

SERFF Tracking Number: PRLC-127003336 State: Arkansas
Filing Company: Principal Life Insurance Company State Tracking Number: 47855
Company Tracking Number: SF 900 ETAL
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: Individual Variable Annuity
Project Name/Number: VA - GMWB /SF 900 etal

Filing at a Glance

Company: Principal Life Insurance Company

Product Name: Individual Variable Annuity

TOI: A03I Individual Annuities - Deferred Variable

Sub-TOI: A03I.002 Flexible Premium

Filing Type: Form

SERFF Tr Num: PRLC-127003336 State: Arkansas

SERFF Status: Closed-Approved-Closed State Tr Num: 47855

Co Tr Num: SF 900 ETAL

State Status: Approved-Closed

Reviewer(s): Linda Bird

Author: Julie Gwennap

Disposition Date: 02/08/2011

Date Submitted: 02/02/2011

Disposition Status: Approved-Closed

Implementation Date:

Implementation Date Requested: On Approval

State Filing Description:

General Information

Project Name: VA - GMWB

Project Number: SF 900 etal

Requested Filing Mode: Review & Approval

Status of Filing in Domicile: Pending

Date Approved in Domicile:

Domicile Status Comments: Submitted to Iowa on 02-01-2011.

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Individual Market Type:

Overall Rate Impact:

Filing Status Changed: 02/08/2011

State Status Changed: 02/08/2011

Deemer Date:

Created By: Julie Gwennap

Submitted By: Julie Gwennap

Corresponding Filing Tracking Number:

Filing Description:

A new individual flexible premium variable deferred annuity Guaranteed Minimum Withdrawal Benefit Rider and Data Pages are enclosed for your approval.

Rider form SF 900 and Data Page SF 749-A are new forms that will be used with flexible premium deferred variable annuity contract SF 749 that was approved on 05/28/2004.

1. Form SF 900, Guaranteed Minimum Withdrawal Benefit Rider, will be sold by licensed agents and brokers to individuals who are between the ages of 60 and 80 (inclusive). Under this rider, as long as certain conditions are met, we guarantee the contract holder's ability to make annual withdrawals from the contract, regardless of the contract's

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accumulated value.

The quarterly rider charge is currently 0.1825%, will not exceed 0.4125%, and will be shown on the enclosed Data Pages.

This rider provides for guaranteed minimum withdrawal benefit payments under which he or she can withdrawal a certain amount annually until his or her death. The amount available for withdrawal depends on the percentage at which the For Life payments are locked-in when the first withdrawal is taken. The single-life and joint-life percentages are set forth in the Data Pages.

The Guaranteed Minimum Withdrawal Benefit Rider has a bonus feature whereby the benefit base may be increased by a certain percentage as long as no withdrawals have been taken. The bonus does not increase the contract accumulated value, it is only used to calculate the benefit base for the rider.

In addition, there is a "step up" feature under which we will automatically "step-up" the benefit base on the contract anniversary until the later of 10 years after issue or the oldest owner is 80 years old. The benefit base is "stepped up" to the contract accumulated value amount, if that amount is higher.

2. SF 749-A, Data Pages, will be issued with all new issues of contract form SF 749 when rider SF 900 is attached to the contract.

Several items on the sample Data Pages are shown within brackets to denote their variability. A Memorandum of Variability which explains those variable items is also enclosed.

Since this submission pertains to an SEC-regulated product, no readability statement is enclosed.

Please contact me with any questions or comments you may have.

Company and Contact

Filing Contact Information

Julie Gwennap, Sr Contract Analyst
710 9th St
Des Moines, IA 50309

Gwennap.Julie@principal.com
800-543-4015 [Phone] 77892 [Ext]
515-235-1953 [FAX]

Filing Company Information

Principal Life Insurance Company
711 High Street
Des Moines, IA 50309

CoCode: 61271
Group Code: 332
Group Name:

State of Domicile: Iowa
Company Type:
State ID Number:

SERFF Tracking Number: PRLC-127003336 State: Arkansas
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Product Name: Individual Variable Annuity
Project Name/Number: VA - GMWB /SF 900 etal
(515) 246-7517 ext. [Phone] FEIN Number: 42-0127290

Filing Fees

Fee Required? Yes
Fee Amount: \$100.00
Retaliatory? No
Fee Explanation: 2 forms x \$50.00 = \$100.00
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Principal Life Insurance Company	\$100.00	02/02/2011	44320091

