

**Virginia Surety Company, Inc.**

A Stock Company  
175 W. Jackson Blvd  
Chicago, Illinois 60604

For assistance, contact LegalEASE Member Service Center:  
5151 San Felipe, Suite 2300  
Houston, TX 77056  
888-416-4313

**GROUP LEGAL EXPENSE INSURANCE POLICY  
CERTIFICATE OF COVERAGE**

**DECLARATIONS PAGE**

**POLICYHOLDER NAME:** Onsite Neonatal Partners

**POLICYHOLDER ADDRESS:** 1000 Haddonfield-Berlin Road, Suite 210  
Voorhees, NJ 08043

**POLICY NO.** 20003003

**MEMBER NAME:** [Jane Doe]

**MEMBER ADDRESS:** [123 Anywhere Street  
Anytown, US 12345]

**EFFECTIVE DATE:** [MM/DD/YYYY]

**PREMIUM:** \$10.47

Coverage begins at 12:01 am Standard Time at the Policyholder's address on the Effective Date listed above.

We have agreed to insure certain Members of the Policyholder as specified herein, in consideration of the payment of the required premium, and in accordance with the terms, conditions, limitations and exclusions of the Group Legal Expense Insurance Policy (herein referred to as Group Policy).

The Group Policy is delivered in New Jersey, and shall be governed by the laws thereof.



Secretary



President

## TABLE OF CONTENTS

Schedule of Benefits

Definitions

Covered Services

Obtaining Benefits

Exclusions

General Provisions

## SCHEDULE OF BENEFITS

Coverage	Maximum Benefits	
	Participating Attorney	Non-Participating Attorney
<b>Advice and Consultation</b>		
• LegalEASE Helpline	Covered	N/A
• Initial Law Office Consultation one hour per calendar quarter	Covered	N/A
• Review of Simple Documents Review of documentation up to 6 pages	Covered	N/A
<b>Miscellaneous Law Office Services</b>		
• Discounted Legal Services for any non-excluded legal matter	25% discount on Participating Attorney's hourly rates	N/A
<b>Consumer Matters</b>		
• Document Preparation		
Simple Deed	Paid in Full	\$65
Promissory Note	Paid in Full	\$55
Consumer Dispute Correspondence	Paid in Full	\$55
Installment Sales Agreement	Paid in Full	\$55
Simple Affidavit	Paid in Full	\$55
General Power of Attorney	Paid in Full	\$55
Lease Agreement - <i>Tenant Only</i>	Paid in Full	\$65
Time Share Agreement	Paid in Full	\$55
• Consumer Dispute	Paid in Full	\$595
• Small Claims Court Representation	Paid in Full up to 2 hours	\$120
• Identity Theft Defense	Paid in Full	\$850
<b>Estate Planning</b>		
• Will or Codicil	Paid in Full	\$80
• Living Will/Health Care or Advance Directive	Paid in Full	\$55
• Health Care or Medical Power of Attorney	Paid in Full	\$55
• Probate of Small Estate	Paid in Full up to 2 hours	\$120
<b>Elder Matters</b>		
• Elder Parent Will Preparation	Paid in Full	\$80
• Elder Parent Living Will/Health Care or Advance Directive	Paid in Full	\$55
• Elder Parent Durable Financial Power of Attorney	Member co-pay \$45 per document	N/A
• Elder Parent Health Care or Medical Power of Attorney	Member co-pay \$45 per document	N/A
<b>Residential Matters</b>		
• Purchase of Primary Residence	Paid in Full	\$490

• Sale of Primary Residence	Paid in Full	\$365
• Refinancing of Primary Residence	Paid in Full	\$385
• Tenant Dispute	\$1,000 maximum subject to Managed Case Rules*	\$850 maximum subject to Managed Case Rules*

<b>Financial Matters</b>		
• Debt Collection Defense	Paid in Full	\$425
Pre-litigation Defense activities	\$700	\$595
Trial Defense		
• Bankruptcy (Chapter 7 or 13)	\$715	\$610
• Foreclosure	\$480	\$410
• Tax Audit	\$1,500 maximum subject to Managed Case Rules*	\$1,275 maximum subject to Managed Case Rules*

<b>Family Matters</b>		
• Prenuptial Agreement	Paid in Full up to 10 hours	\$510
• Name Change	Paid in Full	\$255
• Guardianship/Conservatorship	Uncontested: Paid in Full	\$425
• Governmental Agency Adoption	Uncontested: Paid in Full	\$405
• Stepparent Adoption	Uncontested: Paid in Full	\$365
• Juvenile Court Proceeding	Paid in Full	\$470

