

SERFF Tracking Number: PRLC-125958777 State: Arkansas
Filing Company: Principal Life Insurance Company State Tracking Number: 41178
Company Tracking Number: GPR 56588
TOI: A03G Group Annuities - Deferred Variable Sub-TOI: A03G.002 Flexible Premium
Product Name: GPR 56588
Project Name/Number: GPR 56588/GPR 56588

Filing at a Glance

Company: Principal Life Insurance Company

Product Name: GPR 56588

SERFF Tr Num: PRLC-125958777 State: ArkansasLH

TOI: A03G Group Annuities - Deferred Variable

SERFF Status: Closed

State Tr Num: 41178

Sub-TOI: A03G.002 Flexible Premium

Co Tr Num: GPR 56588

State Status: Approved-Closed

Filing Type: Form

Co Status:

Reviewer(s): Linda Bird

Authors: Joel Sungren, Karla
Waldron

Disposition Date: 01/05/2009

Date Submitted: 12/19/2008

Disposition Status: Approved

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: GPR 56588

Status of Filing in Domicile: Authorized

Project Number: GPR 56588

Date Approved in Domicile: 12/03/2008

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Group

Submission Type: New Submission

Group Market Size: Small and Large

Overall Rate Impact:

Group Market Type: Employer, Trust

Filing Status Changed: 01/05/2009

State Status Changed: 01/05/2009

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

No part of this filing contains any unusual or possibly controversial items from normal company or industry standards, except as clearly described in this letter.

GPR 56588 is designed to be used with our Modular Group Annuity Contracts, GPA 5997 and GPA 5997-1, both previously approved by your department. GPR 56588 will be used to offer separate accounts for defined contribution plans. GPR 56588 and the Modular Group Annuity Contracts referenced above, create unallocated, defined contribution funding vehicles for retirement plans qualified under ERISA and Section 401(a) of the Internal Revenue

SERFF Tracking Number: PRLC-125958777 State: Arkansas
Filing Company: Principal Life Insurance Company State Tracking Number: 41178
Company Tracking Number: GPR 56588
TOI: A03G Group Annuities - Deferred Variable Sub-TOI: A03G.002 Flexible Premium
Product Name: GPR 56588
Project Name/Number: GPR 56588/GPR 56588

Code.

These separate accounts are not registered with the Securities Exchange Commission. Under Section 3(a)(2) of the Securities Act of 1933, an insurance company's separate accounts are exempt from registration if those separate accounts are used to hold funds of certain retirement plans qualified under Section 401(a) of the Internal Revenue Code. Since these separate accounts comply with Section 3(a)(2), no prospectus is required.

At some time in the future, it may be necessary for us to change the format, fonts, page breaks, etc. in this form in order to accommodate new technology or new printing equipment. We reserve the right to make these types of changes without re-filing as long as there is no change in the text of the form. However, any such accommodation will not result in the use of a font or type style or size which would violate any state law or regulation.

Shaded areas indicate those parts of the text which either may be varied to meet the requirements of a particular customer or may be changed to reflect the experience of Principal Life on the enclosed form issued after the date of change. The enclosed Explanations of Variables explains the changes we contemplate for these shaded areas.

Company and Contact

Filing Contact Information

Ellen Tanner, tanner.ellen@principal.com
710 9th St (800) 543-4015 [Phone]
Des Moines, IA 50309 (515) 235-1953[FAX]

Filing Company Information

Principal Life Insurance Company CoCode: 61271 State of Domicile: Iowa
711 High Street Group Code: 332 Company Type:
Des Moines, IA 50309 Group Name: State ID Number:
(515) 246-7517 ext. [Phone] FEIN Number: 42-0127290

Filing Fees

Fee Required? Yes
Fee Amount: \$20.00
Retaliatory? No
Fee Explanation:

SERFF Tracking Number: PRLC-125958777 *State:* Arkansas
Filing Company: Principal Life Insurance Company *State Tracking Number:* 41178
Company Tracking Number: GPR 56588
TOI: A03G Group Annuities - Deferred Variable *Sub-TOI:* A03G.002 Flexible Premium
Product Name: GPR 56588
Project Name/Number: GPR 56588/GPR 56588

Per Company: No

SERFF Tracking Number: PRLC-125958777 State: Arkansas
Filing Company: Principal Life Insurance Company State Tracking Number: 41178
Company Tracking Number: GPR 56588
TOI: A03G Group Annuities - Deferred Variable Sub-TOI: A03G.002 Flexible Premium
Product Name: GPR 56588
Project Name/Number: GPR 56588/GPR 56588

