o the failure to diversify was accidental;
- o the failure is corrected; and
- o 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.

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 your tax and/or financial adviser for more information.

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 adviser for more information.

In 2001, the Economic Growth and Tax Relief Reconciliation Act (EGTRRA) was

enacted. EGTRRA made numerous changes to the Internal Revenue Code, including the following:

- o generally lowering federal income tax rates;
- o increasing the amounts that may be contributed to various retirement plans, such as IRAs, Tax Sheltered Annuities and Qualified Plans;
- o increasing the portability of various retirement plans by permitting IRAs, Tax Sheltered Annuities, Qualified Plans and certain governmental 457 plans to "roll" money from one plan to another;
- o eliminating and/or reducing the highest federal estate tax rates;

59

- o increasing the estate tax credit; and
- o for persons dying after 2009, repealing the estate tax.

All of the changes resulting from EGTRRA are scheduled to "sunset," or become ineffective, after December 31, 2010 unless they are extended by additional legislation. If changes resulting from EGTRRA are not extended, beginning January 1, 2011, the Internal Revenue Code will be restored to its pre-EGTRRA form. This creates uncertainty as to future tax requirements and implications. Please consult a qualified tax or financial adviser for further information relating to EGTRRA and other tax issues.

REQUIRED DISTRIBUTIONS

Any distribution paid that is NOT due to payment of the death benefit may be subject to a CDSC.

The Internal Revenue 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. Please consult a qualified tax or financial adviser for more specific required distribution information.

REQUIRED DISTRIBUTIONS - GENERAL INFORMATION

In general, a beneficiary is an entity or person that the contract owner designates to receive death proceeds upon the contract owner's death. The distribution rules in the Internal Revenue 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, Roth IRAs and Tax Sheltered Annuities after the death of the annuitant, 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)-5.

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 December 31 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

Internal Revenue 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 income start 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 income start 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 5 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), 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 Internal Revenue Code by reason of Section 72(s)(5) or any other law or rule.

REQUIRED DISTRIBUTIONS FOR TAX SHELTERED ANNUITIES, IRAS AND ROTH IRAS

Distributions from a Tax Sheltered Annuity or IRA 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. 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)-5, which is the deemed joint life expectancy of the contract owner and a person 10 years younger than the contract owner. If the designated beneficiary is the spouse of the contract

60

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)-5.

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

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

If the contract owner's entire interest in a Tax Sheltered Annuity or 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 70 1/2. 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.

If the contract owner dies before the required beginning date (in the case of a Tax Sheltered Annuity or IRA) or before the entire contract value is distributed (in the case of Roth IRAs), 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 Tax Sheltered Annuity or 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 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 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, 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 which 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 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.

Distributions from Roth IRAs may be either taxable or nontaxable, depending upon whether they are "qualified distributions" or "non-qualified distributions" (see "Federal Tax Considerations").

STATEMENT OF ADDITIONAL INFORMATION

JULY 1, 2005

Individual Single Premium Immediate Variable Annuity Contracts

Issued by Nationwide Life Insurance Company through its Nationwide Variable Account-9

This Statement of Additional Information is not a prospectus. It contains information in addition to and more detailed than set forth in the prospectus and should be read in conjunction with the prospectus dated July 1, 2005. The prospectus may be obtained from Nationwide Life Insurance Company by writing One Nationwide Plaza RR1-04-F4, Columbus, Ohio 43215, or calling 1-800-243-6295, TDD 1-800-238-3035.

TABLE OF CONTENTS

PAGE

General Information and History.....1
 Services.....1

Purchase of Securities Being Offered.....	2
Underwriters.....	2
Annuity Payments.....	2
Financial Statements.....	_

GENERAL INFORMATION AND HISTORY

The Nationwide Variable Account-9 is a separate investment account of Nationwide Life Insurance Company ("Nationwide"). Nationwide is a member of the Nationwide group of companies. All of Nationwide's common stock is owned by Nationwide Financial Services, Inc. ("NFS"), a holding company. NFS has two classes of common stock outstanding with different voting rights enabling Nationwide Corporation (the holder of all of the outstanding Class B Common Stock) to control NFS. Nationwide Corporation is a holding company, as well. All of its common stock is held by Nationwide Mutual Insurance Company (95.2%) and Nationwide Mutual Fire Insurance Company (4.8%), the ultimate controlling persons of the Nationwide group of companies. The Nationwide group of companies is one of America's largest insurance and financial services family of companies, with combined assets of over \$157 billion as of December 31, 2004.

SERVICES

Nationwide, which has responsibility for administration of the contracts and the variable account, maintains records of the name, address, taxpayer identification number, and other pertinent information for each contract owner and the number and type of contract issued to each contract owner and records with respect to the contract/commutation value.

The custodian of the assets of the variable account is Nationwide. Nationwide will maintain a record of all purchases and redemptions of shares of the investment options. Nationwide, or affiliates of Nationwide, may have entered into agreements with either the investment adviser or distributor for the investment options. The agreements relate to administrative services furnished by Nationwide or an affiliate of Nationwide. Some of the services provided include distribution of underlying fund prospectuses, semi-annual and annual fund reports, proxy materials and fund communications, as well as maintaining the websites and voice response systems necessary for contract owners to execute trades in the funds. Nationwide also acts as a limited agent for the fund for purposes of accepting the trades. For these services the funds agree to pay Nationwide an annual fee based on the average aggregate net assets of the variable account (and other separate accounts of Nationwide or life insurance company subsidiaries of Nationwide) invested in the particular fund.

Nationwide takes these anticipated fee payments into consideration when it determines the charges that will be assessed under the contracts. Without these payments, contract charges would be higher. Only those underlying mutual funds that agree to pay Nationwide a fee will be offered in the contract. Generally, Nationwide expects to receive somewhere between 0.10% to 0.45% (an annualized rate of the daily net assets of the variable account) from the mutual funds it offers in the contracts. What is actually received depends upon many factors, including but not limited to the type of fund, (i.e., money market funds generally pay less revenue than other fund types) and the actual services rendered to the fund company. Nationwide does not consider these fee payments when determining fund availability associated with any of the optional benefits offered in the contract.

Distribution, Promotional and Sales Expenses

In addition to or partially in lieu of commission, Nationwide may 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, such as training and education, that may contribute to the promotion and marketing of Nationwide's products. Nationwide makes certain assumptions about the amount of marketing allowance it will pay and takes these assumptions into consideration when it determines the charges that will be assessed under the contracts. For the contracts described in the prospectus, Nationwide assumed up to 0.60% (of the daily net assets of the variable account) for marketing allowance when determining the charges for the contracts. The actual amount of the marketing allowance may be higher or lower than this assumption. If the actual amount of marketing allowance paid is more than what was assumed, Nationwide will fund

the difference. Nationwide generally does not profit from any excess marketing allowance if the amount assumed was higher than what is actually paid. Any excess would be spent on additional marketing for the contracts. For more information about marketing allowance or how a particular selling firm uses marketing allowances, please consult with your registered representative.

Independent Registered Public Accounting Firm

The financial statements of Nationwide Variable Account-9 and the consolidated

financial statements of Nationwide Life Insurance Company and subsidiaries for the periods indicated have been included herein in reliance upon the reports of KPMG LLP, independent registered public accounting firm, appearing elsewhere herein, and upon the authority of said firm as experts in accounting and auditing. The report of KPMG LLP covering the December 31, 2004 consolidated financial statements of Nationwide Life Insurance Company and subsidiaries contains an explanatory paragraph that states that Nationwide Life Insurance Company and subsidiaries adopted the American Institute of Certified Public Accountants' Statement of Position 03-1, Accounting and Reporting by Insurance Enterprises for Certain Nontraditional Long-Duration Contracts and for Separate Accounts in 2004. KPMG LLP is located at 191 West Nationwide Blvd., Columbus, Ohio 43215.

PURCHASE OF SECURITIES BEING OFFERED

The contracts will be sold by licensed insurance agents in the states where the contracts may be lawfully sold. Such agents will be registered representatives of broker-dealers registered under the Securities Exchange Act of 1934 who are members of the National Association of Securities Dealers, Inc. ("NASD").

UNDERWRITERS

The contracts, which are offered continuously, are distributed by Nationwide Investment Services Corporation ("NISC"), One Nationwide Plaza, Columbus, Ohio 43215, a wholly owned subsidiary of Nationwide. For contracts issued in Michigan, all references to NISC will mean Nationwide Investment Svcs. Corporation. During the fiscal years ended December 31, 2004, 2003 and 2002, no underwriting commissions were paid by Nationwide to NISC.

ANNUITY PAYMENTS

See "Frequency and Amount of Annuity Payments" located in the prospectus.

2

Financials will be added by subsequent Post-Eff.

PART C. OTHER INFORMATION

Item 24. FINANCIAL STATEMENTS AND EXHIBITS

(a) Financial Statements:

Nationwide Variable Account-9:

Report of Independent Registered Accounting Firm.

Statement of Assets, Liabilities and Contract Owners' Equity as of December 31, 2004.

Statements of Operations for the year ended December 31, 2004.

Statements of Contract Owners' Equity for the years ended December 31, 2004 and 2003.

Notes to Financial Statements.

Nationwide Life Insurance Company and subsidiaries:

Report of Independent Registered Accounting Firm.
Consolidated Balance Sheets as of December 31, 2004 and 2003.

Consolidated Statements of Income for the years ended December 31, 2004, 2003 and 2002.

Consolidated Statements of Shareholder's Equity for the years ended December 31, 2004, 2003 and 2002.

Consolidated Statements of Cash Flows for the years ended December 31, 2004, 2003 and 2002.

Notes to Consolidated Financial Statements.

Item 24. (b) Exhibits

- (1) Resolution of the Depositor's Board of Directors authorizing the establishment of the Registrant - Filed previously with initial registration statement (File No. 333-28995) and is hereby incorporated by reference.
- (2) Not Applicable
- (3) Underwriting or Distribution of contracts between the Depositor and Principal Underwriter - Filed previously with Post-Effective Amendment No. 2 to registration statement (File No. 333-79327) and hereby incorporated by reference.
- (4) Variable Annuity Application - Attached hereto.
- (5) Articles of Incorporation of Depositor - Filed previously with initial registration statement (File No. 333-28995) and is hereby incorporated by reference.
- (6) Not Applicable
- (7) Not Applicable
- (8) Opinion of Counsel - Filed previously with initial registration statement (File No. 333-79327) and hereby incorporated by reference.
- (9) Not Applicable
- (10) Not Applicable
- (11) Not Applicable
- (12) The form of the variable annuity contract - Filed previously with Post-Effective Amendment No. 11 to registration statement (File No. 333-79327) and hereby incorporated by reference. America's Income Annuity Income Foundation Rider attached.

Item 25. DIRECTORS AND OFFICERS OF THE DEPOSITOR

Arden L. Shisler, Chairman of the Board
W.G. Jurgensen, Director and Chief Executive Officer
Mark R. Thresher, President and Chief Operating Officer
Patricia R. Hatler, Executive Vice President and Chief Legal and Governance Officer
Terri L. Hill, Executive Vice President-Chief Administrative Officer
Michael C. Keller, Executive Vice President-Chief Information Officer
Kathleen D. Ricord, Executive Vice President-Chief Marketing Officer
W. Kim Austen, Senior Vice President-Property and Casualty Commercial/Farm Product Pricing
J. Stephen Baine, Senior Vice President-Corporate Strategy
James R. Burke, Senior Vice President-P/C Strategic Planning and Operations
David A. Diamond, Senior Vice President
Thomas W. Dietrich, Senior Vice President-Division General Counsel
Dennis P. Drent, Senior Vice President-Internal Audits
Peter A. Golato, Senior Vice President-Individual Protection Business Head
J. Lynn Greenstein, Senior Vice President-Property and Casualty Personal Lines Product Pricing
Kelly A. Hamilton, Senior Vice President-PC Finance
David K. Hollingsworth, Senior Vice President-PCIO Brokerage Operations & Sponsor Relations
David R. Jahn, Senior Vice President-Property and Casualty Claims
Richard A. Karas, Senior Vice President-Non-Affiliated Sales
M. Eileen Kennedy, Senior Vice President-Chief Financial Officer
Gale V. King, Senior Vice President-Property and Casualty Human Resources
Srinivas Koushik, Senior Vice President-Chief Technology Officer
Gregory S. Lashutka, Senior Vice President-Corporate Relations

Katherine A. Mabe, Senior Vice President-Marketing, Strategy and Urban Operations
 Duane C. Meek, Senior Vice President-Group Business Head
 Keith I. Millner, Senior Vice President-In Retirement Business Head
 Brian W. Nocco, Senior Vice President and Treasurer
 R. Dennis Noice, Senior Vice President-NF Systems
 Mark D. Phelan, Senior Vice President-Individual Investments Business Head
 Steven P. Rothman, Senior Vice President-IT Strategy and Solutions Delivery
 Gary I. Siroko, Senior Vice President-CIO Strategic Investments
 John S. Skubik, Senior Vice President-Consumer Finance
 Gail G. Snyder, Senior Vice President-Enterprise Portfolio & Strategy Management
 Mark D. Torkos, Senior Vice President-Property and Casualty Systems
 Thomas E. Barnes, Vice President-Assistant to the CEO and Secretary
 Joseph A. Alutto, Director
 James G. Brocksmith, Jr., Director
 Keith W. Eckel, Director
 Lydia M. Marshall, Director
 Donald L. McWhorter, Director
 Martha James Miller de Lombera, Director
 David O. Miller, Director
 James F. Patterson, Director
 Gerald D. Prothro, Director
 Alex Shumate, Director

The business address of the Directors and Officers of the Depositor is:
 One Nationwide Plaza, Columbus, Ohio 43215

Item 26. PERSONS CONTROLLED BY OR UNDER COMMON CONTROL WITH THE DEPOSITOR OR REGISTRANT.