SERFF Tracking Number: PRLC-127003336 State: Arkansas
Filing Company: Principal Life Insurance Company State Tracking Number: 47855
Company Tracking Number: SF 900 ETAL
TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
Product Name: Individual Variable Annuity
Project Name/Number: VA - GMWB /SF 900 etal

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	02/08/2011	02/08/2011

SERFF Tracking Number: PRLC-127003336 State: Arkansas
Filing Company: Principal Life Insurance Company State Tracking Number: 47855
Company Tracking Number: SF 900 ETAL
TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
Product Name: Individual Variable Annuity
Project Name/Number: VA - GMWB /SF 900 etal

Disposition

Disposition Date: 02/08/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: PRLC-127003336 State: Arkansas
 Filing Company: Principal Life Insurance Company State Tracking Number: 47855
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 TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
 Product Name: Individual Variable Annuity
 Project Name/Number: VA - GMWB /SF 900 etal

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		No
Supporting Document	Application		No
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Memorandums of Variability		Yes
Form	Guaranteed Minimum Withdrawal Benefit		Yes
	Rider		
Form	Data Page		Yes

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Form Schedule

Lead Form Number: SF 900

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	SF 900	Policy/Cont Guaranteed ract/Fratern Minimum Withdrawal al Benefit Rider Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0.000	SF 900.pdf
	SF 749-A	Data/DeclarData Page ation Pages	Initial		0.000	SF 749-A.pdf

GUARANTEED MINIMUM WITHDRAWAL BENEFIT RIDER

This rider is part of Your contract. All definitions, provisions, and exceptions of the contract apply to this rider unless specifically changed by this rider. This rider is available only if the Owner(s) and Covered Lives meet our rider eligibility guidelines.

The rider effective date is shown on the Data Page. In the event of a conflict between any provision in this rider and the contract, the provisions of this rider will control. The initial charge for this rider is shown on the Data Page. You may cancel this rider any time after it has been in force for five full Contract Years.

RIDER BENEFITS

This rider guarantees that You may take certain Withdrawals in each Contract Year for life, regardless of Your contract's accumulated value, subject to the terms and conditions of this rider.

DEFINITIONS

COVERED LIFE or **COVERED LIVES** are the natural person or persons upon whose lives the Withdrawal Benefit Payments of this rider are based. There can be no more than two Covered Lives.

EXCESS WITHDRAWAL is the portion of a Withdrawal that exceeds the Withdrawal Benefit Payment.

OWNER is the person, including any Joint Owner, who owns all rights and privileges of this rider. If the Owner is not a natural person, for purposes of this rider, the term "Owner" shall mean the Annuitant(s).

SPOUSE is the person recognized as the Owner's Spouse and eligible to make a spousal election under federal tax laws.

WITHDRAWAL is any partial surrender of the contract accumulated value (including Surrender Charges, if any) and/or any partial annuitization of the contract.

WITHDRAWAL BENEFIT BASE (also referred to as For Life Withdrawal Benefit Base) is the amount on which a Withdrawal Benefit Payment is based.

WITHDRAWAL BENEFIT PAYMENT (also referred to as For Life Withdrawal Benefit Payment) is any amount guaranteed to be available for Withdrawal each Contract Year.

GUARANTEED MINIMUM WITHDRAWAL BENEFIT (GMWB)

This rider provides for guaranteed minimum Withdrawal Benefit Payments up to an annual percentage of the For Life Withdrawal Benefit Base. The annual percentage is based on "Single Life" unless You have elected "Joint Life" Withdrawal Benefit Payments as described in "SINGLE LIFE" AND "JOINT LIFE" WITHDRAWAL BENEFIT PAYMENTS.

You are not required to take Withdrawals, except as described in EFFECT ON RIDER BENEFITS IF CONTRACT ACCUMULATED VALUE IS ZERO. You may take Withdrawals when, and in any amount, You desire subject to the Minimum Unscheduled Partial Surrender amount shown on the Data Page. Anytime You take a Withdrawal, We adjust the For Life Withdrawal Benefit Payment and the For Life Withdrawal Benefit Base, as described in WITHDRAWAL BENEFIT PAYMENT CALCULATION and WITHDRAWAL BENEFIT BASE CALCULATION.

Note: Although this rider does not restrict Your Withdrawal rights under the contract, You need to know that the amount of Withdrawals that exceed the Withdrawal Benefit Payment have a negative effect on this rider's value as described in EFFECT OF EXCESS WITHDRAWALS ON RIDER BENEFITS.

