



Limited Durable Power of Attorney

TRSLPOA (08-26)

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PURPOSE OF DOCUMENT

By executing this Limited Durable Power of Attorney for the Teacher Retirement System of Texas ("TRS"), you are granting authority to another individual to act on your behalf solely for TRS-related business purposes. The individual you grant this authority to is known as an "agent." You should select someone you trust to serve as your agent because this individual will have the power to make decisions that can impact both your and your beneficiaries' lives.

This document allows you to grant your agent the authority to conduct TRS-related business on your behalf. This document does not grant your agent authority to act on your behalf outside of TRS-related business.

All fields not marked or described as "optional" are required. TRS will reject this limited durable power of attorney if any required field is left blank, if this form is altered in any way, or if it is not properly executed. In addition, TRS may reject this limited durable power of attorney for any reason listed in Section 751.206, Texas Estates Code.

If this limited durable power of attorney is accepted by TRS, it will revoke any previous TRS limited durable power(s) of attorney that you have submitted.

Note: By executing this limited durable power of attorney, you are not limiting your ability to act on your own behalf relating to your TRS account.

IF YOU HAVE ANY QUESTIONS ABOUT THE POWERS YOU WILL GRANT BY EXECUTING THIS DOCUMENT OR IF YOU WISH TO GRANT YOUR AGENT ADDITIONAL POWERS, YOU SHOULD OBTAIN LEGAL ADVICE.

YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO.

SECTION 1: PARTICIPANT INFORMATION

Participant Name: _____

TRS PID or Participant Social Security Number: _____

SECTION 2: DESIGNATION OF AGENT

I, _____ (participant name) appoint the following individual(s) as my agent(s) to act for me solely with respect to decisions relating to the Teacher Retirement System of Texas ("TRS") as authorized in Section 4. I give my agent(s), the powers specified herein with the understanding that these powers will be used for my benefit and will be exercised only in a fiduciary capacity. Any act taken by my agent under this limited durable power of attorney has the same effect as if I had performed that act.

Agent Name: _____

Agent Phone Number (Optional): _____

Agent Address (Optional): _____

(Optional Co-Agent)

Agent Name: _____

Agent Phone Number (Optional): _____

Agent Address (Optional): _____

If I have listed multiple agents, my co-agents may act independently of each other on my behalf.

SECTION 3: DESIGNATION OF SUCCESSOR AGENT (OPTIONAL)

If all agents named by me in Section 2 above die, become incapacitated, resign, refuse to act, or are removed by court order, or if my marriage to an agent named by me is dissolved by a court decree of divorce or annulment or is declared void by a court, I name the following as the successor to that/ those agent(s):

First Successor Agent Name: _____

First Successor Agent Phone Number (Optional): _____

First Successor Agent Address (Optional): _____

If my first successor agent dies, becomes incapacitated, resigns, refuses to act, or is removed by court order, or if my marriage to my first successor agent is dissolved by a court decree of divorce or annulment or is declared void by a court then I name the following as the successor to that agent:

Second Successor Agent Name: _____

Second Successor Agent Phone Number (Optional): _____

Second Successor Agent Address (Optional): _____

SECTION 4: STATEMENT OF AUTHORITY GRANTED

Instructions: Initial next to the options below, depending on the powers you would like to grant to your agent. By initialing next to the listed power, you give your agent the authority to act on your behalf for the listed purposes. Your limited durable power of attorney will only be effective for the option you select. If you do not select either Option 1 or Option 2, TRS will reject your limited durable power of attorney.

1. _____ I grant my agent full authority to act on my behalf with respect to my TRS pension benefits or any interest I may have as a beneficiary or alternate payee, including, but not limited to:

- communicating with TRS;
- filing retirement applications;
- refunding my member account;
- completing forms;
- making benefit elections;
- updating tax withholding and making rollover elections;
- changing direct deposit information; and
- designating beneficiaries;

Note: If you do not initial next to the specific agent authority below, your agent will only have the authority to designate himself or herself as a beneficiary to the same extent as you previously designated your agent as a beneficiary.

You must initial the line below to grant your agent the specific authority to name himself or herself as your beneficiary to a greater extent than previously designated by you. To withhold that power, do not initial the line below:

_____ I grant my agent the authority to designate himself or herself as my beneficiary regardless of whether or how I have previously designated the agent as my beneficiary. This means my agent is authorized to designate himself or herself to a greater extent than previously designated by me. For a more detailed explanation of this option, please see the *Instructions*.

With regard to powers you want to grant your agent as it concerns your TRS-Care or TRS Active-Care health insurance, you must initial each line below to grant your agent the identified powers. To withhold that power, do not initial the line next to the specific power.

