

Retirees benefits book





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Important notice

To get information or make a complaint:

Call Securian Financial toll-free at (877) 494-1716.

Complaints filed with the Texas Department of Insurance will be forwarded to ERS by Minnesota Life in accordance with Texas Insurance Code, section 1551.209. The Texas Department of Insurance does not have authority over ERS. Minnesota Life will advise the Texas Department of Insurance that the complaint will be handled by ERS.

This notice is for information only and does not become a part or condition of the attached document.

Section 1 **About this book**

This book describes the coverages available to retired employees in the Texas Employees Group Benefits Program (GBP).

- Basic Term Life Insurance with accelerated life benefit
- Optional Term Life Insurance with accelerated life benefit
- Dependent Term Life Insurance with accelerated life benefit

Please remember that this book does not determine actual benefit payments, or change or replace the group policy.

If you are a return-to-work retiree who has elected coverage as an active employee, please refer to the group term life and optional coverages benefits book for active employees for your insurance coverage.

The above coverages are underwritten by Minnesota Life Insurance Company, a subsidiary of Securian Financial and are a part of the Group Policy.

If you have any questions about any of these coverages, call the Employees Retirement System of Texas (ERS) toll-free at (877) 275-4377 (TTY: 711). If you are a retiree of a State Agency or a retiree of an institution of higher education, you may also call Securian Financial toll-free at (877) 494-1716.

Write Securian Financial Group, Inc.
Austin Branch Office
115 Wild Basin Road, Suite 105
Austin, Texas 78746

The group policy is available at www.LifeBenefits.com/plandesign/ers or you may write to:

Employees Retirement System of Texas
P. O. Box 13207
Austin, Texas 78711-3207

Terms or words with special meanings

These words and terms refer to titles of coverages, forms or are defined terms or words. The defined terms or words may have meanings which are different from what you might expect. The defined terms or words have the meanings as stated in Section 5. Please refer to these definitions to better understand the coverage descriptions, benefits, limitations and exclusions contained in this book.



Section 2 **Basic and Optional Term Life Insurance with accelerated life benefit**

Basic Term Life Insurance

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General information

When you enroll in a Texas Employees Group Benefits Program (GBP) health insurance plan, you are automatically enrolled in Basic Term Life Insurance, which provides \$2,500 of life insurance coverage. Your benefits coordinator will be able to tell you what your cost will be per month.

The Basic Term Life Insurance you have after retirement does not include Accidental Death and Dismemberment (AD&D) Insurance.

The amount of your Basic Term Life Insurance is what will be paid to your beneficiary upon your death. See Section 4 for more information on beneficiary designations. The Basic Term Life Insurance also includes:

- **Conversion privilege** – This benefit is available to you if you are no longer eligible for Basic Term Life Insurance. See Section 4 for details.
- **Accelerated life benefit** – This benefit is available to you as part of the Basic Term Life Insurance and Optional Term Life Insurance. If you are diagnosed with a terminal condition and have a life expectancy of 12 months or less, you may apply for this benefit. More details are given later in this section.
- **Life settlement contract option** – This option is available to you if you are diagnosed with a terminal condition. You may make an irrevocable beneficiary designation in conjunction with a life settlement contract. See the life settlement contract option subsection later in this section.

Summary of Benefits

Class description	Amount of group term life insurance
Each retired employee	\$2,500

Step-by-step instructions for filing a Basic Term Life Insurance claim

If you die as a result of any cause,

Your beneficiary or other person designated by you or lawfully authorized to represent your estate:

- contacts ERS at (877) 275-4377 for instructions and forms required for filing a claim for benefits; the forms are sent to the beneficiary.

- completes and signs the claim forms;
- within 24 months of your death, submits the completed claim form, together with a certified copy of your death certificate to Securian; and
- provides additional information as needed for Securian to process the claim.

Securian Financial:

- receives the claim form and death certificate from your beneficiary or other person designated by you or authorized to represent your estate;
- reviews the claim and requests additional information if needed; and
- pays the death benefit to your beneficiary if the claim is approved; or
- notifies your beneficiary and ERS if the claim is denied for any reason.

Accelerated life benefit

This section is applicable to you if Basic Term Life Insurance is your only policy. If you have Optional Term Life Insurance, see the description later in this section for details of this benefit.

You or your court appointed legal representative may request payment to you of your basic group term life insurance amount in a single lump sum. You must be diagnosed with a terminal condition and have a life expectancy of twelve months or less.

Securian will review the request and evaluate whether the requirements for this benefit are met. If approved, Securian will make payment to you. The amount of the payment will reduce your basic term life amount to zero and there will be no benefit payable in the event of your natural death.

The accelerated life benefit is not available to you if you retired prior to January 1, 2000 unless you were determined, in a written statement executed before the day you retired by your attending physician, to have had a terminal condition.

You may contact Securian Financial toll-free at (877) 494-1716 for additional information.

Disclosure: The accelerated life benefit offered under your basic group term life insurance coverage is intended to qualify for favorable tax treatment under the Internal Revenue Code of 1986. If the accelerated life benefit qualifies for such favorable tax treatment, the benefits will be excludable from your income and not subject to federal taxation. Tax laws relating to the accelerated life benefit are complex. You are advised to consult a qualified tax advisor about the circumstances under which you could receive the accelerated life benefit excludable from income under federal law. Receipt of the accelerated life benefit payment may affect your or your dependents' eligibility for public assistance such as medical assistance (Medicaid), Temporary Assistance for Needy Families (TANF), supplementary Social Security Income (SSI), and drug assistance programs. You are advised to consult with a qualified tax advisor and with social service agencies concerning how receipt of such payment will affect your or your dependents' eligibility for public assistance.