- * Subsidiaries for which separate financial statements are filed
- ** Subsidiaries included in the respective consolidated financial statements
- *** Subsidiaries included in the respective group financial statements filed for unconsolidated subsidiaries
- **** Other subsidiaries

<TABLE>
 <CAPTION>
 <S>

COMPANY	STATE/COUNTRY OF ORGANIZATION	NO. VOTING SECURITIES (SEE ATTACHED CHART UNLESS OTHERWISE INDICATED)	PRINCIPAL BUSINESS
1717 Advisory Services, Inc.	Pennsylvania		The company was formerly registered as an investment advisor and is currently inactive.
1717 Brokerage Services, Inc.	Pennsylvania		The company is registered as a broker-dealer.
1717 Capital Management Company*	Pennsylvania		The company is registered as a broker-dealer and investment advisor.
1717 Insurance Agency of Massachusetts, Inc.	Massachusetts		The company was established to grant proper licensing to Provident Mutual Life Insurance Company (n.k.a. Nationwide Life Insurance Company of America) affiliates in Massachusetts.
1717 Insurance Agency of Texas, Inc.	Texas		The company was established to grant proper licensing to former Provident Mutual Life Insurance Company (n.k.a. Nationwide Life Insurance Company of America) affiliates in Texas.
401(k) Investment Advisors, Inc.	Texas		The company is an investment advisor registered with the Securities and Exchange Commission.
401(k) Investment Services, Inc.*	Texas		The company is a broker-dealer registered with the National Association of Securities Dealers, Inc.

AGMC Reinsurance, Ltd.	Turks & Caicos Islands	The company is in the business of reinsurance of mortgage guaranty risks.
AID Finance Services, Inc.	Iowa	The company operates as a holding company.
ALLIED Document Solutions, Inc.	Iowa	The company provides general printing services to its affiliated companies as well as to unaffiliated companies.
ALLIED General Agency Company	Iowa	The company acts as a general agent and surplus lines broker for property and casualty insurance products.
ALLIED Group, Inc.	Iowa	The company is a property and casualty insurance holding company.
ALLIED Group Insurance Marketing Company	Iowa	The company engages in the direct marketing of property and casualty insurance products.
ALLIED Property and Casualty Insurance Company	Iowa	The company underwrites general property and casualty insurance.
Allied Texas Agency, Inc.	Texas	The company acts as a managing general agent to place personal and commercial automobile insurance with Colonial County Mutual Insurance Company for the independent agency companies.
Allnations, Inc.	Ohio	The company engages in promoting, extending, and strengthening cooperative insurance organizations throughout the world.
AMCO Insurance Company	Iowa	The company underwrites general property and casualty insurance.

</TABLE>

<TABLE>
<CAPTION>
<S>

<C> <C> <C>

COMPANY	STATE/COUNTRY OF ORGANIZATION	NO. VOTING SECURITIES (SEE ATTACHED CHART UNLESS OTHERWISE INDICATED)	PRINCIPAL BUSINESS
American Marine Underwriters, Inc.	Florida		The company is an underwriting manager for ocean cargo and hull insurance.
Asset Management Holdings plc*	England and Wales		The company is a holding company of a group engaged in the management of pension fund assets, unit trusts and other collective investment schemes, investment trusts and portfolios for corporate clients.
Audenstar Limited	United Kingdom		The company is an investment holding company.
Cal-Ag Insurance Services, Inc.	California		The company is an insurance agency.
CalFarm Insurance Agency	California		The company is an insurance agency.
Capital Pro Holding, Inc.	Delaware		The company operates as a holding company.
Capital Professional Advisors, Inc.	Delaware		The company provides training and financial support for certain financial services firms. The company also provides financial services support through a broker-dealer subsidiary, an investment advisor subsidiary and an insurance agency subsidiary.
Cap Pro Advisory Services, Inc.	Delaware		The company is an investment advisor that is registered in the State of Minnesota. It provides investment advisory services for customers of financial services firms that have contractual agreements with its parent company, Capital Professional Advisors, Inc.
Cap Pro Brokerage Services, Inc.*	Delaware		The company is a registered broker-dealer that conducts a general securities business. It provides investment advisory services for customers of financial services firms that have contractual

agreements with its parent company, Capital Professional Advisors, Inc.

Cap Pro Insurance Agency Services, Inc.	Delaware	The company is a licensed insurance agency that sells and services insurance products for financial services firms that have contractual agreements with its parent company, Capital Professional Advisors, Inc.
Colonial County Mutual Insurance Company*	Texas	The company underwrites non-standard automobile and motorcycle insurance and other various commercial liability coverages in Texas.
Cooperative Service Company	Nebraska	The company is an insurance agency that sells and services commercial insurance. The company also provides loss control and compliance consulting services and audit, compilation, and tax preparation services.
Corviant Corporation	Delaware	The purpose of the company is to create a captive distribution network through which affiliates can sell multi-manager investment products, insurance products and sophisticated estate planning services.
Crestbrook Insurance Company (f.k.a. CalFarm Insurance Company)	Ohio	The company is an Ohio-based multi-line insurance corporation that is authorized to write personal, automobile, homeowners and commercial insurance.
Damian Securities Limited*	England and Wales	The company is engaged in investment holding.
Delfi Realty Corporation	Delaware	The company is currently inactive.
Depositors Insurance Company	Iowa	The company underwrites general property and casualty insurance.

</TABLE>

<TABLE>
<CAPTION>
<S>

<C> <C> <C>

COMPANY	STATE/COUNTRY OF ORGANIZATION	NO. VOTING SECURITIES (SEE ATTACHED CHART UNLESS OTHERWISE INDICATED)	PRINCIPAL BUSINESS
Discover Insurance Agency, LLC	California		The purpose of the company is to sell property and casualty insurance products including, but not limited to, automobile or other vehicle insurance and homeowner's insurance.
Discover Insurance Agency of Texas, LLC	Texas		The purpose of the company is to sell property and casualty insurance products including, but not limited to, automobile or other vehicle insurance and homeowner's insurance.
DVM Insurance Agency, Inc.	California		This company places pet insurance business not written by Veterinary Pet Insurance Company outside of California with National Casualty Company.
Europewide Financial S.A (f.k.a. Dancia Life S.A.)*	Luxembourg		The purpose of this company is to carry out, on its own behalf or on behalf of third parties, any insurance business, including coinsurance and reinsurance, relating to human life, whether undertaken in Luxembourg or abroad, all real estate business and all business relating to movable assets, all financial business and other business related directly to the company's objectives that would promote or facilitate the realization of the company's objectives.
Europewide Life SA (f.k.a. CLARIENT Life Insurance SA)*	Luxembourg		The company writes life insurance including coinsurance and reinsurance.
F&B, Inc.	Iowa		The company is an insurance agency that places business not written by Farmland Mutual Insurance Company and its affiliates with other carriers.
Farmland Mutual Insurance	Iowa		The company provides property and casualty insurance

Insurance Intermediaries, Inc.	Ohio	The company is an insurance agency and provides commercial property and casualty brokerage services.
Life REO Holdings, LLC	Ohio	The company serves as a holding company for foreclosure entities.
Lone Star General Agency, Inc.	Texas	The company acts as general agent to market non-standard automobile and motorcycle insurance for Colonial County Mutual Insurance Company.
MedProSolutions, Inc.	Massachusetts	The company provides third-party administration services for workers' compensation, automobile injury and disability claims.
National Casualty Company	Wisconsin	The company underwrites various property and casualty coverage, as well as individual and group accident and health insurance.
National Casualty Company of America, Ltd.	England	This is a limited liability company organized for profit under the Companies Act of 1948 of England for the purpose of carrying on the business of insurance, reinsurance, indemnity, and guarantee of various kinds. This company is currently inactive.
National Deferred Compensation, Inc.*	Ohio	The company administers deferred compensation plans for public employees.
Nationwide Advantage Mortgage Company*	Iowa	The company makes residential mortgage loans.
Nationwide Affinity Insurance Company of America	Kansas	The company is a shell insurer with no active policies or liabilities.
Nationwide Affordable Housing, LLC	Ohio	The company invests in multi-family housing projects throughout the U.S.
Nationwide Agribusiness Insurance Company	Iowa	The company provides property and casualty insurance primarily to agricultural businesses.

</TABLE>

<TABLE>

<CAPTION>

<S> <C> <C> <C>

COMPANY	STATE/COUNTRY OF ORGANIZATION	NO. VOTING SECURITIES (SEE ATTACHED CHART UNLESS OTHERWISE INDICATED)	PRINCIPAL BUSINESS
Nationwide Arena, LLC*	Ohio		The purpose of the company is to develop Nationwide Arena and to engage in related development activity.
Nationwide Asset Management Holdings, Limited*	England and Wales		The company is a holding company for a group engaged in the management of pension fund assets, unit trusts and other collective investment schemes, investment trusts and portfolios for corporate clients.
Nationwide Assurance Company	Wisconsin		The company underwrites non-standard automobile and motorcycle insurance.
Nationwide Atlantic Insurance Company	Ohio		The company writes personal lines residential property insurance in the State of Florida.
Nationwide Capital Mortgage, LLC	Ohio		This company is a holding company that funds/owns commercial mortgage loans on an interim basis, hedges the loans during the ownership period, and then sells the loans as part of a securitization to generate profit.
Nationwide Cash Management Company*	Ohio		The company buys and sells investment securities of a short-term nature as agent for other corporations, foundations, and insurance company separate accounts.
Nationwide Community Development Corporation, LLC	Ohio		The company holds investments in low-income housing funds.
Nationwide Corporation	Ohio		The company acts primarily as a holding company

for entities affiliated with Nationwide Mutual Insurance Company and Nationwide Mutual Fire Insurance Company.

Nationwide Credit Enhancement Insurance Company	Ohio	The company is currently inactive.
Nationwide Financial Assignment Company	Ohio	The company acts as an administrator of structured settlements.
Nationwide Financial Institution Distributors Agency, Inc.	Delaware	The company is an insurance agency.
Nationwide Financial Institution Distributors Agency, Inc. of New Mexico	New Mexico	The company is an insurance agency.
Nationwide Financial Institution Distributors Insurance Agency, Inc. of Massachusetts	Massachusetts	The company is an insurance agency.
Nationwide Financial Services (Bermuda) Ltd.*	Bermuda	The company is a long-term insurer that issues variable annuity and variable life products to persons outside of the United States and Bermuda.
Nationwide Financial Services Capital Trust	Delaware	The Trust's sole purpose is to issue and sell certain securities representing individual beneficial interests in the assets of the Trust.
Nationwide Financial Services Capital Trust II	Delaware	The Trust's sole purpose is to issue and sell certain securities representing individual beneficial interests in the assets of the Trust.
Nationwide Financial Services, Inc.*	Delaware	The company acts primarily as a holding company for companies within the Nationwide organization that offer or distribute long-term savings and retirement products.
Nationwide Financial Sp. Z o.o	Poland	The company provides distribution services for its affiliate Nationwide Towarzystwo Ubezpieczen na Zycie S.A. in Poland.