2A. _____ I hereby grant my agent full authority to make transactions and elections on my behalf relating to my participation in TRS-Care or TRS-ActiveCare.

This authority includes, but is not limited to:

- the authority to make insurance maintenance transactions related to:
 - o enrollment for myself or an eligible dependent in a health plan including:
 - enrollment at initial retirement;
 - age 65 enrollment opportunity;
 - special enrollment events defined by COBRA; and
 - additional limited-purpose enrollment opportunities as may be announced by TRS; and
 - o termination of insurance coverage for myself or a dependent on my policy;
- the authority to inquire about or discuss my specific TRS-ActiveCare or TRS-Care health insurance information, such as:
 - o benefits I am entitled to under my plan;
 - o my Medicare eligibility; and
 - o my current or past enrollment in TRS-ActiveCare or TRS-Care;
- the authority to request that information regarding my TRS-ActiveCare or TRS-Care health care coverage be mailed, faxed, or emailed to the address on record, including the authority to request:
 - o a replacement healthcare identification card;
 - o my Medicare Beneficiary Identifier number;
 - o an annual cost letter;
 - o proof of monthly premiums; and
 - o other similar information; and
- the authority to modify my contact information to include my residential address as required by Medicare.

2B. _____ My agent has authority to add or remove themselves as a dependent under my health insurance plan.

SECTION 5: EFFECTIVE DATE AND DURABILITY

This limited durable power of attorney is effective immediately and is not affected by my subsequent disability or incapacity. This limited durable power of attorney will continue until it terminates.

SECTION 6: TRS ACTION ON RECEIPT OF POWER OF ATTORNEY

When TRS receives and accepts this limited durable power of attorney, TRS may act under it until TRS receives notice that the limited durable power of attorney is terminated.

I understand I must notify TRS if I wish to revoke this limited durable power of attorney or my agent's authority under this power of attorney.

SECTION 7: TERMINATION OF AGENT'S AUTHORITY

My agent's authority to act under this limited durable power of attorney will terminate when TRS is notified of any of the following circumstances:

- I have revoked my agent's authority to act
- My agent has died, resigned, or has become incapacitated
- My agent is unable to act on my behalf
- If I have designated my spouse as my primary agent, my marriage to my spouse has been dissolved by divorce, annulment, or another type of judicial decree

Once TRS has been notified that my agent's authority has terminated, any remaining co-agents or a successor agent that I have designated in Section 1 will then be authorized to act as my agent under this limited durable power of attorney. TRS may request additional documentation if any of these events occur in order to confirm the termination of your agent's authority to act under this limited durable power of attorney.

SECTION 8: SUSPENSION OR TERMINATION OF LIMITED DURABLE POWER OF ATTORNEY

If a temporary guardian is appointed for my estate, TRS will suspend this limited durable power of attorney unless the court with jurisdiction over my guardianship provides otherwise.

I must provide TRS with written notice if I wish to terminate this limited durable power of attorney. I acknowledge that terminating this limited durable power of attorney means that none of my agents or successor agents have authority to act on my behalf for TRS purposes. In addition, this limited durable power of attorney will terminate automatically when any of the following circumstances occur:

- A permanent guardian of the estate is appointed for me by a court of competent jurisdiction
- All my agents and successor agents have died or are unable or unwilling to act on my behalf
- I have died

TRS must receive notice of any of the above events and may require documentation if any of these events occur in order to confirm the suspension or termination of this limited durable power of attorney.

SECTION 9: CHOICE OF LAW

The meaning and effect of this limited durable power of attorney is determined by Texas law.

SECTION 10: EFFECT ON OTHER POWERS OF ATTORNEY

This limited durable power of attorney **does not** revoke any previously executed non-TRS powers of attorney that I have executed. However, receipt by TRS of a properly completed and executed TRS limited durable power of attorney will automatically revoke any previous TRS limited durable powers of attorney that I have submitted.

SECTION 11: SIGNATURE AND ACKNOWLEDGMENT

Instructions: Sign and date this document. A notary must complete the acknowledgment section. The notary **must** fill in your name in the second blank of the acknowledgment. The notary must include their official stamp in the acknowledgment. The stamp must be readable.