Step-by-step instructions for filing an accelerated life benefit claim for Basic Term Life Insurance

You or your court appointed representative:

- obtain the accelerated life insurance benefit claim forms through the Securian Financial website at www.LifeBenefits.com/plandesign/ers. If you do not have access to the website, you may call ERS toll-free at (877) 275-4377 for assistance.
- complete the Claimant Statement form and send the completed claim form to Securian.
- provide the Attending Physician Statement form to your physician to complete. The physician must be an approved practitioner and include as due proof of your terminal condition, copies of medical test results, lab reports, and any other information on which the diagnosis of life expectancy are based. The physician returns the form and any supporting documentation to Securian at the address shown on the claim form.

Securian Financial:

- receives the claim forms, reviews the claim and requests additional information if needed;
- makes payment in the amount of your basic group term life insurance to you or your legal representative, if approved; or
- notifies you or your legal representative if your claim is denied for any reason.

General information about Optional Term Life Insurance

You may be eligible for Optional Term Life Insurance coverage.

If election 1 is in effect on the date you retire, you may continue election 1 after retirement. If election 2, 3, or 4 is in effect on the date you retire, you may elect to continue election 1 or election 2. Election 1 or election 2 is subject to age-based benefit reduction factors shown in the summary of benefits once you turn age 70. When it is reduced to \$10,000, it will be automatically switched to the retiree fixed optional life insurance plan at a fixed rate. Medicare-eligible retiree premiums are based on their age as of January 1. All other retiree premiums are based on their age as of September 1. The difference in coverage may be converted to an individual life policy.

If any Optional Term Life Insurance election is in effect on the date you retire, you may elect retiree fixed optional life insurance coverage, which is a fixed \$10,000 amount. No life evidence of insurability (EOI) will be required. Retiree fixed optional life is not subject to future age-based benefit reductions. The premiums for this coverage are not based on age.

If you were not enrolled in Optional Term Life Insurance on the date you retire, or at any point in time after you retire, you may be eligible to enroll in Fixed Optional Term Life Insurance (\$10,000 policy):

- at the time of your retirement; or
- during an open enrollment period; or
- within 31 days of a qualifying life event.

EOI is required. Retiree fixed optional life is not subject to future age-based reductions. The premiums for this coverage are not based on age.

At retirement, any Optional Term Life Insurance amount you do not retain as group coverage may be converted to an individual life policy.

You may reduce your Optional Term Life Insurance coverage to a lesser amount at any time. However, once your Optional Term Life Insurance coverage is reduced or canceled, it cannot be increased or reinstated. Note, however, that you can enroll in Fixed Optional Term Life Insurance (\$10,000 policy) after coverage has been reduced or canceled, with EOI.

You are responsible for paying the premiums for your Optional Term Life Insurance. You may pay the premiums either through deductions from your ERS or Teacher Retirement System of Texas (TRS) annuity or by submitting premiums directly to ERS.

The Optional Term Life Insurance you have after retirement does not include Accidental Death and Dismemberment (AD&D) Insurance coverage.

Your Optional Term Life Insurance provides you with an amount of coverage, payable to your beneficiaries, in the amount shown in the summary of benefits. See Section 4 for more information on beneficiary designations.

Your Optional Term Life Insurance also includes:

- **Conversion privilege** – This benefit is available to you if you are no longer in a class of retirees eligible for optional group term life insurance. See Section 4 for details.
- **Accelerated life benefit** – This benefit is available to you as part of the Basic Term Life Insurance and Optional Term Life Insurance. Certain restrictions apply to this benefit (the accelerated life benefit will be described later in this section).
- **Life settlement contract** – This option is available to you if you are diagnosed with a terminal condition. See the life settlement contract option subsection later in this section for details.

Summary of benefits

Retiree status	Amount of Optional Term Life Insurance
All retirees who retired before September 1, 1985.	The amount of Optional Term Life Insurance held as a retiree immediately prior to September 1, 1985, less \$2,500 (provided as Basic Term Life Insurance)
All retirees who retired on or after September 1, 1985, but before September 1, 1989.	<p>50% of the election 1 amount held on the date of retirement as an active employee under age 70, rounded to the next highest \$1,000; or</p> <p>All of the election 1 amount held on the date of retirement as an active employee age 70 and over, rounded to the next highest \$1,000.</p> <p>The maximum amount beneficiaries receive will not exceed \$12,500 (the coverage provided in the Basic Term Life Insurance plus the amount of coverage provided by Optional Term Life Insurance).</p>
All retirees who retired on or after September 1, 1989, but before December 31, 1995.	<p>50% of the election 1 amount held on the date of retirement as an active employee under age 70, rounded to the next highest \$1,000; or</p> <p>The lesser amount of:</p> <ol style="list-style-type: none"> 1. All of the election 1 insurance held on the date of retirement as an active employee age 70 and over, rounded to the next highest \$1,000; or 2. 50% of the last September 1 Salary amount, rounded to the next highest \$1,000. <p>The maximum amount beneficiaries receive will not exceed \$12,500 (the coverage provided in the Basic Term Life Insurance plus the amount of coverage provided by Optional Term Life Insurance).</p>

Summary of benefits (continued)

Retiree status	Amount of Optional Term Life Insurance
<p>All retirees who retired on or after December 31, 1995, but before September 30, 1999.</p>	<p>50% of the election 1 amount held on the date of retirement as an active employee, rounded to the next highest \$1,000; or</p> <p>The lesser amount of:</p> <ol style="list-style-type: none"> 1. All of the election 1 insurance held on the date of retirement as an active employee age 70 and over, rounded to the next highest \$1,000; or 2. 50% of the last September 1 salary amount, rounded to the next highest \$1,000 <p>The amount of coverage under this option is not subject to future age-based reductions; however, the maximum amount beneficiaries receive will not exceed \$12,500 (the coverage provided in the Basic Term Life Insurance plus the amount of coverage provided by Optional Term Life Insurance).</p> <p>OR</p> <p>100% of the election 1 amount next highest \$1,000</p> <p>OR</p> <p>100% of the election 2 amount next to the highest 1,000.</p> <p>The amount of coverage provided for both election 1 and election two will be subject to cease when the coverage amount reaches \$10,000 (coverage will then automatically switch to Fixed Optional Term Life Insurance (\$10,000 policy)).</p>

*Medicare-eligible retirees premiums are based on their age as of January 1.

