

# Principal Life Insurance Company Principal National Life Insurance Company Members of Principal Financial Group®

P.O. Box 10431 Des Moines, IA 50306-0431 Absolute Assignment to Effect a Section 1035(a) Exchange

Only one company is the issuer and responsible for obligations of any given policy.

In this Absolute Assignment "the Company" is the Company which issues the policy, Principal Life Insurance Company or Principal National Life Insurance Company, respectively. ("Current Contract(s)" means contract(s) to be exchanged. "Assignment" means absolute assignment. "Principal Contract" means the new Principal Life Insurance Company or Principal National Life Insurance Company contract.)

If you are exchanging Current Contract(s) from more than one company, complete a separate Assignment for each company. If you are exchanging Current Contract(s) from the same company, please include all contracts on this Assignment. **NOTE:** The insured and owner of the Principal Contract **must match** the insured and owner of the Current Contract(s) being exchanged.

Current Insurance Company		Insured's	Name				
Owner's Name (If Company or Trust, p	orovide Company/Trust Na	ame and Date of Trus	t)	Owner's SSN/TI	N		
A. Current Contract(s) (List policy numbers)	<b>B.</b> Type of Contract(s)	C. Is There a Loan on Existing Policy?	<b>D.</b> Will Loan Amount Be Carried Over? *	<b>E.</b> Current Outstanding Loan Amount *	F. Policy Lost or Destroyed?		
		☐ Yes ☐ No	☐ Yes ☐ No	\$	☐ Yes ☐ No		
		☐ Yes ☐ No	☐ Yes ☐ No	\$	☐ Yes ☐ No		
		☐ Yes ☐ No	☐ Yes ☐ No	\$	☐ Yes ☐ No		
* If column <b>D</b> is answered Yes, complete column <b>E</b> . Loans can be carried over to a new Principal Contract. Loans cannot be carried over to an existing in force policy issued by Principal Life Insurance Company or Principal National Life Insurance Company.							
Will the accrued loan interest be included in the loan(s)? ☐ Yes ☐ No							
Will the initial premium be paid from 1035 proceeds? ☐ Yes ☐ No							
Is the exchanged contract a Modified Endowment Contract (MEC)? ☐ Yes ☐ No							
Does the exchanged contract have a gain? Yes No							

## ABSOLUTE ASSIGNMENT OF CURRENT CONTRACT(S)

I hereby absolutely assign and transfer all rights, title and interest of every nature and character in and to the Current Contract(s) described above to the Company. I hereby intend this Assignment to be part of an exchange qualifying under Internal Revenue Code Section 1035(a). I understand that upon the acceptance of this Assignment, the Company, at their discretion, will present this Assignment to the current insurer for surrender of the Current Contract(s) and any funds received will be applied to the Principal Contract. I understand the Company will be given the right and power to do all things authorized by this Assignment, including but not limited to: a) surrendering the Current Contract(s); b) obtaining information on the Current Contract(s); c) receiving death proceeds for the Current Contract(s); d) naming/appointing a beneficiary entitled to the Current Contract(s) proceeds. As assignor and beneficiary of the Current Contract(s), the Company can retain any amount received, even if it exceeds the minimum premium due for the Principal Contract.

## CARRYING EXISTING LOAN FROM CURRENT CONTRACT(S)

I understand that outstanding loans which are extinguished or forgiven upon an exchange may be reportable as taxable income to the extent of any gain within the Current Contract(s). I further understand that, at my request, the Company will carry over a loan to the new Principal Contract and maintain an existing loan as allowed by applicable provisions of the Internal Revenue Code, and in accordance with the Principal Contract provisions. If the exchanged contract has a loan being carried over with a gain, any partial surrender processed in years 2 thru 15 to pay off the loan **may** be taxable. I instruct the Company to transfer the existing outstanding loan balance of each Current Contract(s) I have so designated to the Principal Contract, subject to minimum and maximum guidelines set by the Company. I have consulted with my tax advisor before contemplating an exchange with an outstanding loan or I have waived my right to do so.

## **WAIVER OF RIGHTS ON CURRENT CONTRACT(S)**

I understand that by executing this Assignment, I irrevocably waive all rights, claims and demands under the Current Contract(s). I hereby revoke all previous beneficiary designations and designate the Company as the sole beneficiary of the Current Contract(s). No insurance will come into force solely as a result of completing this Assignment (except as may be provided under the terms of a conditional receipt that may have been executed as part of the application for the Principal Contract).

## OWNERSHIP OF CURRENT CONTRACT(S)

I further represent that the Current Contract(s) referenced on page 1 are not subject to any absolute or collateral assignment, any irrevocable beneficiary designation, any federal tax levy, or any instituted or pending proceeding in bankruptcy, collection, unpaid assessments, or any other legal or equitable actions of any nature. In addition, no Current Contract(s) listed on page 1 are subject to any of the following: divorce or separation agreement, legal action, attachment, tax lien, and any solvency proceedings.