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Principal Life Insurance Company	\$20.00	12/19/2008	24647473

SERFF Tracking Number: PRLC-125958777 State: Arkansas
Filing Company: Principal Life Insurance Company State Tracking Number: 41178
Company Tracking Number: GPR 56588
TOI: A03G Group Annuities - Deferred Variable Sub-TOI: A03G.002 Flexible Premium
Product Name: GPR 56588
Project Name/Number: GPR 56588/GPR 56588

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	01/05/2009	01/05/2009

SERFF Tracking Number: PRLC-125958777 *State:* Arkansas
Filing Company: Principal Life Insurance Company *State Tracking Number:* 41178
Company Tracking Number: GPR 56588
TOI: A03G Group Annuities - Deferred Variable *Sub-TOI:* A03G.002 Flexible Premium
Product Name: GPR 56588
Project Name/Number: GPR 56588/GPR 56588

Disposition

Disposition Date: 01/05/2009

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: PRLC-125958777 State: Arkansas
 Filing Company: Principal Life Insurance Company State Tracking Number: 41178
 Company Tracking Number: GPR 56588
 TOI: A03G Group Annuities - Deferred Variable Sub-TOI: A03G.002 Flexible Premium
 Product Name: GPR 56588
 Project Name/Number: GPR 56588/GPR 56588

Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		No
Supporting Document	Application		No
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Explanation of Variables		Yes
Form	PREMIER SEPARATE ACCOUNT BALANCE RIDER - UNALLOCATED		Yes

SERFF Tracking Number: PRLC-125958777 State: Arkansas
 Filing Company: Principal Life Insurance Company State Tracking Number: 41178
 Company Tracking Number: GPR 56588
 TOI: A03G Group Annuities - Deferred Variable Sub-TOI: A03G.002 Flexible Premium
 Product Name: GPR 56588
 Project Name/Number: GPR 56588/GPR 56588

Form Schedule

Lead Form Number: GPR 56588

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	GPR 56588	Policy/Cont	PREMIER ract/Fratern al ACCOUNT Certificate: BALANCE RIDER - Amendmen UNALLOCATED t, Insert Page, Endorseme nt or Rider	Initial		0	GPR 56588.pdf

Principal Life Insurance Company

PREMIER SEPARATE ACCOUNT BALANCE RIDER - UNALLOCATED

This Rider is added to Document Number () - issued by us. All terms defined in the Document have the same meaning where used in this Rider. The effective date of this Rider is the latest of (i) the Document Date, (ii) the date this Rider has been approved for use in the state of delivery, or (iii) the date stated in the amendment adding this Rider to the Document.

The purpose of this Rider is to allow the Document to access our Separate Accounts. We reserve the right to limit the number of Separate Accounts available under the Document. The Separate Accounts shown in the Table A attached to this Rider can be made available under this Document, per your direction to us.

Although all Separate Accounts listed in Table A of this Rider may be available under this Document, per your direction to us, you may send us Notification indicating you want the Document administered so that one or more of these Separate Accounts will not be available to receive Contributions. You may revoke or change your Notification by sending us a new Notification. Such revocation or change will be effective 14 Business Days after our receipt of it. We may also decline a Contribution to a Separate Account.

A. DESCRIPTIONS OF THE SEPARATE ACCOUNTS

Each Separate Account listed in Table A is a pooled Separate Account for use by our retirement plan clients. The funds held in each Separate Account will be invested and reinvested by us in accordance with applicable law, without regard to any investment requirements applicable to our general account or of any of our other Separate Accounts.

A Separate Account consists of funds we receive under group annuity contracts or policies which permit deposit in such Separate Account and under which amounts are directed to such Separate Account. All income, gains and losses (whether or not realized), and expenses from the assets allocated to a Separate Account will be credited to or charged against that Separate Account without regard to any other income, gains or losses, or expenses we might have for our general account or any other Separate Account. The assets of a Separate Account will not be charged with any liabilities arising out of the investment experience of our general account or any other Separate Accounts outside that Separate Account, nor with liabilities arising out of any other business we may conduct. We may invest the assets of any Separate Account in short term money market instruments, cash, or cash equivalents in order to provide liquidity or while awaiting investment or reinvestment.