Summary of benefits (continued)

Retiree status	Amount of Optional Term Life Insurance
All retirees who retired on or after September 30, 1999, who were enrolled in Optional Term Life Insurance coverage immediately prior to retirement.	100% of the election 1 amount next highest \$1,000 OR 100% of the election 2 amount next to the highest 1,000. The amount of coverage provided for both election 1 and election two will be subject to cease when the coverage amount reaches \$10,000 (coverage will then automatically switch to Fixed Optional Term Life Insurance (\$10,000 policy)). OR Fixed Optional Term Life Insurance (\$10,000 policy). EOI is not required
All retirees who were not enrolled in Optional Term Life Insurance coverage immediately prior to retirement.	You may enroll in Fixed Optional Term Life Insurance (\$10,000 policy): <ul style="list-style-type: none"> • At the time of retirement; or • During an open enrollment period; or • At the time of a qualifying life event life. EOI will be required.

*Medicare-eligible retirees premiums are based on their age as of January 1.

In most cases, if, as an active employee, you received an accelerated life benefit (ALB) payment which is greater than the group term life insurance amount you have as a retiree, your beneficiary will receive no term life insurance benefit payment upon your death.

For example, you had election 4 Optional Term Life Insurance coverage of \$200,000 as an active employee and received an ALB payment of 80% or \$160,000. As a retiree under age 70, you maintain election 2 Optional Term Life Insurance coverage of \$100,000. When you die, your beneficiary will not get a benefit payment because the \$160,000 ALB payment was greater than the \$100,000 you maintained as a retiree.

The amount of Optional Term Life Insurance coverage you retain as a retiree must be greater than the amount you received as an ALB payment in order for your beneficiary to get a benefit payment at the time of your death.

For example, you had election 1 Optional Term Life Insurance coverage of \$50,000 as an active employee and received an ALB payment of 80% or \$40,000. As a retiree under age 70, you maintain election 1 Optional Term Life Insurance coverage of \$50,000.

Upon your death, your beneficiary will receive \$10,000 – the difference between \$50,000 and the \$40,000 ALB payment.

All calculations above are subject to age-based benefit reductions.

Amounts of group term life insurance coverage that are lost due to retirement or age-based benefit reductions may be converted to an individual life insurance policy. The conversion is subject to the requirements of the conversion privilege provision and application for a conversion policy must be made within 31 days of the date coverage is lost.

Amounts of coverage that are lost due to the payment of an accelerated life benefit may not be converted.

Step-by-step instructions for filing an optional group term life insurance claim

If you die as a result of any cause, (see suicide exclusions on page 19)

Your beneficiary or other person designated by you or lawfully authorized to represent your estate:

- must contact ERS toll-free at (877) 275-4377 and report the death.
- ERS will confirm the beneficiaries and mail a packet with information and forms to all applicable beneficiaries.

The beneficiary must then:

- complete, sign and date the claim forms;
- within 24 months of your death, submit the completed claim form, together with a certified copy of your death certificate to Securian; and
- provide additional information as needed for Securian to process the claim.

Securian Financial:

- receives the claim form and death certificate from your beneficiary or other person authorized to represent your estate;
- reviews the claim and requests additional information if needed; and
- pays the death benefit to your beneficiary if the claim is approved; or
- notifies your beneficiary if the claim is denied for any reason.

Accelerated life benefit

This section is applicable to you if you have Optional Term Life Insurance coverage. If you have Basic Term Life Insurance coverage, the step-by-step instructions for filing an accelerated life benefit claim and the description of the accelerated life benefit for Basic Term Life Insurance only are applicable to you.

You or your court appointed legal representative may request payment in one lump sum to you of up to 80% of the total amount group term life insurance you have. Your total amount is the sum of your Basic Term Life Insurance (which you have if you have health coverage through the group benefits program) and

your Optional Term Life Insurance amounts. You must be diagnosed with a terminal condition and have a life expectancy of twelve months or less.

Securian will review your request and evaluate whether the requirements of this benefit are met. If the requirements are met, Securian will pay you or your legal representative the minimum \$2,500 payment. The amount of the payment will be deducted from your Optional Term Life Insurance amount. However, you will continue to pay the premium for the Optional Term Life Insurance coverage as if the accelerated life benefit payment had not been made. The amount of Optional Term Life Insurance that will be paid to your beneficiary when you die will be reduced by this accelerated life benefit payment.

A retiree can drop or reduce life insurance at any time.

The accelerated life benefit is not available to you if you retired prior to January 1, 2000, unless you were determined, to have had a terminal condition. In that case, you must provide a written statement made by your attending physician, and that written statement must be made before the day you retired.

Note: If you are diagnosed with a terminal condition, you may elect to receive payments under the accelerated life benefit or life settlement contract option, but not both. Please review your situation carefully before making your selection.