# PREMIUM PAYMENT ON CURRENT CONTRACT(S)

I will continue to pay the premiums necessary to keep the Current Contract(s) in force until the 1035 exchange proceeds are released from the current insurer. The Company bears no responsibility for payment of any premiums. Failure to pay premiums on the Current Contract(s) prior to surrender may create a loan, reduce coverage, impact surrender proceeds, or create a potential lapse in coverage, a well as affect the value that can be transferred to the Principal Contract.

#### **ISSUE OF NEW PRINCIPAL CONTRACT**

I understand and agree that when the application for the Principal Contract has been approved and the health of the insured has been verified, if required, the Company will forward this Assignment to the current insurer, who will surrender the Current Contract(s) to be exchanged for cash.

I understand that upon surrender by the current insurer, the Current Contract(s) will no longer be in force or in effect. Any surrender proceeds released from the Current Contract(s) will be applied to the Principal Contract. I understand that the surrender proceeds and the minimum premium required for the Principal Contract may differ from any prior illustration(s)/quotation(s) shown to me. I understand that a revised illustration/quotation will be provided to me at policy delivery.

The Company shall issue the Principal Contract upon receipt of any outstanding requirements and: a) minimum premium due as determined by the Company; or b) the surrender proceeds from the current insurer (if those proceeds are sufficient to pay the minimum premium due as determined by the Company). Should the Insured die before policy coverage begins on the Principal Contract, death benefits, if any, will be paid to the beneficiary designated under the Principal Life Insurance Company or the Principal National Life Insurance Company application and subject to the terms of the Life Insurance 1035 Conditional Receipt only.

In the event I exercise my right to cancel the Principal Contract up to and within the free look period specified by the Principal Life Insurance Company or the Principal National Life Insurance Company Contract provisions, the Company shall return to me all previous payments made with respect to the Principal Contract. I understand if an outstanding loan exists on the Principal Contract at the time of cancellation, any amounts returned to me will be adjusted to pay off the loan. Further, I understand that cancellation of a policy with an outstanding loan may create tax consequences and I have consulted with my tax advisor before contemplating an exchange with an outstanding loan or I have waived my right to do so. Upon surrender of the Current Contract(s), the Company will return any adjusted amount to me and the Company shall be released from all obligations under this Assignment.

I acknowledge and agree that the Company is participating in this transaction at my specific request and as an accommodation to me. I acknowledge and agree that the Company has made no representations concerning my tax treatment under Internal Revenue Code Section 1035(a) or otherwise.

I understand and acknowledge that in exchange for executing this Assignment, I have received the Life Insurance 1035 Conditional Receipt. If I have submitted cash in addition to this Assignment, I am entitled to and have also received the Life Insurance Conditional Receipt.

Signature and Title of Owner (If owned by	y a Trust, all Trustees must sign a	and include 'Trustee' as title.)	State	Date
X				
X				
Signature of Joint Owner (If applicable	)			
X				
Signature of Spouse				
X				
Signature of Assignee				
X				
FOR PRINCIPAL HOME OFFICE USE O Principal Life Insurance Company or Principal Current Contract(s) on this date:		ce Company hereby accepts	the ass	ignment of the
CURRENT CONTRACT CARRIER: MA	KE CHECK(S) PAYABLE TO	D ☐ Principal Life Insurance☐ Principal National Life I		•
Signature of Authorized Officer	Printed Name	Title		_
X				



# Principal Life Insurance Company Principal National Life Insurance Company Members of Principal Financial Group®

P.O. Box 10431 Des Moines, IA 50306-0431 Life Insurance 1035 Conditional Receipt

Only one company is the issuer and responsible for obligations of any given policy and is hereinafter referred to as "the Company".

In this Receipt, "we", "us", "our", or "the Company" is the Company which issues the policy, Principal Life Insurance Company or Principal National Life Insurance Company, respectively. "Absolute Assignment" is our Absolute Assignment to Effect a Section 1035(a) Exchange form, and "Additional Coverage" and "New Data Pages" refer to Additional Coverage and New Data Pages for Life Insurance Adjustment Applications.

Name of Proposed Insured(s)	Date of Application:	

## **AUTHORITY:**

This Receipt is not a "binder." No agent, broker, licensed representative, medical examiner, or telephone interviewer may accept risks, determine insurability or bind the Company in any way. No agent, broker, or licensed representative may waive or change any terms of the Receipt, or of the insurance applied for, or any other rights of the Company.

The agent, broker, or licensed representative has **NO AUTHORITY** to accept an Absolute Assignment or to issue this Receipt: if it is apparent that any **Condition Precedent** to coverage under this Receipt is not or cannot be satisfied. **This Conditional Receipt shall be ineffective if issued without authority. Only the Home Office, and not the agent, broker, or licensed representative, has authority to modify any provisions of this <b>Receipt.** 

This Receipt does not apply to any policy coverage already in effect, any non-underwritten coverage applied for, any guaranteed conversion privilege, guaranteed purchase or increase option, a request for reinstatement or request for a change of insured, and the agent, broker, or licensed representative has **NO AUTHORITY** to issue this Receipt in such cases.