B. DEFINITIONS

Balance means an account we create in order to track and reflect the value of the interest the Documentholder has in a Document Option, as set out in this Rider. The Balances addressed in this Rider are Separate Account Balances. The amount

of the Separate Account Balances is the limit of our obligations with regard to those Balances. We are under no obligation to make any payment, transfer, or application with regard to any Separate Account Balance that is in excess of the value of the Balance, less any charges described in this Rider.

Management Fee means the fee consisting of the investment management charge and the Document expense charge applicable to this Document, for each Separate Account. A pro-rata charge for the Management Fee will be deducted from each Separate Account on each Valuation Date for the number of calendar days within the Valuation Period ending on such Valuation Date.

Mutual Fund means any diversified, open-end management investment company registered under the Investment Company Act of 1940 which is, or, if required by context, may be, an underlying investment of a Separate Account.

Net Asset Value (NAV) means the price per Mutual Fund share represented as a dollar amount.

Operating Expenses are those charges which must be paid in order to operate a Separate Account or obtain and maintain investments for a Separate Account. Operating Expenses include, but are not limited to, custodial fees, transfer taxes, brokerage fees, processing fees, and other taxes and fees associated with the operation of a Separate Account. Operating Expenses will be deducted from the Separate Account associated with a particular charge on the next Valuation Date after the Operating Expenses have been paid or become immediately payable. In accordance with our then-current procedures, with regard to the investments held under the Separate Accounts, in some cases, we may use certain fees paid to us by third parties to offset Operating Expenses incurred by a Separate Account which would otherwise be payable from that Separate Account.

Separate Account means each Separate Account defined and described in Section A of this Rider.

Separate Account Balance means the Balance that we establish with regard to this Document under Section C of this Rider.

Unit Value means the dollar value for one unit.

Valuation Date means the date we determine the value of a Separate Account. Valuation Dates will occur on dates we determine, but at least on the last Business Day of a calendar month. Valuation will occur at the end of each such day, according to our then-current procedures. For purposes of the Principal Diversified International Separate Account, Principal International Growth Separate Account, Principal International SmallCap Separate Account, Principal International Emerging Markets Separate Account, Principal Global Equity I Separate Account, Principal International I Separate Account, and other Separate Accounts as we provide in an

Announcement, only those days on which both the value of the underlying investments is determined and we are open for business will be Valuation Dates.

Valuation Period means the period from the end of a Valuation Date to the end of the next following Valuation Date.

C. SEPARATE ACCOUNT BALANCE

A Separate Account Balance is established for this Document for participation in each Separate Account.

Default investment direction. If we receive Contributions but do not have direction as to which Separate Account(s) they are to be allocated, we will allocate the Contributions to the Separate Account that you have selected for a default option. If you have not selected a default option, we will allocate it to the Principal Money Market Separate Account. If the Principal Money Market Separate Account is not available, the amounts will be allocated to the most conservative, as determined using Morningstar or similar factors, Separate Account that is available.

D. DETERMINING SEPARATE ACCOUNT VALUES; OPERATING EXPENSES

The value of a Separate Account is the market value of the assets held in that Separate Account, less Operating Expenses accrued but not deducted, if any. If there is no readily available market, the Separate Account's value is the fair market value of the amounts held in such Separate Account as determined by us using generally accepted accounting practices and applicable law. To the extent that a Separate Account invests in a Mutual Fund, the value of that portion of such Separate Account is the number of the shares invested in the Mutual Fund multiplied by the Mutual Fund's NAV for that Valuation Date. The value of all Separate Accounts will always be expressed in U.S. dollars. We will determine the value of a Separate Account on each Valuation Date.

We may, if directed to do so by an appropriate Plan fiduciary in a Notice, use a portion of the Plan's recordkeeping or similar fees collected from a Separate Account to pay a third party provider of services, such a recordkeeping, with respect to the Plan for expenses incurred in the provision of such services. We will report such collection and payment to you in an Announcement.

E. MANAGEMENT FEES

The Management Fee with regard to each Separate Account will be subject to the maximum annual percentage listed in the Table A. We will determine the Management Fee for each Separate Account and report it to you in an Announcement. Notwithstanding the provisions of Article VI, Section 7, we reserve the right to change the Management Fee to any amount up to the maximum limit at any time by giving you an Announcement at least 60 days before the date the change is to take effect.