Disclosure: The accelerated life benefit offered under your group term life insurance coverage is intended to qualify for favorable tax treatment under the Internal Revenue Code of 1986. If the accelerated life benefit qualifies for such favorable tax treatment, the benefits will be excludable from your income and not subject to federal taxation. Tax laws relating to the accelerated life benefit are complex. You are advised to consult a qualified tax advisor about the circumstances under which you could receive the accelerated life benefit excludable from income under federal law. Receipt of the accelerated life benefit payment may affect your or your dependents' eligibility for public assistance such as medical assistance (Medicaid), Temporary Assistance for Needy Families (TANF), supplementary Social Security Income (SSI), and drug assistance programs. You are advised to consult with a qualified tax advisor and with social service agencies concerning how receipt of such payment will affect your or your dependents' eligibility for public assistance.

Step-by-step instructions for filing an accelerated life benefit claim for Optional Term Life Insurance

If you are diagnosed with a terminal condition and have a remaining life expectancy of twelve months or less,

You or your court appointed representative:

- obtain the accelerated life insurance benefit claim forms through the Securian Financial website at www.LifeBenefits.com/plandesign/ers. If you do not have access to the website, you may call ERS at (877) 275-4377 for assistance.
- complete the Claimant Statement form and send the completed claim form to Securian.
- provide the Attending Physician Statement form to your physician to complete. The physician must be an approved practitioner and include as due proof of your terminal condition, copies of medical test results, lab reports, and any other information on which the diagnosis of life expectancy are based. The physician returns the form and any supporting documentation to Securian at the address shown on the claim form.

Securian Financial:

- receives the claim forms, reviews the claim and requests additional information if needed;
- makes payment in the amount of up to 80% of your Basic and Optional Term Life Insurance to you or your legal representative, if approved; or
- notifies you or your legal representative if your claim is denied for any reason.

Life settlement contract option

You may make an irrevocable beneficiary designation in conjunction with a life settlement contract. The choice of a life settlement contract provider is yours. Neither Securian nor ERS is responsible for recommending or selecting a life settlement contract provider. Upon your death, payment will be made to the life settlement contract provider or the persons or entities designated as the irrevocable beneficiary if your life insurance is still in force. This option applies to Basic Term Life Insurance and Optional Term Life Insurance.

Note: If you are diagnosed with a terminal condition, you may elect to receive payments under the life settlement contract option only if you have not previously received an accelerated life benefit. Please review your situation carefully before making your selection.

You may contact Securian Financial toll-free at (877) 494-1716 for additional information.

Step-by-step instructions for filing a life settlement contract claim

If you are diagnosed with a terminal condition,

You must:

- research and select a life settlement contract provider.

The life settlement contract provider:

- sends a request for verification of coverage to Securian.

Securian Financial:

- researches your group term life insurance coverage; and
- responds to the life settlement contract provider within 30 days following the date of receipt of the request for verification of coverage.

The life settlement contract provider:

- reviews Securian's response; and
- signs an agreement with you or declines to sign an agreement. If an agreement is signed, within 20 days the life settlement contract provider sends written notice to Securian.

Securian Financial:

If the life settlement contract provider signs an agreement with you, Securian will:

- send you an irrevocable beneficiary designation form for you to complete, sign and return to Securian;
- notify ERS of the irrevocable beneficiary designation; and
- maintain the irrevocable beneficiary designation form in Securian's files.

You will:

- receive the payment from the life settlement contract provider for the agreed upon percentage of your group term life Insurance amount.

Securian Financial:

- pays the death benefit from your group term life insurance to the life settlement contract provider or the persons or entities designated as the irrevocable beneficiary in the event the coverage is still in force when you die.



Section 3 **Dependent Term Life Insurance with accelerated life benefit and life settlement contract option**

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General information

You may be eligible to enroll in Dependent Term Life Insurance coverage which provides group term life insurance coverage for all your listed eligible dependents. See eligibility subsection below for additional details. You will be responsible for paying the premiums, either through a deduction from your ERS or TRS annuity or by submitting a personal payment directly to ERS.

Eligibility

As a retiree, you are eligible to enroll in Dependent Term Life Insurance. Certain restrictions may apply. Contact ERS for complete enrollment details.

Dependent is as defined in Section 5.

A dependent child becomes eligible for coverage as follows:

- a. A newborn natural child is eligible for coverage on his/her date of birth if the child is born alive as certified by an attending physician.
- b. A newly adopted child is eligible for coverage on the date of placement for adoption.
- c. A newly acquired dependent who does not qualify under items a. and b. above becomes eligible for coverage on the first day of the month following the date on which he/she becomes a dependent, as defined in Section 5, of a covered retiree, if an enrollment form is completed within 30 days after the date the person first becomes a dependent. If the enrollment form is completed after the initial 30 days, the coverage will become effective the first day of the month following the date approval is received by ERS.

The following persons are not eligible for Dependent Term Life Insurance:

- Any person who is a full-time active employee and is enrolled in Basic Term Life Insurance or Optional Term Life Insurance;
- Any person who is a part-time active employee and is enrolled in Basic Term Life Insurance or Optional Term Life Insurance;
- Any person who is a retiree and is enrolled in Basic Term Life Insurance or Optional Term Life Insurance
- Any person approved for extended insurance benefits;

- Any person who has applied for an individual life insurance policy with Securian within 31 days of termination of State of Texas employment.

Summary of benefits

Dependent	Amount of Dependent Term Life Insurance
Spouse	\$2,500
Eligible child(ren) from date of birth up to age 26 or until they marry	\$2,500

Dependent Term Life Insurance

The Dependent Term Life Insurance you have after retirement does not include accidental death, dismemberment and loss of sight (AD&D) coverages.