“SINGLE LIFE” AND “JOINT LIFE” WITHDRAWAL BENEFIT PAYMENTS

“Single Life” For Life Withdrawal Benefit Payments

The Withdrawal Benefit Payments under this rider are automatically calculated as “Single Life”, meaning based on one Covered Life. To be eligible for “Single Life” Withdrawal Benefit Payments, the Covered Life:

1. must be either:
 - a. the Owner if there is only one Owner; or
 - b. the youngest Joint Owner if there are Joint Owners; and
2. must meet Our rider eligibility guidelines on the date named as a Covered Life.

“Single Life” Withdrawal Benefit Payments continue until the earlier of:

1. the death of the first Owner to die; or
2. the Withdrawal Benefit Base is zero.

The “Single Life” Withdrawal Benefit Payment percentage is locked in as of the date of Your first Withdrawal and is set out in the table on the Data Page.

“Joint Life” For Life Withdrawal Benefit Payments

Anytime on or before Your first Withdrawal, You may elect to take Withdrawal Benefit Payments on a “Joint Life” basis, meaning based on two Covered Lives. You may only elect “Joint Life” Withdrawal Benefit Payments if there are two eligible Covered Lives. The “Joint Life” election is not available if the Owner is not a natural person.

In order to be eligible for “Joint Life” Withdrawal Benefit Payments, the Covered Lives:

1. must be either:
 - a. if there is only one Owner, the Owner and the Owner’s Spouse, provided the Spouse is named as a primary beneficiary; or
 - b. the Joint Owners, provided the Joint Owners are each other’s Spouse; and
2. must meet Our rider eligibility guidelines on the date named as Covered Lives.

“Joint Life” Withdrawal Benefit Payments continue until the earlier of:

1. the death of the last Covered Life to die, or
2. the Withdrawal Benefit Base is zero.

The “Joint Life” Withdrawal Benefit Payment percentage is locked in as of the date of Your first Withdrawal and is set out in the table on the Data Page.

Note: The Withdrawal Benefit Payment will always be based on “Single Life” unless You notify us that You are electing “Joint Life” Withdrawal Benefit Payments and You are eligible to make a “Joint Life” election. At the time You take Your first Withdrawal, Your Withdrawal Benefit Payment is locked in as either “Single Life” or “Joint Life”, whichever is applicable. You may not change Your Withdrawal Benefit Payment election after You have taken a Withdrawal.

EFFECT ON RIDER BENEFITS IF CONTRACT ACCUMULATED VALUE IS ZERO

If Your contract accumulated value is zero and rider benefits are available:

1. You will continue to receive the For Life Withdrawal Benefit Payment under this rider according to the rider terms, but all other rights and benefits under this rider and the contract, including death benefits and the ability to make additional premium payments, will cease.
2. If you have elected "Joint Life" Withdrawal Benefit Payments, You will receive fixed scheduled payments each year in the amount of the Withdrawal Benefit Payment until the date of the death of the last Covered Life to die.

Otherwise, You will receive fixed scheduled payments each year in the amount of the "Single Life" Withdrawal Benefit Payment until the date of Your death.
3. After the final Withdrawal Benefit Payment is taken, this rider and the contract will terminate.

WITHDRAWAL BENEFIT PAYMENT CALCULATION

We calculate the Withdrawal Benefit Payment on the rider effective date and on each Contract Anniversary thereafter.

The Withdrawal Benefit Payment is calculated as a fixed percentage of the Withdrawal Benefit Base. The Withdrawal Benefit Payment percentage is locked in as of the date of Your first Withdrawal as set out in the tables on the Data Page, and is automatically based on "Single Life" unless You are eligible and elect "Joint Life".

You are not required to take a Withdrawal of any or all of a Withdrawal Benefit Payment in a Contract Year. If You do not take an available Withdrawal Benefit Payment in a Contract Year, that remaining Withdrawal Benefit Payment does not carry over to the next Contract Year.

WITHDRAWAL BENEFIT BASE CALCULATION

We calculate the Withdrawal Benefit Base on the rider effective date and on each Contract Anniversary this rider is in force. The initial Withdrawal Benefit Base equals premium payments made on the rider effective date. Additional premium payments made during any Contract Year plus any applicable GMWB Bonus will increase the Withdrawal Benefit Base on the next Contract Anniversary.