The Management Fees with regard to Principal Bond Emphasis Balanced Separate Account, Principal Stock Emphasis Balanced Separate Account, Principal Total Market Stock Index Separate Account, and any other Separate Account if we give you an Announcement of the fact, will be satisfied by payment of Management Fees in the underlying Separate Accounts in which the listed Separate Accounts are invested. An additional Management Fee will be charged under these listed Separate Accounts only with regard to management services actually performed exclusively for assets other than units in other Separate Accounts held in the listed Separate Accounts.

F. RETURNS CREDITED TO SEPARATE ACCOUNT BALANCES

Each Separate Account Balance established under this Document will be credited with its portion of the gains or losses associated with the appropriate Separate Account through the unit value system of recordkeeping described below. The gains or losses with regard to a Separate Account will be based on the change in value of the assets held in that Separate Account, including payment of the Management Fee and Operating Expenses.

G. UNIT VALUE SYSTEM OF RECORDKEEPING

In order to track the Separate Account returns for the purpose of determining Separate Account Balances established under this Document, we will use a Unit Value system of recordkeeping.

The value of a unit in any Separate Account will be obtained by dividing the value of the Separate Account by the number of units outstanding at the time of the determination. This will provide the Unit Value.

We will determine the value of a Separate Account Balance for each Valuation Date by multiplying the number of Separate Account units held in the Separate Account Balance by the applicable Unit Value.

Contributions or transfers to a Separate Account increase the number of units attributable to the Separate Account and the number of units credited to the relevant Separate Account Balance. Payments, transfers, and applications from a Separate Account reduce the number of Separate Account units attributed to the Separate Account and the number of units credited to the relevant Separate Account Balance.

The increase or decrease in the number of units attributable to a Separate Account is calculated by dividing the dollar amount of the Contribution, payment, transfer, or application by the applicable Unit Value.

When crediting Contributions and transfers added to a Separate Account we will use the Unit Value applicable to the Separate Account for the Valuation Date with respect to which we accept the Contribution or transfer. In the event of a payment, transfer, or application from a Separate Account, we will use the Unit Value applicable to the Separate Account for the Valuation Date with respect to which we make such payment, transfer, or application.

Notwithstanding the provisions of Article VI, Section 7, if we determine that another recordkeeping system, or a modification of the Unit Value recordkeeping system would be more appropriate, we have the right to change or replace our Unit Value recordkeeping system upon 30 days Announcement to you.

H. DEPOSITS TO SEPARATE ACCOUNTS; RESTRICTIONS AND ORDER OF ENTRY

We will defer, limit, or stop Contributions and transfers to a Separate Account, and we will transfer amounts in the Separate Account that are attributable to the Plan out of a Separate Account, if:

1. we decide that we need to do so to comply with regulation, statute, or decisional law to which we are subject,
2. we believe it would be imprudent not to do so in fulfilling our fiduciary role regarding Separate Account assets under ERISA,
3. we believe the investment approach of the Separate Account no longer makes sense, is excessively expensive, or does not currently have any favorable investment opportunities available,
4. we decide to suspend or discontinue operation of such Separate Account, or
5. the Plan is not, or ceases to be, a plan described in Section M in this Rider.

Contributions or transfers directed to a Separate Account that we have closed on a temporary basis will be treated as Contributions or transfers for which we have not received proper investment directions and the provisions of the Document with regard to any such Contributions or transfers will apply. Your direction to make Contributions and transfers to the temporarily closed Separate Account will be treated as permanently revoked.

If you wish to have Contributions or transfers originally intended to be allocated to any Separate Account that is temporarily closed be allocated as something other than as amounts for which we have not received proper investment directions, we must receive new investment direction with regard to those Contributions or transfer. Once a temporarily closed Separate Account reopens, we must receive new directions in order to direct any Contributions or transfers to such Separate Account; the directions that were made prior to the closing of the Separate Account will continue to be treated as revoked, even after the Separate Account reopens. We may limit the application of such new investment directions as necessary to protect the Separate Account and assure that it operates properly.

Provisions for a permanently closed Separate Account. We will Announce our intent to permanently close a Separate Account. Subject to the limitations in Section

K, below, you will have 60 days to request a transfer as described in Section I, below. If after 60 days we have not received Notification of where to transfer a Separate Account Balance in a closed Separate Account, we will treat those amounts as a Contribution for which we do not have investment direction and transfer them accordingly.