Dependent Term Life Insurance provides each of your covered Dependents with \$2,500 of group term life insurance. Dependent Term Life Insurance also provides:

- **Conversion privilege** – This benefit is available to your covered spouse if you are no longer in a class of retirees eligible for insurance, in the event of your death. The amount of group term life insurance on your spouse may be converted to an individual life insurance policy. See Section 4 for details.
- **Accelerated life benefit** – You may request, on behalf of a dependent, payment in one lump sum of that Dependent Term Life Insurance. If your insured dependent is diagnosed with a terminal condition and has a life expectancy of twelve months or less, you may apply for this benefit. Certain restrictions apply to this benefit. See the accelerated life benefit later in this section for details.
- **Life settlement contract option** – This option is available to you if your insured dependent is diagnosed with a terminal condition and has a life expectancy of twelve months or less. See the life settlement contract option later in this section for details.

Dependent Term Life Insurance benefits will not be paid if the deceased dependent was insured in the program as an active employee and died within 31 days of the date that his or her insurance ended as an active employee.

If your dependent becomes ineligible for insurance, his or her coverage will automatically end on the last day of the month in which the ineligibility occurs. For example, if your dependent turns age 26 or marries on December 6, the insurance coverage will remain in effect until the last day of the month (December 31). You should notify ERS of any dependent deletion or addition to ensure your coverages and premiums are correct.

Step-by-step instructions for filing a Dependent Term Life Insurance claim

If your covered dependent dies as a result of any cause (see suicide exclusions on page 19),

You must contact ERS toll-free at (877) 275-4377 and report the death.

ERS will confirm the beneficiaries and mail a packet with information and forms to all applicable beneficiaries:

- complete, sign and date the claim forms,
- within 24 months of your dependent's death, submit the completed claim form, together with a certified copy of your dependent's death certificate, to Securian; and
- provide additional information as needed for Securian to process the claim.

Securian Financial:

- receives the claim form and the dependent's death certificate from you;
- reviews the claim and requests additional information if needed; and
- pays the death benefit to you if the claim is approved; or
- notifies you and ERS if the claim is denied for any reason.

Accelerated life benefit

For retirees with Dependent Term Life Insurance:

If you have enrolled your dependents in and are paying premiums for Dependent Term Life Insurance, you may request payment of that dependent's life insurance amount in a lump sum. Your dependent must be diagnosed with a terminal condition and have a life expectancy of 12 months or less.

Securian will review the request and evaluate whether the requirements for this benefit are met. If approved, Securian will make payment to you. The amount of the payment will reduce that Dependent Term Life Insurance amount to zero and no benefit will be payable at your dependent's death.

If you retired before January 1, 2000, the accelerated life benefit is not available for your covered dependent unless that dependent was diagnosed with a terminal condition. In that case, you must provide a written statement made by your dependent's attending physician, and that written statement must be made before the day you retired.

Note: If your insured dependent is diagnosed with a terminal condition, you may elect to receive payments under your dependent's accelerated life benefit or life settlement contract option, but not both. Please review your dependent's situation carefully before making your selection.

Disclosure: The accelerated life benefit offered under this Dependent Term Life Insurance coverage is intended to qualify for favorable tax treatment under the Internal Revenue Code of 1986. If the accelerated life benefit qualifies for such favorable tax treatment, the benefits will be excludable from your income and not subject to federal taxation. Tax laws relating to the accelerated life benefit are complex. You are advised to consult a qualified tax advisor about the circumstances under which you could receive the accelerated life benefit excludable from income under federal law. Receipt of the accelerated life benefit payment may affect your or your dependents' eligibility for public assistance such as medical assistance (Medicaid), Temporary Assistance for Needy Families (TANF), supplementary Social Security Income (SSI), and drug assistance programs. You are advised to consult with a qualified tax advisor and with social service agencies concerning how receipt of such payment will affect your or your dependents' eligibility for public assistance.

Step-by-step instructions for filing an Accelerated Life Benefit Claim for a Dependent

If your covered dependent is diagnosed with a terminal condition and has a remaining life expectancy of 12 months or less,

You must:

- obtain the accelerated life insurance benefit claim forms through the Securian Financial website at www.LifeBenefits.com/plandesign/ers. If you do not have access to the website, you may call ERS toll-free at (877) 275-4377 for assistance.
- complete the Claimant Statement form and send the completed claim form to Securian.
- provide the Attending Physician Statement form to your dependent's physician to complete. The physician must be an approved practitioner and

include as due proof of your dependent's terminal condition, copies of medical test results, lab reports, and any other information on which the diagnosis of life expectancy are based. The physician returns the form and any supporting documentation to Securian at the address shown on the claim form.

Securian Financial:

- receives the claim forms, reviews the claim and requests additional information if needed;
- makes payment to you in the amount of your Dependent Term Life Insurance if the claim is approved; or
- notifies you if the claim is denied for any reason.

Life settlement contract option

This option is available to you if your insured dependent is diagnosed with a terminal condition. You may make an irrevocable beneficiary designation in conjunction with a life settlement contract for your insured dependent's coverage. The choice of a life settlement contract provider is yours. Neither Securian nor ERS is responsible for recommending or selecting a life settlement contract provider. Upon your dependent's death, payment will be made to the life settlement contract provider or the persons or entities designated as the irrevocable beneficiary if the life insurance on that dependent is still in force. This option applies to your Dependent Term Life Insurance.

Note: If your insured dependent is diagnosed with a terminal condition, you may elect to receive payments under that dependent's life settlement contract option, unless an accelerated life benefit has been paid on that dependent's life. Please review your dependent's situation carefully before making your selection.

You may contact Securian Financial at (877) 494-1716 for additional information.

Step-by-step instructions for filing a dependent life settlement contract claim

If your dependent is diagnosed with a terminal condition,

You must:

- research and select a life settlement contract provider.

The life settlement contract provider:

- sends a request for verification of coverage to Securian.

Securian Financial:

- researches your Dependent Term Life Insurance coverage; and
- responds to the life settlement contract provider within 30 days following the date of receipt of the request for verification of coverage.