Withdrawals during a Contract Year that are less than or equal to a Withdrawal Benefit Payment will not decrease the Withdrawal Benefit Base. Excess Withdrawals will reduce the Withdrawal Benefit Base in an amount equal to the greater of:

1. the Excess Withdrawals; and
2. the result of (a. divided by b.), multiplied by c., where:
 - a. is the amount withdrawn in excess of the Withdrawal Benefit Payment remaining prior to the Withdrawal;
 - b. is the contract accumulated value after the Withdrawal Benefit Payment is deducted, but prior to the Excess Withdrawal; and
 - c. is the Withdrawal Benefit Base prior to the adjustment for the Excess Withdrawal.

EFFECT OF EXCESS WITHDRAWALS ON RIDER BENEFITS

Any Withdrawal, or portion thereof, when aggregated with all prior Withdrawals during that Contract Year, that exceeds the Withdrawal Benefit Payment is an Excess Withdrawal. Excess Withdrawals will reduce the Withdrawal Benefit Base. This reduction may be greater than the dollar amount of the Excess Withdrawal when the contract accumulated value is less than the Withdrawal Benefit Base. Calculations of Excess Withdrawals are set forth in WITHDRAWAL BENEFIT BASE CALCULATION.

GMWB BONUS

We may credit a GMWB Bonus to the Withdrawal Benefit Base, provided that You have not taken a Withdrawal in any preceding Contract Year during the life of this rider. The GMWB Bonus, if any, is shown on the Data Page.

Note: The GMWB Bonus is used only for purposes of calculating the Withdrawal Benefit Base. It is not included in Your contract accumulated value.

ANNUAL GMWB STEP-UP

On each Contract Anniversary following the rider effective date, We will compare the contract accumulated value on that date to the Withdrawal Benefit Base. If the contract accumulated value is greater than the Withdrawal Benefit Base, We will automatically increase ("Step-Up") the Withdrawal Benefit Base to the contract accumulated value if You are eligible for that Step-Up.

You are eligible for a Step-Up to the Withdrawal Benefit Base if the following requirements are satisfied:

1. the Contract Anniversary occurs before the later of:
 - a. the Contract Anniversary following the date the oldest Owner attains age 80; or
 - b. ten years after the rider effective date;
2. You have not declined any increases in the rider charge; and
3. You have not fully annuitized Your contract.

So long as You remain eligible for the Step-Up feature of this rider, You will be charged the then current rider charge as described in RIDER CHARGE. You may avoid an increase in Your rider charge by declining the rider charge increase before the rider charge increase becomes effective. If You decline the increased charge, You are no longer eligible for the Step-Up feature. The feature may not be added later and You will not receive future Step-Ups.

RIDER CHARGE

There is an additional charge for this rider. The rider charge is computed quarterly based on the Withdrawal Benefit Base and is deducted from Your contract accumulated value at the end of each calendar quarter. If this rider is issued after the beginning of a calendar quarter, We will pro-rate the rider charge to reflect the number of days the rider is in effect during the calendar quarter.

The initial rider charge is shown on the Data Page. We may increase the rider charge, but We guarantee that the increased charge will not exceed the maximum rider charge shown on the Data Page. Rider charge increases, if any, will automatically apply unless We receive notice from You declining the increase prior to the effective date of the rider charge increase.

Note: If You decline an increase in the rider charge, You will no longer be eligible for future Step-Ups and Your current rider charge will remain in effect for the remaining life of this rider.

If this rider is terminated, We will pro-rate the rider charge to reflect the number of days that this rider was in effect during the calendar quarter.

INVESTMENT OPTION RESTRICTIONS

While this rider is in effect, the Investment Options You may select are limited to the allocation models and/or Divisions that We designate ("GMWB Investment Options"). We may modify the GMWB Investment Options available with this rider from time to time.

You may select only one GMWB Investment Option at a time. You may transfer from one GMWB Investment Option to another by providing Us notice.

If You select a GMWB Investment Option which is an allocation model:

1. Your allocation percentages must match the percentages of the model You have selected; and
2. You direct us to automatically rebalance Your contract accumulated value on each calendar quarter to match Your selected model.

MAXIMUM TOTAL PREMIUM CONTRIBUTIONS

The Maximum Total Premium Contributions you may make during the lifetime of the contract are shown on the Data Page. We reserve the right to treat all deferred variable annuity contracts issued by Us to You and/or Your Spouse with a guaranteed minimum withdrawal benefit rider attached as one contract for purposes of determining the Maximum Total Premium Contributions.