I. PAYMENTS AND TRANSFERS FROM A SEPARATE ACCOUNT BALANCE

Upon Notification, or subject to our rights to make or defer a payment or transfer as described in this Rider, we will:

1. transfer to another Document Option all or any portion of the Separate Account Balance specified, and the related interest in the closed Separate Account, or
2. transfer to another Funding Agent all or any portion of the Separate Account Balance and the related interest in the closed Separate Account,
3. make any benefit payments under Article IV directly from the Separate Account Balance and the related interest in the closed Separate Account, or
4. we will make any payments you direct us to in a Notice, directly from the Separate Account, of (i) premiums or payments due under a group life insurance policy issued by us or another group annuity contract issued by us which provides benefits under the Plan, or (ii) premiums or fees for benefits or services not provided by us which are chargeable to the Plan. Payment will be made to you for items described in 4(ii) only if you are a trustee of the Plan.

The amount to be paid or transferred will be determined and paid or transferred within seven Business Days, subject to Section L, after (i) the Valuation Date on which we receive the Notification, or (ii) a later Valuation Date specified in the Notification. Payments and transfers will be made in accordance with our then-current procedures. We will Announce these procedures to you. The amount paid or transferred will be deducted from the Separate Account Balance from which such payment or transfer was requested on the date of such payment or transfer. Each transfer to another Separate Account Balance may occur only on a Valuation Date of that Separate Account Balance.

We are not responsible for the application of amounts transferred to another Funding Agent.

J. MUTUAL FUND LIMITATION

Without regard to any other feature of the Document or this Rider, if any limitation or delay is imposed by the underlying Mutual Fund we will be unable, and not required, to make payments, transfers, or apply amounts held under these Separate Accounts until such limitations are lifted or delayed payments are made to us.

K. LIMITATIONS ON PAYMENTS AND TRANSFERS FROM A SEPARATE ACCOUNT BALANCE

We reserve the right to defer such payments or transfers from a Separate Account described in this Rider up to 270 days (90 days for Principal Money Market Separate Account and Principal Government & High Quality Bond Separate Account). If we defer any payment or transfer under this Section, we will determine the amount to be actually paid or transferred on the Valuation Date immediately preceding the date on which a payment or transfer actually occurs. This determination will reflect changes to the value of the Separate Account assets, as well as the Operating Expenses and Management Fee during the delay. We will provide you an Announcement in the event of any deferment of more than 30 days under the provisions of this Section.

This deferment may include, but not be limited to, situations (i) involving disorderly or unstable markets, (ii) where regular banking has been suspended, or (iii) when an emergency or other circumstances beyond our control does not allow for the orderly disposal and liquidation of securities or other assets.

To the extent possible in conjunction with our obligations under our contracts and applicable law, these limitations will not apply to the payments to the beneficiary of a Participant due to the Participant's death, payments to a Participant due to disability or retirement under the Plan, and to purchases of annuity under Article IV, Section 3, of the Document.

We reserve the right to make payments or transfers in a different manner than described in this Rider if we (i) are required to do so under applicable statutes, regulations, or decisional law to which we are subject, (ii) must do so to comply with our fiduciary responsibilities as an ERISA Investment Manager as described in Section O of this Rider, or (iii) deem it necessary to make a change to maintain an appropriate distribution of assets under all of our group annuity contracts. .

Special Limitation for Certain Separate Accounts. If in the period specified below, which ends on the requested date of a transfer, payment, application, or withdrawal, all payments applications, withdrawals, and transfers from the total of all Separate Account Balances maintained under this Rider with regard to a particular Separate Account are equal to or greater than the dollar amount specified below, we will make the portion of the requested payment or transfer in excess of this dollar amount in substantially equal installments over a period not to exceed the period specified below. For purposes of this limitation, payments, applications, withdrawals, and transfers from any other Separate Account Balances maintained with regard to the Separate Account from any other contracts issued in connection with the Plan or with any other retirement plan of the Employer will be included as a payment, withdrawal, application, or transfer from a Separate Account Balance. If this limitation is imposed by us, the first installment will be made one month after the date of request, or on such later date that you specify. The specified dollar limit and

period is:

\$20,000,000 and 36 months, respectively, for all other Separate Accounts listed in this Rider except Principal Money Market Separate Account.

