

**BENEFIT PROVISIONS**  
**(Applicable to Basic and Voluntary AD&D)**

**SEAT BELT BENEFIT**

We will pay an additional benefit, the Seat Belt Benefit, of the lesser 10% of Your Principal Sum or \$50,000 to Your designated beneficiary if the Principal Sum under the AD&D Benefit is payable for Loss life as the result of an Accident which occurs while You are driving or riding in an automobile, if:

1. the automobile is equipped with Seat Belts;
2. the Seat Belt was in actual use and properly fastened at the time of the Accident;
3. the position of the Seat Belt is certified in the official report of the Accident or by the investigating officer. A copy of the police Accident report must be submitted with the claim; and
4. You were driving or riding in an Automobile driven by a licensed driver who was neither:
  - a. intoxicated or driving while impaired. Intoxication and impairment shall be determined by the law of the jurisdiction in which the Accident occurs, with or without conviction; nor
  - b. under the influence of any narcotic, hallucinogen, barbiturate, amphetamine, gas or fumes, poison or any other controlled substance as defined in Title II of the Comprehensive Drug Abuse prevention and Control Act of 1970, as now or hereafter amended, unless as prescribed by a licensed physician and used in the manner prescribed. Conviction is not necessary for a determination of being under the influence.

If the certification required in item (3) above is not available and if it is unclear whether You were properly wearing a Seat Belt, then We will pay an additional benefit of \$1,000.

**Seat Belt** means those belts that form an occupant restraint system.

**Automobile**, for the purpose of the Seat Belt and the Air Bag Benefits, means a self-propelled private passenger motor vehicle with four or more wheels which is of a type both designed and required to be licensed for use on the highways of any state or country. Automobile includes, but is not limited to a sedan, station wagon, jeep-type vehicle, or a motor vehicle of the pickup, panel, van, camper or motor home type. Automobile does not include a mobile home or any motor vehicle which is used in mass or public transit.

**AIR BAG BENEFIT**

We will pay an additional benefit, the Air Bag Benefit, equal to 5% of the Principal Sum of the AD&D Benefit to Your designated beneficiary if the Principal Sum under the AD&D Benefit is payable for Loss of life as the result of an Accident which occurs while You are driving or riding in an Automobile provided that:

1. You were positioned in a seat that was equipped with an Air Bag;
2. You were properly strapped in the Seat Belt when the Air Bag inflated; and
3. the police report establishes that the Air Bag inflated properly upon impact.

The maximum Air Bag Benefit payable is \$25,000. If it is unclear whether You were properly wearing Seat Belt(s) or if it is unclear whether the Air Bag inflated properly, then the Air Bag Benefit will be \$1,000.

**Air Bag** means an inflatable supplemental passive restraint system installed by the manufacturer of the Automobile, or proper replacement parts as required by the Automobile manufacturer's specifications, that inflates upon collision to protect an individual from Injury and death. An Air Bag is not considered a Seat Belt.

**COMA BENEFIT**

If, as a result of a covered Accident, an Insured is injured, We will pay an additional benefit if the Insured becomes Comatose within 31 days of the Accident and remains Comatose beyond the Waiting Period.

We will pay this benefit at the rate of 1% of the Insured's Principal Sum per month from the end of the Waiting Period. We will cease payment on the earliest of:

1. the end of the month in which the Insured dies;
2. the end of the 11th month for which this benefit is payable; or
3. the end of the month in which the Insured recovers from the Coma.

If the Insured:

1. dies from any cause or as a result of the covered Accident while this Coma Benefit is payable; or
2. remains Comatose after this Coma Benefit is payable for 11 consecutive months, we will pay a lump sum benefit equal to the Principal Sum payable under the Policy for Accidental Death, reduced by the amount of any Accidental Dismemberment, loss of sight, speech, hearing or paralysis benefits paid to the Insured for the Loss caused by the covered Accident.

**Insured**, for the purposes of this Coma Benefit, includes the insured Employee's spouse and Dependent Children if the Employee is covered for Dependent Voluntary AD&D coverage.

**Comatose** or **Coma** means that a person is in a profound stupor or state of complete and total unconsciousness, as the result of a covered Accident.

**Waiting Period** means the 31-day period from the date the Insured becomes Comatose.

**Exclusions:** In addition to the Exclusions set forth in the Policy, the following exclusion applies to this Coma Benefit: Benefits will not be paid for loss covered by or resulting from sickness, disease, bodily infirmity or medical or surgical treatment thereof, or bacterial or viral infection, regardless of how contracted. Except, bacterial infection that is the natural and foreseeable result of an Accidental Injury or Accidental food poisoning is not excluded.

#### **EXPOSURE AND DISAPPEARANCE BENEFIT**

In the event You are unavoidably exposed to the elements as a result of an Accident, and because of exposure suffer a Loss for which a benefit is otherwise payable under the Policy, such Loss will be covered in accordance with the provisions of the Policy.

If You are not found within 365 days from the date of the disappearance, wrecking or sinking of the conveyance in which You were riding, in the course of a trip which would be covered under the Policy, it will be presumed You sustained Loss of Life as a result of Injury.

#### **PUBLIC CONVEYANCE BENEFIT**

We will pay an additional benefit, the Public Conveyance Benefit, of the lesser of Your Principal Sum or \$150,000 if an AD&D benefit is payable for Your loss of life as the result of an Accident which occurs while You are a Fare-Paying passenger in a Public Conveyance that:

1. is run by a common carrier regulated by the government; and
2. transports passengers for hire; and
3. is not a chartered or other privately arranged conveyance.

**Fare-Paying** means the Public Conveyance has been paid for services by either You or as part of a contract with The University of Texas System.

**Public Conveyance** means

1. Any land or water conveyance licensed for the transportation of passengers for hire; or
2. Any aircraft operated by a business organized to operate an aircraft service and licensed for the transportation of passengers for hire.

## **BRAIN DAMAGE BENEFIT**

We will pay an additional benefit, the Brain Damage Benefit, of the lesser of Your Principal Sum or \$25,000 to You if You sustain Brain Damage caused by an Injury.

The benefit is payable if the following conditions are met:

1. Brain Damage begins within 30 days of the date of a covered Accident;
2. You are hospitalized for at least 7 days within the first 30 days following the Accident;
3. Brain Damage continues for 12 consecutive months; and
4. Competent medical authority, acceptable to Us, determines the Brain Damage is permanent, complete and irreversible at the end of the 12 consecutive month period.

The total amount of benefit payable under this provision, in addition to any other benefits payable under the Policy, cannot exceed Your Principal Sum. The most We will pay under the Policy for all Losses resulting from any one Accident is Your AD&D Coverage Amount.

**Brain Damage** means the physical damage to the brain that subsequently renders the Insured unable to perform without human assistance or regular supervision from another person at least two of the Activities of Daily Living as defined below.

**Activities of Daily Living** means:

1. Eating – Feeding oneself by getting food into the body from a receptacle (such as a plate, cup or table) or by a feeding tube or intravenously.
2. Toileting – Getting to and from the toilet, getting on and off the toilet and performing associated personal hygiene.
3. Transferring – Moving into or out of a bed, chair or wheelchair.
4. Bathing – Washing oneself by sponge bath; or in either a tub or shower, including the task of getting into or out of the tub or shower.
5. Dressing – Putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs.
6. Continence – Ability to maintain control of bowel and bladder function; or when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene (including caring for catheter or colostomy bag).