The life settlement contract provider:

- reviews Securian's response; and
- signs an agreement with you or declines to sign an agreement. If an agreement is signed, within 20 days the life settlement contract provider sends written notice to Securian.

Securian Financial:

- sends you an irrevocable beneficiary designation form for you to complete, sign, date and return to Securian if the life settlement contract provider signs an agreement with you;
- notifies ERS of the irrevocable beneficiary designation; and
- maintains the irrevocable beneficiary designation form in Securian's files.

You will:

- receive the payment from the life settlement contract provider for the agreed upon percentage of your dependent group term life insurance amount.

Securian Financial:

- pays the death benefit from your Dependent Term Life Insurance to the life settlement contract provider or the persons or entities designated as the irrevocable beneficiary in the event of the death of your covered dependent while that dependent's coverage is in force.



Section 4 **General provisions**

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Beneficiary designations

You may name anyone you wish as beneficiary of your group term life insurance. You may also change your beneficiary designation at any time unless you have made an irrevocable beneficiary designation through a life settlement contract. For the change to be effective, the form must be signed by you, witnessed and filed with and approved by ERS prior to your death. A beneficiary designation, change, or cancellation that is not on file with ERS, will not be effective. If you have not named a beneficiary or if the beneficiary you have named dies before you, your term life insurance benefit will be paid in the following order:

- Your surviving spouse, or if none, then
- Your child(ren) and descendants of your deceased child(ren) by representation, or if none, then
- Your parents or the surviving parent, or if none, then
- The duly appointed executor or administrator of your estate, or
- If none of the above, any other kin entitled under the laws of the state where you lived at the date of your death.

If, within one year after your death:

- no claim for payment has been filed by a person entitled to it as shown in the order above, or
- a person makes a claim within a year, but is not allowed to receive it by any statute or regulation,

then the claim payment may be made in the order stated above as if the person who did not make a claim or is not allowed to receive it had died before you. The claim payment is final and no other party can recover the money.

If, within two years after your death:

- no claim for payment has been filed by a person entitled to it as stated in the order above, and
- neither the ERS nor Securian has received notice that a claim will be made,

then the payment may be made to the person who, in the judgment of ERS, is rightfully entitled to it. The claim payment is final and no other party can recover the money.

If, within four years after your death:

- payment has not been made under this

- “Beneficiary designations” subsection, and
- no claim for payment by a person entitled under this “Beneficiary designations” subsection is pending, then the amount payable is credited to the fund, as defined in the act.

If you designate your spouse as beneficiary of your term life insurance and you would like your former spouse to remain as your beneficiary, you must designate him or her after the divorce. If not, then it will be paid to your alternate. If there is no alternate, the insurance benefit will be paid in the order noted earlier in this section.

Conversion privilege

Conversion for you

You may convert your group term life insurance (both basic and optional amounts) to an individual life insurance policy with Securian if you are no longer eligible for these coverages. Life evidence of insurability is not required if you apply for the individual life insurance policy and pay the first premium within 31 days after your group coverage ends.

If at retirement you continued election 1 or 2 Optional Term Life Insurance, you may reduce the coverage to a lower level. Any amount of group term life insurance coverage that you reduce may be converted to an individual life insurance policy with Securian. Life evidence of insurability is not required for the reduction or the conversion. Conversion is not available if your benefit was reduced because of an accelerated life benefit or if you have received a life settlement contract payment.

Once your Optional Term Life Insurance coverage amount has been reduced or canceled, it cannot be increased or reinstated.

If you convert to an individual life insurance policy, the premium will cost more than for your group term life insurance premium.

Note: The individual life insurance policy is not term insurance.

If the group policy is discontinued, you may be able to convert to an individual life insurance policy (as described above), provided:

- you were insured under the group policy when the group policy ends;

- you were continuously insured under the group policy for at least five years before the group policy ends; and
- your insurance under the group policy ends because the group policy has ended.

The individual life insurance policy will be the lesser of the following amounts:

- the amount of your insurance under the group policy, minus the amount of any life insurance you are eligible for under any group policy issued or reinstated by Securian or by any other life insurance company within 31 days after the termination of the group policy; or
- \$2,000.

If you die within the 31-day period allowed for conversion, a benefit may be paid to your beneficiary. The amount paid will be the amount your beneficiary would have received if you had applied for conversion. This benefit may be paid, regardless of whether or not you applied for it.

Conversion for your covered spouse

Your covered spouse may convert his or her Dependent Term Life Insurance amount to an individual life insurance policy if:

- your coverage ends for any reason;
- you are no longer eligible for dependents' insurance under these coverages; or
- you die.

Your covered spouse is not required to provide life evidence of insurability if your spouse applies for the individual life insurance policy and pays the first premium within 31 days after group coverage ends. Conversion is not available if your spouse has received a life settlement contract payment.

If your covered spouse converts to an individual life insurance policy, the premium will cost more than for your covered spouse's group term life insurance premium.

Note: The individual life insurance policy is not term insurance.

If the group policy is discontinued or is changed to end coverage for dependents, your covered spouse will be able to convert his or her Dependent Term Life Insurance to an individual life insurance policy (as described above), provided:

- your covered spouse was insured under the group policy when the group policy ends;
- your covered spouse was continuously insured under the group policy for at least five years before the group policy ends; and
- your covered spouse's insurance under the group policy ends because the group policy has ended.

The individual life insurance policy will be equal to or less than:

- the amount of your covered spouse's insurance under the group policy, minus the amount of any life insurance your covered spouse is eligible for under any group policy issued or reinstated by Securian or by any other life insurance company within 31 days after the termination of the group policy; or
- \$2,000.