EFFECT ON THE RIDER BENEFITS AT DEATH

If You die when the contract accumulated value is greater than zero:

1. If You are the only Owner, upon Your death, Your primary beneficiary may elect one of the following:
 - a. receive the death benefit under the contract; or
 - b. if the primary beneficiary is Your Spouse, Your Spouse may continue the contract with or without this rider as set forth in SPOUSAL CONTINUATION.
2. If there are Joint Owners, upon the death of the first Joint Owner to die, the surviving Joint Owner may elect one of the following:
 - a. receive the death benefit under the contract; or
 - b. if the surviving Joint Owner is Your Spouse, Your Spouse may continue the contract with or without this rider as set forth in SPOUSAL CONTINUATION.

If You die after the contract accumulated value has reduced to zero:

1. If You elected "Single Life" For Life withdrawal benefit payments, all payments stop and the contract is terminated.
2. If you elected "Joint Life" For Life withdrawal benefit payments, We will continue payments to the surviving covered life until the date of the surviving covered life's death.

SPOUSAL CONTINUATION

If you die while this rider is attached to Your contract, Your Spouse may NOT continue the contract with this rider if any of the following apply:

1. The contract accumulated value is zero.
2. The contract and this rider have been previously continued.
3. You were the sole Owner and Your Spouse is not a primary beneficiary.
4. There were Joint Owners and Your Spouse is not the surviving Joint Owner.
5. Your Spouse does not meet the minimum age requirement of Our rider eligibility guidelines on the date of the continuation election.
6. Withdrawals have been taken and You locked in "Single Life" For Life Withdrawal Benefit Payments.
7. Withdrawals have been taken and You locked in "Joint Life" For Life Withdrawal Benefit Payments and Your Spouse is not an eligible Covered Life.

Note: Although spousal continuation may be available under the contract for a subsequent spouse, this rider may only be continued once.

Note: If Your Spouse is not eligible to continue this rider, or elects not to continue this rider, this rider and all rights, benefits and charges under the rider will terminate.

If none of the statements above apply and Your Spouse elects to continue the contract with the rider:

If Withdrawals have not been taken:

1. Withdrawal Benefit Payments will be calculated as "Single Life".
2. You will be removed as a Covered Life and Your Spouse will be the sole Covered Life.
3. Your Spouse may not add a new Covered Life or elect "Joint Life" Withdrawal Benefit Payments.
4. The Withdrawal Benefit Payment percentage will be based on Your Spouse's age and will lock in at the "Single Life" percentage applicable on the date of Your Spouse's first Withdrawal.
5. Withdrawal Benefit Payments will continue to be available until the death of Your Spouse.

If Withdrawals have been taken and You have locked in "Joint Life" Withdrawal Benefit Payments:

1. The Withdrawal Benefit Payment percentage will continue to be based on the original Covered Lives.
2. Your Spouse may not add a new Covered Life.
3. Withdrawal Benefit Payments will continue to be available until the death of Your Spouse.

All other provisions of this rider will continue as in effect on the date of Your death.

COVERED LIFE CHANGE

Any ownership, beneficiary designation or other contract or rider change before the Annuitization Date which would cause a change in the Covered Life (a "Change") will result in termination of this rider, except for the following permissible Changes.

1. Spousal continuation of this rider as described above in SPOUSAL CONTINUATION.
2. If Withdrawals have not been taken and You have not previously elected to continue this rider as provided in SPOUSAL CONTINUATION:
 - a. You may add a Joint Owner or primary beneficiary as a Covered Life, provided that the new Joint Owner or primary beneficiary is an eligible Covered Life as set forth in "SINGLE LIFE" AND "JOINT LIFE" WITHDRAWAL BENEFIT PAYMENTS.
 - b. You may remove a Joint Owner or primary beneficiary as a Covered Life.
 - c. The Withdrawal Benefit Payment percentage will be calculated based on the age of the Covered Lives and will lock in at the percentage applicable on the date of Your first Withdrawal.
3. If Withdrawals have been taken and You have locked in "Single Life" Withdrawal Benefit Payments,
 - a. You may remove a Joint Owner as a Covered Life and Withdrawal Benefit Payments will cease upon Your death. You may add a primary beneficiary to Your contract; however, You may not add a primary beneficiary as a Covered Life for purposes of this rider.
 - b. The For Life Withdrawal Benefit Payment percentage will remain locked at the percentage applicable on the date of Your first Withdrawal and will not be reset to reflect the removal of the Covered Life.
4. If Withdrawals have been taken and You have locked in "Joint Life" Withdrawal Benefit Payments,
 - a. You may remove a Joint Owner or primary beneficiary as a Covered Life and Withdrawal Benefit Payments will cease upon Your death.
 - b. You may add a primary beneficiary to Your contract; however, You may not add a primary beneficiary as a Covered Life for purposes of this rider.
 - c. The Withdrawal Benefit Payment percentage will remain locked at the percentage applicable on the date of Your first Withdrawal and will not be reset to reflect the removal of the Covered Life.
5. If You have previously elected to continue the Rider as provided in SPOUSAL CONTINUATION, You may add a primary beneficiary to Your contract; however, You may not add a primary beneficiary as a Covered Life for purposes of this rider.