<b>Civil Matters</b>		
• Civil Litigation Defense	\$1,500 maximum subject to Managed Case Rules*	\$1,275 maximum subject to Managed Case Rules*
• Discounted Contingency Fees	10% discount on state maximum, or a maximum of 29% pre-trial, 36% at trial, or 40% in an appeal	N/A
• Mediation	10% discount on Mediator's hourly rates	N/A

<b>Criminal Defense</b>		
• Traffic Ticket	\$250 maximum	\$215
• Serious Traffic Matter (resulting in suspension or revocation of license)	Paid in Full	\$425
• Administrative Proceeding (regarding suspension or revocation of license)	Paid in Full	\$255
• Misdemeanor Defense	\$1,500 maximum subject to Managed Case Rules*	\$1,275 maximum subject to Managed Case Rules*
• DUI/DWI Defense	\$1,500 maximum subject to Managed Case Rules*	\$1,275 maximum subject to Managed Case Rules*

<b>Small Business Owner Advice and Representation</b>
---

<ul style="list-style-type: none"> <li>Incorporation Advice and Filing</li> </ul>	Paid in Full up to 5 hours subject to Managed Case Rules*	\$425 maximum subject to Managed Case Rules*
---	---	--

#### \* Managed Case Rules

In cases deemed by Us to be complex, Managed Case Rules may be used to approve additional coverage beyond the standard Participating Attorney maximum fees or to ensure that Non-Participating Attorney fees are reasonable and customary. Managed Case Rules provide protection for Members by limiting or preventing additional charges that Members would otherwise be responsible for. Managed Case Rules may be enacted prior to or after the initial consultation. Managed Case Rules require the following:

1. The Member should contact the Member Service Center prior to proceeding with an attorney. If the Member understands from the attorney that there may be additional charges beyond the covered charges under the Policy and the Member does not contact the Member Service Center prior to proceeding with the attorney, then the Member may be responsible for those additional charges beyond the covered charges under the Policy, even on a Paid In Full benefit.
2. If it is determined that the complexity of the case may require additional hours beyond the standard Participating Attorney maximum, or that the Non-Participating Attorney charges are higher than reasonable and customary fees, the attorney must provide a written estimate of fees reflecting his or her best judgment as to the likely cost of legal services based on the expected conduct of the case.
3. We will set a maximum attorney fee that takes into consideration the reasonable level of reimbursement of the proceeding and the proposed litigation strategy. Fees as a result of services in excess of the maximum attorney fee are the responsibility of the Member.

## DEFINITIONS

**“CERTIFICATE OF COVERAGE”** - means the Certificate of Coverage issued to the Member.

**“CLAIMS ADMINISTRATOR”** - means LegalEASE; or its subsidiary.

**“COMPLEX WILL”** - means the Member has a significant net worth and will benefit from tax planning, or the estate is subject to current state or federal estate taxation; or the Member owns a business that will continue in operation after death; or the Member wants to put restrictions on what heirs may do with the property; or the Member wants to leave money to someone in a trust because the person cannot manage his or her own affairs (such as an intellectually disabled child), or wants the property to be managed by a trustee for a period of time past the child’s age of majority, to age 25 or 30, for example; or the Member thinks that someone will challenge the will; or the Member wants to exclude any lawful dependents. The inclusion of a pour-over provision in a will does not, by itself, make a will complex.

**“COVERED FAMILY MEMBER”** - means the Member’s Covered Spouse and the Member’s unmarried or unpartnered dependent children, including stepchildren, legally adopted children, children placed in the home for adoption and foster children, up to age 19, and from age 19 up to 26 years if they are enrolled in an accredited school or college as full-time student(s), and are primarily dependent upon the Member for support.

**“COVERED SPOUSE”** - means the Member’s husband/wife as well as his/her same sex civil union partner regardless of what such relationship, which includes substantially all of the rights and benefits of marriage, may have been called in the jurisdiction where it was formed, at the time the coverage is in effect.

**“DURABLE FINANCIAL POWER OF ATTORNEY”** - a legal document that allows an individual to appoint another person to manage the individual’s finances in the event that he/she is unable to do so him/her self.

**“EFFECTIVE DATE”** - means the date the Member’s coverage hereunder begins.

**“ELIGIBLE PARENT”** - means the parents of the Member or Covered Spouse, regardless of age, and includes, biological parents, step-parents and adoptive parents.

