

Welcome to your  
LegalGUARD<sup>SM</sup> Plan!



Please take a few minutes to review YOUR new plan benefits.

Your legal benefit plan is designed to provide convenient access to quality legal services and protection from the high cost of legal fees. Your benefits provide a robust offering that pays for attorney fees in many of the different types of legal matters you may face.

As a LegalGUARD member, you receive:

- Access to a national network of attorneys dedicated to your specific needs
- Flexible benefits providing coverage for in and out-of-network attorneys
- Knowledgeable Member Service Representatives with concierge matching options
- Expert advice for home and residential, financial and consumer, auto and traffic, family, estate planning and wills

#### Accessing Benefits

When you are in need of legal assistance, please call our toll-free number **1(888) 416-4313**. Member Services Specialists are available to assist you Monday through Friday from 7 a.m. to 7:30 p.m., CST. Based on your legal need, you will be matched with a Plan Attorney in your area.

#### Using an out-of-network attorney

As a member, you may choose to use a Plan Attorney or an out-of-network attorney. If you use a Plan Attorney, the plan will pay your attorney's fees for covered services described in the enclosed plan materials. When using an out of network attorney, you may file a claim for reimbursement up to your maximum policy benefits for fees you paid to your attorney once the legal work is complete.

We're here to help. Our Member Services Specialists are ready to assist you with any questions about the plan, benefits or claims process. We look forward to assisting you.

Thank you for enrolling!

Sincerely,  
LegalEASE Membership  
Services

PLEASE RETAIN THIS INFORMATION FOR YOUR RECORDS



«FIRST\_NAME» «LAST\_NAME»  
«ADDRESS» «Address\_2»  
«CITY», «STATE» «Zip\_Code»  
Member Number: «LAP\_ID\_NUMBER»  
Effective Date: «Start\_Date»

For Member Services, billing, or a confidential  
Legal Consultation, please call: **1(888) 416-4313**

«FIRST\_NAME» «LAST\_NAME»  
«ADDRESS» «Address\_2»  
«CITY», «STATE» «Zip\_Code»



# LegalEASE LegalGUARD Plan

Administrative Office: 5151 San Felipe, Suite 2300  
Houston, TX 77056 ♦ 888-416-4313

## GROUP LEGAL SERVICES CONTRACT

*\*This contract is not an insurance policy\**

### DECLARATIONS PAGE

CONTRACTHOLDER NAME: Simply NUC, Inc.

CONTRACTHOLDER ADDRESS: 495 Round Rock West Drive  
Round Rock, TX 78681

CONTRACT NO. 9000594

MEMBER NAME: «First\_Name» «Last\_Name»

MEMBER ADDRESS: «Address», «City», «State» «Zip\_Code»

PLAN PRICE \$17.61

CONTRACT EFFECTIVE DATE: «Start\_Date»

Coverage begins at 12:01 a-m Standard Time at the Contractholder's address on the Effective Date listed above.

We have agreed to insure certain Members of the Contractholder as specified herein, in consideration of the payment, and in accordance with the terms, conditions, limitations and exclusions of the Group Legal Services Contract (herein referred to as Group Contract).

The Group Contract is delivered in Texas, and shall be governed by the laws thereof.

Within 10 days after receipt of the Contract, the Contract may be returned for any reason and all payments made by the Member will be refunded. Coverage will then be void from the Effective Date.

#### Administrator/Seller Representative Information

Administrator Name LegalEASE	
Administrator Address 5151 San Felipe, Suite 2300, Houston, TX 77056	Administrator Phone (888) 416-4313
Sales Representative: Robert Heston	

## SCHEDULE OF BENEFITS

Coverage	<i>Maximum Benefits</i>	
	<i>Participating Attorney</i>	<i>Non-Participating Attorney</i>
<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
<b>Estate Planning</b>		
• Will or Codicil	Paid in Full	\$80
• Complex Will	Paid in Full	\$310
• 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	\$850

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

<b>Family Matters</b>		
• Prenuptial Agreement	\$600 maximum	\$510
• Name Change	Paid in Full	\$255
• Uncontested Guardianship/Conservatorship	Paid in Full	\$365
• Uncontested Governmental Agency Adoption	Paid in Full	\$365
• Uncontested Stepparent Adoption	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*

## Small Business Owner Advice and Representation

• Incorporation Advice and Filing	Paid in Full up to 5 hours	\$425
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### \* 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 Contract 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 Contract, 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

“**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 a mentally handicapped 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.

“**CONTRACT**” - means the Legal Expense Service Contract and the Certificate of Coverage.

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

“**COVERED FAMILY MEMBER**” - means the Member’s Covered Spouse and the Member’s unmarried dependent children, including stepchildren, legally adopted children, children placed in the home for adoption and foster children, up to age 26.

“**COVERED SPOUSE**” - means the Member’s lawful spouse or Domestic Partner at the time the coverage is in effect.

“**DOMESTIC PARTNER**” - means the Member’s domestic partner as defined by the jurisdiction in which the Member primarily resides.

“**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 COVERAGE”** - means coverage of a Member under any health care or health insurance policy or any policy that covers as its primary function any aspect of an individual’s health.

**“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 Contract.

**“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 Contractholder, (b) has either made a payment or had payment made on his or her behalf, and (c) meets the eligibility requirements for Covered Services as defined by the Contractholder.

**“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.

**“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 payments, 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**

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**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**

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**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.