Signed this _____ day of _____, _____

(your signature)

ACKNOWLEDGMENT

State of _____

County of _____

This Limited Durable Power of Attorney was acknowledged before me on

_____ (date) by _____ (name of principal)

(signature of notarial officer)

(Seal of notary)

(printed name of notary)

My commission expires: _____

IMPORTANT INFORMATION FOR AGENT

When you accept the authority granted under this TRS limited durable power of attorney, you establish a "fiduciary" relationship with the principal. This is a special legal relationship that imposes on you legal duties that continue until you resign or the limited durable power of attorney is terminated, suspended, or revoked by the principal or by operation of law. A fiduciary duty generally includes the duty to:

- 1) act in good faith;
- 2) do nothing beyond the authority granted in this limited durable power of attorney;
- 3) act loyally for the principal's benefit;
- 4) avoid conflicts that would impair your ability to act in the principal's best interest; and
- 5) disclose your identity as an agent when you act for the principal by writing or printing the name of the principal and signing your own name as "agent" in the following manner:
(Principal's Name) by (Your Signature) as Agent

You must stop acting on behalf of the principal if you learn of any event that terminates or suspends this limited durable power of attorney or your authority under this limited durable power of attorney. An event that terminates this limited durable power of attorney or your authority to act under this limited durable power of attorney includes:

- 1) the principal's death;
- 2) the principal contacting TRS to revoke this limited durable power of attorney or your authority to act under this limited durable power of attorney;
- 3) you becoming unable or unwilling to act as the principal's agent;
- 4) if you are married to the principal, the dissolution of your marriage by a court decree of divorce or annulment or declaration that your marriage is void; or
- 5) the appointment and qualification of a permanent guardian of the principal's estate.

THE AGENT, BY ACCEPTING OR ACTING UNDER THE APPOINTMENT, ASSUMES THE FIDUCIARY AND OTHER LEGAL RESPONSIBILITIES OF AN AGENT.

INSTRUCTIONS FOR COMPLETING LIMITED DURABLE POWER OF ATTORNEY FOR TEACHER RETIREMENT SYSTEM OF TEXAS

The Limited Durable Power of Attorney (LPOA) for the Teachers Retirement System of Texas (TRS) is a durable power of attorney that allows you to name an agent or agents who can act on your behalf for the purpose of certain actions with TRS. The LPOA is limited because it only allows your agent to act on your behalf for TRS purposes. The LPOA is durable because it allows the agent to act on your behalf even if you later become disabled or incapacitated.

This LPOA can be used by any TRS participant, including members, retirees, beneficiaries, and alternate payees.

This document provides instructions for completing the TRS LPOA form as well as more information regarding the scope of the authority you are granting to your agent through the TRS LPOA.

This LPOA cannot do any of the following:

- Grant your agent powers not related to TRS;
- Designate more than two agents;
- Designate agents who must act jointly;
- Take effect only if you become disabled or incapacitated (a “springing” POA); or
- Have the authority granted in the LPOA terminate automatically on a certain date

TRS will reject your LPOA if you do not complete all required fields on the form, if the LPOA is not executed properly, or if you make any changes to the LPOA form. Any field not marked or described as “optional” is required.

SECTION 1: MEMBER INFORMATION

Complete this section by filling in your name and TRS Participant ID or social security number.

SECTION 2: DESIGNATION OF AGENT

Fill in your name in the first blank. Use the remaining blanks in this section to designate the person or persons who you have selected to be your agent or agents. You should select someone you trust to be your agent. You have the ability to name up to two people as your agent(s). If you name two agents, they will be your co-agents.

If you name co-agents, your co-agents can act independently of each other. This means each agent can act alone and does not need the agreement of the other agent to act. If the authority of one co-agent is terminated (see Section 7, below), the other co-agent can continue acting as your sole agent under the LPOA.

Please include all of the information requested for your agent(s). If you designate a co-agent, you must provide all of the information requested for both agents.

SECTION 3: DESIGNATION OF SUCCESSOR AGENT (OPTIONAL)

Section 3 gives you the option to designate a successor agent. A successor agent is an agent who can only act if your agent or agents designated in Section 2 are unable or unwilling to continue serving as your agent, or if your agent's authority is terminated under one of the circumstances listed in the LPOA. You can also designate a second successor agent who can only act if your agent(s) designated in Section 2 and your first successor agent are unable or unwilling to continue serving as your agent, or if your agent's authority is terminated. If you choose to name a successor agent, please include all of the information requested for your successor agent(s). TRS may also request that your successor agent complete an agent certification, which TRS will provide, if the need arises.

TRS will accept your LPOA even if you do not designate a successor agent. However, should your designated agent(s) become unable or unwilling to act for you in the future and you have not named any successor agents, your LPOA will terminate.