**“HEALTH CARE OR MEDICAL POWER OF ATTORNEY”** - A legal document that allows an individual to appoint another person to make medical decisions in the event the individual is unable to do so him/her self.

**“LEGAL PLAN ADMINISTRATOR”** - LegalEASE, its affiliates, officers, directors, employees, and/or agents, including third party organizations and their affiliates, officers, directors, employees, and/or agents, hired by LegalEASE to perform services under the Policy.

**“LIVING WILL/ HEALTH CARE OR ADVANCE DIRECTIVE”** - A legal document that outlines an individual’s preferences for medical treatment and which takes effect only when the individual becomes incapacitated and can no longer express his or her wishes.

**“MEMBER”** - refers to the individual who (a) is associated with the Policyholder, (b) has either paid a premium or had a premium paid on his or her behalf, and (c) meets the eligibility requirements for Covered Services as defined by the Policyholder.

**“MEMBER SERVICE CENTER”** - means the service location established to assist Members/Covered Family Members in making full use of the coverage.

**“NON-PARTICIPATING ATTORNEY”** - means an attorney not contracted by the Legal Plan Administrator who is selected and paid by the Member to provide covered legal services up to the maximum amount shown under the Non-Participating Attorney column of the Schedule of Benefits.

**“PAID IN FULL”** - means complete payment in full to a Participating Attorney for covered legal services.

**“PARTICIPATING ATTORNEY”** - means an attorney contracted by the Legal Plan Administrator to provide covered legal services at the amount shown under the Participating Attorney column of the Schedule of Benefits.

**“POLICY”** - means the Group Legal Expense Insurance Policy and the Certificate of Coverage.

**“POLICYHOLDER”** - means the organization named in the declarations page.

**“SMALL BUSINESS”** - An ongoing business comprised of no more than 10 employees or independent contractors, including the Member and/or Covered Spouse and which produced less than \$500,000.00 in total annual revenue in the previous full calendar year.

**“WAITING PERIOD”** - means the period after the Effective Date during which certain benefits as shown in the Schedule of Benefits may not be used. This includes any matter that arises prior to the end of the Waiting Period.

**“WE”, “US”, “OUR” AND “COMPANY”** - means Virginia Surety Company, Inc.

## **COVERED SERVICES**

In consideration of payment and receipt by Us of the applicable premium as stated on the Declaration Page of the Certificate of Coverage, all Covered Services are available to the Member and all Covered Family Members, except as specifically noted below. The following Covered Services are provided when the Member uses a Participating Attorney. The Schedule of Benefits chart shows the reimbursement schedule when the Member uses a Non-Participating Attorney.

### **Advice and Consultation**

---

**LegalEASE Helpline:**

Advice and consultation by telephone with a Participating Attorney. Services are available during normal business hours. Calls can relate to any personal legal matter, civil or criminal, except those specifically excluded.

**Initial Law Office Consultation:**

Up to the maximum as shown in the Schedule of Benefits for office consultations with an attorney on any personal legal problem, civil or criminal, except those specifically excluded.

**Review of Simple Documents:**

This benefit includes attorney review, verbal explanations of the meaning or impact of any form or document, or suggestions for changes to a form or proposed document being drafted of up to the maximum number of pages as shown in the Schedule of Benefits. This benefit does not include a written analysis of any form or document.

**Miscellaneous Law Office Services**

---

**Discounted Legal Services for any Non-Excluded Legal Matter:**

This benefit will cover any legal services to review and/or prepare documents, or any other service required on any legal matters not listed as a Covered Service or Exclusion. This benefit may not be used to extend the coverage for any other service shown in the Schedule of Benefits beyond the limits of coverage.

**Consumer Matters**

---

**Document Preparation:**

Preparation of any of the following documents:

- Simple Deed for the primary residence only. *This benefit is limited to one use per year.*
- Promissory Note *This benefit is limited to one use per year.*
- Consumer Dispute Correspondence *This benefit is limited to one use per year.*
- Installment Sales Agreement *This benefit is limited to one use per year.*
- Simple Affidavit *This benefit is limited to one use per year.*
- General Power of Attorney *This benefit is limited to one use per year per Member/Covered Family Member and can be used for either a General, Limited, or Durable Financial Power of Attorney.*
- Lease Agreement (for the Member/Covered Family Member as a tenant only) *This benefit is limited to one use per year per Member/Covered Family Member.*
- Time Share Agreement *This benefit is limited to one use per year.*

**Consumer Dispute:**

Consultation or representation in a dispute relating to consumer goods and services (not directly or indirectly related to real estate construction or renovation, or landlord/tenant disputes). *This benefit is limited to one use per year.*

