

Accidental Death and Dismemberment Coverage

issued by The Prudential Insurance Company of America

Accidental Death & Dismemberment

Under the group accidental death and dismemberment insurance issued by The Prudential Insurance Company of America, if you or an insured dependent have a covered accidental injury and die or incur any of the other losses described below as a result of such accident within 90 days of such accident, you or your beneficiary will receive the benefits noted based upon the amount for which the person who suffered the loss was insured on the date of such injury.

Amounts of Insurance

You may select any amount you wish in multiples of \$25,000 up to a maximum of \$500,000.

You may also select the amount of insurance for your spouse in multiples of \$25,000 up to a maximum of \$500,000, providing that the amount chosen does not exceed your benefit amount.

Each eligible child may be insured for \$5,000, \$10,000 or \$15,000. All of your eligible children must be covered for the same amount. A newborn child will not be covered before the quarterly billing date following birth.

Benefits

Loss of	Benefit Amount Payable
Life Both Hands Both Feet Sight in both eyes Speech & hearing in both ears Quadriplegia	100% of the Amount of Insurance
Paraplegia	75% of the Amount of Insurance
One Hand One Foot Sight of One Eye Speech Hearing in both ears Hemiplegia	50% of the Amount of Insurance
Thumb and Index Finger of the Same Hand	25% of the Amount of Insurance

The total amount payable on account of all losses caused by all injuries sustained by the person in any one covered accident shall not exceed the full amount for which the person who suffered the loss is insured on the date of the covered accidental injury, except when a child suffers a loss that is not a loss of life, in which case the benefit will increase to twice the benefit amount that would otherwise be payable.

Exposure and Disappearance

The insurance will pay Personal Accident benefits for you or your insured dependent for:

- losses as described in "Benefit Amount Payable" above that result from unavoidable exposure to the elements, and
- loss of life if, after one year, the person's body has not been found after the conveyance in which that person was traveling disappeared, was stranded, sank, or was wrecked.

Special Provisions

Coma

In the event you or an insured dependent becomes comatose as a result of a covered accidental injury while insured hereunder, the insurance will pay a monthly benefit on behalf of the comatose person if the person:

- becomes comatose within 90 days from the date of the accident, and
- is continuously comatose for at least 6 months.

The monthly benefit will be 1% of the amount for which the person was insured on the date of the injury. However, the monthly coma benefit will cease when the amount of this benefit, together with any other benefits payable as the result of the same accident, equals the amount of insurance for that person.

The monthly benefit will be paid for each month of continuous coma until the earlier of:

- the date 100 monthly benefit payments have been made; or
- the date the coma ended, whether by death, recovery, or any other change of condition.

Additional Benefit for Return of Remains

In the event you or your insured dependent suffer a loss of life at least 150 miles away from your permanent place of residence, the insurance will pay the actual expenses incurred for preparing the body for burial or cremation and shipment to the place of burial or cremation in the United States or Canada to a maximum of \$5,000.

Seat Belt and Air Bag Benefit

In the event you or an insured dependent dies as a result of a covered accidental injury while driving or riding in a private passenger car, the plan will pay an additional amount if the official accident report verifies that the person's seat belt was properly fastened and the air bag system was operational. The amount payable is equal to 10% of the amount for which the person was insured on the date of the accident, subject to a minimum of \$1,000 and a maximum of \$25,000 in the case of a seat belt restraint and \$25,000 in the case of an air bag system. However, a loss is not covered for this benefit if it results from driving or riding in a vehicle used in a race or speed or endurance test or for acrobatic or stunt driving.

Felonious Assault Benefit

If you suffer a loss due to a felonious assault while you are performing your occupational duties, an additional benefit equal to 10% of your Benefit Amount will be payable.

Extended Dependent Coverage for Surviving Dependents

In the event you die as a result of a covered accidental injury sustained while you and your dependents are insured, the insurance for your insured dependents will continue at no further cost until the earliest of the following:

- the end of 12 months following the date of your death, or
- the date that the Personal Accident Policy is discontinued or terminated, a dependent ceases to be an eligible dependent, or the surviving spouse remarries.

Spouse Retraining

In the event you die as a result of a covered accidental injury sustained while you and your spouse are insured, the plan will reimburse your spouse an amount equal to 5% of the actual cost incurred by your spouse, not to exceed a maximum of \$5,000, as payment for any professional or trade school training program, provided your spouse:

- has enrolled for the purpose of obtaining an independent source of support or enriching that spouse's ability to earn a living, and
- has successfully completed the program, and
- expenses incurred are defined as tuition, exclusive of room and board.

In addition, enrollment must take place within 30 months of the insured's death.

Child Care Benefit

In the event you die as a result of a covered accidental injury sustained while you and your eligible dependents are insured, the plan will pay, in addition to all other benefits, an amount equal to 5% of your Benefit Amount to a maximum of \$5,000 per year on behalf of any insured dependent child who is under the age of seven years and, on the date of your death, is enrolled in a state licensed day care center or enrolls in a state licensed day care center within 90 days following the date of your death.

This benefit is payable annually for a maximum of four consecutive annual payments provided the dependent child continues to be enrolled in a state licensed day care center or until the dependent child's seventh birthday, whichever occurs first. All bills must be submitted to The Prudential Insurance Company of America at the end of the twelve month period. The twelve month period will start:

- when the dependent child enters a day care center within 90 days after your death, or
- on the first day of the month following the death, if the dependent child is already enrolled in a day care center.

