



UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

DIVISION OF  
INVESTMENT MANAGEMENT

October 20, 2008

Gary Kleist  
Chief Financial Officer  
Advantus Series Fund, Inc.  
400 Robert Street North  
St. Paul, Minnesota 55101-2098

Re: Advantus Series Fund, Inc.— Advantus Series Money Market Portfolio (File No. 811-04279)

Dear Mr. Kleist:

Your letter of September 19, 2008 requests our assurance that we would not recommend that the Commission take any enforcement action under Sections 17(a)<sup>1</sup>, 17(d)<sup>2</sup> and 12(d)(3)<sup>3</sup> of the Investment Company Act of 1940 (the “Act”), and the rules thereunder, if Advantus Series Fund (the “Series Fund”), on behalf of its separate series Advantus Series Money Market Portfolio (the “Portfolio”), and Securian Financial Group, Inc. (“Securian”), enter into the arrangement summarized below and more fully described in the letter. Securian is the parent company of the Series Fund’s investment adviser and therefore an affiliated person of the Portfolio, as defined in Section 2(a)(3) of the Act.

<sup>1</sup> Section 17(a)(1) generally makes it unlawful for any affiliated person of a registered investment company, or an affiliated person of such person, acting as principal, to knowingly sell any security or other property to the registered investment company.

<sup>2</sup> Section 17(d) generally makes it unlawful for any affiliated person of a registered investment company, or any affiliated person of such a person, acting as principal, to effect any transaction in which the registered investment company is a joint or joint and several participant with such person in contravention of rules and regulations adopted by the Commission.

<sup>3</sup> Section 12(d)(3) generally makes it unlawful for any registered investment company to acquire any security issued by, or any interest in the business of, any broker-dealer, any person engaged in the business of underwriting, or an investment adviser of an investment company, or an investment adviser registered under the Investment Advisers Act of 1940.

The Series Fund is an open-end management investment company that is registered with the Commission under the Act. The Portfolio is a money market fund that seeks to maintain a stable net asset value per share of \$1.00 and uses the amortized cost method of valuation in valuing its portfolio securities as permitted by rule 2a-7 under the Act.

You state that as of September 17, 2008, approximately 1.48 percent of the Portfolio's total assets, or \$2 million, consisted of commercial paper issued by American General Finance Corp ("AGFC CP"), a subsidiary of American International Group, and approximately 1.85 percent of the Portfolio's total assets, or \$2.5 million, consisted of commercial paper issued by AIG Funding, Inc ("AIG CP" and together with the AGFC CP, the "CP"). You state that as a result of recent market events related to the CP, the CP was determined to no longer present minimal credit risks for purposes of rule 2a-7. You state that the Series Fund's Board of Directors (the "Board") has determined in the exercise of its business judgment that it would not be in the best interests of the Portfolio to dispose of the CP.

Money market funds are required by rule 2a-7 to calculate, at such intervals as the board of directors determines appropriate and reasonable in light of current market conditions, the extent of any deviation between a fund's current market-based net asset value per share from a fund's amortized cost price per share. This process is referred to in the rule as "shadow pricing." You state that in order to prevent any losses realized upon the ultimate disposition of the CP, or certain securities received in exchange for or as a replacement of the CP (together with the CP, the "Securities"), from adversely affecting the Portfolio's market-based net asset value, the Series Fund, on behalf of the Portfolio, and Securian would enter into a capital support agreement (an "Agreement"), a form of which was provided to the staff.

You state that under the Agreement the Portfolio would have a right to receive a cash contribution from Securian in any of the following circumstances (each, a "Contribution Event"):

- (i) any sale of Securities by the Portfolio for cash in an amount, after deducting any commissions or similar transaction costs, less than the amortized cost value of the Securities;
- (ii) receipt of a final payment on any Securities in an amount less than their amortized cost value;
- (iii) issuance of an order by a court having jurisdiction over the matter discharging AGFC or AIG from liability for the AGFC CP or the AIG CP, as the case may be, and providing for payments in an amount less than the amortized cost value of the AGFC CP or AIG CP, as the case may be; or
- (iv) receipt of new securities that are Eligible Securities in exchange for or in replacement of any Securities if the amortized cost value of the new securities is less than the amortized cost value of the Securities exchanged or replaced.