**Small Claims Court Representation:**

Consultation and/or representation for a dispute filed in small claims court. (Attorney may not be permitted to attend court hearings in some jurisdictions). *This benefit is limited to one use per year.*

**Identity Theft Defense:**

Services related to the representation of a Member regarding potential creditor actions resulting from identity theft, and attorney services as needed to contact creditors, credit bureaus and financial institutions. It also provides defense services for specific creditor actions over disputed accounts. *This benefit is limited to one use per year.*

**Estate Planning**

---

**Will or Codicil Preparation:**

Preparation of one will or codicil (an amendment to an existing will), including the preparation of a simple testamentary support trust for the dependent children:

Will Preparation: Attorney shall prepare a will or codicil and discuss the legal requirements for signing the will. This benefit does not cover Complex Wills, as defined in the Definitions section. *This benefit is limited to one use per year per Member/Covered Family Member.*

**Living Will/Health Care or Advance Directive/Health Care or Medical Power of Attorney:**

This benefit covers the preparation of up to 2 of any of the following documents as defined in the Definitions section per Member/Covered Family Member:

- Living Will
- Health Care Directive
- Advance Directive
- Health Care Power of Attorney
- Medical Power of Attorney

The titles of the above documents may vary by state. When state law allows the information contained in any two or more of the above mentioned documents to be combined into one document, then the benefit covers the preparation of only one document, and cannot be combined to increase the total allowed benefit.

*This benefit is limited to one use per year per Member/Covered Family Member.*

**Probate of Small Estate:**

The service of an attorney for the probate of a small estate (an estate that is not subject to current state or federal estate taxation), up to the maximum as shown in Schedule of Benefits.

---

**Elder Matters**

**Elder Parent Will Preparation:**

Each Eligible Parent may receive one Simple Will per year at no charge. The attorney will prepare the document and discuss the legal requirements for signing the will. This benefit does not cover Complex Wills, as defined in the Definitions section.

*This benefit is limited to one use per year per Eligible Parent.*

**Elder Parent Living Will/Health Care or Advance Directive:**

Each Eligible Parent may request one Living Will/Health Care or Advance Directive, as they are defined in the Definitions section, per year at no charge. The attorney will prepare the document as authorized by state law and discuss the legal requirements for signing the Living Will/Health Care or Advance Directive. The titles of the above documents may vary by state. When state law allows the information contained in any two or more of these documents to be combined into one document, then the benefit covers the preparation of only one document, and cannot be combined to increase the total allowed benefit.

*This benefit is limited to one use per year per Eligible Parent.*

**Elder Parent Durable Financial Power of Attorney:**

Each Eligible Parent may request one Durable Financial Power of Attorney, as defined in the Definitions section, per year at the co-pay rate shown in the Schedule of Benefits. The attorney will prepare the document as authorized by state law and discuss the legal requirements for signing the Durable Financial Power of Attorney. The titles of the above documents may vary by state.

*This benefit is limited to one use per year per Eligible Parent.*

**Elder Parent Health Care or Medical Power of Attorney:**

Each Eligible Parent may request one Health Care or Medical Power of Attorney, as they are defined in the Definitions section, per year at the co-pay rate shown in the Schedule of Benefits. The attorney will prepare the document as authorized by state law and discuss the legal requirements for signing the Health Care or Medical Power of Attorney. The titles of the above documents may vary by state. When state law allows the information contained in any two or more these documents to be combined into one document, then the benefit covers the preparation of only one document, and cannot be combined to increase the total allowed benefit.

*This benefit is limited to one use per year per Eligible Parent.*

---

**Residential Matters**

**Real Estate Sale, Purchase or Refinancing of Primary Residence:**

The services of an attorney for the sale, purchase or refinancing of a primary residence (where Member has resided or intends to reside for twenty-seven (27) weeks or more per year). This service includes the review and/or preparation of closing documents and/or attendance by the attorney at closing in situations when it is customary for the attorney to do so. This benefit does not include

services performed by or for a title company, or for an attorney acting on behalf of a lending institution. Home equity loans and the sale or purchase of unimproved or rental properties are not included.

*This benefit is limited to one closing per year.*

**Tenant Dispute:**

Representation of the Member as a tenant in a dispute with his/her landlord. This benefit does not include representation for a tenant in a dispute with other tenants or for a tenant acting in his/her capacity as sublessee or sublessor.