</TABLE>

<TABLE>

<CAPTION>

<S>

<C>

<C>

<C>

COMPANY	STATE/COUNTRY OF ORGANIZATION	NO. VOTING SECURITIES OF (SEE ATTACHED CHART UNLESS OTHERWISE INDICATED)	PRINCIPAL BUSINESS
Nationwide Financial Structured Products, LLC	Ohio		The company captures and reports the results of the structured products business unit.
Nationwide Foundation*	Ohio		The company contributes to non-profit activities and projects.
Nationwide General Insurance Company	Ohio		The company transacts a general insurance business, except life insurance, and primarily provides automobile and fire insurance to select customers.
Nationwide Global Finance, LLC	Ohio		The company acts as a support company for Nationwide Global Holdings, Inc. in its international capitalization efforts.
Nationwide Global Funds	Luxembourg		This company issues shares of mutual funds.
Nationwide Global Holdings, Inc.*	Ohio		The company is a holding company for the international operations of Nationwide.
Nationwide Global Holdings-NGH Brasil Participacoes, Ltda.	Brazil		The company acts as a holding company for subsidiaries of the Nationwide group of companies.
Nationwide Global Services EIG	Luxembourg		The company provides shared services to PanEuroLife, Europewide Life SA, Europewide Financial S.A. (f.k.a. Dancia Life S.A.) and Nationwide Global Holdings, Inc.

		owning and operating real estate and real estate investments.
Nationwide Property and Casualty Insurance Company	Ohio	The company engages in a general insurance business, except life insurance.
Nationwide Provident Distributors, Inc.	Delaware	The company is currently inactive.
Nationwide Provident Holding Company*	Pennsylvania	The company is a holding company for non-insurance subsidiaries.
Nationwide Realty Investors, Ltd.*	Ohio	The company is engaged in the business of developing, owning and operating real estate and real estate investment.
Nationwide Retirement Solutions, Inc.*	Delaware	The company markets and administers deferred compensation plans for public employees.
Nationwide Retirement Solutions, Inc. of Alabama	Alabama	The company provides retirement products, marketing and education and administration to public employees and educators.
Nationwide Retirement Solutions, Inc. of Arizona	Arizona	The company markets and administers deferred compensation plans for public employees.
Nationwide Retirement Solutions, Inc. of Arkansas	Arkansas	The company markets and administers deferred compensation plans for public employees.
Nationwide Retirement Solutions, Inc. of Montana	Montana	The company markets and administers deferred compensation plans for public employees.
Nationwide Retirement Solutions, Inc. of Nevada	Nevada	The company markets and administers deferred compensation plans for public employees.
Nationwide Retirement Solutions, Inc. of New Mexico	New Mexico	The company markets and administers deferred compensation plans for public employees.
Nationwide Retirement Solutions, Inc. of Ohio	Ohio	The company provides retirement products, marketing and education and administration to public employees.
Nationwide Retirement Solutions, Inc. of Oklahoma	Oklahoma	The company markets and administers deferred compensation plans for public employees.
Nationwide Retirement Solutions, Inc. of South Dakota	South Dakota	The company markets and administers deferred compensation plans for public employees.

</TABLE>

<TABLE>

<CAPTION>

<S> <C> <C> <C>

COMPANY	STATE/COUNTRY OF ORGANIZATION	NO. VOTING SECURITIES (SEE ATTACHED CHART UNLESS OTHERWISE INDICATED)	PRINCIPAL BUSINESS
Nationwide Retirement Solutions, Inc. of Texas	Texas		The company markets and administers deferred compensation plans for public employees.
Nationwide Retirement Solutions, Inc. of Wyoming	Wyoming		The company markets and administers deferred compensation plans for public employees.
Nationwide Retirement Solutions, Insurance Agency, Inc.	Massachusetts		The company markets and administers deferred compensation plans for public employees.
Nationwide Securities, Inc.*	Ohio		The company is a registered broker-dealer and provides investment management and administrative services.
Nationwide Services Company, LLC	Ohio		The company performs shared services functions for the Nationwide organization.
Nationwide Services Sp. Z o.o.	Poland		The company provides services to Nationwide Global Holdings, Inc. in Poland.
Nationwide Towarzystwo Ubezpieczen na Zycie S.A.*	Poland		The company is authorized to engage in the business of life insurance and pension products in Poland.

Victoria Specialty Insurance Company	Ohio	The company is a property and casualty insurance company.
VPI Services, Inc.	California	The company operates as a nationwide pet registry service for holders of Veterinary Pet Insurance policies, including pet indemnification and lost pet recovery program.
Washington Square Administrative Services, Inc.	Pennsylvania	The company provides administrative services to Nationwide Life and Annuity Company of America.
Western Heritage Insurance Company	Arizona	The company underwrites excess and surplus lines of property and casualty insurance.
W.H.I. of New York, Inc.	New York	The company is an insurance agency and operates as an employee agent "storefront" for Titan Indemnity Company in New York. This company is currently inactive.
Whitehall Holdings, Inc.	Texas	The company acts as a holding company for the Titan group of agencies.
Whitehall Insurance Agency of Texas, Inc.	Texas	The company is a Texas licensed insurance agency. The company is currently inactive.
Whitehall of Indiana, Inc. (d.b.a. Titan Auto Insurance of Indiana)	Indiana	The company is an insurance agency and operates as an employee agent "storefront" for Titan Indemnity Company in Indiana.
W.I. of Florida (d.b.a. Titan Auto Insurance)	Florida	The company is an insurance agency and operates as an employee agent "storefront" for Titan Indemnity Company in Florida.
William J. Lynch and Associates, Inc.	California	The company specializes in the analysis and funding of corporate benefit liabilities.

</TABLE>

<TABLE>
<CAPTION>
<S> <C>

<C>

<C>

<C>

COMPANY	STATE/COUNTRY OF ORGANIZATION	NO. VOTING SECURITIES (SEE ATTACHED CHART UNLESS OTHERWISE INDICATED)	PRINCIPAL BUSINESS
* MFS Variable Account	Ohio		Issuer of Annuity Contracts
* Nationwide Multi-Flex Variable Account	Ohio		Issuer of Annuity Contracts
* Nationwide VA Separate Account-A	Ohio		Issuer of Annuity Contracts
* Nationwide VA Separate Account-B	Ohio		Issuer of Annuity Contracts
* Nationwide VA Separate Account-C	Ohio		Issuer of Annuity Contracts
* Nationwide VA Separate Account-D	Ohio		Issuer of Annuity Contracts
* Nationwide Variable Account	Ohio		Issuer of Annuity Contracts
* Nationwide Variable Account-II	Ohio		Issuer of Annuity Contracts
* Nationwide Variable Account-3	Ohio		Issuer of Annuity Contracts
* Nationwide Variable Account-4	Ohio		Issuer of Annuity Contracts
* Nationwide Variable Account-5	Ohio		Issuer of Annuity Contracts
* Nationwide Variable Account-6	Ohio		Issuer of Annuity Contracts
* Nationwide Variable Account-7	Ohio		Issuer of Annuity Contracts
* Nationwide Variable Account-8	Ohio		Issuer of Annuity Contracts
* Nationwide Variable Account-9	Ohio		Issuer of Annuity Contracts
* Nationwide Variable Account-10	Ohio		Issuer of Annuity Contracts

	<p>SCOTTSDALE INSURANCE COMPANY (SIC)</p> <p>Common Stock: 30,136 ----- Shares</p> <p>Casualty-100% (See Page 2)</p>	<p>SCOTTSDALE INDEMNITY COMPANY</p> <p>Common Stock: 50,000 ----- Shares</p> <p>Casualty-100%</p>
<p>NATIONWIDE MANAGEMENT SYSTEMS, INC.</p> <p>Common Stock: 100 Shares -----</p> <p>Casualty-100%</p>	<p>ALLIED GROUP, INC. (AGI)</p> <p>Common Stock: 850 Shares -----</p> <p>Casualty-100% (See Page 2)</p>	<p>NATIONWIDE INDEMNITY COMPANY (NW INDEMNITY)</p> <p>Common Stock: 28,000 ----- Shares</p> <p>Casualty-100%</p>
<p>NATIONWIDE AFFINITY INSURANCE COMPANY OF AMERICA</p> <p>Common Stock: 500,000 ----- Shares</p> <p>Casualty-100%</p>	<p>RP&C INTERNATIONAL</p> <p>Common Stock: 1,050 ----- Shares</p> <p>Casualty-21.9%</p>	<p>LONE STAR GENERAL AGENCY, INC.</p> <p>Common Stock: 1,000 ----- Shares</p> <p>Casualty-100%</p>
<p>NEWHOUSE CAPITAL PARTNERS, LLC</p> <p>Casualty-70%</p> <p>GGV-19%</p> <p>Fire-10%</p>	<p>NATIONWIDE CAPITAL MORTGAGE, LLC</p> <p>Mutual-5%</p> <p>NW Indemnity-95%</p>	<p> </p> <p>COLONIAL COUNTY MUTUAL INSURANCE COMPANY</p> <p>Surplus Debentures: -----</p> <p>Assurance Lone Star</p>
<p>NATIONWIDE LLOYDS A TEXAS LLOYDS</p>	<p>NATIONWIDE INSURANCE COMPANY OF FLORIDA</p> <p>Common Stock: 10,000 ----- Shares</p> <p>Casualty-100%</p>	<p>NATIONWIDE SERVICES COMPANY, LLC</p> <p>Single Member Limited Liability Company</p> <p>Casualty-100%</p>
<p>THI HOLDINGS DELAWARE, INC. (THI)</p> <p>Common Stock: 100 Shares</p> <p>Casualty-100%</p> <p>(See page 3)</p>	<p>NATIONWIDE CREDIT ENHANCEMENT INSURANCE COMPANY</p> <p>Casualty-100%</p>	<p>AMERICAN MARINE UNDERWRITERS, INC.</p> <p>Common Stock: 20 Shares -----</p> <p>Casualty-100%</p>
<p>NATIONWIDE ATLANTIC INSURANCE COMPANY</p> <p>Casualty-100%</p>	<p>BLUESPARK, LLC</p> <p>Casualty-100%</p>	

</TABLE>

<TABLE>
<CAPTION>

(right side)

<S>	<C>	<C>	<C>
NATIONWIDE MUTUAL FIRE INSURANCE COMPANY (FIRE)			NATIONWIDE FOUNDATION MEMBERSHIP NONPROFIT CORPORATION
NATIONWIDE CASH MANAGEMENT COMPANY Common Stock: 100 Shares Casualty-100%		NATIONWIDE CORPORATION Common Stock: 13,642,432 ----- Shares Casualty 95.2% Fire 4.8% (See Page 4)	RETENTION ALTERNATIVES, LTD. Common Stock: 120,000 SHARES Fire-100%
NATIONWIDE ARENA LLC Casualty-90%		ALLNATIONS, INC. Common Stock: 12,033 Shares ----- Casualty-16.5% Fire-16.5% Preferred Stock: 1,466 Shares -----	NATIONWIDE PRIVATE EQUITY FUND, LLC Casualty-100%
NATIONWIDE INSURANCE SALES COMPANY, LLC (NISC) Single Member Limited Liability Company Casualty-100%		Casualty-6.8% Fire-6.8%	
INSURANCE INTERMEDIARIES, INC. Common Stock: 1,615 ----- Shares NISC-100%		NATIONWIDE INTERNATIONAL UNDERWRITERS Common Stock: 1,000 ----- Shares Casualty-100%	
DISCOVER INSURANCE AGENCY, LLC Single Member Limited Liability Company NISC-100%		CRESTBROOK INSURANCE COMPANY Common Stock: 52,000 ----- Shares Casualty-100%	
DISCOVER INSURANCE AGENCY OF		NATIONWIDE REALTY INVESTORS, LTD Casualty-95% NW Indemnity-5%	

TEXAS, LLC
 Single Member Limited
 Liability Company

NATIONWIDE
 MUTUAL CAPITAL, LLC
 Single Member Limited
 Liability Company
 Casualty-100%

Subsidiary Companies -- Solid Line
 Contractual Association -- Double Line
 Limited Liability Company -- Dotted Line

March 31, 2005

</TABLE>

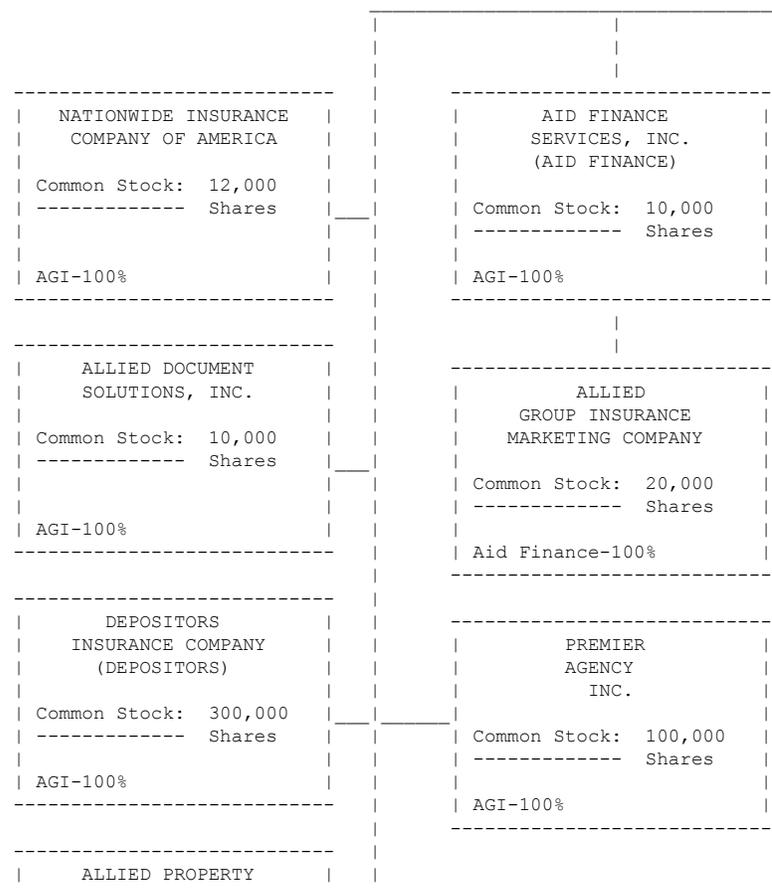
Page 1

<TABLE>
 <CAPTION>

(left side)
 <C>

<S>

FARMLAND MUTUAL
 INSURANCE COMPANY
 Guaranty Fund
 Certificate
 Casualty
 (See Page 1)