L. AMOUNT AND TIMING OF PAYMENTS, TRANSFERS, AND WITHDRAWALS

Any payment, transfer, application, or withdrawal from the value of a Separate Account Balance in accordance with the provisions of this Rider will be in the amount stated in the Notice directing such payment, transfer, application or withdrawal, to the extent that the Separate Account Balance is sufficient. If the amount set out in the Notice is a stated dollar amount, then, to the extent the Separate Account Balances are sufficient, we will pay, transfer, apply, or withdraw such amount. If the Notice directs that a percentage of a Separate Account Balance is to be paid, transferred, applied, or withdrawn, then the amount to be so paid, transferred, applied, or withdrawn will be that stated percentage of the value of the applicable Separate Account Balance as of the Valuation Date immediately preceding the Valuation Date on which the payment, transfer, or withdrawal is to be made, provided that such Valuation Dates are Business Days.

M. PLANS WHICH MAY INVEST IN THE SEPARATE ACCOUNTS

The Separate Accounts are not registered with the Federal Securities and Exchange Commission and therefore only Plans that meet certain requirements under Federal securities law may invest in the Separate Accounts. If the Internal Revenue Service or a court makes a final determination that a Plan is not, or no longer qualifies as, a qualified plan, or the Securities and Exchange Commission or a court determines that the Plan does not meet the requirements of relevant Federal securities laws, we will require that you transfer any amounts held invested in the Separate Accounts. If such a transfer becomes necessary, we will send you an Announcement describing your options. Your responsive Notification must clearly specify the Funding Agent to which you want the amounts held transferred. If we do not receive a timely Notification, we will make the transfer from the Separate Account to such person that which reasonably can act as a Funding Agent, but will not make a transfer to another Document Option. If we can not identify such a person, then we will take such actions as are necessary (including court actions) to have someone appointed to that role, which shall be paid for from the amounts that need to be transferred.

N. FUNDS

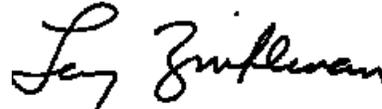
We are the sole owner of all assets held in the Separate Accounts.

O. INVESTMENT MANAGER

Issuance of this Rider constitutes acceptance and affirmation by us that (i) we are an "investment manager" as described in ERISA Section 3(38) solely with respect to the management of assets held in our Separate Accounts and (ii) we acknowledge that we are a fiduciary for this exclusive purpose of managing the assets of such Separate Accounts within the meaning of ERISA.

- P. AMENDMENT BY US.** As of any date, we may unilaterally strike this Rider and replace it with a rider to allow participation in any additional Separate Account or Accounts offered by us. Such revised rider will not change the provisions of an existing Separate Account. Participation in any Separate Account will be by Notification from you. In the event that we make a change to the operation of a Separate Account or decide to permanently close a Separate Account, we may unilaterally strike this Rider and replace it with a rider to reflect such changes or permanent closings, effective upon 60 days Announcement to you.

PRINCIPAL LIFE INSURANCE COMPANY

A handwritten signature in black ink, appearing to read "Jay Zinfman". The signature is written in a cursive, flowing style.

**President and
Chief Executive Officer**

TABLE A LISTING OF SEPARATE ACCOUNTS

The following Separate Accounts may all be available under this Document.

The maximum Management Fee for all of these Separate Accounts is 2.0%.

Principal Bond and Mortgage Separate Account
Principal Bond Emphasis Balanced Separate Account
Principal Core Plus Bond I Separate Account
Principal Disciplined LargeCap Blend Separate Account
Principal Diversified International Separate Account
Principal Global Equity I Separate Account
Principal Government & High Quality Bond Separate Account
Principal High Quality Intermediate-Term Bond Separate Account
Principal Inflation Protection Separate Account
Principal International Emerging Markets Separate Account
Principal International Growth Separate Account
Principal International I Separate Account
Principal International SmallCap Separate Account
Principal LargeCap Blend I Separate Account
Principal LargeCap Blend II Separate Account
Principal LargeCap Growth Separate Account
Principal LargeCap Growth I Separate Account
Principal LargeCap Growth II Separate Account
Principal LargeCap S&P 500 Index Separate Account
Principal LargeCap Value Separate Account
Principal LargeCap Value I Separate Account
Principal LargeCap Value II Separate Account
Principal LargeCap Value III Separate Account
Principal LifeTime 2010 Separate Account
Principal LifeTime 2015 Separate Account
Principal LifeTime 2020 Separate Account
Principal LifeTime 2025 Separate Account
Principal LifeTime 2030 Separate Account
Principal LifeTime 2035 Separate Account
Principal LifeTime 2040 Separate Account
Principal LifeTime 2045 Separate Account
Principal LifeTime 2050 Separate Account
Principal LifeTime 2055 Separate Account
Principal LifeTime Strategic Income Separate Account
Principal MidCap Blend Separate Account
Principal MidCap Growth Separate Account
Principal MidCap Growth I Separate Account