*This benefit is limited to one use per year.*

---

**Financial Matters**

**Debt Collection Defense:**

The defense of any dispute involving personal (non-business related) debt. This benefit includes correspondence, negotiating with creditors to arrange a repayment schedule, assistance in limiting harassment by bill collectors, and negotiating settlement after a complaint is filed. This service does not include defense against execution of a court-ordered judgment or efforts to vacate or set aside a judgment. *This benefit is limited to one use per year.*

**Bankruptcy:**

Representation on behalf of the Member for personal (non-business related) bankruptcy protection under Chapter 7 or 13 of the Internal Revenue Code.

*This benefit is limited to one use per year.*

**Foreclosure:**

Defense of the Member in an action to foreclose on the Member's primary residence (where Member has resided or intends to reside twenty-seven (27) weeks or more per year.)

*This benefit is limited to one use per year.*

**Tax Audit:**

Includes the services of an attorney (but not accounting services) during a personal (non-business related) tax audit required by federal and state tax authorities and negotiations relating to it. This benefit does not include a defense against criminal charges nor the defense of civil tax litigation in any tax court.

*This benefit is limited to one use per year.*

---

**Family Matters**

**Prenuptial Agreement:**

This service covers the preparation of an agreement by a Member and his or her fiancé/partner prior to their marriage or legal union (where allowed by law), outlining how property is to be divided in the event of separation, divorce or death of a spouse. Representation is provided only to the Member. The fiancé/partner must have separate counsel or must waive representation.

*This benefit is limited to one use per year.*

**Name Change:**

Services required to accomplish a legal name change for a Member/Covered Family Member.

*This benefit is limited to one use per year.*

**Uncontested Guardianship/Conservatorship:**

Services required to establish a Member/Covered Family Member as the guardian(s) or conservator(s) of another. This benefit does not include fees for a court-appointed attorney for the child/conservatee. This benefit does not include contested matters.

*This benefit is limited to one use per year.*

**Uncontested Government Agency/Stepparent Adoption:**

Legal representation up to the maximum shown in the Schedule of Benefits in an uncontested governmental agency or stepparent adoption. An uncontested adoption does not involve significant disputed issues. This benefit does not include: (1) contested termination of parental rights; (2) fees for a court-appointed attorney for the child; or (3) adoptions(s) made through any

agency other than a governmental agency. A contested adoption requires more than five hours of attorney time and involves disputed issues. If the amount of an attorney's time for uncontested adoption exceeds the maximum shown in the Schedule of Benefits, or if the adoption becomes contested, then coverage will terminate and the Member will be responsible for any additional legal fees.

*This benefit is limited to one use per year.*

**Juvenile Court Proceeding:**

Services related to the representation of the dependent child of a Member/Covered Family Member in any juvenile court proceeding, provided the child's interest is not in conflict with the Member's and/or Covered Family Member's interest. This benefit does not cover any matter that falls outside the jurisdiction of juvenile court or any matter that may be considered a felony.

*This benefit is limited to one use per year.*

---

**Civil Matters**

**Civil Litigation Defense:**

Services related to the representation of a Member who is a named defendant in a filed civil lawsuit (non-business related), up to and including the trial thereof. This benefit does not include: (1) any debt collection or family law matters; (2) lawsuits normally handled on a contingent fee basis; or (3) matters for which the Member has or is required by law to have insurance.

*This benefit is limited to one use per year.*

**Discounted Contingency Fees:**

Participating Attorneys will handle the matter at a maximum percentage of the gross award. It is the Member's responsibility to pay this fee and all costs.

- When state laws set contingency fees: Lesser of 10% less than state law maximum fee or the Participating Attorney's usual fee.
- When state laws do not set contingency fee: Maximum of 29% if settled before trial, 36% if trial is conducted, or 40% after an appellate brief is filed.

Contingency rate discount applies in those cases where attorneys customarily take a case on a contingency fee, (an agreed upon portion of any recovery), depending on the outcome of the case.

**Mediation:**

The services of an attorney for representation at a mediation.

*This benefit is limited to one use per year.*

---

**Criminal Defense**

**Traffic Ticket:**

Services related to the representation of the Member in defense of any traffic ticket except driving under influence or vehicular homicide, including court hearings, negotiation with the prosecutor, trial, and counseling and preparing Member for self-representation at any hearings if chosen. This benefit does not cover violations related to a commercial driver's license.

*This benefit is limited to one use per year.*

**Serious Traffic Matter:**

Services related to the representation of a Member who is charged by governing authorities with moving traffic violation(s) and conviction could result in suspension or revocation of a state-issued license permitting a person to drive a motor vehicle. This benefit does not cover violations related to a commercial driver's license.