SECTION 4: STATEMENT OF AUTHORITY GRANTED

This section grants your agent the authority to act on your behalf for matters relating to your TRS pension benefits and/or transactions and elections related to your participation in TRS-Care or TRS-ActiveCare. Initial in the blank next to each option to grant the authority listed.

Option 1: Authority to Take Action Regarding Your TRS Pension Benefits

Option 1 grants your agent the authority to transact matters relating to your TRS pension benefits. These matters include:

- o Communicating with TRS regarding your TRS account; requesting and receiving information relating to your TRS account such as annuity verifications or verifications of death benefits.
- o Changing your contact information, including the address and phone number associated with your TRS account.
- o Changing the direct deposit information associated with your TRS account.
- o Applying for service or disability retirement benefits.
- o Electing payment options for your service or disability retirement benefits, including the ability to elect a partial lump sum payment option.
- o Claim benefits or complete any required forms for you if you are a beneficiary.
- o Creating or changing a beneficiary designation with TRS, including naming themselves to the same extent as you previously designated your agent as a beneficiary.
- o Requesting a refund of your TRS account.
- o Purchasing service credit on your behalf.
- o Making rollovers of your TRS benefits into other retirement plans.
- o To the extent permitted by law, waiving your status as an option beneficiary, or your entitlement to future benefits.

You cannot add additional powers for your agent using this form. Altering the LPOA form to add or remove powers will result in your LPOA being rejected by TRS.

At this time, TRS does not allow agents to set up or make transactions through a member's MyTRS account. Agents may instead conduct transactions with TRS by submitting TRS forms or other member account action requests via mail, fax, or the TRS secure document upload portal. Your agent cannot execute a new TRS LPOA on your behalf.

Specific Authority to Name a Beneficiary

This option allows you to grant your agent the specific authority to designate themselves as a beneficiary regardless of whether you previously designated the agent as your beneficiary. Selecting this option grants your agent the authority to increase their share of the TRS benefits payable after your death. This would include the agent being able to designate themselves as a beneficiary if you had not previously designated the agent, or the agent naming himself/herself as a sole beneficiary when previously you had designated the agent as a joint beneficiary with another person or persons.

Option 2: Authority to Take Actions Relating to Your TRS Active Care or TRS-Care Health Insurance.

Option 2A grants your agent the authority to take actions relating to your health insurance. These actions include:

- the authority to make insurance maintenance transactions related to:
 - o enrollment for yourself or an eligible dependent in a health plan including:
 - enrollment at initial retirement;
 - age 65 enrollment opportunity;
 - special enrollment events defined by COBRA; and
 - additional limited-purpose enrollment opportunities as may be announced by TRS; and
 - o termination of insurance coverage for you or a dependent on your policy;
- the authority to inquire about or discuss your specific TRS-ActiveCare or TRS-Care health insurance information, such as:
 - o benefits you are entitled to under your plan;
 - o your Medicare eligibility; and
 - o your current or past enrollment in TRS-ActiveCare or TRS-Care;

- the authority to request that information regarding your TRS-ActiveCare or TRS-Care health care coverage be mailed, faxed, or emailed to the address on record, including the authority to request:
 - o a replacement healthcare identification card;
 - o your Medicare Beneficiary Identifier number;
 - o an annual cost letter;
 - o proof of monthly premiums; and
 - o other similar information; and
- the authority to modify your contact information to include your residential address as required by Medicare.

Option 2B grants your agent the authority to add or remove themselves as a dependent under your health insurance plan.

Your health insurance information including enrollment information, premiums you pay, etc. is protected by the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191, as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH"), Public Law No. 111-5. This means, among other things, in most circumstances TRS cannot discuss or disclose your health insurance information without your permission. To learn more about TRS Notice of Privacy Practices, please click here: [TRS Notice of Privacy Practices](#). A power of attorney, with appropriately identified authority, is one way you can allow TRS to speak with someone on your behalf about your health insurance coverage.

Please note this LPOA only grants powers to your agent power to have discussions and carry out transactions on your behalf solely within TRS. If you want to give your agent similar powers to discuss your protected health information with your medical care providers, you will need to enter into a separate power of attorney. This LPOA is also not a Medical Care Power of Attorney pursuant to which you grant your agent power to make health care decision of the type made by a patient when in conversation with a doctor or another medical care provider. Again, you will have to enter into a separate power of attorney to grant those powers.

SECTION 5: EFFECTIVE DATE AND DURABILITY

This section states that the LPOA will become effective once the LPOA is signed and acknowledged (see Section 11 for more information). However, your agent will not be able to act on your behalf until TRS receives the LPOA. The LPOA is a durable power of attorney because your agent will continue to have the authority to act on your behalf for TRS purposes even if you become disabled or incapacitated.