Principal MidCap Growth II Separate Account
Principal MidCap Growth III Separate Account
Principal MidCap S&P 400 Index Separate Account
Principal MidCap Value I Separate Account
Principal MidCap Value II Separate Account
Principal MidCap Value III Separate Account
Principal Money Market Separate Account
Principal Preferred Securities Separate Account
Principal Real Estate Securities Separate Account
Principal Short-Term Bond Separate Account
Principal SmallCap Blend Separate Account
Principal SmallCap Blend I Separate Account
Principal SmallCap Growth Separate Account
Principal SmallCap Growth I Separate Account
Principal SmallCap Growth II Separate Account
Principal SmallCap Growth III Separate Account
Principal SmallCap S&P 600 Index Separate Account
Principal SmallCap Value Separate Account
Principal SmallCap Value I Separate Account
Principal SmallCap Value II Separate Account
Principal SmallCap Value III Separate Account
Principal Stock Emphasis Balanced Separate Account
Principal Strategic Asset Management Balanced Separate Account
Principal Strategic Asset Management Conservative Balanced Separate Account
Principal Strategic Asset Management Conservative Growth Separate Account
Principal Strategic Asset Management Flexible Income Separate Account
Principal Strategic Asset Management Strategic Growth Separate Account
Principal Total Market Stock Index Separate Account
Principal Ultra Short Bond Separate Account

These Separate Accounts are described in “Descriptions of Principal Separate Accounts”.
You may request a copy from us at any time.

SERFF Tracking Number: PRLC-125958777 *State:* Arkansas
Filing Company: Principal Life Insurance Company *State Tracking Number:* 41178
Company Tracking Number: GPR 56588
TOI: A03G Group Annuities - Deferred Variable *Sub-TOI:* A03G.002 Flexible Premium
Product Name: GPR 56588
Project Name/Number: GPR 56588/GPR 56588

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: PRLC-125958777 State: Arkansas
Filing Company: Principal Life Insurance Company State Tracking Number: 41178
Company Tracking Number: GPR 56588
TOI: A03G Group Annuities - Deferred Variable Sub-TOI: A03G.002 Flexible Premium
Product Name: GPR 56588
Project Name/Number: GPR 56588/GPR 56588

Supporting Document Schedules

Review Status:

Satisfied -Name: Explanation of Variables

12/19/2008

Comments:

Attachment:

EOV.pdf

Explanation of Variables

GPR 56588

We will put the Document Number of the Document issued to the client in the first line of this Rider.

We reserve the right to change the number of Business Days to no more than 30.

Section B

Operating Expenses

We may change the items listed as operating expenses on all contracts of this class issued in the future.

Valuation Date

We may change the dates on which the value of separate accounts are determined on all contracts of this class issued after a date.

Valuation Period

We may change the length of the Valuation Period on all contracts of this class issued in the future.

Section C

Default Investment Direction

This paragraph will be deleted for contracts issued on behalf of Plans involving those Separate Accounts listed on Table A of GPR 56588, with transactions processing through the National Securities Clearing Corporation.

Section D

This paragraph will only be used for contracts issued on behalf of Plans involving those Separate Accounts listed on Table A of GPR 56588, with transactions processing through the National Securities Clearing Corporation. This paragraph will be deleted in all other instances.

Section E

Currently, the three balanced funds pay investment manager fees under our other separate accounts. If this situation were to change we would change this wording on all contracts of this class issued after that date. Also, we may modify this section at the client's request if any or all of the separate accounts listed are not included in the list of separate accounts in Table A.

Section I

For all contracts of this class issued in the future we may change the number of days within which payments or transfers will be made.

Section K

We may need to modify the separate accounts listed in the first

paragraph as separate accounts are added or removed from our offerings.

We may need to modify the separate accounts listed in the Special Limitation for Certain Separate Accounts section as separate accounts are added or removed from our offerings.

Table A

Normally, all separate accounts available under this Rider will be listed here. However, if a Documentholder requests that certain of the separate accounts be removed, those accounts will be omitted from this list. If new accounts are added in the future, they would be listed here.