*This benefit is limited to one use per year.*

**Administrative Proceeding:**

Services related to the representation of a Member in an administrative proceeding relating to the suspension or revocation of driving privileges.

*This benefit is limited to one use per year.*

**Misdemeanor Defense:**

Defense of a Member in connection with criminal misdemeanor charges (not associated with any felony charge).

*This benefit is limited to one use per year.*

**DUI/DWI Defense:**

Defense of a Member in connection with Driving Under the Influence (DUI) or Driving While Intoxicated (DWI) violations/citations misdemeanor charges (not associated with any felony charge). This benefit does not include employment related DUI/DWI charges.

*This benefit is limited to one use per year.*

*This benefit applies to the Member only.*

## **Small Business Owner Advice and Representation**

---

**Incorporation Advice and Filing:**

This service covers the review of a Certificate of Incorporation, up to the number of pages shown in the Schedule of Benefits, advice and consultation regarding the Certificate of Incorporation, and assistance filing the application with the appropriate governing agency. To qualify for this benefit, the Certificate of Incorporation must be related to a Small Business owned by the Member and/or Covered Spouse and the Small Business may not present a current or potential future conflict with the Policyholder. For a definition of Small Business, please see the Definitions section. This benefit does not include coverage for any filing fees required by the governing agency.

*This benefit is limited to the maximum number of pages shown on the Schedule of Benefits and one use per year.*

*This benefit applies to the Member and Covered Spouse only.*

## **OBTAINING BENEFITS**

### **Claim for Benefits**

1. Members should call the Member Service Center to confirm the potentially applicable benefit(s) prior to consulting with any attorney. The Member Service Center will assign a Participating Attorney to provide services relative to the matter. If a Member has a Non-Participating Attorney he or she would prefer to work with, the Member must notify the representative of his/her intention to use a Non-Participating Attorney for a Covered Service. The Member will receive a claim form from the Member Service Center within fifteen (15) days of notice. The Legal Plan Administrator may elect to offer to negotiate with the attorney on behalf of the Member, but cannot guarantee the Non-Participating Attorney will accept the Plan Discounted Rate. Failure to submit a claim to the Member Service Center within sixty (60) days or as soon as reasonably possible following consultation with an attorney may result in a denial of benefits.
2. To confirm coverage for matters to which Managed Case Rules apply reference Managed Case Rules in the Schedule of Benefits.
3. Members and/or Covered Family Members who are requesting services must remain enrolled and continue to pay premium hereunder.
4. Upon completion of a Covered Service, the Member/Covered Family Member may be required by the Participating Attorney to sign a confirmation of completion. Failure to sign the confirmation may result in denial of the claim and the Member/Covered Family Member will be responsible for all legal fees.
5. If the Member/Covered Family Member pays for pre-authorized services provided by a Non-Participating Attorney, the Member must submit a claim form (provided by Member Service Center) accompanied by an original itemized bill, proof of payment and supporting documentation sufficient to demonstrate the work completed in the matter within sixty (60) days after incurring the legal fees or as soon as reasonably possible. Reimbursement for covered legal services will be payable not more than sixty (60) days upon receipt of proof of loss. Benefits provided to the Member/Covered Family Member for Covered Services are subject to the maximum as shown in the Schedule of Benefits.
6. Payment by Us for Covered Services does not preclude the attorney (whether Participating or Non-Participating) from seeking and recovering attorney's fees from an opposing party, where authorized by law, court rule, or contract, at the attorney's customary or prevailing rate. If the

Member/Covered Family Member receives reimbursement of attorney's fees, then the Member/Covered Family Member agrees to reimburse Us for payments issued.

### **Disputes Between Member and Covered Family Member**

In the event that the Member and one of the Covered Family Members are involved as adversaries in a dispute that is a Covered Service, only the Member will be covered.

If two or more Covered Family Members are involved in a dispute that is otherwise covered, no coverage will be provided.

If two Members are involved as adversaries in a dispute that is a Covered Service, separate coverage for each Member will be provided.

## **EXCLUSIONS**

The following benefits are excluded:

Appellate court proceedings, class actions, interventions, malpractice proceedings, actions in which punitive damages are being sought, derivative actions and amicus curiae filings.

The preparation and filing of individual, partnership or estate tax returns, appellate or administrative proceedings related to tax returns, litigation before the U.S. Tax Court, U.S. Court of Claims or any other federal, state or other courts with respect to tax matters.