## **TERMS AND CONDITIONS:**

The Company will pay a death benefit to the beneficiary named in the Application (or named in the policy if Adjustment Application) if the proposed insured or the surviving proposed insured under survivorship life insurance dies while this Conditional Receipt is in effect, subject to the terms and conditions set out below.

# 1. CONDITIONS PRECEDENT

All the following conditions must be fulfilled exactly. Otherwise there is NO insurance under this Receipt and the Receipt is void:

- a) On the Start Date, all Proposed Insureds must be living and insurable, as determined by our underwriters under our underwriting guidelines. If a condition affecting such insurability existed in fact on the Start Date, it shall be considered in the determination of insurability.
- b) Any advance proceeds applied as premium deposit must be at least one full month's premium for each policy applied for.
- c) If the Absolute Assignment is signed at the time the Application is signed, then this Receipt must be issued at the same time as the Application. If Absolute Assignment is submitted after the initial Application is signed and dated, then this Receipt must be issued at the same time as Absolute Assignment.
- d) The Absolute Assignment must be received in our Home Office and must be honored by the Current Insurer(s) on first presentment for payment.
- e) If the Absolute Assignment is submitted after the initial Application is signed and dated then updated evidence of insurability, subject to our current underwriting guidelines and completion of all routine medical requirements, is required.

## 2. AMOUNT OF COVERAGE

The amount of insurance provided by this Receipt shall be subject to all the **LIMITATIONS** set forth in this Receipt and will be the lesser of:

- a) The amount of all death benefits applied for in the Application, including any accidental or supplemental death benefits, if applicable, or
- b) The amount of death proceeds paid to the Company under the Absolute Assignment. If the Company receives proceeds in excess of the amount applied for, the excess proceeds will be paid to the beneficiary named in the Application.

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## 2. AMOUNT OF COVERAGE (Continued)

This total death benefit limit applies to all insurance applied for under this and any current Applications to the Company and any other Conditional Receipts that may be in effect with Principal Life Insurance Company or Principal National Life Insurance Company.

## 3. DATE COVERAGE BEGINS

If all of the **Conditions Precedent** set forth in this Receipt are fulfilled exactly, insurance under this Receipt takes effect on the **Start Date**. The Start Date is the date the Current Insurer(s) receive(s) and honor(s) the Absolute Assignment on first presentment.

## 4. DATE COVERAGE ENDS

Any insurance provided by this Receipt ends on the Stop Date, which is the earliest of:

- a) the date we mail the proposed owner the voided Absolute Assignment and a notice that we will not consider the Application on a prepaid basis;
- b) the date we mail the proposed owner the voided Absolute Assignment and a notice that the Absolute Assignment was not honored;
- c) when policy coverage becomes effective;
- d) the date a policy (or Additional Coverage) is presented to the proposed owner (whether or not accepted by the proposed owner).

#### 5. HEALTH AND INSURABILITY

This Receipt does not commit Principal Life Insurance Company or Principal National Life Insurance Company to issue any policy (or Additional Coverage). However, in determining whether to issue this policy (or Additional Coverage) and on what terms, we will consider no changes in a Proposed Insured's health or insurability occurring between the Start Date and the Stop Date. We have until policy coverage (or Additional Coverage) becomes effective to make this determination.

#### 6. LIMITATIONS

- a) **Our Liability:** Except as limited by this Receipt, our liability is governed by the terms of the policy(ies) applied for (or policy(ies) being adjusted if Adjustment Application).
- b) **Suicide:** No death benefit is payable under this Receipt if the Proposed Insured dies by suicide while sane or insane. In such case, our sole liability shall be to pay the premium we received to the named beneficiary(ies).
- c) **Misrepresentation:** No benefit is payable under this Receipt and this Receipt is void, if there is any incorrect, untrue, incomplete, or omitted statement of material fact in Part A, B, or C of the Application, any supplemental form, or medical questionnaire that becomes a part of the policy.
- d) **Survivorship:** For Survivorship Life insurance, no death benefit will be paid under this Receipt unless both Proposed Insureds have died.
- e) **Other:** If any provision of this Receipt is unenforceable under state law, all other terms and conditions shall continue in full force and effect.

## 7. DEATH PROCEEDS

If an event giving rise to a claim occurs at any time before the Stop Date of this Receipt, coverage will be considered solely under this Receipt even if a policy (or Additional Coverage) is issued.

If an event giving rise to a claim occurs at any time after the Stop Date of this Receipt but before policy coverage becomes effective, then the Company shall incur no liability under the Receipt or the Policy even if a policy (or Additional Coverage) is issued.

#### 8. PREMIUMS

If a policy (or Additional Coverage) is issued from the Application bearing the same date listed on this Receipt and is accepted by the proposed owner, we will apply any and all advance proceeds including 1035(a) exchange proceeds to the first premium due for such policy (or Additional Coverage). If a death benefit is paid under this Receipt, then the premium deposit shall be the 1035(a) exchange proceeds. If no policy (or Additional Coverage) is put into force and no benefit is paid under this Receipt, then any advance proceeds will be refunded.

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