If your covered spouse dies within the 31-day period allowed for conversion, a benefit may be paid to you. The amount paid will be the maximum amount your covered spouse could have converted. This benefit may be paid, regardless of whether or not you or your covered spouse applied for conversion.

How to request a review of a claim

If your claim for benefits is reduced or denied, you or your beneficiary may ask Securian to reconsider the claim by submitting a written request with additional information about your claim.

If the claim is again denied after reconsideration, Securian will send you a letter with instructions on how to file a grievance with the Employees Retirement System of Texas. If you desire to file a grievance, you are required to send your written request, along with copies of all correspondence from Securian and any other related information to the:

Grievance Administrator
Employees Retirement System of Texas
P.O. Box 13207
Austin, Texas 78711-3207

Your written request to ERS must be made and postmarked or received by ERS no later than 90 days following the date of Securian's letter to you notifying you of your right to appeal. ERS will send you a decision in writing.

If you have any questions about the appeal process, please contact ERS' Benefit Support Services. You may call or write:

Benefit Support Services
Employees Retirement System of Texas
P.O. Box 13207
Austin Texas 78711-3207
(877) 275-4377

If you file a complaint with the Texas Department of Insurance, Securian will forward the complaint to ERS. In accordance with Texas Code, Section 1551.209, the Texas Department of Insurance does not have authority over ERS claims. Securian will advise the Texas Department of Insurance that the complaint has been sent to ERS.

Incontestability

Your coverage under the group policy cannot be contested after two years from the effective date, except for nonpayment of premiums and except if coverage has been obtained through fraud, attempted fraud, or misrepresentation.

In the absence of fraud, attempted fraud, or misrepresentation, no statement made by any person insured under the group policy relating to his or her insurability will be used in contesting the insurance validity if the insurance for which such statement was applicable has been in force for a period of two years during such person's lifetime. Any statement used to contest the validity of the insurance must be contained in a written instrument signed by him or her.

Statements made and information provided in a life evidence of insurability application will not be used to contest the validity of insurance if the insurance obtained through such life evidence of insurability has been in force for a period of two years.

Incomplete or incorrect information

If during the underwriting or claims review process Securian has reason to believe that information provided is not correct or is incomplete, Securian may, subject to an authorization signed by you or your beneficiary, request additional information from the sources listed in the authorization.

Incorrect information could cause an otherwise valid claim to be denied or coverage to be rescinded or canceled.

Misstatement of age

If the age of an insured person is misstated under the group policy, the amount of insurance for that person will be determined by the group policy. An adjustment of premiums will be made by ERS to reflect the person's true age and correct premiums.

Non-assignability

The insurance and any benefits provided by the group policy cannot be assigned, except by irrevocable beneficiary designation made as part of a life settlement contract permitted by law.

Suicide exclusions

- The retiree's basic group term life insurance is not subject to this suicide exclusion.
- Group term life insurance benefits under the retiree's optional group term life insurance and dependent group term life insurance coverages will not be paid if the retiree's or dependent's death is a result of intentionally self-inflicted injuries, suicide or attempted suicide, while sane or insane, unless the insurance coverage was continuously in effect for two years immediately before the death. The amount of insurance that will be paid is the amount of the retiree's optional group term life insurance or dependent group term life insurance that has been continuously in effect for at least two years immediately prior to the date of death.

Termination of insurance

All of your insurance will automatically end on the:

1. last day of the month in which you become ineligible for membership. Contact ERS for details;
2. expiration date of the time period in which your last premium payment was made in full and covered for that period;
3. date you are expelled from the group benefit program for fraud or attempted fraud;
4. date the group policy is amended to end insurance for your class of retirees eligible for coverage under the group policy; or
5. Group policy termination date.

Your dependent insurance will also end if any of the above events happen. In addition, dependent insurance will end automatically:

- On the last day of the month in which an individual is no longer a dependent as defined in this book; or
- When your dependent child reaches age 26 or marries.

Please notify ERS immediately if your child(ren) no longer meets the definition of a dependent. If you are a retiree call ERS toll-free at (877) 275-4377.



Section 5 Definitions of terms

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Please take time to review the important terms used in describing your group term life insurance coverage:

Accelerated life benefit means an amount of group term life insurance requested by the insured retiree and approved by Securian to be paid in advance of the retiree's or covered dependent's actual death in accordance with the terms of the group policy. An accelerated life benefit payment can be requested only upon diagnosis of a terminal condition and only once during the lifetime of the retiree or covered dependent for whom the request is made. If you or a dependent are diagnosed with a terminal condition and have a life expectancy of 12 months or less, you may apply for this benefit.

Accelerated life benefit payment means the amount of the accelerated life benefit paid to the insured retiree. The accelerated life benefit payment will be the benefit that the retiree requests for the retiree or covered dependent. If Securian approves, the accelerated life benefit pay amount for a retiree enrolled in Basic Term Life Insurance is \$2,500. The accelerated life benefit amount may be up to 80% of the retiree's total (basic plus optional) group term life insurance with the minimum payment of \$2,500. The accelerated life benefit payment amount for Dependent Term Life Insurance will be \$2,500. If you elect to receive an accelerated life benefit yourself or a covered dependent, you may not also receive benefits under a life settlement contract option for that person.

Act means the Texas Employees Group Benefits Act (Chapter 1551, Texas Insurance Code).

Active employee means an employee as defined in the act.