Matters relating to: securities, trademark or patent matters; business or commercial interests, including, but not limited to, professional, partnership and/or corporate matters; matters involving the law or laws of jurisdictions other than the United States and its territories except as specifically described under Covered Services; any matters involving a government (domestic or foreign) entity or agency except as specifically described under Covered Services; farm related issues; matters involving commercial or rental property transactions, including the purchase, sale or lease of investment or income-producing property. A multi-family residence, whether or not used by the Member/Covered Family Member as his or her primary residence, is deemed an investment or income-producing property.

Legal services that are fully paid for or provided at no cost by any governmental agency, organization or insurance company.

Matters that the attorney deems frivolous, spurious, harassing, or unethical or otherwise prohibited by the Model Rules of Professional Conduct of the state in which the attorney is licensed.

Costs associated with covered legal services, including but not limited to, all fines, court costs, penalties, sanctions, expert witness fees, bonds, bail bonds, attorney fees awarded as part of a judgment, exhibits, deposition costs, filing fees, transcripts, postage, telephone, photocopying, recording fees, messengers, judgments, jury fees, court reporter fees, investigative costs, arbitrator fees, and all other incidental and out-of-pocket legal and litigation costs.

Any services on behalf of a Covered Family Member against the interests of the Member.

Any employment-related matter. This includes, but is not limited to, any dispute involving the Member's employer or its affiliates, their officers or directors, the Member's employee benefit plans, credit unions, programs or arrangements sponsored by an employer, or cases involving workers' compensation, unemployment compensation, sex harassment, and age discrimination.

Any dispute or proceeding against the following persons or entities, their officers, directors, employees, or agents: any person or entity involved in the sale, marketing, administration or other processes related to the Policy; Legal Plan Administrator or its subsidiaries; Claims Administrator or its subsidiaries; Policyholder; Member's employer; Virginia Surety Company, Inc. and its parents, subsidiaries or any affiliated or successor company, plan underwriter or reinsurer; or any Participating and/or Non-Participating Attorney, if the dispute or proceeding pertains to services provided under the Policy.

Except for consultation, the Policy will not provide benefits in connection with pre-existing matters, which includes any matter where the Member/Covered Family Member is on notice as to a pending legal dispute or has previously contacted an attorney, except when prior coverage under another Legal Plan provided by the Policyholder can be demonstrated.

The Policy does not allow benefits listed under the Covered Services section to be combined for one legal matter.

Where there are specific hours or dollar amounts provided in the Policy, or where a maximum is set under the Managed Case Rules, the Member will be responsible for all attorney fees incurred which exceed the maximum. Additional exclusions related to each benefit are included in the Covered Services.

## **GENERAL PROVISIONS**

### **Attorney-Client Relationship**

All attorneys are subject to the authority of the state Supreme Court and the state bar association of the state(s) where they are licensed to practice. The Member has the unrestricted right to choose an attorney. The Member's relationship with an attorney is privileged and strictly confidential. We will not interfere in the attorney-client relationship or in the attorney's independent exercise of his or her professional judgment. Participating Attorneys are not certified specialists. Participating Attorneys are not agents or employees of either the Legal Plan Administrator or Us.

The Member shall authorize the Participating Attorney to provide the Legal Plan Administrator with information and supporting documentation on the number and type of services provided to the Member.

By using legal services benefits that are provided under the Policy, the Member agrees that neither We, nor the Policyholder, nor any other person involved in the marketing or administration of the Policy, shall have any liability for the acts, errors or omissions of an attorney providing services, in whole or in part.

### **Beneficiary Provision**

All benefits will be payable to the Member or in the case of death, to the Member's estate. No person or entity other than the Member shall have any legal or equitable right, remedy or claim of insurance proceeds or damages under or arising out of this coverage.

### **Legal Terminology**

The Member or Covered Family Member may call the Member Service Center to obtain a definition or explanation of any term used herein.

### **Coverage Period**

The coverage period is automatically renewable upon receipt of appropriate premium unless terminated in accordance with the terms hereof.

### **Coverage Territory**

The coverage territory includes the United States and United States territories.

### **Premium Refund Provision**

In the event that the premium mode is other than monthly and the Group Policy is terminated or the Member elects to terminate the coverage, a pro-rata premium refund will be made in accordance with the insurance laws of the Policyholder's state.