If, on the date of the accident, coverage for you and your spouse is in effect but there are no dependent children who qualify for this benefit, the Plan will pay an additional benefit of \$2,500 to your designated beneficiary.

Child Education Benefit

In the event you or your covered spouse die as a result of a covered accidental injury sustained while you and your eligible dependents are insured, the Plan will pay, in addition to all other benefits, an amount equal to 5% of the Benefit Amount applicable to the deceased parent, to a maximum of \$5,000 per year on behalf of any insured dependent child less than age 23 who, on the date of the death, is enrolled as a full-time student in an institution of higher learning beyond the 12th grade level or is at the 12th grade level and subsequently enrolls as a full-time student in an institution of higher learning within 365 days following the date of the death. Proof of enrollment must be given to Prudential.

This benefit is payable annually for a maximum of four consecutive annual payments provided the dependent child less than age 23 continues his/her education as a full-time student in an institution of higher learning.

If, on the date of the accident, coverage for you and your spouse is in effect but there are no dependent children who qualify for this benefit, the Plan will pay an additional benefit of \$2,500 to your designated beneficiary.

Exclusions

A Loss is not covered if it results from any of these:

1. Suicide or attempted suicide, while sane or insane.
2. Intentionally self-inflicted injuries, or any attempt to inflict such injuries.
3. Sickness, whether the Loss results directly or indirectly from the sickness.
4. Medical or surgical treatment of Sickness, whether the Loss results directly or indirectly from the treatment.
5. Any infection. But, this does not include (a) a pyogenic infection resulting from an accidental cut or wound; or (b) a bacterial infection resulting from accidental ingestion of a contaminated substance.
6. War, or any act of war. "War" means declared or undeclared war and includes resistance to armed aggression.
7. An accident that occurs while the person is serving on full-time active duty for more than 30 days in any armed forces. But, this does not include Reserve or National Guard active duty or training.
8. Travel or flight in any vehicle used for aerial navigation. This includes getting in, out, on or off any such vehicle. This (8) applies only if the person is:
 - a. riding as a passenger in any aircraft not intended or licensed for the transportation of passengers;
 - b. performing as a pilot or a crew member of an aircraft; or
 - c. riding as a passenger in an aircraft owned, leased or operated by the person's Employer.
9. Commission of or attempt to commit a felony.
10. Being legally intoxicated or under the influence of any narcotic, unless administered or consumed on the advice of a Doctor.
11. Participation in these hazardous sports: Scuba diving; bungee jumping; skydiving; parachuting; hang gliding; or ballooning.

Who is Eligible to Apply

Members—All members of the State Bar of Texas who are less than age 70.

Employees—All full-time employees (30 hours or more per week) of an "Eligible Employer Unit" who are less than age 70. An "Eligible Employer Unit" is a sole proprietorship, partnership or corporation engaged primarily in the practice of law with at least one full-time employee who is not a member of the State Bar of Texas.

Eligible Dependents—Spouse and unmarried children less than 25 years old. Your children include legally adopted children, stepchildren, foster children and grandchildren. Grandchildren must be claimed as a dependent for federal income tax purposes at the time they are enrolled.

Effective Date of Coverage

Initial coverage will become effective on the date you complete an enrollment form. Increases or decreases in existing coverage will become effective on the quarterly premium due date coinciding with or next following the date of your written request.

Should a member/employee not be working full-time on the effective date of coverage, the insurance will be delayed for himself and his dependent until he returns to full-time work.

Quarterly Costs

For Each \$25,000 of Insurance
Effective 1-1-98

Member or Employee's Age	Member or Employee	Spouse (Based on Age of Insured)
Less than 60	\$2.55	\$2.55
60-69	\$3.60	\$3.60

Quarterly Costs for Children	
Each Child	Quarterly Cost Per \$5,000 of insurance \$.51

Rates may change as the insured enters a higher age category, also rates may change if plan experience requires a change for all insureds.

Termination of Coverage

The insurance of an individual member/employee and dependents, if any, will terminate if he ceases to be eligible, enters military service, discontinues the required contributions, or if the Group Insurance Contract is discontinued. An individual dependent's insurance will also terminate if he ceases to be an eligible dependent.

Coverage for a member/employee and his covered dependents will terminate on the January 1 coinciding with or next following the member/employee's 70th birthday.

How to Enroll

All applicants should complete an enrollment form and return it to:

State Bar of Texas Insurance Trust
206 E. 9th Street, Suite 1501
Austin, Texas 78701

Local (512) 479-0941 • Houston (713) 224-4024
Ft. Worth (817) 654-3347 • Toll-Free 1-800-460-7248
FAX (512) 479-4109

SEND NO MONEY AT THIS TIME—You will receive a statement for the appropriate amount.

Payments

Payments can be made only on a quarterly basis. The regular quarterly due dates are January 1, April 1, July 1 and October 1 of each year.

How to File a Claim

Contact the Insurance Trust Office for claim forms and questions regarding claims.

This is not a complete description of benefits, but a summary intended to briefly outline the State Bar of Texas Insurance Trust Group Accidental Death and Dismemberment Insurance benefits and policy exclusions, limitations and restrictions. After you enroll, you will be issued a Group Insurance Certificate describing your coverage in greater detail. The complete terms of the coverage will be governed by group insurance contract form Series 83500 issued to the State Bar of Texas Insurance Trust by The Prudential Insurance Company of America, 751 Broad Street, Newark, NJ 07102.