Approved practitioner means a person who provides medical service and care within the scope of his or her licensure and training which is consistent with national and community medical practice standards and who is a Doctor of Medicine or Doctor of Osteopathy (other than a hospital resident or intern). The term approved practitioner shall not be deemed to include a Doctor of Chiropractic, a Doctor of Dentistry, a Doctor of Optometry, a Doctor in Psychology, a Licensed Audiologist, a Licensed Clinical Social Worker, a Licensed Chemical Dependency Counselor, a Licensed Hearing Instrument Fitter and Dispenser, a Licensed Dietitian, a Licensed Marriage and Family Therapist, a Licensed Professional Counselor, a Licensed Speech-Language Pathologist, a Doctor of Podiatry, an Advanced Practice Nurse, a Physician Assistant, a Licensed Occupational Therapist, a Licensed Physical Therapist, a spiritual care provided (for example, Christian Science practitioner); therapeutic optometrist; nurse first assistant, a Licensed Psychological Associate or a Licensed Surgical Assistant. An acute and temporary total disability may be certified or attested to by a Doctor of Podiatry licensed by the Texas State Board of Podiatric Medical Examiners if the acute and temporary total disability is caused by a sickness or injury that may be treated within the scope of the license of such Doctor of Podiatry. Such terms as used herein shall have the meaning assigned to them by the Texas Insurance Code.

Attending physician's statement means a written medical opinion of an approved practitioner currently licensed to practice medicine in the United States and which:

- is made at the insured retiree's expense;
- indicates that the insured Retiree or insured dependent has a terminal condition;
- includes all medical test results, laboratory reports and any other information on which the opinion is based;
- indicates the insured retiree's or insured dependent's expected remaining life span; and
- is acceptable to Securian.

The attending physician's statement is used to establish the diagnosis of a terminal condition and determine the life expectancy of an insured retiree or insured dependent to whom the accelerated life benefit payment request applies.

Dependent means:

- Your lawful spouse; and
- Your unmarried eligible children, from date of birth up to age 26, or a disabled child as defined herein, including:
 1. the natural child of the retiree;
 2. a legally adopted child (including a child living with the adopting parents during the period of probation);
 3. a stepchild whose primary place of residence is the retiree's household;
 4. a foster child whose primary residence is the retiree's household and who is not covered by another governmental health program;
 5. a child whose primary place of residence is the household of which the retiree is the head and to whom the retiree is the legal guardian of the child;
 6. a child who is in a parent-child relationship to the retiree, provided that:
 7. the child's primary place of residence is the retiree's household; and
 8. the retiree provides the necessary care and support for the child; and
 9. if the natural parent of the child is 21 years of age or older, the natural parent does not live in the retiree's household;
- 10. a child who is considered a dependent of the retiree for federal income tax purposes and who is a child of the retiree's child;
- 11. an eligible child for whom the retiree has received a court order requiring the retiree to provide medical support for such child; or
- 12. a disabled child, as disabled is defined herein.

Disabled, referring to a child, means a child whose mental retardation or physical incapacity is a medically determinable condition which prevents the child from engaging in self-sustaining employment; provided that the disability commences and the child was covered immediately prior to such child's attainment of age 26 and that satisfactory proof of such disability and dependency is submitted by the retiree within 31 days following such child's attainment of age 26 and at such intervals thereafter as may be required by ERS or Securian.

Fund means the employee's life, accident and health insurance and benefits fund created by the act which is administered by the trustee.

Group Benefits Program stands for the Texas Employees Group Benefits Program (GBP), provided by Chapter 1551, Texas Insurance Code.

Group Policy means the Group Term Life Insurance Policy issued to the Trustee by Minnesota Life Insurance Company, a subsidiary of Securian Financial Group, Inc. (Securian).

Life evidence of insurability (also known as Evidence of Insurability – or EOI) means such evidence, provided at no expense to ERS, including medical records and physical examination, as may be required by Securian, to determine that the individual for whom coverage is sought is an acceptable risk for issuance of a new coverage or for increases in existing coverage, required pursuant to the Rules of the Board of Trustees of the Employees Retirements System of Texas. Securian must review EOI and approve coverage before such coverage becomes effective.

Life settlement contract means an agreement in writing between the employee and a life settlement contract provider under which the employee makes the life settlement contract provider, or the persons or entities the life settlement contract provider designates, the irrevocable beneficiary to his or her group term life insurance coverage or his or her dependents' group term life insurance coverage for a particular dependent in exchange for which compensation is paid in a cash settlement or by anything of value.

This compensation whether by cash settlement or by anything of value is a percentage of the Employee's or dependent's entire group term life insurance coverage. If you elect to receive benefits for yourself or for a covered dependent under a life settlement contract option, you may not also receive benefits under an accelerated life benefit

Qualifying life event means a change in marital status, a change in dependent status, a change in employment status, a change of address that results in loss of benefits eligibility, a change in Medicare or Medicaid status, a significant cost of benefit or coverage change imposed by a third party provider, or a change in coverage ordered by a court.

Retiree means an employee or annuitant who has retired as defined in the act.

Rule or rules are those rules adopted by the trustee.

Securian Financial - group term life insurance and optional coverages underwritten by Minnesota Life insurance, a subsidiary of Securian Financial.

Terminal condition means a non-correctable health condition that, with reasonable medical certainty established by medical evidence based on objective clinical findings using current American Medical Association guidelines, will result in the insured retiree's or dependent's death within 12 months from the date of the attending physician's statement. The 12-month period is applicable for accelerated life benefit and life settlement contract.

Trustee means the Employees Retirement System of Texas and/or the Board of Trustees of the Employees Retirement System of Texas.



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This is a summary of plan provisions related to the insurance policy issued by Minnesota Life Insurance Company to the Texas ERS. In the event of a conflict between this summary and the policy and/or certificate, the policy and/or certificate shall dictate the insurance provisions, exclusions, all limitations and terms of coverage.

Securian Financial is the marketing name for Securian Financial Group, Inc., and its subsidiaries. Minnesota Life Insurance Company is a subsidiary of Securian Financial Group, Inc.



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