Common Stock: 1,000 ----- Shares	Common Stock: 100 ----- Shares
AMCO-100%	CalFarm Insurance Agency-100%

</TABLE>

<TABLE>
<CAPTION>

<S>

<C>

<C>

(right)

<p>NATIONWIDE MUTUAL FIRE INSURANCE COMPANY (FIRE) (See Page 1)</p>

<p>SCOTSDALE INSURANCE COMPANY (SIC)</p> <p>Common Stock: 30,136 ----- Shares</p> <p>Casualty-100%</p>
--

<p>SCOTSDALE SURPLUS LINES INSURANCE COMPANY</p> <p>Common Stock: 10,000 ----- Shares</p> <p>SIC-100%</p>

<p>WESTERN HERITAGE INSURANCE COMPANY</p> <p>Common Stock: 4,776,076 ----- Shares</p> <p>SIC-100%</p>

<p>VETERINARY PET SERVICES, INC. (VPSI)</p> <p>Common Stock: 5,645,527 ----- Shares</p> <p>SIC-60.5%</p>
--

<p>VETERINARY PET INSURANCE CO.</p> <p>VPSI-100%</p>
--

<p>DVM INSURANCE AGENCY, INC.</p> <p>VPSI-100%</p>
--

<p>VPI SERVICES, INC.</p> <p>VPSI-100%</p>
--

Subsidiary Companies -- Solid Line

March 31, 2005

</TABLE>

Page 2

<TABLE>
 <S>

<C>

<C>

```

    |-----|
    | FARMLAND MUTUAL |
    | INSURANCE COMPANY |
    |-----|
    | Guaranty Fund |
    | Certificate |
    |-----|
    | Casualty |
    | (See Page 1) |
    |-----|
    
```

```

    |-----|
    | TITAN INDEMNITY COMPANY |
    | (TITAN) |
    |-----|
    | Common Stock: 4,319,951 Shares |
    |-----|
    | THI-100% |
    |-----|
    
```

```

    |-----|
    | TITAN INSURANCE COMPANY |
    | (TITAN INSURANCE) |
    |-----|
    | Common Stock: 1,000,000 Shares |
    |-----|
    | Titan-100% |
    |-----|
    
```

```

    |-----|
    | TITAN AUTO AGENCY, INC. |
    | (MI) |
    |-----|
    | Common Stock: 1,000 Shares |
    |-----|
    | Titan Insurance-100% |
    |-----|
    
```

```

    |-----|
    | VICTORIA FINANCIAL CORP. |
    | (VICTORIA) |
    |-----|
    | Common Stock: 1,000 Shares |
    |-----|
    | THI-100% |
    |-----|
    
```

```

    |-----|
    | VICTORIA FIRE & |
    | CASUALTY COMPANY |
    | (VICTORIA FIRE) |
    |-----|
    | Common Stock: 1,500 Shares |
    |-----|
    | Victoria-100% |
    |-----|
    
```

```

    |-----|
    | VICTORIA INSURANCE |
    | AGENCY INC. |
    |-----|
    | Common Stock: 497 Shares Class B |
    |-----|
    | 3 Shares Class A |
    |-----|
    | Victoria-100% of |
    | Class A & Class B |
    |-----|
    
```

```

    |-----|
    | VICTORIA AUTOMOBILE |
    | INSURANCE COMPANY |
    |-----|
    | Common Stock: 1,500 Shares |
    |-----|
    | Victoria Fire-100% |
    |-----|
    
```

```

    |-----|
    | VICTORIA NATIONAL |
    | INSURANCE COMPANY |
    |-----|
    | Common Stock: 1,000 Shares |
    |-----|
    
```


<p>TITAN AUTO INSURANCE OF NEW MEXICO, INC.</p> <p>Common Stock: 1,000 Shares</p> <p>Whitehall-100%</p>	<p>WHITEHALL OF INDIANA, INC.</p> <p>Common Stock: 10,000 Shares</p> <p>Whitehall-100%</p>	<p>TITAN INSURANCE SERVICES INC. (TITAN SERVICES)</p> <p>Common Stock: 1 Share</p> <p>Whitehall Ins.-100%</p>
<p>TITAN AUTO INSURANCE (NV)</p> <p>Common Stock: 1,000 Shares</p> <p>Whitehall-100%</p>	<p>WI OF FLORIDA, INC.</p> <p>Common Stock: 100 Shares</p> <p>Whitehall-100%</p>	<p>TITAN NATIONAL AUTO CALL CENTER, INC.</p> <p>Common Stock: 100 Shares</p> <p>Titan Services-100%</p>
<p>TITAN AUTO INSURANCE OF PENNSYLVANIA, INC.</p> <p>Common Stock: 1,000 Shares</p> <p>Whitehall-100%</p>	<p>TITAN AUTO INSURANCE, INC</p> <p>Common Stock: 1,000 Shares</p> <p>Whitehall-100%</p>	<p>QUICK SURE AUTO AGENCY, INC.</p> <p>Common Stock: 1,050 Shares</p> <p>Titan Services-100%</p>
	<p>WHI OF NEW YORK, INC.</p> <p>Common Stock: 100 Shares</p> <p>Whitehall-100%</p>	

</TABLE>

NATIONWIDE MUTUAL
 FIRE INSURANCE COMPANY
 (CASUALTY)
 (See Page 1)

TITAN HOLDINGS
 SERVICE CORPORATION
 (TITAN HOLDINGS)
 Common Stock: 100,00 Share

Subsidiary Companies — Solid Line
 Contractual Association — Double Line
 Limited Liability Company — Dotted Line

March 31, 2005

<p>NATIONWIDE TOWARZYSTWO UBEZPIECZEN NA ZYCIE SA</p> <p>Common Stock: 17,400,000 Shares</p> <p>NGH-100%</p>	<p>NGH LUXEMBOURG S.a.r.L (LUX SA)</p> <p>Common Stock: 225,739 Shares</p> <p>NGH-64.27% NETHER-35.73%</p>
<p>NATIONWIDE FINANCIAL SP. Z O.O.</p> <p>Common Stock: 25,700 Shares</p> <p>NGH-100%</p>	<p>NGH UK, LTD.</p> <p>LUX SA-100%</p>
<p>SIAM AR-NA-KHET COMPANY LTD. (SIAM)</p> <p>NGH-48.99%</p>	<p>GRUPO VIDA PARTICIPACOES LTDA (GRUPO)</p> <p>LUX SA-99.99% NGH-.01%</p>
<p>PANEUROLIFE (PEL)</p> <p>Common Stock: 1,300,000 Shares</p> <p>LUX SA-99.99% NGH-.01%</p>	<p>NATIONWIDE MARITIMA VIDA e PREVIDENCIA SA</p> <p>Common Stock: 1,121,362,977 Shares</p> <p>LUX SA-.000003% NGH BRASIL-99.45%</p>
<p>VERTBOIS, SA</p> <p>PEL-99.99% LUX SA-.01%</p>	<p>EUROPEWIDE LIFE SA (EURO)</p> <p>LUX SA-99.99% NGH-.01%</p>

NATIONWIDE GLOBAL SERVICES EIG		EUROPEWIDE FINANCIAL SA (EURO FIN)
PEL-25%		
EURO FIN-25%		
EURO-25%		LUX SA-99.99%
BRANCH-25%		NGH-.01%

(middle)

<TABLE>

<S> <C> <C> <C>

NATIONWIDE (R)

FARMLAND MUTUAL INSURANCE COMPANY
Guaranty Fund Certificate
Casualty (See Page 1)

NATIONWIDE MUTUAL INSURANCE COMPANY (CASUALTY) (See Page 1)

NATIONWIDE CORPORATION (NW CORP)
Common Stock: 13,642,432 Shares
Casualty 95.2%
Fire 4.8%

NATIONWIDE GLOBAL HOLDINGS, INC. (NGH)
Common Stock: 7,000,000 Shares
NW Corp.-100%

NATIONWIDE SECURITIES, INC.
Common Stock: 7,676 Share
NW Corp.-100%

NATIONWIDE FINANCIAL SERVICES, INC. (NFS)
Common Stock: Control
Class A Public-100%
Class B NW Corp-100%
(See Page 5)

NGH NETHERLANDS B.V. (NETHER)
NW Corp.-99.84%
NGH-.16%

NATIONWIDE SERVICES SP. Z O.O.
Common Stock: 24,906 Shares
NGH-100%

NATIONWIDE GLOBAL FINANCE, LLC
Single Member Limited Liability Company

</TABLE>

(right side)

```

-----
|NATIONWIDE MUTUAL |
|FIRE INSURANCE COMPANY |
|      (FIRE)      |
|      (See Page 1) |
|-----
  
```

<TABLE>
<S>

<C>

<C>

GARTMORE GLOBAL ASSET MANAGEMENT TRUST (GGAMT) NW Corp-100% (See Page 7)	FINANCIAL SETTLEMENT SERVICES AGENCY, INC. Common Stock: 1,500 Shares ----- NW Corp.-100%	GATES, MCDONALD & COMPANY (GATES) Common Stock: 254 Shares ----- NW Corp.-100%
		MEDPROSOLUTIONS, INC. Gates-100%
		GATES, MCDONALD & COMPANY OF NEW YORK, INC. Common Stock: 3 Shares ----- Gates-100%
		GATES, MCDONALD & COMPANY OF NEVADA Common Stock: 40 Shares ----- Gates-100%
		GATESMCDONALD HEALTH PLUS, INC. Common Stock: 200 Shares ----- Gates-100%

Subsidiary Companies -- Solid Line
 Contractual Association -- Double Line
 Limited Liability Company -- Dotted Line

March 31, 2005

</TABLE>

<TABLE>
<S>

<C>

<C>

```

-----
| FARMLAND MUTUAL |
| INSURANCE COMPANY |
|-----|
| Guaranty Fund |
| Certificate |
|-----|
| Casualty |
| (See Page 1) |
|-----|

```

<pre> ----- TBG INSURANCE SERVICES CORP. ----- NFS-63% ----- </pre>	<pre> ----- NATIONWIDE LIFE INSURANCE COMPANY (NW LIFE) ----- Common Stock: 3,814,779 Shares ----- NFS-100% ----- </pre>	<pre> ----- NATIONWIDE FINANCIAL SERVICES CAPITAL TRUST ----- Preferred Stock ----- NFS-100% ----- </pre>
<pre> ----- TBG AVIATION, LLC ----- TBG-100% ----- </pre>	<pre> ----- NATIONWIDE LIFE AND ANNUITY INSURANCE COMPANY ----- Common Stock: 66,000 Shares ----- NW Life-100% ----- </pre>	<pre> ----- CAPITAL PRO HOLDING, INC. (CAP PRO) ----- NFS-63% ----- </pre>
<pre> ----- TBG DANCO INSURANCE COMPANY ----- TBG-100% ----- </pre>	<pre> ----- NATIONWIDE INVESTMENT SERVICES CORPORATION ----- Common Stock: 5,000 Shares ----- NW Life-100% ----- </pre>	<pre> ----- CAPITAL PROFESSIONAL ADVISORS, INC. (CPAI) ----- CAP PRO-100% ----- </pre>
<pre> ----- TBG FINANCIAL & INSURANCE SERVICES CORPORATION ----- TBG-100% ----- </pre>	<pre> ----- NATIONWIDE FINANCIAL ASSIGNMENT COMPANY ----- NW LIFE-100% ----- </pre>	<pre> ----- CAP PRO INSURANCE AGENCY SERVICES, INC. ----- CPAI-100% ----- </pre>
<pre> ----- TBG FINANCIAL & INSURANCE SERVICES CORPORATION OF HAWAII ----- TBG-100% ----- </pre>	<pre> ----- NATIONWIDE PROPERTIES LTD. ----- Units: ---- NW LIFE-97.6% Casualty-2.4% ----- </pre>	<pre> ----- CAP PRO BROKERAGE SERVICES, INC. ----- CPAI-100% ----- </pre>
<pre> ----- WILLIAM J. LYNCH & ASSOCIATES, INC. ----- </pre>	<pre> ----- NATIONWIDE COMMUNITY DEVELOPMENT CORP., LLC ----- Units: ---- NW LIFE-67% NW Indemnity-33% ----- </pre>	<pre> ----- CAP PRO ADVISORY SERVICES, INC. ----- </pre>
	<pre> ----- NATIONWIDE AFFORDABLE HOUSING, LLC ----- </pre>	