SECTION 6: TRS ACTION ON RECEIPT OF POWER OF ATTORNEY

After you have executed the LPOA, TRS will allow your agent to act under the LPOA once it is received by TRS. This means that if TRS receives a request from your designated agent, and your LPOA grants the agent the authority to take that action, TRS may grant the agent's request without verifying the action with you first. Your agent may be able to take actions on your TRS account that you cannot later change or undo. This is why it is important to designate someone that you trust as your agent.

TRS will continue to accept requests/actions taken by a designated agent until TRS receives notice that the LPOA is terminated or the agent's authority under the LPOA is terminated. This LPOA does not limit your ability to act on your own behalf.

Note: Even if your membership in TRS is terminated, your TRS LPOA will remain valid.

REJECTION OF TRS LPOA

If TRS receives an LPOA that is not completed correctly or that is missing required information, TRS will reject the LPOA. In addition, if you make changes to the TRS LPOA form, TRS will reject it. TRS can reject your LPOA at any time for any reason specified in Section 751.206, Texas Estates Code. If you submit an LPOA to TRS and it is rejected, TRS will send you the reasons for the rejection in writing so that you can correctly complete and execute a new LPOA.

SECTION 7: TERMINATION OF AGENT'S AUTHORITY

There may be a time when you would like to remove your agent, but have your TRS LPOA remain in effect. To do this, TRS must be notified in writing that your agent's authority has terminated. An agent's authority to act under your LPOA will terminate under any of the following circumstances:

- You provide notice to TRS that you revoke your agent's authority to act
- Your agent dies, resigns, or becomes incapacitated
- Your agent is unable to act on your behalf under the POA
- If you designate your spouse as your primary agent, but your marriage to your spouse is later dissolved by divorce, annulment, or another type of judicial decree

Once TRS has been notified that your agent's authority has terminated, any remaining co-agents or a successor agent will then be allowed to act under the LPOA. TRS may require documentation if any of these events occur in order to terminate an agent's authority to act under your LPOA.

SECTION 8: SUSPENSION OR TERMINATION OF LIMITED DURABLE POWER OF ATTORNEY

TRS will suspend your agent's ability to act under the LPOA when TRS receives notice that a temporary guardian has been appointed for your estate, unless the court order appointing the temporary guardian provides otherwise.

If you no longer want any of your agents or successor agents to have authority to act on your behalf under the LPOA, you can terminate your LPOA by providing TRS with written notice. Terminating your LPOA means that none of your designated agents or successor agents can act on your behalf for TRS purposes. There are also ways that your LPOA will terminate automatically. Your LPOA will terminate under the following circumstances:

- You provide notice to TRS that you are terminating your LPOA.
- A permanent guardian of the estate is appointed for you by a court of competent jurisdiction.
- All your agents and successor agents die or are unable or unwilling to act on your behalf.
- Your death.

TRS must be notified of these events and may require documentation if any of these events occur in order to suspend or terminate your LPOA.

SECTION 9: CHOICE OF LAW

This section provides that if there is any legal dispute regarding this LPOA, the LPOA will be governed by Texas law and any applicable TRS rules.

SECTION 10: EFFECT ON OTHER POWERS OF ATTORNEY

Effect on TRS LPOAs

You may only have one TRS LPOA in effect at any time. If you have a TRS LPOA on file, and then TRS receives and accepts another properly completed TRS LPOA from you in the future, TRS will consider the older TRS LPOA revoked. If you execute a TRS LPOA that is rejected by TRS, any TRS LPOA previously on file will remain in effect.

Effect on Non-TRS POAs

The TRS LPOA is not intended to revoke or impact any other non-TRS POA that you have previously executed, including any other non-TRS POAs that you may have on file with TRS. If you execute a non-TRS POA in the future, it may impact the effectiveness of your TRS LPOA. Please read the language of the non-TRS POA carefully. Remember, if you execute a subsequent POA that revokes your TRS LPOA, that revocation is not effective until TRS receives notice of the revocation.

If you are concerned about the effect that the TRS LPOA may have on another POA, it is recommended that you seek legal counsel to assist you.

SECTION 11: SIGNATURE AND ACKNOWLEDGMENT

You must sign and date your TRS LPOA. You must then acknowledge your signature before a notary and the notary is required to complete the acknowledgment clause.

If the TRS LPOA is being acknowledged in Texas, it must be notarized in accordance with Texas law. If the TRS LPOA is being acknowledged before a notary located outside of Texas, it must be notarized in accordance with the requirements of that location.