No Change is effective until approved by Us in writing. Upon Our approval, the Change is effective as of the date You signed the Notice requesting the Change.

An assignment of the contract or this rider shall be deemed a request for a Change. If the Change is not one of the above permissible Changes, this rider will be terminated as of the date of the assignment.

EFFECT OF DIVORCE ON THE RIDER

Generally, in the event of a divorce, the Spouse who retains ownership of the contract will continue to be entitled to all rights and benefits of this rider while the former Spouse will no longer have any such rights or be entitled to any benefits under this rider. If You take a Withdrawal to satisfy a court order to pay a portion of the contract to Your former Spouse, any portion of such Withdrawal that exceeds the available Withdrawal Benefit Payments shall be an Excess Withdrawal under this rider.

TERMINATION

You may terminate this rider anytime after this rider has been in force for five full Contract Years.

We will terminate this rider when any of the following occurs:

1. the contract terminates;
2. You fully annuitize the contract;
3. the Withdrawal Benefit Base is zero;
4. there is a Change of Covered Life or Owner, except as permitted in COVERED LIFE CHANGE;
or
5. Your surviving Spouse continues the contract without this rider.

REINSTATEMENT

If this rider terminates for any reason other than Your full surrender of Your contract, this rider may not be reinstated.

If You surrender Your contract with this rider attached and the contract is later reinstated, this rider also must be reinstated. If the contract and rider are reinstated, this rider will be reinstated as of the date of the termination. At the time this rider is reinstated, We will deduct rider charges scheduled during the period of termination and make any other adjustments necessary to reflect any changes in the amount reinstated and the contract accumulated value as of the date of termination.

{  }

Chairman, President and CEO

{ Principal Life Insurance Company
Des Moines, Iowa 50392-0001 }

DATA PAGE

Flexible Premium Deferred Variable Annuity

CONTRACT DATA

Contract Number:	[Sample]
Annuitant/Age:	[John Doe/60]
Owner:	[Jane Doe]
Joint Annuitant/Age:	[Jane Doe/60]
Joint Owner:	[John Doe]
Contract Date:	[February 1, 2011]
Maximum Annuitization Date:	[January 31, 2046]
Initial Premium:	[\$10,000.00]

BENEFITS

Fixed Account Guaranteed Minimum Interest Rate:	[1.00%-3.00%]	
Fixed Account Interest Rate for premium payments received on the Contract Date:	[3.50%]	
Fixed Dollar Cost Averaging (DCA) Account Guaranteed Minimum Interest Rate:	[1.00%-3.00%]	
Fixed DCA Account 6-Month DCA Term Interest Rate for premium payments received on the Contract Date:	[4.50%]	
Fixed DCA Account 12-Month DCA Term Interest Rate for premium payments received on the Contract Date:	[5.50%]	

CONTRACT CHARGES AND LIMITS

Separate Account Administration Charge:	Currently [0.00%], not to exceed 0.15% annually
Mortality & Expense Risks Charge:	1.25% annually
Annual Fee:	Lesser of \$30.00 or 2.00% of accumulated value
Transaction Fee:	[Currently \$00.00], or, for unscheduled Division transfers after the first, such larger amount as is required by law or by the underlying mutual fund of the Division.
Minimum Additional Premium:	\$2,000.00
Maximum Total Premium Contributions:	\$2,000,000.00
Minimum Unscheduled Partial Surrender:	\$100.00
Minimum Accumulated Value After A Partial Surrender:	\$5,000.00
Minimum Accumulated Value To Initiate A Scheduled Partial Surrender:	\$5,000.00
Minimum Transfer Amount:	\$100.00
Free Surrender Amount:	
The greater of (A.) and (B.) where:	
(A.) is 10% of premium payments decreased by any partial surrenders made since the last Contract Anniversary; and	
(B.) is the accumulated value minus remaining premium payments as of the surrender date.	
[Minimum Fixed DCA Account Premium Payment:	\$1,000.00]