TBG-100% TBG ADVISORY SERVICES CORPORATION TBG-100%	-- NW Life-45% NW Indemnity-45%	CPAI-100%
TEAMSTAFF, INC. Common Stock: 15,710,000 ----- Shares NW Life-14%	LIFE REO HOLDINGS LLC (REO) NW LIFE-100%	GARDINER POINT HOSPITALITY LLC REO-100%

</TABLE>

(middle)

<TABLE>

<S>

<C>

NATIONWIDE (R)

<C>

<C>

NATIONWIDE MUTUAL INSURANCE COMPANY (CASUALTY) (See Page 1)
--

NATIONWIDE CORPORATION (NW CORP) Common Stock: 13,642,432 ----- Shares Casualty 95.2% Fire 4.8%
--

NATIONWIDE FINANCIAL SERVICES, INC. (NFS) Common Stock: Control ----- Class A Public-100% Class B NW Corp-100%

REGISTERED INVESTMENT ADVISORS SERVICES, INC. NFS-100%	NATIONWIDE TRUST COMPANY, FSB Common Stock: 2,800,000 ----- Shares NFS-100%	NFS DISTRIBUTORS, INC. (NFSDI) NFS-100%	NATIONWIDE FINANCIAL SERVICES CAPITAL TRUST II NFS-100%
--	--	---	---

NATIONWIDE FINANCIAL INSTITUTION DISTRIBUTORS AGENCY, INC. (NFIDAI) Common Stock: 1,000 Shares	NATIONAL DEFERRED COMPENSATION, INC.	THE 401 (K) COMPANIES, INC. (401 (K))
---	---	--

NFSDI-100%	NFSDI-100%	NFSDI-100%
FINANCIAL HORIZONS DISTRIBUTORS AGENCY OF ALABAMA, INC. Common Stock: 10,000 Shares ----- NFIDAI-100%	FINANCIAL HORIZONS DISTRIBUTORS AGENCY OF OHIO, INC ----- NFIDAI-100%	401(k) INVESTMENT SERVICES, INC. Common Stock: 1,000,000 Shares ----- 401(k)-100%
NATIONWIDE FINANCIAL INSTITUTION DISTRIBUTORS INSURANCE AGENCY, INC. OF MASS. Common Stock: 100 Shares ----- NFIDAI-100%	FINANCIAL HORIZONS DISTRIBUTORS AGENCY OF TEXAS, INC ----- NFIDAI-100%	401(k) INVESTMENT ADVISORS, INC. Common Stock: 1,000 Shares ----- 401(k)-100%
NATIONWIDE FINANCIAL INSTITUTION DISTRIBUTORS AGENCY, INC. OF NEW MEXICO Common Stock: 100 Shares ----- NFIDAI-100%		THE 401(k) COMPANY Common Stock: 855,000 Shares ----- 401(k)-100%

</TABLE>

(right side)

<S>	<C>	<C>	<C>	<C>
NATIONWIDE MUTUAL FIRE INSURANCE COMPANY (FIRE) (See Page 1)				

PENSION ASSOCIATES, INC. Common Stock: 1,000 Shares ----- NFS-100%	NATIONWIDE LIFE INSURANCE COMPANY OF AMERICA (NLICA) ----- NFS-100% (See Page 6)	NATIONWIDE FINANCIAL SERVICES, (BERMUDA) LTD. (NFSB) Common Stock: 250,000 Shares ----- NFS-100%
NATIONWIDE RETIREMENT SOLUTIONS, INC. (NRS) Common Stock: 236,494 Shares ----- NFSDI-100%	NATIONWIDE FINANCIAL STRUCTURED PRODUCTS, LLLC ----- NFS-100%	NFSB INVESTMENTS LTD. Common Stock: 12,000 Shares ----- NFSB-100%

NATIONWIDE RETIREMENT SOLUTIONS, INC. OF ALABAMA Common Stock: 10,000 Shares ----- NRS-100%	NATIONWIDE RETIREMENT SOLUTIONS, INC. OF NEW MEXICO Common Stock: 1,000 Shares ----- NRS-100%	NF REINSURANCE, LTD. Common Stock: 250,000 Shares ----- NFS-100%
NATIONWIDE RETIREMENT SOLUTIONS, INC. OF ARIZONA Common Stock: 1,000 Shares ----- NRS-100%	NATIONWIDE RETIREMENT SOLUTIONS, INC. OF SO. DAKOTA Common Stock: 1,000 Shares ----- NRS-100%	NATIONWIDE INSURANCE MANAGEMENT SERVICES, INC. ----- NFS-100%
NATIONWIDE RETIREMENT SOLUTIONS, INC. OF ARKANSAS Common Stock: 50,000 Shares ----- NRS-100%	NATIONWIDE RETIREMENT SOLUTIONS, INC. OF WYOMING Common Stock: 500 Shares ----- NRS-100%	
NATIONWIDE RETIREMENT SOLUTIONS, INS. AGENCY, INC. Common Stock: 1,000 Shares ----- NRS-100%	NATIONWIDE RETIREMENT SOLUTIONS, INC. OF OHIO ----- NRS-100%	
NATIONWIDE RETIREMENT SOLUTIONS, INC. OF MONTANA Common Stock: 500 Shares ----- NRS-100%	NATIONWIDE RETIREMENT SOLUTIONS, INC. OF OKLAHOMA ----- NRS-100%	
NATIONWIDE RETIREMENT SOLUTIONS, INC. OF NEVADA Common Stock: 1,000 Shares ----- NRS-100%	NATIONWIDE RETIREMENT SOLUTIONS, INC. OF TEXAS ----- NRS-100%	

Subsidiary Companies -- Solid Line
Contractual Association -- Double Line
Limited Liability Company -- Dotted Line

March 31, 2005

</TABLE>

Page 5

(left side)

NATIONWIDE (R)

<S>	<C>	<C>
FARMLAND MUTUAL INSURANCE COMPANY	NATIONWIDE MUTUAL INSURANCE COMPANY	
	(CASUALTY)	
Guaranty Fund	(See Page 1)	

Certificate
Casualty
(See Page 1)

 | NATIONWIDE CORPORATION (NW CORP) |
Common Stock: 13,642,432 Shares
Shares

Casualty 95.2%
Fire 4.8%

 | NATIONWIDE FINANCIAL |
 | SERVICES, INC. (NFS) |
Common Stock: Control
Class A Public - 100%
Class B NW Corp - 100%

 | NATIONWIDE LIFE INSURANCE |
 | COMPANY OF AMERICA |
 | (NLICA) |
NFS - 100%

 | NATIONWIDE LIFE AND |
 | ANNUITY COMPANY OF |
 | AMERICA |
NLICA - 100%

 | NATIONWIDE LIFE INSURANCE |
 | COMPANY OF DELAWARE |
NLICA - 100%

 | NATIONWIDE |
 | PROVIDENT HOLDING |
 | COMPANY |
 | (NPHC) |
NLICA - 100%

 | WASHINGTON SQUARE |
 | ADMINISTRATIVE |
 | SERVICES, INC. |
NPHC - 100%

 | FOUR P FINANCE |
 | COMPANY |
NPHC - 100%

 | SOFTWARE |
 | DEVELOPMENT |
 | CORP. |
NPHC - 100%

 | NATIONWIDE |
 | PROVIDENT |
 | DISTRIBUTORS, INC. |
NPHC - 100%

 | RF ADVISERS, INC. |
NPHC - 100%

 | DELFI REALTY |
 | CORPORATION |
NPHC - 100%

PNAM, INC. NPHC - 100%	INSTITUTIONAL CONCEPTS, INC. NPHC - 100%
PROVESTCO, INC. NPHC - 100%	1717 CAPITAL MANAGEMENT COMPANY NPHC - 100%

</TABLE>

(right side)

NATIONWIDE MUTUAL FIRE INSURANCE COMPANY (FIRE) (See Page 1)

RCMD FINANCIAL SERVICES, INC. (RCMD) NPHC - 100%	1717 BROKERAGE SERVICES, INC. (BSI) RCMD - 100%
1717 ADVISORY SERVICES, INC. RCMD - 100%	1717 INSURANCE AGENCY OF MASSACHUSETTS, INC. BSI - 100%

1717 INSURANCE AGENCY OF TEXAS, INC.

Subsidiary Companies - Solid Line
 Contractual Association - Double Line
 Limited Liability Company - Dotted Line

March 31, 2005

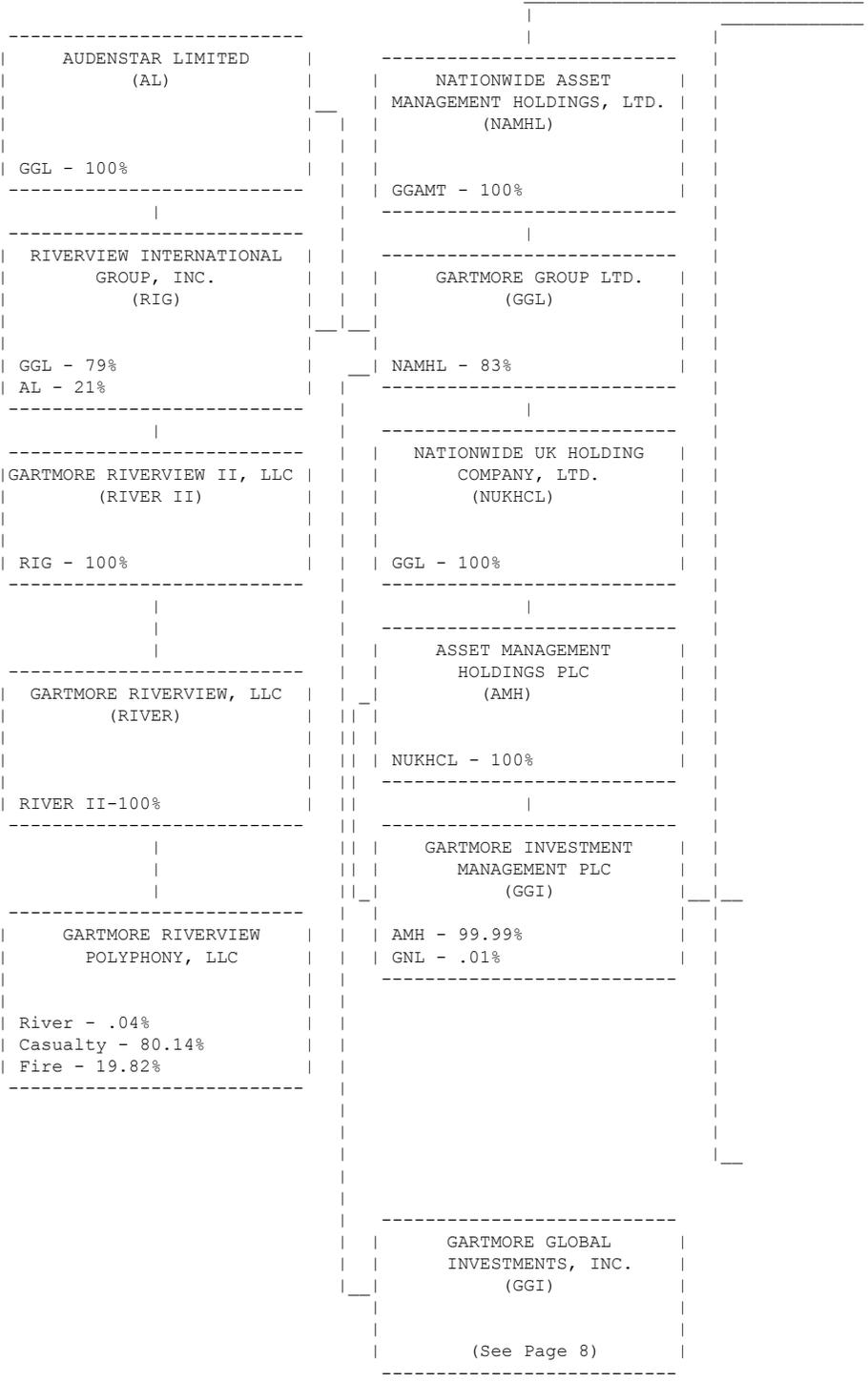
Page 6

(left side)

 | FARMLAND MUTUAL |
INSURANCE COMPANY
Guaranty Fund

Certificate

Casualty
(See Page 1)



(middle)

NATIONWIDE (R)

<TABLE>

<S>

<C>

NATIONWIDE MUTUAL
INSURANCE COMPANY
(CASUALTY)
(See Page 1)

NATIONWIDE CORPORATION (NW CORP)
Common Stock: 13,642,432
Shares

Casualty 95.2%
Fire 4.8%

GARTMORE GLOBAL
ASSET MANAGEMENT
TRUST (GGAMT)

NW Corp.-100%

GARTMORE INVESTMENT
SERVICES LTD.
(GISL)

GIM - 80%
GNL - 20%

GARTMORE FUND
MANAGERS LTD.
(GFM)

GIM - 99.99%
GNL - .01%

GARTMORE INVESTMENT LTD.
(GIL)

GIM - 99.9%
GNL - 0.1%

GARTMORE INVESTMENT
SERVICES GMBH

GISL - 100%

FENPLACE LIMITED

GFM - 100%

GARTMORE JAPAN
LIMITED

GIL - 100%

GARTMORE FUND MANAGERS
INTERNATIONAL LIMITED
(GFMI)

GISL - 99.99%
GSL - .01%

GARTMORE PENSION
TRUSTEES, LTD.