**Consumer Matters**

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**Document Preparation:**

Preparation of any of the following documents:

- Simple Deed
- Promissory Note
- Consumer Dispute Correspondence
- Installment Sales Agreement
- Simple Affidavit.
- General Power of Attorney
- Lease Agreement (for the Member/Covered Family Member as a tenant only)
- Time Share Agreement

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

**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 consumer 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.*

**Estate Planning**

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

Complex Will Preparation: Attorney shall prepare a Complex Will or codicil.

*This benefit shall be limited to one Complex Will prepared per year per Member/Covered Spouse.*

**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 document/set of documents 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.

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**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 document/set of documents 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 document/set of documents 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 document/set of documents per year per Eligible Parent.*

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**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**

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### **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**

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### **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 per Member/Covered Family Member.*

### **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.

*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

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### **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 does not include the cost of the mediator's services.

## Criminal Defense

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### **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 does not cover suspension or revocation of a commercial driver's license.

*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 does not include misdemeanors

relating to a commercial driver's license. This benefit does not include adjustments to probation or parole.

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

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

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### **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 Contractholder. 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.*

## **OBTAINING BENEFITS**

### **Reimbursement 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/Covered Family Member must provide all information requested with respect to the circumstances of an insured event or service provided. The Member Service Center will assign a Participating Attorney to provide services relative to the matter. Failure to notify the Member Service Center within thirty (30) days 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 make payment 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 reimbursement 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 reimbursement 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. 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 arising out of a Member/Covered Family Member's role as an officer or director of an organization; matters involving the law or laws of jurisdictions other than the United States and its territories ; any matters involving a government (domestic or foreign) entity or agency; 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 Contract; Legal Plan Administrator or its subsidiaries; Contractholder; 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 Contract.

Except for consultation, the Contract 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.

The Contract 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 Contract, 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 Contract, the Member agrees that neither We, nor the Contractholder, nor any other person involved in the marketing or administration of the Contract, shall have any liability for the acts, errors or omissions of an attorney providing services, in whole or in part.

### **Non-Participating Attorney Services**

If the Member already has an attorney, the Member may prefer to use her/him as a Non-Participating Attorney. To do so, the Member must first contact the Member Service Center and notify the representative of his/her intention to use a Non-Participating Attorney for a Covered Service. The Member Service Center will send the Member a form which must be completed and returned in order to request reimbursement. The Member's reimbursement will be based on the reimbursement schedule shown under the Non-Participating Attorney column of the Schedule of Benefits. If a Member has a Non-Participating Attorney he or she would prefer to work with, 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.

### **Subrogation and Coordination of Benefits**

All benefits will be subject to subrogation and coordination of benefit rules. For the purpose of subrogation, We may require the Member/Covered Family Member to assign all rights of recovery of legal fees to the extent that payment is made by Us. If an assignment is sought, the Member/Covered Family Member must cooperate in providing the assignment.

### **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 Territory**

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

### **Payment Refund Provision**

In the event that the mode of payment is other than monthly and the Group Contract is terminated or the Member elects to terminate the coverage, a pro-rata refund will be made to the Member.

### **Secondary Coverage**

If the Member/Covered Family Member is entitled to receive legal services or reimbursement for legal services from any other person or organization, the coverage available under the Contract would be considered excess as defined in the National Association of Insurance Commissioners Model Coordination of Benefits Provisions.

### **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 Contract;

- b. If applicable, the Member fails to re-enroll;
- c. The Member is no longer associated with Contractholder; or
- d. The Member fails to remit payment when due, subject to the statutory grace period.

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 in the Definitions section.

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 Contract. The Participating Attorney shall not be obligated to provide any services under the Contract 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 Contract or reimbursement. We will not provide coverage if doing so would be in violation of any United States economic or trade sanction.

### **Grace Period**

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

### **Amendment of the Contract**

The Group Contract may be amended or changed at any time by the Company upon written notice thereof and signed by an executive officer of the Company. No agent, broker or sales representative may make any change in the Group Contract or waive any of its provisions. No statement made by any person modifies any term of the Group Contract.

Notice to any agent or knowledge possessed by any agent or by any other person shall not affect a waiver or change any part of the Group Contract or stop Us from asserting any right under the terms of the Group Contract nor shall terms of the Group Contract be waived or changed except as stated above.

### **Portability**

The Member may continue this coverage by electing the option of portability when the Member no longer qualifies as an employee of the Contractholder or as a Member of the group to which the Group Contract is issued. The Member must apply for portability within sixty (60) days of this disqualifying event and make arrangements for payment. Portability coverage will take effect, subject to receipt of the initial payment, as of the date the Member's coverage under the Group Contract 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 Contract.

### **Waiver of Payment**

Upon the death of the Member, coverage for the surviving Covered Family Members continues for the remainder of the current Group Contract term. We waive further 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, for the length of the Member's absence and for so long as the Member remains eligible for benefits through the Contractholder.

#### **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.

#### **New Members**

In accordance with the terms and conditions of the Group Contract, new members who are associated with the Contractholder may be added.

#### **Contributory / Non-Contributory Contract**

The Contract may be contributory or non-contributory.

#### **Payment or Reimbursement Disputes**

Should you have a dispute concerning your payment or about a reimbursement, you should first contact LegalEASE at 888-416-4313. If the dispute is not resolved, you may contact Virginia Surety Company at 1-800-209-6206.



## 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 [, and Eligible Parents, as defined in the Elder Law Rider.

#### 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).