### **Termination and Cancellation of Coverage**

Coverage provided to the Member shall terminate upon the first of the following to occur:

- a. Cancellation or termination of the Group Policy;

- b. If applicable, the Member fails to re-enroll;
- c. The Member is no longer associated with Policyholder; or
- d. The Member fails to pay his or her premium to the Policyholder for remittance to the Company when due, subject to the Grace Period provision.

Coverage provided to a Covered Family Member of a Member shall terminate upon the first of the following to occur:

- a. The Member's coverage is cancelled or terminated; or
- b. The family member ceases to qualify as a Covered Family Member as defined.

When coverage for a Member/Covered Family Member terminates and a matter is unresolved when coverage terminated, then any further legal work between said Member/Covered Family Member and the Participating Attorney shall be outside the scope and coverage of the Policy. The Participating Attorney shall not be obligated to provide any benefits under the Policy and any further legal services shall be based upon an independent and separate fee agreement entered into, if at all, between the former Member/Covered Family Member and the attorney. If such an agreement is not entered into, then the Participating Attorney may withdraw from any further representation in accordance with applicable law and State Bar standards.

### **Illegal Activity, Misrepresentation and Fraud**

We will not provide coverage if the Member/Covered Family Member has intentionally concealed or misrepresented any material fact or circumstances or been involved in any illegal activity related to the Policy or claim. We will not provide coverage if doing so would be in violation of any United States economic or trade sanction.

### **Premium Remittance**

The Policyholder shall remit premium to the Company no later than the 70<sup>th</sup> calendar day following the month for which Group Policy coverage is provided.

### **Grace Period**

The Group Policy provides the Policyholder a grace period of thirty-one (31) days after the premium for covered Members' due date to remit the premium that is due and unpaid. During the grace period, the Group Policy will continue in effect. If the premium for covered Members remains unpaid at the end of the grace period, the Policy will terminate. Termination will be effective at 12:01 a.m. on the thirty-second (32<sup>nd</sup>) day following the due date for which premium for covered Members remains unpaid. The Policyholder shall remain liable for the pro-rata portion of all premiums that accrue for the period the Group Policy is in effect.

### **Portability**

The Member may continue this insurance by electing the option of portability when the Member no longer qualifies as an employee of the Policyholder or as a Member of the group to which the Group Policy is issued. The Member must apply for portability within sixty (60) days of this disqualifying event and make arrangements for premium payment. Portability coverage will take effect, subject to payment of the initial premium, as of the date the Member's coverage under the Group Policy terminates. Credit will be given for any applicable Waiting Period based upon the number of months coverage was in force for the Member under the Group Policy.

### **Waiver of Premium**

Upon the death of the Member, coverage for the surviving Covered Family Members continues for the remainder of the current Group Policy term. We waive further premium payments during this time.

Upon the Member being called to active duty for a period of more than thirty (30) consecutive days for the purposes of military service or of responding to a declared national emergency, coverage for the Covered Family Members will continue, without the payment of premium, for the length of the Member's absence and for so long as the Member remains eligible for benefits through the Policyholder.

**Legal Action Against Us**

No action at law shall be brought against Us for payment of claim: (1) less than sixty (60) days after due proof of claim is furnished; or (2) more than 3 years after the date proof of claim is required by the Policy.

**Conformed to Statute**

Any terms herein that conflict with the statutes of the jurisdiction where issued are amended to conform to the statutes.

**Assignment of Benefits**

The benefits provided herein are not assignable.



## COVERED SERVICES

The following is a list of Covered Services available, in addition to the services described in your Certificate of Coverage.

### **FINANCIAL ADVISOR**

Coverage includes a financial counseling Service for Member, and Covered Family Members.

#### **Financial Helpline**

Consultation with legal or financial professionals by toll-free telephone during normal business hours. Calls can relate to investment strategies, debt matters, budgeting or any personal financial planning question.

### **IDENTITY THEFT PREVENTION/RECOVERY ASSISTANCE**

Coverage includes a basic Identity Theft HelpLine Service as well as a comprehensive Online Identity Theft Prevention and Assistance Service for Member, and Covered Family Members.

#### **Advice and Consultation**

Telephone consultations (10 per year) with a Trained Identity Theft Recovery Specialist.

#### **Additional Benefits**

- a) Personal Recovery Kit – designed to walk a victim of identity theft step-by-step through the process of recovery (designed to be utilized in conjunction with the consultations with the Recovery Specialist).
- b) Recovery Letter preparation by plan attorney – a plan attorney will draft the simple affidavits to submit to specific agencies and organizations needed to establish the theft of your identity and prevent further loss of your identity and credit rating.
- c) Review of necessary recovery legal documents (up to 6 pages each).