GIM - 99%
GSL - 1%

*GARTMORE 1990 LTD.

GIM - 50%
GSL - 50%

GARTMORE MANAGERS
(JERSEY) LTD.

GFMI - 94%
GSL - 3%
GIM - 3%

*GARTMORE INDOSUEZ UK
RECOVERY FUND (G.P.) LTD.
(GENERAL PARTNER)

GIM - 50%
GNL - 50%

GARTMORE NO. 1
GENERAL PARTNER, LTD.

GIM - 100%

*GARTMORE 1990 TRUSTEE LTD.
(GENERAL PARTNER)

GIM - 50%
GSL - 50%

*In Members Voluntary Liquidation

GARTMORE NO. 2
GENERAL PARTNER, LTD.

GIM - 100%

</TABLE>

<TABLE>

<S>

<C>

<C>

NATIONWIDE MUTUAL FIRE INSURANCE COMPANY (FIRE) (See Page 1)

DAMIAN SECURITIES LTD. GIM - 50% GSL - 50%	GARTMORE CAPITAL MANAGEMENT LTD. (GCM) GIM - 99.99% GSL - 0.01%
GARTMORE NOMINEES LTD. (GNL) GIM - 99.99% GSL - .01%	GARTMORE U.S. LTD. (GUS) GCM - 100%
GARTMORE SECURITIES LTD. (GSL) GIM - 99.99% GNL - .01%	GARTMORE GLOBAL PARTNERS (GENERAL PARTNER) GUS - 50% GSL - 50%
GIL NOMINEES LTD. GIM - 50% GSL - 50%	

Subsidiary Companies -- Solid Line
 Contractual Association -- Double Line
 Limited Liability Company -- Dotted Line

March 31, 2005

</TABLE>

Page 7

(left side)

NATIONWIDE (R)

<TABLE>

<S>

<C>

FARMLAND MUTUAL INSURANCE COMPANY Guaranty Fund Certificate Casualty (See Page 1)	NATIONWIDE MUTUAL INSURANCE COMPANY (CASUALTY) (See Page 1)	
		NATIONWIDE CORPORATION (NW CORP) Common Stock: 13,642,432

-----	Shares
Casualty-95.2%	
Fire-4.8%	

GARTMORE GLOBAL ASSET MANAGEMENT TRUST (GGAMT)	

NW Corp.-100%	

NATIONWIDE ASSET MANAGEMENT HOLDINGS, LTD (NAMHL)	

GGAMT-100%	

GARTMORE GROUP LTD (GGL)	

NAMHL-83%	

GARTMORE GLOBAL INVESTMENTS, INC. (GGI)	

Common Stock: 958,750 Shares	

GGL-100%	
Preferred Stock: 500,000 Shares	

GGL-100%	

GARTMORE MUTUAL FUND CAPITAL TRUST	GARTMORE S.A. CAPITAL TRUST (GSA)

DELAWARE BUSINESS TRUST	DELAWARE BUSINESS TRUST

GARTMORE SEPARATE ACCOUNTS, LLC	

GSA-60%	

GARTMORE EMERGING MANAGERS, LLC (GEM)	

GSA-100%	

NORTHPOINTE CAPITAL LLC	

GEM-65%	

</TABLE>

NATIONWIDE MUTUAL
FIRE INSURANCE COMPANY
(FIRE)
(See Page 1)

<TABLE>
<S>

<C>

GARTMORE GLOBAL ASSET MANAGEMENT, INC. (GGAMI)	GGI MGT LLC (GGIMGT)	NEWHOUSE SPECIAL SITUATIONS FUND I, LLC
GSA-100%	GGAMI-100%	GGIMGT-10% (common units) GGV-75% (preferred units)

GARTMORE INVESTORS SERVICES, INC. Common Stock: 5 Shares ----- GGAMI-100%	GARTMORE MORLEY FINANCIAL SERVICES, INC. (MORLEY) Common Stock: 82,343 Shares ----- GGAMI-100%	GARTMORE MORLEY CAPITAL MANAGEMENT, INC. Common Stock: 500 Shares ----- Morley-100%
NATIONWIDE GLOBAL FUNDS LUXEMBOURG SICAV	GARTMORE GLOBAL VENTURES, INC. (GGV) GGAMI-100%	GARTMORE TRUST COMPANY Common Stock: 2,000 Shares ----- Morley-100%
GARTMORE DISTRIBUTION SERVICES, INC. Common Stock: 10,000 Shares ----- GGAMI-100%	CORVIAN CORPORATION (CC) Common Stock 450,000 shares ----- Series A Preferred 250,000 shares ----- GGAMI-100%	GARTMORE MORLEY & ASSOCIATES, INC. Common Stock: 3,500 Shares ----- Morley-100%

Subsidiary Companies - Solid Line
Contractual Association - Double Line
Limited Liability Company - Dotted Line

March 31, 2005

</TABLE>

Item 27. NUMBER OF CONTRACT OWNERS

The number of contract owners of Qualified and Non-Qualified Contracts as of February 11, 2005 was 444 and 813, respectively.

Item 28. INDEMNIFICATION

Provision is made in Nationwide's Amended and Restated Code of Regulations and expressly authorized by the General Corporation Law of the State of Ohio, for indemnification by Nationwide of any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that such person is or was a director, officer or employee of Nationwide, against expenses, including attorneys fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, to the extent and under the circumstances permitted by the General Corporation Law of the State of Ohio.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 ("Act") may be permitted to directors, officers or persons controlling Nationwide pursuant to the foregoing provisions, Nationwide has been informed that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

Item 29. PRINCIPAL UNDERWRITER

- (a) Nationwide Investment Services Corporation ("NISC") serves as principal underwriter and general distributor for the following separate investment accounts of Nationwide or its affiliates:

<TABLE>
<CAPTION>
<S> <C>

<S>	<C>
Multi-Flex Variable Account	Nationwide VL Separate Account-C
Nationwide Variable Account	Nationwide VL Separate Account-D
Nationwide Variable Account-II	Nationwide VL Separate Account-G
Nationwide Variable Account-4	Nationwide VLI Separate Account-2
Nationwide Variable Account-5	Nationwide VLI Separate Account-3
Nationwide Variable Account-6	Nationwide VLI Separate Account-4
Nationwide Variable Account-7	Nationwide VLI Separate Account-5
Nationwide Variable Account-8	Nationwide VLI Separate Account-6
Nationwide Variable Account-9	Nationwide VLI Separate Account-7
Nationwide Variable Account-10	
Nationwide Variable Account-11	
Nationwide Variable Account-13	
Nationwide Variable Account-14	
Nationwide VA Separate Account-A	
Nationwide VA Separate Account-B	
Nationwide VA Separate Account-C	

</TABLE>

- (b) Directors and Officers of NISC:

Mark D. Phelan, Chairman of the Board
 Rhodes B. Baker, Director and President
 William G. Goslee, Jr., Senior Vice President
 M. Eileen Kennedy, Director and Senior Vice President and Treasurer
 Thomas E. Barnes, Vice President and Secretary

The business address of the Directors and Officers of Nationwide Investment Services Corporation is:
 One Nationwide Plaza, Columbus, Ohio 43215

<TABLE>
<CAPTION>
<S> <C>

<S>	<C>	<C>	<C>	<C>
(c)				
NAME OF PRINCIPAL UNDERWRITER	NET UNDERWRITING DISCOUNTS AND COMMISSIONS	COMPENSATION ON REDEMPTION OR ANNUITIZATION	BROKERAGE COMMISSIONS	COMPENSATION
Nationwide Investment Services Corporation	N/A	N/A	N/A	N/A

</TABLE>

Item 30. LOCATION OF ACCOUNTS AND RECORDS

M. Eileen Kennedy
 Nationwide Life Insurance Company
 One Nationwide Plaza
 Columbus, OH 43215

Item 31. MANAGEMENT SERVICES
 Not Applicable

Item 32. UNDERTAKINGS

The Registrant hereby undertakes to:

- (a) file a post-effective amendment to this registration statement as frequently as is necessary to ensure that the audited financial statements in the registration statement are never more than 16 months old for so long as payments under the variable annuity contracts may be accepted;
- (b) include either (1) as part of any application to purchase a contract offered by the prospectus, a space that an applicant can check to request a Statement of Additional Information, or (2) a post card or similar written communication affixed to or included in the prospectus that the applicant can remove to send for a Statement of Additional Information; and
- (c) deliver any Statement of Additional Information and any financial statements required to be made available under this form promptly upon written or oral request.

The Registrant represents that any of the contracts which are issued pursuant to Section 403(b) of the Internal Revenue Code, are issued by Nationwide through the Registrant in reliance upon, and in compliance with, a no-action letter issued by the Staff of the Securities and Exchange Commission to the American Council of Life Insurance (publicly available November 28, 1988) permitting withdrawal restrictions to the extent necessary to comply with Section 403(b)(11) of the Internal Revenue Code.

Nationwide represents that the fees and charges deducted under the contract in the aggregate are reasonable in relation to the services rendered, the expenses expected to be incurred and risks assumed by Nationwide.

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The Board of Directors of Nationwide Life Insurance Company and Contract Owners of Nationwide Variable Account-9:

We consent to the use of our reports for Nationwide Variable Account-9 dated March 4, 2005 and for Nationwide Life Insurance Company and subsidiaries dated March 1, 2005, included herein, and to the reference to our firm under the heading "Services" in the Statement of Additional Information (File No. 333-79327). Our report for Nationwide Life Insurance Company and subsidiaries refers to the adoption of the American Institute of Certified Public Accountants' Statement of Position 03-1, Accounting and Reporting by Insurance Enterprises for Certain Long-Duration Contracts and for Separate Accounts in 2004.

KPMG LLP

Columbus, Ohio
June _____, 2005

SIGNATURES

As required by the Securities Act of 1933 and the Investment Company Act of 1940, NATIONWIDE VARIABLE ACCOUNT-9 and NATIONWIDE LIFE INSURANCE COMPANY certify that it meets the requirements of Securities Act Rule 485(a) for effectiveness of this Registration Statement and has caused this Registration Statement to be signed on its behalf, in the City of Columbus, and State of Ohio on this 2nd day of May, 2005.

NATIONWIDE VARIABLE ACCOUNT-9

(Registrant)

NATIONWIDE LIFE INSURANCE COMPANY

(Depositor)

By/s/ PAIGE L. RYAN

As required by the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on the 2nd day of May, 2005.

<TABLE>

<CAPTION>

<S>

<C>

W. G. JURGENSEN

W. G. Jurgensen, Director and Chief Executive Officer

ARDEN L. SHISLER

Arden L. Shisler, Chairman of the Board and President

JOSEPH A. ALUTTO

Joseph A. Alutto, Director

JAMES G. BROCKSMITH, JR.

James G. Brocksmith, Jr., Director

KEITH W. ECKEL

Keith W. Eckel, Director

LYDIA M. MARSHALL

Lydia M. Marshall, Director

DONALD L. MCWHORTER

Donald L. McWhorter, Director

MARTHA JAMES MILLER DE LOMBERA

Martha James Miller de Lombera, Director

DAVID O. MILLER

David O. Miller, Director

JAMES F. PATTERSON

James F. Patterson, Director

GERALD D. PROTHRO

Gerald D. Prothro, Director

ALEX SHUMATE

Alex Shumate, Director

By /s/ PAIGE L. RYAN

Paige L. Ryan
Attorney-in-Fact

</TABLE>

PRIMARY CONTINGENT

Allocation

%

Last Name: First Name: MI: Relationship to Annuitant
Address:
Date of Birth: Soc. Sec. No. or Tax ID:

GUARANTEED VARIABLE ANNUITY PAYMENT (GVAP) RIDER
(ELECTION OF THIS RIDER AUTOMATICALLY SETS YOUR ASSUMED INVESTMENT RETURN AT 3.0%)

TO ELECT THIS RIDER, SELECT ONE OF THE 2 PAYMENT GUARANTEE OPTIONS BELOW (NOT AVAILABLE WITH TERM CERTAIN OPTIONS OF LESS THAN 10 YEARS).

[] 75% STEP UP PAYMENT GUARANTEE [] 85% LEVEL PAYMENT GUARANTEE

ELECTION OF EITHER OF THESE OPTIONAL RIDER GUARANTEES INCREASES YOUR VARIABLE ACCOUNT CHARGES. PLEASE READ THE RIDER AND PROSPECTUS CAREFULLY.

</TABLE>

<TABLE>

<CAPTION>

<S>

<C>

<C>

PURCHASE PAYMENT ALLOCATION WHOLE PERCENTAGES ONLY, MUST TOTAL 100%. A CONTRACT CANNOT BE ISSUED UNLESS THIS SECTION IS IS COMPLETED.