SURRENDER CHARGES

Completed Contract Years Since Each Premium Payment Was Made	Surrender Charge Percentage
0	6.00%
1	6.00%
2	6.00%
3	5.00%
4	4.00%
5	3.00%
6	2.00%
7 and after	0.00%

RIDER DATA

Guaranteed Minimum Withdrawal Benefit Rider

Effective Date: [February 1, 2011]
 Current Quarterly Rider Charge: { 0.1825% }
 Maximum Quarterly Rider Charge: 0.4125%

Table of For Life Withdrawal Benefit Payment Percentages – “Single Life”:

<u>Age of Covered Life at first Withdrawal</u>	<u>For Life Withdrawal Benefit Payment Percentage</u>
{ 45-49 }	{ 3.50% }
{ 50-54 }	{ 4.00% }
{ 55-59 }	{ 4.50% }
{ 60-64 }	{ 5.00% }
{ 65-69 }	{ 5.25% }
{ 70-74 }	{ 5.50% }
{ 75-79 }	{ 6.00% }
{ 80+ }	{ 6.50% }

Table of For Life Withdrawal Benefit Payment Percentages – “Joint Life”:

<u>Age of youngest Covered Life at first Withdrawal</u>	<u>For Life Withdrawal Benefit Payment Percentage</u>
{ 45-49 }	{ 3.00% }
{ 50-54 }	{ 3.50% }
{ 55-59 }	{ 4.00% }
{ 60-64 }	{ 4.50% }
{ 65-69 }	{ 4.75% }
{ 70-74 }	{ 5.00% }
{ 75-79 }	{ 5.50% }
{ 80+ }	{ 6.00% }

GMWB Bonus is available for the years shown below and equals the total of all premium payments made multiplied by the applicable GMWB Bonus Percentage shown below:

<u>Contract Anniversary Following the Rider Effective Date</u>	<u>GMWB Bonus Percentage</u>
{ 1 }	{ 5.00% }
{ 2 }	{ 5.00% }

SERFF Tracking Number: PRLC-127003336 State: Arkansas
Filing Company: Principal Life Insurance Company State Tracking Number: 47855
Company Tracking Number: SF 900 ETAL
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: Individual Variable Annuity
Project Name/Number: VA - GMWB /SF 900 etal

Supporting Document Schedules

Item Status:

Status

Date:

Satisfied - Item: Memorandums of Variability

Comments:

Attachments:

Memorandum of Variable Material for SF 900.pdf

Memorandum of Variability for SF 749-A.pdf



Principal Life Insurance Company
711 High Street
Des Moines, IA 50392-3750

**Memorandum of Variable Material for form SF 900
Dated 01/18/2011**

Variable material is contained within brackets on the form.

1. Officer name, signature and title:

In the event of a leadership change at Principal Life Insurance Company, the authorized officer may change. This would result in a different signature appearing on the rider form. In addition, the authorized officer's title may change from what is shown in brackets on the form.

2. Home office address:

The company may vary the address by the physical location of the home office.



Principal Life Insurance Company
711 High Street
Des Moines, IA 50392-3750

**Memorandum of Variability for form SF 749-A
Dated 01/18/2011**

The following variable material is contained within brackets on the form:

1. **Contract Number:** Prints a unique number for each contract issued here.
2. **Annuitant/Age:** Prints the Annuitant's name and age here.
3. **Owner:** Prints the contract Owner's name here.
4. **Joint Annuitant/Age:** Prints any Joint Annuitant's name and age here. If there is no Joint Annuitant for the contract this line will not print.
5. **Joint Owner:** Prints any Joint Owner's name here. If there is no Joint Owner for the contract this line will not print.
6. **Contract Date:** Prints the effective date of the contract here.
7. **Maximum Annuitization Date:** Prints the Maximum Annuitization Date for the contract here. The date will be equal to the contract anniversary immediately following the Annuitant's age 85 or 10 years after the contract date, whichever is later.
8. **Initial Premium:** Prints the initial premium paid for the contract here.
9. **Fixed Account Guaranteed Minimum Interest Rate:** Prints the Fixed Account Guaranteed Minimum Interest Rate here if Fixed Account Endorsement is issued with the contract. This rate will range between 1% and 3% inclusive. If the Fixed Account Endorsement is not issued with the contract this line will not print.
10. **Fixed Account Interest Rate for premium payments received on the Contract Date:** Prints the initial Fixed Account interest rate for premium payments received on the contract date if the Fixed Account Endorsement is issued with the contract. This rate will never be less than the Fixed Account Guaranteed Minimum Interest Rate. If the Fixed Account Endorsement is not issued with the contract this line will not print.
11. **Fixed Dollar Cost Averaging (DCA) Account Guaranteed Minimum Interest Rate:** Prints the Fixed DCA Guaranteed Minimum Interest Rate here if the Fixed Dollar Cost Averaging Account Endorsement is issued with the contract. This rate will range between 1% and 3% inclusive. If the Fixed Dollar Cost Averaging Account Endorsement is not issued with the contract, this line will not print.
12. **Fixed DCA Account 6-Month DCA Term Interest Rate for premium payments received on the Contract Date:** Prints the Initial 6-month Fixed DCA Account interest rate for premium payments received on the contract date. This rate will never be less than the Fixed Dollar Cost Averaging (DCA) Account Guaranteed Minimum Interest Rate. If premium payments are not allocated to the 6-month DCA Term when the contract is issued, this line will not print.

13. **Fixed DCA Account 12-Month DCA Term Interest Rate for premium payments received on the Contract Date:** Prints the Initial 12-month Fixed DCA Account interest rate for premium payments received on the contract date. This rate will never be less than the Fixed Dollar Cost Averaging (DCA) Account Guaranteed Minimum Interest Rate. If premium payments are not allocated to the 12-month DCA Term when the contract is issued, this line will not print.
14. **Separate Account Administration Charge:** The current Separate Account Administration Charge will print here; however, the charge will not exceed 0.15% annually.
15. **Transaction Fee:** The current Transaction Fee prints here. The fee is currently set at \$00.00 or, for unscheduled separate account division transfers after the first, such larger amount as is required by law or by the underlying mutual fund of the separate account division.
16. **Minimum Fixed DCA Account Premium Payment:** \$1,000. This line will only print if all or part of the initial premium payment is allocated to a Fixed DCA Account.
17. **Rider Data:** From time to time we may add new or delete rider paragraphs from this section depending on which riders are available for new issue. Currently, the rider paragraphs that may be printed in this section include:
 - **Guaranteed Minimum Withdrawal Benefit Rider:** Note that while the Current Quarterly Rider Charge may vary, it will never be more than the guaranteed charge stated within the same paragraph.

Guaranteed Minimum Withdrawal Benefit Rider

Effective Date: {MM DD, YYYY} – *The effective date of the rider will print*
Current Quarterly Rider Charge: {0.1825%}
Maximum Quarterly Rider Charge: 0.4125%

IN ADDITION, the following paragraphs may print when a GMWB rider is issued:

Table of For Life Withdrawal Benefit Payment Percentages – “Single Life”:

<u>Age of Covered Life at first Withdrawal</u>	<u>For Life Withdrawal Benefit Payment Percentage</u>
45-49	3.50%
50-54	4.00%
55-59	4.50%
60-64	5.00%
65-69	5.25%
70-74	5.50%
75-79	6.00%
80+	6.50%

Table of For Life Withdrawal Benefit Payment Percentages – “Joint Life”:

<u>Age of youngest Covered Life at first Withdrawal</u>	<u>For Life Withdrawal Benefit Payment Percentage</u>
45-49	3.00%
50-54	3.50%
55-59	4.00%
60-64	4.50%
65-69	4.75%
70-74	5.00%
75-79	5.50%
80+	6.00%

** The ages shown in the left-hand column currently range from 60 to 80+ and may vary but will not be less than 45 or more than 80+. The percentages shown in the right hand column may vary but will not be less than 0.5% or more than 10%.

GMWB Bonus is available for the years shown below and equals the total of all premium payments made multiplied by the applicable GMWB Bonus Percentage shown below:

<u>Contract Anniversary Following the Rider Effective Date</u>	<u>GMWB Bonus Percentage</u>
{ 1 }	{ 5.00% }
{ 2 }	{ 5.00% }

** The information shown in the left-hand column of the GMWB Bonus table above may vary between 1 and "All Years" and the information shown in the right-hand column may vary between 0.0% and 10%.