You represent with respect to the Agreement that:

- (i) The Agreement would obligate Securian upon the occurrence of a Contribution Event to make a cash contribution to the Portfolio (up to the maximum amount specified in the Agreement) in an amount equal to the lower of (a) the excess of the amortized cost value of the CP over the amount received by the Fund in connection with a Contribution Event, or (b) the maximum amount specified in the Agreement reduced by any cash contribution previously made by Securian to

the Portfolio;

- (ii) The Agreement would be entered into at no cost to the Portfolio or the Series Fund, and Securian would not obtain any shares or other contribution from the Portfolio or the Series Fund in exchange for its contribution;
- (iii) The Agreement requires the Portfolio to provide Securian with an opportunity to purchase Securities in specified circumstances and that any such purchase would either be in accordance with rule 17a-9 under the Act or pursuant to staff no-action assurance if the Securities are Eligible Securities;
- (iv) The Series Fund's adviser has determined pursuant to rule 2a-7(a)(10)(ii) that if the Agreement is deemed to be a security within the meaning of section 2(a)(36) of the Act, it would be an Eligible Security because it is of comparable quality to a security that is an Eligible Security as described in rule 2a-7(a)(10)(i);
- (v) The Series Fund's adviser has determined that the Agreement presents minimal credit risks with respect to the Portfolio;
- (vi) The Portfolio will sell all the Securities it holds promptly on the business day immediately prior to the expiration date specified in the Agreement; and
- (vii) The Board has reviewed and approved the Agreement and continues to believe that it would not be in the best interests of the Portfolio to dispose of the Securities, and that it is in the best interests of the Series Fund and the Portfolio and their shareholders for Securian to provide the Agreement.

You state that Securian's obligations under the Agreement would be supported by a segregated account. The segregated account would be established for the benefit of the Portfolio and consist of cash or cash equivalent securities equal to the maximum contribution amount under the Agreement. You represent with respect to the segregated account that:

- (i) The bank at which the segregated account would be maintained would be a qualified custodian under Section 17 of the Act;
- (i) The segregated account would consist of cash or cash equivalents equal to the maximum contribution amount under the Agreement and may be reduced only by the amount of any capital contribution made by Securian to the Portfolio;
- (ii) The assets of the segregated account would be available to the Portfolio by means of a transfer initiated by the Portfolio without the requirement of further action or consent by Securian; and

- (iii) The Portfolio will withdraw funds from the segregated account if Securian fails to make a capital contribution when due under the Agreement.

On the basis of the facts and representations in your letter, we will not recommend enforcement action under Sections 17(a), 17(d) and 12(d)(3) of the Act if the Series Fund on behalf of the Portfolio, and Securian enter into the arrangement summarized above and more fully described in your letter.<sup>4</sup> You should note that any different facts or representations might require a different conclusion. Moreover, this response expresses the Division's position on enforcement action only and does not express any legal conclusions on the issues presented.<sup>5</sup>

Very truly yours,



Dalia Osman Blass  
Senior Counsel

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<sup>4</sup> This letter confirms oral no-action relief provided by the undersigned to Vicki L. Bailey on September 19, 2008.

<sup>5</sup> The Division of Investment Management generally permits third parties to rely on no-action or interpretive letters to the extent that the third party's facts and circumstances are substantially similar to those described in the underlying request for a no-action or interpretive letter. Investment Company Act Release No. 22587 (Mar. 27, 1997) n. 20. In light of the very fact-specific nature of the Series Fund's request, however, the position expressed in this letter applies only to the entities seeking relief, and no other entity may rely on this position. Other funds facing similar legal issues should contact the staff of the Division about the availability of no-action relief.

September 19, 2008

**Via Email and Federal Express**

Division of Investment Management  
Securities and Exchange Commission  
100 F Street, N.E.  
Washington, D.C. 20549-0504  
Attention: Robert E. Plaze, Esq., Associate Director

**Re: Request for No-Action Assurances**

Ladies and Gentlemen:

We are writing on behalf of the Advantus Series Fund, Inc., a Minnesota corporation (the "Series Fund"), and its separate series, Advantus Series Fund Money Market Portfolio (the "Portfolio"). The Series Fund seeks assurance from the Staff of the Division of Investment Management that it will not recommend enforcement action to the Securities and Exchange Commission under Sections 17(a), 17(d), and 12(d)(3) of the Investment Company Act of 1940, as amended (the "1940 Act"), and the rules thereunder, if the Series Fund enters into and performs the capital support arrangement described below. As described below, the capital support arrangement would be entered into for the purpose of maintaining the net asset value of the shares of the Portfolio at \$1.00 per share.

The Series Fund is registered with the Commission under the 1940 Act as an open-end management investment company, and the Portfolio is a money market fund. The Portfolio uses the amortized cost method of valuing its portfolio securities as permitted by Rule 2a-7 under the 1940 Act.

The Portfolio holds commercial paper issued by American General Finance Corp. ("American General"), and commercial paper issued by AIG Funding, Inc. ("AIG") (together, the "Securities"). As of September 17, 2008, approximately 1.48 percent of the Portfolio's total assets calculated on an amortized cost basis consisted of Securities issued by American General, and approximately 1.85 percent of the Portfolio's total assets calculated on an amortized cost basis consisted of Securities issued by AIG. The principal amount of the Securities of American General is \$2,000,000 with a maturity of 10/3/2008, and the principal amount of the Securities of AIG is \$2,500,000 with a maturity of 10/14/2008.

As a result of recent market events related to the Securities, the Securities have been determined to no longer present minimal credit risks for purposes of Rule 2a-7. The Board of