ALLOCATION OF PURCHASE PAYMENT TO FIXED ANNUITY PAYMENTS: %

ALLOCATION OF PURCHASE PAYMENT TO VARIABLE ANNUITY PAYMENTS: %

ASSUMED INVESTMENT RETURN (AIR) FOR VARIABLE ANNUITY PAYMENTS: [] 3.5% [] 5.0%* [] 6.0%**

*This rate is not permitted in FL **This rate is not permitted in FL, NY, or OK

IF NO AIR IS ELECTED, THE AIR FOR THE CONTRACT WILL BE 3.5% (IF THE GVAP RIDER IS ELECTED THE AIR WILL BE AUTOMATICALLY SET AT 3.0%).

ANNUAL BENEFIT LEVELING FOR VARIABLE ANNUITY PAYMENTS [] YES [] NO

IF ANNUAL BENEFIT LEVELING IS ELECTED, ANNUAL FREQUENCY OF PAYMENTS CANNOT BE CHOSEN.

PURCHASE PAYMENT

Purchase Payment \$ submitted (minimum \$35,000). A copy of this application properly signed by the registered representative* will constitute receipt for such amount. If this application is declined by Nationwide, there will be no liability on the part of Nationwide, and any payments submitted with this application will be refunded.

*REGISTERED REPRESENTATIVES ARE INSURANCE AGENTS

PAYMENT SUBMITTED VIA: [] Payment Enclosed [] 1035(a) Exchange [] Transfer/ Rollover

INCOME OPTIONS

ONLY ONE OPTION MAY BE ELECTED AND CANNOT BE CHANGED. IF A BIRTH CERTIFICATE IS REQUIRED FOR AN INCOME OPTION AND ITS NOT INCLUDED WITH THE APPLICATION, THE APPLICATION WILL BE REJECTED BY NATIONWIDE.

SINGLE LIFE WITH TERM CERTAIN YEARS* SELECT [] 10 YEARS [] 15 YEARS OR [] 20 YEARS

SINGLE LIFE CASH REFUND*

SINGLE LIFE*

JOINT AND LAST SURVIVOR** SELECT [] 50% [] 75% OR [] 100%

JOINT AND 100% LAST SURVIVOR WITH TERM CERTAIN YEARS** SELECT [] 10 YEARS [] 15 YEARS OR [] 20 YEARS

JOINT AND 100% LAST SURVIVOR WITH CASH REFUND**

JOINT AND 50% SURVIVOR**

TERM CERTAIN YEARS (BETWEEN 5 AND 30 YEARS) OPTIONS OF 10 YEARS OR LESS NOT AVAILABLE WITH THE GVAP RIDER.

*BIRTH CERTIFICATE OF ANNUITANT REQUIRED **BIRTH CERTIFICATE OF BOTH ANNUITANT AND JOINT ANNUITANT REQUIRED

INCOME START DATE

EACH PERIODIC PAYMENT IS TYPICALLY RECEIVED WITHIN SEVEN TO TEN

DAYS FOLLOWING THE INCOME PAYMENT DATE.

FREQUENCY OF PAYMENTS

[] Monthly [] Quarterly [] Semi-Annually [] Annually*

*NOT AVAILABLE IF ANNUAL BENEFIT LEVELING IS CHOSEN.

ELECTION OF PAYMENT METHOD

IF NO PAYMENT METHOD IS ELECTED, THE PAYMENT METHOD WILL BE PAPER CHECK.

[] Electronic Funds Transfer [] Check Payment A FEE MAY BE ASSESSED UPON CHECK PAYMENTS

Bank Name and Address

Bank Telephone Number ()

Type of Account (Please attach voided check or letter of instruction from
your bank on bank letterhead) Checking Savings

Bank Routing No.

Bank Account No.

FEDERAL

INCOME TAX WITHHOLDING IF NO WITHHOLDING IS SPECIFIED, NATIONWIDE WILL
SET A DEFAULT WITHHOLDING AT THE AMOUNT REQUIRED BY THE IRS AND/OR THE IRC.

- A. I elect to have no income tax withheld from my income payments (do not
complete B or C)
- B. I want my withholding from each income payment to be figured using the
number of allowances and marital status shown
Allowances Single Married Married, but withhold at higher single rate

(you may also designate an additional amount in item C)
- C. Withhold the following additional amount from each income payment (you
must complete B) \$

TELEPHONE TRANSFER AUTHORIZATION

Yes _____ (initial by Contract Owner)

I authorize and direct Nationwide to accept telephone instructions from the broker of record, at time of contract issuance,
directing Nationwide to exchange among investment options and or allocate future contributions. The power is personal to the broker
of record and may only be delegated strictly for purposes of administrative processing by representatives authorized by the broker
of record by written notification to Nationwide.

I and the broker of record agree, for ourselves, our heirs, the legal representatives of our estates, their successors and assigns,
to release Nationwide from any liability in reliance on instructions given pursuant to the above authority. We jointly and severally
agree to indemnify Nationwide for and against any claim, liability or expense arising out of any action by e Nationwide in reliance
of such instructions. The power is not available for use by any person or organization providing market timing advice.

REMARKS

IAA-0100AO.1

</TABLE>

<TABLE>

<CAPTION>

<S>

<C>

ALLOCATION OF INVESTMENT OPTIONS TO PROVIDE VARIABLE ANNUITY PAYMENTS

WHOLE PERCENTAGES ONLY, MUST TOTAL 100%.

IF THE GVAP RIDER IS ELECTED, AND THERE IS ANY ALLOCATION TO A CATEGORY II FUND, THEN AT LEAST 20% OF THE VARIABLE PORTION OF THE
PURCHASE PAYMENT MUST BE ALLOCATED TO A CATEGORY I FUND. The underlying investment options listed on this application are only
available in variable annuity insurance products issued by life insurance companies or, in some cases, through participation in
certain qualified pension or retirement plans. They are NOT offered to the general public directly.

UNDERLYING MUTUAL FUNDS SHOWN BELOW DESIGNATED BY AN ** MAY INCLUDE RESTRICTIONS AND/OR CHARGES, PLEASE REVIEW THE UNDERLYING FUND
PROSPECTUS CAREFULLY.

CATEGORY I

AMERICAN CENTURY VARIABLE
PORTFOLIOS, INC.
% American Century VP Inflation
Protection Fund: Class II
FEDERATED INSURANCE SERIES % Federated Quality Bond Fund II:
Primary Shares

FIDELITY VARIABLE INSURANCE
PRODUCTS FUND II
% VIP Investment Grade Bond Portfolio:
Service Class
GARTMORE VARIABLE INSURANCE
TRUST (GVIT)
% Gartmore GVIT Government Bond
Fund: Class I
% Gartmore GVIT Money Market Fund:
Class I

NEUBERGER BERMAN ADVISERS
MANAGEMENT TRUST
% AMT Limited Maturity Bond Portfolio:
Class I
T. ROWE PRICE EQUITY SERIES, INC.
% T. Rowe Price Limited Term
Bond Portfolio: Class II

VAN KAMPEN

CATEGORY II (CONTINUED)

FIDELITY VARIABLE INSURANCE PRODUCTS FUND III
% VIP Mid Cap Portfolio: Service
Class 2
% VIP Value Strategies Portfolio:
Service Class
FRANKLIN TEMPLETON VARIABLE INSURANCE PRODUCTS
TRUST
% Franklin Rising Dividends Securities
Fund: Class II
GARTMORE VARIABLE INSURANCE TRUST (GVIT)
% Dreyfus GVIT Mid Cap Index Fund:
Class I
% Gartmore GVIT Investor Dest.
Aggressive Fund: Class II
% Gartmore GVIT Mid Cap Growth
Fund: Class I
% Gartmore GVIT Nationwide(R) Fund:
Class I
% Gartmore GVIT U.S. Growth Leaders
Fund: Class I
% Van Kampen GVIT Comstock Value
Fund: Class I
MFS(R) VARIABLE INSURANCE TRUST
% MFS Investors Growth Stock
Series: Service Class

THE UNIVERSAL INSTITUTIONAL FUNDS, INC.
% Core Plus Fixed Income Portfolio:
Class II

CATEGORY II

AIM VARIABLE INSURANCE FUNDS, INC.
% AIM V.I. Basic Value Fund:

Series II
% AIM V.I. Capital Appreciation

Fund: Series II
% AIM V.I. Capital Development
Fund: Series II

AMERICAN CENTURY VARIABLE
PORTFOLIOS, INC.

% American Century VP Ultra Fund:
Class I
% American Century VP Value Fund:
Class I
% American Century VP Vista Fund:
Class II
% American Century VP Mid Cap Value
Fund: Class II

DREYFUS

% Dreyfus Stock Index Fund, Inc.:
Initial Shares
% Dreyfus Variable Investment Fund - Appreciation Portfolio:
Initial Shares

FIDELITY VARIABLE INSURANCE PRODUCTS FUND

% VIP Equity-Income Portfolio:
Service Class
% VIP Growth Portfolio: Service
Class

FIDELITY VARIABLE INSURANCE PRODUCTS FUND II

% VIP Contrafund(R) Portfolio:
Service Class

% MFS Value Series: Service
Class

NEUBERGER BERMAN ADVISERS MANAGEMENT TRUST

% AMT Regency Portfolio: Class S

% AMT Socially Responsible Portfolio

OPPENHEIMER VARIABLE ACCOUNT FUNDS

% Oppenheimer Capital Appreciation
Fund/VA: Non-Service Shares

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

T. ROWE PRICE EQUITY SERIES, INC.

% T. Rowe Price Blue Chip Growth
Class II

% T. Rowe Price Equity Income
Class II

CATEGORY III

FIDELITY VARIABLE INSURANCE PRODUCTS FUND IV

% Fidelity VIP Freedom Fund 2010

Portfolio: Service Class 2

% Fidelity VIP Freedom Fund 2020

Portfolio: Service Class 2

% Fidelity VIP Freedom Fund 2030

Portfolio: Service Class 2

GARTMORE GVIT INVESTOR DESTINATIONS FUNDS

% Gartmore GVIT Investor Dest.
Conservative Fund: Class II

% Gartmore GVIT Investor Dest.
Moderate Fund: Class II

% Gartmore GVIT Investor Dest.
Moderately Aggressive Fund:
Class II

% Gartmore GVIT Investor Dest.
Moderately Aggressive Fund:
Class II

% Gartmore GVIT Investor Dest.
Moderately Aggressive Fund:
Class II

% Gartmore GVIT Investor Dest.
Moderately Aggressive Fund:
Class II

% Gartmore GVIT Investor Dest.
Moderately Aggressive Fund:
Class II

Moderately Conservative Fund:

Class II

</TABLE>

CATEGORY IV

FUNDS NOT AVAILABLE WITH THE GUARANTEED VARIABLE ANNUITY PAYMENT RIDER:

DREYFUS

% Dreyfus GVIT International Fund:
Class VI
% Dreyfus Investment Portfolios -
Small Cap Stock Index
Portfolio: Service Shares

FIDELITY VARIABLE INSURANCE

PRODUCTS FUND

% VIP Overseas Portfolio: Service
Class R**

FIDELITY VARIABLE INSURANCE

PRODUCTS FUND III

% VIP Natural Resources Portfolio
Service Class 2**

FRANKLIN TEMPLETON VARIABLE

INSURANCE PRODUCTS TRUST

% Franklin Small Cap Value
Securities Fund: Class 2
% Templeton Developing Markets Securities Fund: Class 3**
% Templeton Foreign Securities
Fund: Class 3**
% Templeton Global Income Securities Fund: Class 3**

GARTMORE VARIABLE INSURANCE

TRUST (GVIT)

% Federated GVIT High Income Bond
Fund: Class III**
% Gartmore GVIT Emerging Markets
Fund: Class III**
% Gartmore GVIT Global Health
Sciences Fund: Class III**
% Gartmore GVIT Global Technology &

Communications Fund: Class III**

% GVIT Small Cap Growth Fund:
Class I

% GVIT Small Cap Value Fund: Class I

% GVIT Small Company Fund: Class I

% Van Kampen GVIT Multi-Sector Bond
Fund: Class I

NEUBERGER BERMAN ADVISERS

MANAGEMENT TRUST

% AMT Fasciano Portfolio: Class S

 % AMT International Portfolio: Class S**

 OPPENHEIMER VARIABLE ACCOUNT
 FUNDS
 % Oppenheimer Global Securities
 Fund/VA: Class III**
 % Oppenheimer High Income Fund/VA: Service Shares
 % Oppenheimer Main Street(R) Small Cap Fund/VA: Service Shares
 VAN KAMPEN
 THE UNIVERSAL INSTITUTIONAL FUNDS, INC.
 % U.S. Real Estate Portfolio: Class II

CATEGORY I TOTAL	%

CATEGORY II TOTAL	%

CATEGORY III TOTAL	%

CATEGORY IV TOTAL	%

NOTICE TO AZ RESIDENTS ONLY:

Upon written request, Nationwide agrees to provide, within a reasonable time, reasonable factual information regarding the benefits and provisions of the annuity Contract to the Contract Owner. To be sure that the Contract Owner is satisfied with this Contract, the Contract Owner has the right to examine the Contract. Within ten days of the day the Contract is received by the Contract Owner, it may be returned to Nationwide's home office or the agent through whom it was purchased. Contract Owners age 65 or older on the date of application may return the Contract within thirty days of the day the Contract is received by the Contract Owner. When the Contract is received at the home office, Nationwide will void the Contract as though it had never been in force and the Contract Value will be refunded in full.

NOTICE TO FL, MN, ND, SC, SD, TX AND VT RESIDENTS ONLY:

Annuity payments, death benefits, surrender values, and other Contract values provided by this Contract, when based on the investment experience of a separate account are variable and may increase or decrease in accordance with the fluctuations in the net investment factor, as applicable, and are not guaranteed as to fixed-dollar amount, unless otherwise specified.

Additionally, any benefits, values or payments based on performance of the underlying investment options may vary and are NOT guaranteed by Nationwide Life Insurance Company, any other insurance company, by the U.S. Government, or any State Government. They are NOT federally insured by the FDIC, the Federal Reserve Board or any agency Federal or State.

NOTICE TO DC RESIDENTS ONLY: WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

NOTICE TO AR, CO, KY, LA, ME, NM, OH AND TN RESIDENTS ONLY:

Any person who, knowingly and with intent to injure, defraud or deceive any insurance company or other person, files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which may be a crime and may subject such person to criminal and civil penalties, fines, imprisonment, or a denial of insurance benefits.

NOTICE TO PR RESIDENTS: Any person who knowingly, or with the intention to defraud, includes false information in an application for insurance, or files, assists or abets in the filing of a fraudulent claim to obtain payment for a loss or other benefit, or files more than one claim for the same loss or damage, commits a felony. If found guilty, said person shall be punished for each violation with a fine of no less than five thousand dollars (\$5,000), not to exceed ten thousand (\$10,000); or imprisoned for a fixed term of three (3) years, or both. If aggravating circumstances are present, the jail term may be reduced to a minimum of two (2) years.

NOTICE TO WA RESIDENTS ONLY: Any person who knowingly presents a false or fraudulent claim for payment of a loss or knowingly makes a false statement in an application for insurance may be guilty of a criminal offense under state law.

NOTICE TO OK AND PA RESIDENTS ONLY: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto

commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

<TABLE>
<CAPTION>
<S>

<C>

CONTRACT OWNER SIGNATURES

Are you a U.S. Citizen? [] Yes [] No If No, country of citizenship

[] Yes [] No Do you have existing life insurance or annuity contracts?
[] Yes [] No Will the applied for Contract replace existing annuities or insurance?

CONTRACT OWNERS E-MAIL ADDRESS

STATE IN WHICH APPLICATION WAS SIGNED _____ DATE _____

To authorize Nationwide to allow the exercise of ownership rights independently by EITHER the Contract Owner or Joint Owner, both owners please initial here: (Contract Owner) (Joint Owner)

The contract payments or values under the variable annuity provisions of the Contract are variable and are not guaranteed as to fixed dollar amount.

I UNDERSTAND THAT THE INCOME START DATE IS THE DATE PAYMENTS WILL COMMENCE, HOWEVER, PAYMENTS ARE TYPICALLY RECEIVED WITHIN SEVEN TO TEN DAYS FOLLOWING THE INCOME PAYMENT DATE.

TO THE BEST OF MY KNOWLEDGE AND BELIEF, I REPRESENT MY ANSWERS TO THE ABOVE QUESTIONS TO BE ACCURATE AND COMPLETE. I ACKNOWLEDGE THAT I HAVE RECEIVED AND UNDERSTAND THE CURRENT PROSPECTUS FOR THIS ANNUITY CONTRACT.

NOTICE TO FL RESIDENTS ONLY: Any person who knowingly and with intent to injure, defraud, or deceive any Company files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

CONTRACT OWNER _____ JOINT OWNER _____
Signature Signature

REGISTERED REPRESENTATIVE* INFORMATION

Yes No Do you have any reason to believe the Contract applied for is to replace existing annuities or insurance?

REGISTERED REPRESENTATIVE* Signature
Florida License Identification #: (Florida Agents only)
NAME (Please Print)
REGISTERED REPRESENTATIVE* SSN
FIRM NAME PHONE ()
ADDRESS _____

</TABLE>

NATIONWIDE LIFE INSURANCE COMPANY
ONE NATIONWIDE PLAZA
COLUMBUS, OHIO 43215

GUARANTEED VARIABLE ANNUITY PAYMENT RIDER

GENERAL INFORMATION REGARDING THIS RIDER

This rider is made part of the Contract to which it is attached and is effective on the Date of Issue. This rider is not available with the election of certain Income Options.

To the extent any provisions contained in this rider are contrary to or inconsistent with those of the Contract to which it is attached or any endorsement, the provisions of this rider will control the Contract and/or endorsement accordingly. Non-defined terms shall have the meaning given to them in the Contract.

This rider allows a Contract Owner to elect one of two Variable Annuity Payment guarantees, either a 75% step-up payment guarantee or an 85% level payment guarantee. Once elected, the rider is irrevocable. This rider only applies to the Variable Account Value providing for Variable Annuity Payments.

The following restrictions apply to the election of this rider.

- (1) The Assumed Investment Return used to calculate Variable Annuity Payments will be 3.0%.
- (2) The rider is not available with, nor does it apply to, Fixed Annuity Payments or term certain options with terms of less than ten years.

Nationwide may restrict the initial allocation of Contract Value or transfers to certain Sub-Accounts in conjunction with this rider. Nationwide may not restrict allocations to Sub-Accounts in which the Contract Owner is already invested except in the case of a substitution of shares or the complete discontinuation of a Sub-Account as specified in the "Variable Account" section of the Contract.

DEFINITIONS

The following definitions are added to the Contract:

CALCULATED VARIABLE ANNUITY PAYMENT (CVAP)- The Variable Annuity Payment amount that would be payable under the Contract without regard to Annual Benefit Leveling or the guarantee provided by this rider.

GUARANTEED VARIABLE ANNUITY PAYMENT (GVAP) - The Variable Annuity Payment amount Nationwide guarantees to pay under this rider.

INCOME START DATE ANNIVERSARY - Beginning with the Income Start Date, each

recurring one-year anniversary of the Income Start Date during which Variable Annuity Payments continue.

ADDITIONAL CHARGE

Nationwide will deduct an additional charge at an annualized maximum rate of up to 1.50%. The additional charge is assessed daily against the assets of the Variable Account. Nationwide reserves the right to charge less than the maximum rate.

BENEFITS PROVIDED BY THIS RIDER

There are two Variable Annuity Payment guarantee options available under the rider: a 75% step-up payment guarantee or an 85% level payment guarantee.

Under either option, when the CVAP or the Annual Benefit Leveling payment amount in effect is lower than the GVAP, Nationwide will pay an amount equal to the GVAP. If the CVAP or the Annual Benefit Leveling payment amount in effect is higher than the GVAP then Nationwide will pay the CVAP amount or the Annual Benefit Leveling payment amount in effect. The GVAP amount is subject to an adjustment for death, Transfers and/or Surrenders.

Option 1: Seventy-Five Percent Step-Up Payment Guarantee

If the Contract Owner elects the 75% step-up payment guarantee, the initial GVAP is established on the Date of Issue. Nationwide guarantees that the initial GVAP amount will be no less than 75% of the first Variable Annuity Payment projected on Date of Issue. The first step-up payment guarantee determined runs from the Date of Issue until the first Income Start Date Anniversary.

IAR-0100AO 2 (Standard) (7/2005) On any Income Start Date Anniversary where 75% of the CVAP is greater than the GVAP, previously in effect, the GVAP is reset to that greater amount

The GVAP amount under the 75% step-up payment guarantee may increase, but will not be reduced due to negative investment experience in the Variable Account.

Option 2: Eighty-Five Percent Level Payment Guarantee

If the Contract Owner elects the 85% level payment guarantee, the GVAP is established on the Date of Issue. Nationwide guarantees that the GVAP amount will be no less than 85% of the first Variable Annuity Payment projected on Date of Issue. Once established, the GVAP amount under the 85% level payment guarantee will stay in effect for the life of the Contract and will not change (increase or decrease) due to investment experience in the Variable Account.

TRANSFERS

Any portion of the single Purchase Payment that is allocated to provide Fixed

Annuity Payments may not be transferred to provide Variable Annuity Payments.

Transfer of amounts allocated from Variable Annuity Payments to provide Fixed Annuity Payments will be taken proportionally from each Sub-Account based on then current allocations. The amount transferred will be based on the Variable Account Value at that time, without reference or regard to the GVAP.

Transfer of amounts allocated from Variable Annuity Payments to provide Fixed Annuity Payments will reduce the value of the GVAP under this rider proportionally.

Nationwide reserves the right to assess a fee on any variable to fixed transfer of Contract Value when the rider is elected. The fee will be the lesser of \$25 or 2% of the amount transferred and is in addition to any fees assessed by the underlying mutual funds as described in the Contract.

Redemption fees assessed by underlying mutual funds (e.g., Transfers or Surrenders) proportionally reduce the applicable GVAP.

ANNUAL BENEFIT LEVELING (ABL)

If the Contract Owner has elected Annual Benefit Leveling, any given Variable Annuity Payment will be the greater of the GVAP or the amount provided for under ABL.

The GVAP is not calculated as a percentage of the amount provided for under ABL. The two payment amounts are independently determined based upon the CVAP amount on each Income Start Date Anniversary.

SURRENDERS

Guarantees provided under this rider will be proportionately reduced by Surrenders made from the Contract.

If the term certain only option is elected, any Surrenders of amounts allocated to provide Variable Annuity Payments will reduce the value of the GVAP elected under this rider on a proportional basis.

If a life contingent option with a term certain is elected, then any Surrender of amounts allocated to provide Variable Annuity Payments will result in a proportional reduction of the variable term certain payments and the GVAP for the remainder of the term certain period. Upon expiration of the term certain period, the variable payment amount and the GVAP amount will return to the level that would have been provided if no Surrenders had been taken.

SUCCESSION OF RIGHTS AND TERMINATION

Death of Contract Owner Before Income Start Date

If the Contract Owner who is not the Annuitant dies prior to the Income Start Date, ownership rights will vest in the surviving Joint Owner, if any. If there

is no surviving Joint Owner, ownership rights will vest in the Annuitant. Subject to the Surrenders Required by the Internal Revenue Code section of the Contract, the Payee will be entitled to receive scheduled annuity payments.

If the Contract Owner who is also the Annuitant dies prior to the Income Start Date, the terms of the Death of Annuitant section below will apply.

Death of Annuitant Before Income Start Date

If the Annuitant dies prior to the Income Start Date, the Contract and rider will terminate and the Contract Value shall be paid to the surviving Contract Owner.

If there is no surviving Contract Owner, the Beneficiary will be entitled to elect a lump sum distribution or to receive annuity benefits in accordance with the Surrenders Required by the Internal Revenue Code section of the Contract.

The rider's charges and guarantees continue if the Beneficiary elects to continue Contract payments.

In the event there is more than one Beneficiary, the rider will continue with the Beneficiaries that elect to continue receiving Variable Annuity Payments. However, if a term certain option is elected, Beneficiaries that elect their share of the Commutation Value will receive their share of the Contract Value without the GVAP. In addition, this act will reduce the payments, proportionally, for all remaining Beneficiaries that elect to continue this rider's guarantees.

Moreover, the rider terminates if the Contract is completely Surrendered and/or if the entire variable allocation Commutation Value is Surrendered.

Death of Contract Owner After Income Start Date

If any Contract Owner dies after the Income Start Date, annuity payments will continue to be made to the Payee under the originally elected Income Option and ownership rights will vest in any surviving Joint Owner. All of the rider's charges are still applicable. If there is no surviving Joint Owner, ownership rights will vest in the primary Annuitant.

Death of Annuitant After Income Start Date

For Income Options with a term certain, if the Annuitant (and Joint Annuitant, if applicable) dies after the Income Start Date, the beneficiary will have the option of continuing the payments for the remainder of the term certain, or receiving a death benefit equal to the present value of any remaining term certain payments. The present value of the remaining term certain payments will not reflect the future value of any GVAP amount. If the Beneficiary elects to continue the payments for the remainder of the term certain period, the GVAP rider will remain in effect.

For Income Options with a refund, if the Annuitant (and Joint Annuitant, if

applicable) dies after the Income Start Date, the lump-sum death benefit will be equal to the initial Purchase Payment, less any state premium tax, minus the actual payment amounts received by the Annuitant.

For those joint life options within which the Annuity Income Units across all Income Options will be reduced upon the first Joint Annuitant's death, the GVAP amount of the Contract will be reduced by the same ratio as the Annuity Income Units are reduced.

Executed for Nationwide by:

/s/PATRICIA R. HATLER

/s/MARK R. THRESHER